

STUDY SESSION AGENDA

CITY COUNCIL CITY OF WHEAT RIDGE, COLORADO

7500 W. 29th Ave.
Wheat Ridge CO

June 19, 2017

6:30 p.m.

Individuals with disabilities are encouraged to participate in all public meetings sponsored by the City of Wheat Ridge. Call Sara Spaulding, Public Information Officer 303-235-2877 at least one week in advance of a meeting if you are interested in participating and need inclusion assistance.

Citizen Comment on Agenda Items


1. Staff Report(s)
2. Jefferson County Public Library Update
3. Approval of Historical Society Agreement
4. Elected Officials' Report(s)

ADJOURNMENT



Memorandum

TO: Mayor and City Council

FROM: Patrick Goff, City Manager 

DATE: June 8, 2017 (for June 19, 2017 Study Session)


SUBJECT: Jefferson County Public Library Update

In November 2015, residents of Jefferson County approved a mill levy increase for the Jefferson County Public Library (JCPL). Over the last 18 months, JCPL has been working to restore library services and put the library system in Jefferson County back on a path to excellence. Rebecca Winning, Communications Director with the Jefferson County Public Library, will provide an update to City Council at the June 19th study session.



Memorandum

TO: Mayor and City Council

THROUGH: Patrick Goff, City Manager 

FROM: Joyce Manwaring, Parks and Recreation Director

DATE: June 19, 2017

SUBJECT: Agreement for operations and maintenance for the Wheat Ridge Historical Park and Baugh House

The City owns and maintains a number of buildings and the property at 4610 Robb Street, referred to as the Historical Park. The City also owns the Baugh House located at 11361 W. 44th Avenue.

Under contracts entered into in 1987 and 1998, the Wheat Ridge Historical Society is generally responsible for operation of the Historical Park buildings and the Baugh House, which includes providing tours, maintaining the artifacts in those buildings, coordinating the work of volunteers and generally supervising the one City employee who was hired to assist in those efforts. Those same contracts provide for the City to be responsible for repair, maintenance, liability insurance, and other expenditures related to ownership of the City-owned properties.

A new agreement between the City and the Wheat Ridge Historical Society is attached. The new agreement replaces and combines the 1987 Historical and the 1998 Baugh House contracts, into one comprehensive agreement. All are attached for your reference.

Staff recommends that the City and the Historical Society enter into a new comprehensive agreement to replace the 1987 and 1998 contracts. The Wheat Ridge Historical Society board has provided input into the new agreement and formally approved it and it has been approved by Gerald Dahl, City Attorney.

The new contract addresses the following major elements.

- As in prior contracts, the City itself is responsible for repair, maintenance and liability insurance and reasonable expenditures related to the Historical Park and Baugh House, in the same way as is true for other City-owned properties and buildings.
- The Historical Society recently sold the post office building to the City for the sum of \$10 to simplify the line between ownership and maintenance versus operations.
- The City agrees to loan to the Historical Society the "Johnson Collection" of artifacts owned by the City.
- The City will provide, but is not obligated to continue to provide, a City employee to assist the Historical Society in operating the Historical Park, outreach to visitors and

inventorying artifacts.

- The Historical Society is required to manage all programming within the Historical Park and the Baugh House and care for all of the artifacts, both those owned by the Historical Society and those owned by the City.
- The Historical Society is required to provide an updated listing of all the artifacts, both City-owned and those owned by the Historical Society.
- Each party may receive donations and manage and dispose of those funds at their sole discretion.
- The prior 1987 and 1998 contracts are terminated and replaced with this new contract.

Additions to the agreement include the following major elements:

- The Historical Society is requesting a City Council member liaison to the Historical Society. (Section 3A)
- The Historical Society will request funding annually through the Parks and Recreation staff liaison for operation and programming. Funding will be appropriated in the Historic Buildings program budget and is contingent on available dollars and budget adoption.

The updated contract is in the interest of both the City and Historical Society to clearly manage the relationship between the parties, preserve historic assets and provide this important cultural program and facility to residents.

