

AGENDA

**CITY COUNCIL MEETING
CITY OF WHEAT RIDGE, COLORADO
7500 WEST 29TH AVENUE, MUNICIPAL BUILDING**

June 26, 2017
7:00 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, at 303-235-2877 at least one week in advance of a meeting if you are interested in participating and need inclusion assistance.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL OF MEMBERS

APPROVAL OF Council Study Notes of June 5, 2017

PROCLAMATIONS AND CEREMONIES

CITIZENS' RIGHT TO SPEAK

- a. Citizens, who wish, may speak on any matter not on the Agenda for a maximum of 3 minutes and sign the Public Comment Roster.
- b. Citizens who wish to speak on Agenda Items, please sign the GENERAL AGENDA ROSTER or appropriate PUBLIC HEARING ROSTER before the item is called to be heard.
- c. Citizens who wish to speak on Study Session Agenda Items, please sign the STUDY SESSION AGENDA ROSTER.

APPROVAL OF AGENDA

1. CONSENT AGENDA

- a) Resolution 24-2017 – approving an Agreement between the City of Wheat Ridge and the Wheat Ridge Historical Society
- b) Resolution 23-2017 – approving the 2017 Police Recruit Training Agreement and issuing a \$36,000 payment to the Lakewood Police Department to provide Law Enforcement Academy Training for six Wheat Ridge Police Recruits at the Combined Regional Academy

PUBLIC HEARINGS AND ORDINANCES ON SECOND READING

2. Resolution 22--2017 – approving a Seven-Lot Subdivision Plat for property zoned Residential-One (R-1) at 11435 W. 32nd Ave. (Case No. WS-16-02/Merkwood Estates)

ORDINANCES ON FIRST READING

3. Council Bill 12-2017 – reappointing Presiding Municipal Judge Christopher Randall, increasing his hourly compensation and approving a Presiding Municipal Judge Services Agreement
4. Council Bill 13-2017 – approving a Lease with Verizon Wireless for placement of a Cellular Antenna Facility on the Wheat Ridge Recreation Center
5. Council Bill 14-2017 – amending Sections 16-81 and 16-84 of the Wheat Ridge Code of Laws to legalize gravity knives and switchblades, consistent with State Law

CITY MANAGER'S MATTERS

CITY ATTORNEY'S MATTERS

ELECTED OFFICIALS' MATTERS

ADJOURNMENT

STUDY SESSION NOTES

CITY OF WHEAT RIDGE, COLORADO

City Council Chambers 7500 W. 29th Avenue

June 5, 2017

Mayor Joyce Jay called the Study Session to order at 6:30 p.m.

Council members present: Monica Duran, Zachary Urban, Janeece Hoppe, George Pond, Genevieve Wooden

Absent: Kristi Davis (excused), Larry Mathews (excused), Tim Fitzgerald (excused)

Also present: City Clerk, Janelle Shaver; City Attorney, Jerry Dahl; City Manager, Patrick Goff; Community Development Director, Ken Johnstone; other staff, guests, and interested citizens

CITIZEN COMMENT ON AGENDA ITEMS

Joe DeMott (WR), as board president representing the Wheat Ridge Business District, spoke on Item 3.

- For 20 years the WRBD has given matching grants to businesses for various façade and property improvements. They have also done large project grants. Historically grants totaled \$90K/year, but in recent years it has been much less and the WRBD hasn't asked for increased funding for several years.
- Construction costs have quadrupled since the grant program started, but the grant maximums have not. The WRBD board has unanimously agreed to increase their funding maximums.
- They'd like to work with City Council to encourage these major commercial renovations to upgrade and modernize facades while doing major storm repairs. WRBD funds do not cover repairs, but business owners have indicated that major renovations are impossible when coupled with storm repairs. More funds are needed.
- The WRBD is proposing a temporary expanded Facade Plus program.
- They do have current funding and will be carrying out this year's grant program.

1. Staff Report(s) none

2. Municipal Court Judge contract renewal

Judge Christopher Randall addressed the Council. He reported briefly about his hours and duties. He is here for court Monday, Wednesday and Thursday for 10-11 hours and half day on Tuesday for the department directors meeting and other administrative duties. The rare jury trial is held on the last Thursday of the month. He noted Wheat Ridge is one

of few municipal courts that handles domestic violence. They are few, but time-consuming.