ATTACHMENTS:

1. New Combined Agreement with Historical Society
2. 1987 Contract with Historical Society
3. 1998 Baugh House Contract

WHEAT RIDGE HISTORICAL PARK AGREEMENT

This agreement concerning the Wheat Ridge Historical Park is entered into as of the ____ day of 2017 by and between the City of Wheat Ridge, Colorado, a home rule municipal Corporation (hereinafter, the "City"), and the Wheat Ridge Historical Society, a Colorado 501(C) (3) non-profit Corporation (hereinafter, the "Historical Society"), together referred to herein as the parties.

WHEREAS, the City owns certain real property and buildings situated thereon which are of historical significance, known and described as the Sod House, the Brick Museum and shed, the Coulihan/Johnson cabin, and the Post Office Building, all located at 4610 Robb Street, referred to as the "Historical Park", and the Baugh House located at 11361 West 44th Avenue. The Historical Park and the Baugh House together are the "City Properties:" and

WHEREAS, the Historical Society, which is not a city agency, has received an IRS determination letter which classifies it under Section 501(c)(3) of the Internal Revenue Code as a non-profit corporation: and

WHEREAS, the Historical Society's primary purpose and the focus of its activities is to provide an educational and cultural resource center in the city of Wheat Ridge for Wheat Ridge residents and the surrounding general public. With collections providing research and historical examples from the past, including Colorado Territorial years of the 1800's, it is a valuable asset to support and promote as an important historical research and educational facility: and

WHEREAS, the Historical Society and the City are both able to receive donations that are tax deductible: the City as a general purpose unit of local government, and the Historical Society as a 501(c)(3) non-profit corporation: and

WHEREAS, the parties have previously entered into agreements concerning the Historical Park and the operation and maintenance of the buildings located thereon and the artifacts located therein, which contracts are dated June 23, 1987 and January 26, 1998: and

WHEREAS the City and the Historical Society have in the past, and wish to continue in the future, to cooperate in the care, preservation and presentation of historical documents, artifacts, and the display of same relating to the history of the City of Wheat Ridge, all for the benefit of the general public: and

WHEREAS, the parties wish to terminate the 1987 and 1998 contracts and replace the same with this new agreement.

NOW, THEREFORE, in consideration of the mutual promises and undertakings specified herein, the receipt and sufficiency of which are acknowledged and confessed, the parties, for themselves, their successors and assigns do hereby covenant and agree as follows:

1. Obligations of the City

The City agrees to perform the following duties and obligations:

- A. The city shall be responsible for repair and maintenance, liability insurance, and all of the reasonable and necessary expenditures related to the ownership of the City Properties, to the extent it is for all municipally owned properties. This extends to the maintenance and repairs of the grounds surrounding all buildings.
- B. The City agrees to loan to the Historical Society all City owned artifacts/documents, (known as the "Johnson Collection". and described in the attached **EXHIBIT A**), which are in the custody of the Historical Society and presently located within the City-owned buildings at the Historical Park.
- C. The City will assign a City employee to the City Properties to perform the job duties described in the job description currently on file at the City. The job description will be developed with input from the Historical Society as to its operational needs, including any necessary skills or qualifications. The employee shall be subject to an employer/employee relationship with the City under the supervision of the City's Director of Parks and Recreation or designee and shall be subject to the City's policies and procedures. As such, the City will maintain authority to make all employment decisions regarding the employee, including but not limited to decisions regarding as time off, changes in hours worked, compensation, benefits or job duties, termination, promotion, and discipline. Further, the City will be responsible for the employee's workers' compensation coverage and any applicable benefits.
- D. The City shall receive donations made to it relating to the "City Properties", the Johnson Collection, and the Historical Society, both designated and non-designated, with designated funds/objects disbursed as designated and non-designated funds/objects managed and utilized appropriately at their discretion solely on the "City Properties".
- E. All financial obligations of the City hereunder are subject to annual appropriation of funds.