Mr. Goff explained an ordinance is necessary and 1st reading is scheduled for June 12.

Questions from City Council and discussion followed.

- The Court's goals and mission are primarily procedures for the clerks: payment plans, sentences, probation, warrants, etc. We are one of the few municipalities with a probation department.
- Customer service improvements have been changes enacted by the staff. Office equipment upgrades are part of a citywide project. They would like to get court dedicated software.
- Judge Randall explained the process for handling domestic violence cases. Except repeat offenders, most all DV offenders are placed on probation. Treatment is done by state certified providers.
- Judge Randall noted that the salary comps presented do not take into account the fact that he is a department director (CO Springs is the only other city he can think of with that arrangement), the volume of our docket (homelessness, drugs, hotels, emergency room, detox), and we handle more than traffic cases.

Mr. Dahl reported that our contract arrangement is similar to other jurisdictions where the judge is an integral part of the organization, serving as a department head and is more of an employee -- rather than an hourly contract employee. There is also consideration of the size and nature of the docket.

- Judge Randall believes we have a heavier docket because of geographic location -- accessibility, Denver to the east, the parks, the creek, lots of retail (mostly theft). There is a good number of WR offenders, but also outside people -- transient, underemployed, etc.
- Our collection rate is as good as or better than other cities. New state laws 1) prevent the courts from issuing warrants for failure to pay, and 2) also leans toward alternative sentencing (treatment, counseling, community service, etc.). We can, and will soon be contracting with a collection agency. Per Mr. Dahl, the rate for the collection agency will be negotiated -- likely around 25%.
- Judge Randall also works for Thornton a couple times a year. In the immediate future, he will be spending extra hours in Thornton due to health issues for their judge. He also spends about 4 hours a month working with the E-470 Tollway court.
- A new law allows municipal courts to handle DUR cases. Also, beginning in August municipalities will expunge juvenile criminal records (previously a responsibility of the state). This will add another half day a week.
- Mr. Dahl explained some changes that will be added to the contract Council has now: 1) Correction of language to be consistent with the Charter; 2) Some code of ethics and ex parte contact language the Judge has provided; and 3) Addition of some protective language for the City related to IRS requirements.
- Judge Randall noted he is past president of the Municipal Judges Association; he's an old-timer with a fair amount of experience.

- Code and criminal cases receive the same due process; a jury trial is always an option. For animal and code cases and abatement processes, the Judge strives for compliance rather than dragging things out and running up court costs.

Councilmember Hoppe received consensus to have the City attorney prepare an ordinance renewing the Judge's contract for another two years. Mr. Dahl will include various pay-raise options.

3. Contract Building Inspection Services/WRBD Emergency Appropriation

Contract Building Inspection Services

Mr. Goff explained that Councilmembers Urban and Duran requested discussion on two issues:

1. A special appropriation for added contract labor for customer services related to the recent hailstorm.
2. An emergency appropriation of \$300,000 for the WR Business District for expansion of the Localworks BUBL and HIP loans and WRBD's business improvement grants.

Councilmember Urban outlined the issues.

- Feedback from constituents and businesses indicates concerns about the building permit process and a probable backlog on inspections.
- After the 2009 storm, \$120,000 was appropriated for extra employees to cover the customer service needs.
- Request for increased funding for WRBD as explained earlier by Mr. DeMott.

Ken Johnstone outlined issues the Building Division is facing due to the hail and the steps being taken to address the overwhelming number of roofing permit applications.

- This storm is probably worse in scope than 2009 because the affected area is larger.
- Depending on size, the average cost of a residential permit is running just over \$200.
- There should be adequate revenue to cover the cost of extra contract employees.
- The influx of permits began on May 26th. Applications were averaging 70 per day, but have now increased to between the low 80's to over 100. We did 95 today.
- We have a contract with Charles Abbott & Associates, a reputable California firm with Colorado offices. They are working with us to provide extra inspectors. We will need 3 more full time inspectors for the foreseeable future. We have one full time inspector in house.
- There are 13,500 residential structures in the city, plus several thousand commercial structures.
- We have one permit tech right now, and were in the process of filling the other position. One tech can do about 70 permits a day. Abbot provided a helper for one week, and is working to get someone long term for us. With two individuals we could do 140 per day. This will likely last 6 months to a year.
- We do next day inspections and require mid roof inspections (middle of the process).