2. Obligations of the Historical Society

The Historical Society agrees to perform the following duties and obligations:

- A. The Historical Society shall promptly advise the City of any needs for repair or maintenance of buildings within the Historical Park, including outdoor items such as gates, fencing, etc. and shall cooperate with the City in carrying out its responsibilities concerning the same.
- B. The Historical Society shall manage all programming within all buildings and on the properties of the Historical Park and the Baugh House and restrict the use only to activities and/or events which are open to the general public.
- C. The Historical Society shall care for all of the artifacts and documents owned by the Historical Society and located in all of the buildings and on the properties of the Historical Park and the Baugh House, including the artifacts of the Johnson Collection, which is owned by the City and in custody of the Historical Society by this agreement.

- D. Subject to Paragraph 1.C, The Historical Society will be responsible for overseeing and assigning work for any City-hired employee as outlined within the job description currently on file. The Historical Society shall cooperate with the City in defining duties and responsibilities for any City-hired employees who are assigned by the City to fulfill specific needs including required skills and qualifications of the Historical Society
- E. The Historical Society shall be responsible for the lending of artifacts/documents, whether owned or cared for by the Historical Society or the City, pursuant to the rules and policies of the Historical Society.
- F. The Historical Society may employ or authorize personnel and volunteers to give tours, talks, conduct curation practices and procedures, inventory, and otherwise be present at the Historical Park and Baugh House to advance the City's and Historical Society's mutual goal of making the Historical Park and Baugh House, and their historical contents, accessible to the general public.
- G. The Historical Society shall receive donations made to it, for both designated and non-designated purposes, and shall manage and disburse such funds/objects as designated, and, non-designated funds/objects appropriately at their discretion.

3. Obligations of both Parties

Both the Historical Society and the City agree to the following mutual obligations:

- A. Because of the relationship of the City of Wheat Ridge, Colorado, a municipality, to the Wheat Ridge Historical Society, a historical and educational organization located in Wheat Ridge, Colorado, the establishment of a designated liaison representative from the Wheat Ridge City Council would provide both a source of information and personal contact and communication between both parties.
- B. The City and the Historical Society agree to cooperate fully in any necessary aspect when applications are made for grants relating to the preservation of the Baugh House or any buildings in the Historical Park or any of the contents thereof. The Historical Society agrees to abide by grant requirements related to the operation of the buildings in regards to public access.
- C. The City and the Historical Society agree that during any renovations and/or repairs to the City Properties, the Historical Society shall cooperate with the City regarding the security, preservation, and storing of any artifacts/documents that would be affected during such renovation.
- D. The City and the Historical Society shall maintain an inventory of all artifacts and documents, designating their respective ownership, (City and Historical Society), and periodically provide total values relating to each ownership. Because of the nature of attaching values to historic, rare, one-of-a-kind, "priceless" artifacts and documents, individual values will be determined by knowledgeable, reputable, experienced and/or expert appraisers per accepted "Museum Inventory Practices and Procedures".

- E. Because the Historical Society is a non-profit 501(c) (3) corporation and does not presently receive revenue from any government entity on a regular basis, or funds derived from scheduled mill levy taxation, and because it has limitations on its ability to produce needed operating income, it presently relies on events, gift shop sales, donations, grants if successful, but does receive the current value of the staff person provided by the City. As a prime source of artifacts, documentation, and historical information related primarily to the City of Wheat Ridge, Colorado, and its inhabitants, income is crucial to the continuing educational and cultural service it provides. Because of the expenses involved in acquiring archival protection materials, supplies, and general basic office and promotion materials, assigned staff and the Historical Society shall consult, establish, and present a yearly budget for approval to the City Council.
- F. Because of the importance of acquiring public awareness of the facility's location and its assets, the City representative shall consult with the Historical Society on signage, event promotions and advertising, and possible site enhancements to improve the first impression image and curiosity of drive-bys of the Baugh House and the Historical Park.

4. Prior Contracts

- A. The June 23, 1987 and January 26, 1988 contracts between parties are hereby terminated.
- B. This Agreement shall continue in full force until the same is terminated or amended in writing, approved and executed by both parties.