He explained the permit and mid-roof inspection process and the various steps that have been taken to handle the large volume of permits.

- Have suspended online permitting because we couldn't keep up with them.
- Temporarily suspended the two-hour timeline inspection windows.
- Have allowed some flexibility in the mid-roof inspection process.
- We installed a ticket (number) system for the queueing, which starts as early as 5am.
- Have been limiting one contractor to four permits per day. Tomorrow we will go to a limit of two per day. (Example: Today permitting was cut off at 7:10 am because we already had 95 permits to process.) The rationale is that it's more fair to give 2 permits a day to 40 contractors, than 20 permits a day to 4 contractors.
- Considering reinstating on-line permitting, but don't want to create false expectations, since even on-line applications take time to process.
- We have contracted with Abbott to bring in a contract permit tech and three inspectors (for a total of four). Staff expects the funding will be available (\$250-300K).
- Outreach to other cities indicates we are keeping up pretty well, numberwise. Our financial system, ADG, is old and not as user friendly or web enabled as some, but we're making due. A new system is about \$1M and we have been saving for it.
- Mr. Johnson knows having to wait seven hours is not good customer service, but he thanked the contractors for being cordial and understanding in a bad situation.
- The storm in 2009 required a supplement of \$120K. Staff will return with the supplemental needs for this event.
- Staff may be asking Council to lift the 7pm limit for work hours and change to "7am to sunset".

Matching grant program

This is a request for temporary expansion of the WRBD grant program with an emergency allocation of \$300,000 to supplement their current matching grant program and possibly expand it to residential properties as well.

Councilmember Urban noted this is not for storm recovery, but to allow for additional improvements while they are doing storm repairs. There will be a significant amount of revenue from this storm.

Discussion followed.

Councilmember Hoppe offered:

- Architectural upgrades are a good idea for our aging commercial building stock.
- She is on the WRBD board and advised that the matching funds for grants are being handled prudently. (See Cress, Compass Construction, Dairy Queen)
- Even a portion smaller than \$300K would help. The current allocation is \$45K.
- BUBL and HIP loans are through Localworks, that has its own directors and program. WRBD is managed by Localworks, but has its own board of directors.
 - BUBL (Building Up Business Loans) are for structural projects, up to \$50K, 0% interest first year, 4% interest remaining four years
 - HIP loans are for adding square footage
 - The WRBD grants are for exterior building improvements up to \$5K.
 - All the funds come from the City.

Councilmember Wooden would prefer to see the money split between commercial and residential and be loans rather than grants (to ensure businesses have some skin in the game). Councilmember Hoppe reported 1) WRBD declined to include residential as it is not in their mission scope, 2) businesses are invested because the grants only partially fund the improvements, and 3) if Localworks wants to increase their residential HIP loans they can come in and ask for funding.

Mr. DeMott added that WRBD matches only up to 50%. A Façade Plus would be a tiered system up to \$10K.

Councilmember Pond offered support of the concept but would need more specifics, including a more accurate forecast of revenue.

Mr. Goff added some issues Council might consider in the discussion:

- We are at our reserve limit for our Fruitdale obligations and can't fulfill our obligation.
 - The upcoming closure of Walmart will impact our revenue projections for this year well into six figures. Even if they do move across the highway to Clear Creek Crossing, it will be 2 years. We may know by the end of June if that's going to happen.
 - Council has the option of lowering the reserves below the required 17%.
 - Staff needs more time to examine the revenue picture; it's too early to be sure.
- Councilmember Urban, using the 2009 storm for reference, outlined how this storm will provide significant revenue to the City. He would like to see that revenue tied to reinvestment for the business districts.
 - Councilmember Pond urged caution about planning how this money gets spent before we know how much it is.
 - Councilmember Wooden noted residents were hit too and urged care by the Council not to create a perception that it is showing favoritism to businesses.
 - Councilmember Duran was assured more facts and figures will be available in a few weeks; she encouraged councilmembers to remain open-minded.

Councilmember Urban asked for consensus to move forward in support of an emergency allocation of \$100K to the WRBD for Facade Plus – to be re-evaluated when the future revenue picture is clearer.

It was noted the WRBD does have some funds and could continue their program for a while. Following further discussion there was adequate support to move ahead with the allocation as more information is received.

4. Elected Official's Report(s)

Mr. Goff noted that July 3 is scheduled for a study session and July 4 is a holiday. There was immediate agreement to cancel the study session. Mr. Goff will put it on the agenda.

Genevieve Wooden reported the open house for the DeAngelis Center (Martensen) happened last week. She suggested Council do the active shooter simulation class.

Zachary Urban suggested Council receive some training about emergency protocol for Council chambers. Mr. Goff agreed that was a good point and reported that employees have received such training.

Mayor Jay reported that doing “Riding the Rails with the Mayors” left her in awe of all the growth. She also reported taking part in a grocery bagging event as a fundraiser for the food bank.

Monica Duran read the letter the City received today announcing Walmart’s closure on July 7. Mr. Goff reported being told that a good portion of the employees will be relocated to Arvada. ~ Ms. Duran opened a discussion soliciting support for the Paris Agreement. Mayor Jay proposed a resolution of support. Mr. Pond supports it, but would like the WRESC to recommend it. Mr. Goff read the Mayors Climate Agreement that is available. Mr. Urban noted the deadline to sign the Paris Agreement is past and suggested the WRESC provide guidance and advice on this first – that a resolution was premature. He also questioned the net benefit to Wheat Ridge. Ms. Hoppe suggested general support was appropriate. There followed extended discussion about how important this is for our community.

There was consensus to proceed with a resolution supporting Mayor Jay signing the Mayor’s Climate Agreement.

Ms. Duran reported getting phone calls about ADU’s and wondered when that would be addressed. Mr. Goff explained that the storm has overwhelmed both the Building and Planning departments, and no one has the capacity do address ADU’s now. There is also work to be done on the 2E projects. He suggested possibly in six months.

ADJOURNMENT

The Study Session adjourned at 8:59 pm.

Janelle Shaver, City Clerk

APPROVED BY CITY COUNCIL ON June 26, 2017

George Pond, Mayor Pro Tem

REQUEST FOR CITY COUNCIL ACTION**TITLE: RESOLUTION NO. 24-2017 – A RESOLUTION APPROVING
AN AGREEMENT BETWEEN THE CITY OF WHEAT
RIDGE AND THE WHEAT RIDGE HISTORICAL SOCIETY**

- ☐ PUBLIC HEARING
☐ BIDS/MOTIONS
☒ RESOLUTIONS

- ☐ ORDINANCES FOR 1ST READING
☐ ORDINANCES FOR 2ND READING

QUASI-JUDICIAL:

☐ YES☒ NO
Parks and Recreation Director
City Manager**ISSUE:**

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.

This attached agreement addresses and updates the responsibilities of the City and the Historical Society regarding the operation and maintenance of these properties.

The updated agreement 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.

PRIOR ACTION:

Agreements for the Historic Park were completed in 1987, and in 1998 for the Baugh property. An updated agreement was presented to City Council at a study session on June 19, 2017, for approval. The Historical Society has approved the attached agreement.

FINANCIAL IMPACT:

There is no additional financial impact associated with the agreement.

BACKGROUND:

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 the 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 properties owned by the City.

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.

RECOMMENDATIONS:

Staff is recommending that the City and the Historical Society enter into a new comprehensive agreement to replace the 1987 and 1998 contracts.

RECOMMENDED MOTION:

“I move to approve Resolution No. 24-2017, a resolution approving an agreement between the City of Wheat Ridge and the Wheat Ridge Historical Society.”

Or,

“I move to postpone indefinitely the approval of Resolution No. 24 -2017, a resolution approving an agreement between the City of Wheat Ridge and the Wheat Ridge Historical Society for the following reason(s) _____.”

REPORT PREPARED BY:

Joyce Manwaring, Parks and Recreation Director

Patrick Goff, City Manager

ATTACHMENTS:

1. Resolution No. 24-2017
2. Wheat Ridge Historical Park Agreement

CITY OF WHEAT RIDGE, COLORADO
RESOLUTION NO. 24
Series of 2017

TITLE: A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF WHEAT RIDGE AND THE WHEAT RIDGE HISTORICAL SOCIETY

WHEREAS, the City of Wheat Ridge owns the properties known as the Historic Park and Baugh House; and

WHEREAS, the Wheat Ridge Historical Society operates the Historic Park and Baugh House; and

WHEREAS, the City and Historical Society partner to operate, program and maintain these properties; and

WHEREAS, an agreement defining the responsibilities of each party is desired; and

WHEREAS, and updated agreement 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.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Wheat Ridge, Colorado, as follows:

THE 2017 UPDATED AGREEMENT BETWEEN THE CITY OF WHEAT RIDGE AND THE WHEAT RIDGE HISTORICAL SOCIETY IS HEREBY APPROVED

DONE AND RESOLVED this 26th day of June 2017.