WHEAT RIDGE HISTORICAL SOCIETY

By: _____
Name and title: _____

CITY OF WHEAT RIDGE, COLORADO

By: _____
Joyce Jay, Mayor

Attest: _____
Janelle Shaver, City Clerk

[Seal]

APPROVED AS TO FORM BY CITY ATTORNEY:

By: _____
Gerald E. Dahl, City Attorney

EXHIBIT A – Johnson Collection
[listing attached]

CONTRACT

This Contract, made this 23 day of June, 1987, by and between the City of Wheat Ridge, Colorado, a Home Rule municipal corporation (hereinafter referred to as the "City"), and the Wheat Ridge Historical Society, a Colorado nonprofit corporation (hereinafter referred to as the "Historical Society").

WHEREAS, the City owns certain real property and building situate thereon which are of historical significance;

WHEREAS, the Historical Society, which is not a City agency, possesses, either through ownership or lease arrangement, artifacts of historical significance;

WHEREAS, the City and the Historical Society have in the past cooperated, and wish to continue in the future to cooperate, in the care, preservation, and presentation of historical exhibits and displays relating to the history of the City of Wheat Ridge all for the benefit of the general public;

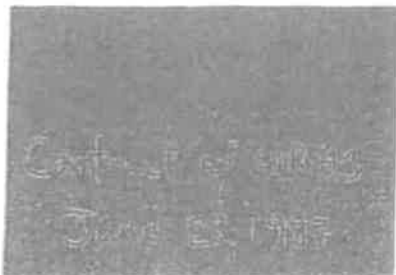
AND WHEREAS, the parties wish to enter into a formalized agreement whereby the purposes above specified may be carried on;

NOW, THEREFORE, for the consideration of the mutual promises and undertakings specified herein, the parties identified above, for themselves, their heirs, successors and assigns, do hereby covenant, warrant, and agree as follows:

1. The Historical Society agrees that it shall manage and maintain, subject to the provisions hereof, the City-owned facilities known and described as the Sod House, the Brick Museum and shed at 4610 Robb Street, and the Coulihan/Johnson Cabin, together with any historical artifact collections or displays maintained therein. The parties specifically acknowledge and agree, however, that the City shall maintain the grounds surrounding said buildings and that the City shall further perform repairs required upon said buildings.

2. The Historical Society agrees that it shall provide and loan to the City those certain artifacts identified on Exhibit A, which is attached hereto and incorporated herein, for the purpose of displaying the same within City-owned buildings.

Attachment 2



3. The Historical Society agrees that it shall accept on a loaned basis all City-owned artifacts which are identified in Exhibit B, which is attached hereto and incorporated herein, and shall display and care for said artifacts.

4. The City agrees that it shall provide fire and casualty insurance covering all of the artifacts listed in Exhibits A and B, as the same presently exist or as the same may be amended in the future, provided that said Exhibits A and B shall contain updated listings of the artifacts owned by the respective properties, and shall reflect appraised values for said artifacts.

5. The City acknowledges that the Historical Society shall be responsible for the lending of artifacts, whether owned or controlled by the Historical Society or the City, pursuant to the rules of the Historical Society. Responsibility for loss of or damage to said artifacts shall be assumed by the Historical Society pursuant to the terms of its rules.

6. Any person employed or retained by the City to give City-sponsored or conducted tours of the buildings or exhibits maintained in City-owned buildings shall be subject to approval and review by the Historical Society. It is understood that Historical Society personnel and volunteers shall likewise be authorized to give tours, and that special events shall be coordinated and conducted by Historical Society volunteers.


7. The parties agree to cooperate fully in any necessary aspect when applications are made for grants relating to expansion of historical facilities or exhibits.

8. The parties specifically agree that during any renovations or repairs to City-owned facilities, the Historical Society shall cooperate with the City regarding the preservation and storing of any artifacts which may be affected during said renovation.

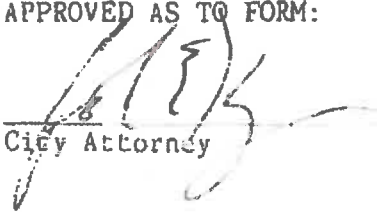
9. This Contract shall continue in full force until the same is terminated by a writing signed by either party and delivered to the other party, or by the mutual written consent of the parties.