BY: _____
Joyce Jay, Mayor

ATTEST:

Janelle Shaver, City Clerk

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

A true and correct copy of the Johnson Collection Inventory is maintained at the Wheat Ridge Historical Society office, Historic Park, 4610 Robb Street, and the Park and Recreation office, 4005 Kipling Street.

REQUEST FOR CITY COUNCIL ACTION


TITLE: RESOLUTION NO. 23-2017 – A RESOLUTION APPROVING THE 2017 POLICE RECRUIT TRAINING AGREEMENT AND ISSUING A \$36,000 PAYMENT TO THE LAKEWOOD POLICE DEPARTMENT TO PROVIDE LAW ENFORCEMENT ACADEMY TRAINING FOR SIX WHEAT RIDGE POLICE RECRUITS AT THE COMBINED REGIONAL ACADEMY

☐ PUBLIC HEARING
☐ BIDS/MOTIONS
☒ RESOLUTIONS

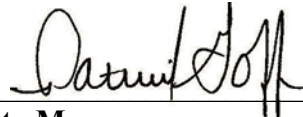
☐ ORDINANCES FOR 1ST READING
☐ ORDINANCES FOR 2ND READING

QUASI-JUDICIAL: ☐ YES

☒ NO



Chief of Police



City Manager

ISSUE:

Wheat Ridge Police Department (WRPD) is requesting approval of a training agreement between the City of Lakewood, on behalf of itself and Jefferson County, and the City of Wheat Ridge. The joint academy will train new officers and will be known as the Jefferson County Sheriff's Office and Lakewood Police Department's Combined Regional Academy. WRPD is also requesting \$36,000 to provide Colorado Peace Officer's Standards and Training (POST) for six new recruits.

PRIOR ACTION:

These fees have been budgeted annually by the Police Department and approved by City Council.

FINANCIAL IMPACT:

Colorado Peace Officer's Standards and Training certification is \$6,000 for each of the six recruits. The total amount of these fees has been budgeted by the Police Department and approved by City Council for the 2017 Budget in account # 01-207-700-728. The total cost of training the six recruits is \$36,000, payable to the Lakewood Police Department.

BACKGROUND

The Jefferson County Sheriff's Office and Lakewood Police Department's Combined Regional Academy currently holds two law enforcement training academy sessions, one in January and one in July. The Police Department uses this regional academy to train newly hired police recruits to become certified law enforcement officers as required by the Colorado Peace Officer's Standards and Training Board. For the July class, staff has reserved space for six police recruits to fill current position vacancies and to allow for attrition, which is likely to occur within the next six months.

RECOMMENDATIONS:

Approve the Police Recruit Training Agreement and the payment of \$36,000 to the Lakewood Police Department.

RECOMMENDED MOTION:

"I move to approve Resolution No. 23-2017, a resolution approving the 2017 Police Recruit Training Agreement and issuing a payment of \$36,000 to the Lakewood Police Department to provide law enforcement academy training for six Wheat Ridge Police recruits at the Combined Regional Academy."

Or,

"I move to postpone indefinitely Resolution No. 23-2017, a resolution approving the 2017 Police Recruit Training Agreement and issuing a payment of \$36,000 to the Lakewood Police Department to provide law enforcement academy training for six Wheat Ridge Police recruits at the Combined Regional Academy, for the following reason(s) _____."