THE CITY OF WHEAT RIDGE, COLORADO

ATTEST:


Wanda Sang, City Clerk

APPROVED AS TO FORM:


City Attorney

By


Frank Stites, Mayor

WHEAT RIDGE HISTORICAL SOCIETY

By



CONTRACT

This Contract, made this 26th day of January, 1998, by and between the City of Wheat Ridge, Colorado, a home rule municipal corporation (hereinafter referred to as the "City"), and the Wheat Ridge Historical Society, a Colorado nonprofit corporation (hereinafter referred to as the "Historical Society") (together referred to as the "Parties").

WHEREAS, the City owns certain real property and buildings situate thereon which are of historical significance, including but not limited to, the Baugh House and surrounding property, located at 11361 West 44th Avenue, collectively referred to as the "Baugh Property";

WHEREAS, the Historical Society, which is not a City agency, has received an I.R.S. determination letter which classifies it under Section 501(c)(3) of the Internal Revenue Code as a non profit corporation;

WHEREAS, the Historical Society is able to receive donations that are tax deductible as a Section 501(c)(3) non profit corporation;

WHEREAS, the Historical Society has received in 1997 an anonymous donation in the amount of \$25,000, with an additional \$25,000 pledge each year for the years 1998 and 1999, for a total of \$75,000, for the purposes of preserving the Baugh House; and

WHEREAS, the City and the Historical Society have in the past, and wish to continue in the future, to cooperate in the care, preservation, and presentation of historical exhibits and displays relating to the history of the City of Wheat Ridge all for the benefit of the general public;

WHEREAS, the Parties wish to enter into a formalized agreement whereby the purposes above specified may be carried out;

NOW, THEREFORE, in consideration of the mutual promises and undertakings specified herein, the Parties, for themselves, their heirs, successors and assigns, do hereby covenant, warrant and agree as follows:

1. The City and the Historical Society shall commence a joint public participation process to determine uses and plans for restoration and preservation of the Baugh Property.
2. Within the limitations of its budget and subject to appropriations, the City shall restore and preserve the Baugh House, auxiliary buildings and surrounding grounds. All improvements shall be made in conformance with the Department of Interior Standards for Historic Preservation.
3. The City shall apply for grants to help pay the costs associated with the restoration and preservation of the Baugh Property, including but not limited to the Colorado Historical Fund, Jefferson County Open Space, and GOCO (Great Outdoors Colorado).

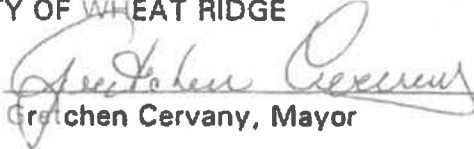
The Historical Society shall transfer to the City the anonymous donation of \$25,000 per year for three (3) years to satisfy the financial match required for the grant applications described in Paragraph 3.

5. It is anticipated that monies received for the restoration and preservation of the Baugh Property will come from donations, grants, proceeds from fund-raising events and monies budgeted and appropriated by the City. All funds shall be placed in a special fund held by the City.
6. The Wheat Ridge City Council, upon the recommendation of the Historical Society, shall approve the scope of work for any repairs or expenditures associated with the restoration and preservation of the Baugh House.
7. The City and the Historical Society agree to cooperate fully in any necessary aspect when applications are made for grants relating to preservation of the Baugh Property or exhibits.
8. The City shall be responsible for maintenance, operations, liability insurance and all other reasonable and necessary expenditure related to the ownership of the Baugh Property, to the same extent it is for all municipally owned properties.
9. This contract shall continue in full force until the same is terminated by a writing signed by either party and delivered to the other party, or by the mutual written consent of the Parties.
10. The financial participation of the Historical Society is predicated upon the Baugh Property remaining in City Ownership. In the event (1) the City transfers the Baugh Property to an entity not controlled by the City, or (2) the Baugh House structure is moved from its present location, all funds donated, transferred or made available to the City from the Historical Society for restoration of the Baugh Property shall be returned to the Historical Society.

ATTEST


Wanda Sang, City Clerk

CITY OF WHEAT RIDGE

By: 
Gretchen Cervany, Mayor

APPROVED AS TO FORM:


City Attorney

ATTEST

WHEAT RIDGE HISTORICAL SOCIETY

By: 