REPORT PREPARED/REVIEWED BY:

Jim Lorentz, Patrol Operations Division Chief

Daniel Brennan, Chief of Police

Patrick Goff, City Manager

ATTACHMENTS:

1. Resolution No. 23-2017
2. 2017 Recruit Training Agreement IGA

CITY OF WHEAT RIDGE, COLORADO
RESOLUTION NO. 23
Series of 2017

TITLE: A RESOLUTION APPROVING THE 2017 POLICE RECRUIT TRAINING AGREEMENT AND ISSUING A \$36,000 PAYMENT TO THE LAKEWOOD POLICE DEPARTMENT TO PROVIDE LAW ENFORCEMENT ACADEMY TRAINING FOR SIX WHEAT RIDGE RECRUITS AT THE COMBINED REGIONAL ACADEMY

WHEREAS, pursuant to C.R.S. § 29-1-203, the cities of Wheat Ridge and Lakewood, Colorado are authorized to enter into cooperative agreements with other governmental entities to provide any function, service or facility each is authorized to undertake; and

WHEREAS, Lakewood and Wheat Ridge are each authorized to perform law enforcement functions pursuant to Section 6, Article XX of the Colorado Constitution and C.R.S. § 31-15-401; and

WHEREAS, such law enforcement functions occasionally necessitate the training of new police officer recruits; and

WHEREAS, Wheat Ridge does not employ a large enough number of police officer recruits or dedicated training staff to operate its own law enforcement training academy; and

WHEREAS, the City of Lakewood operates a law enforcement training academy, in cooperation with the Jefferson County Sheriff's Office; and

WHEREAS, the Wheat Ridge Police Department recommends sending its police officer recruits to said academy, under those terms and conditions set forth in the intergovernmental agreement attached to this Resolution; and

WHEREAS, the Wheat Ridge City Council ("Council") finds that approval of the attached agreement would promote the public health, safety and welfare by providing cost-effective quality training to future Wheat Ridge police officers; and

WHEREAS, the cost of attending the recruit training is \$6,000 per recruit, and the police department has six new recruits to be trained; and

WHEREAS, in accordance with Section 14.2 of the City's Home Rule Charter, the City Council wishes to approve said intergovernmental agreement by resolution.

NOW, THEREFORE, BE IT RESOLVED by the Wheat Ridge City Council, that:

The Police Recruit Training Agreement by and between the City of Lakewood and the City of Wheat Ridge, concerning the training of Wheat Ridge police officer recruits at the Combined Regional Academy at a cost of \$6,000 per recruit, as attached to this Resolution and incorporated herein by reference, is hereby approved. The Mayor and City Clerk are authorized to execute the same.

DONE AND RESOLVED this _____ day of June, 2017.

Joyce Jay, Mayor

ATTEST:

Janelle Shaver, City Clerk

POLICE RECRUIT TRAINING AGREEMENT

This POLICE RECRUIT TRAINING AGREEMENT (the "Agreement") is made and entered into this 10th day of July, 2017 (the "Effective Date"), by and between the City of Lakewood, a home rule municipal corporation of the State of Colorado whose principal business address is 480 South Allison Parkway, Lakewood, Colorado 80226 ("Lakewood"), on behalf of itself and Jefferson County, Colorado (the "County"), and the City of Wheat Ridge, a municipal corporation of the State of Colorado, with offices at 7500 W. 29th Avenue, Wheat Ridge, Colorado 80033 ("Wheat Ridge").

WITNESSETH:

WHEREAS, Lakewood and the County conduct a joint academy for the training of law enforcement officers known as the Jefferson County Sheriff's Office and Lakewood Police Department's Combined Regional Academy (the "Academy"); and

WHEREAS, Wheat Ridge is desirous of having six (6) of its police recruits ("Recruits") attend the Academy; and

WHEREAS, Article XIV, Section 18 of the Colorado Constitution and Part 2, Article 1, Title 29, C.R.S., encourage and authorize intergovernmental agreements among government entities to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each.

NOW, THEREFORE, for the mutual covenants and promises and other valuable consideration, the receipt and adequacy of which is expressly acknowledged, the parties hereby agree as follows:

1. Purpose. The purpose of this Agreement is to provide training of the Recruits at the Academy.
2. Term of Agreement. This Agreement shall have a term of six (6) months from the Effective Date. The provisions herein relating to insurance and the covenant not to sue shall survive the termination or expiration of this Agreement.
3. Description of Training. The Academy shall provide classroom instruction as well as all testing and evaluation of the Recruits as required by State of Colorado Peace Officer Standards and Training including, but not limited to, firearms training, police driving and arrest control.
4. Payment. Wheat Ridge shall pay to Lakewood, at the commencement of the Academy, **Six Thousand dollars (\$6,000)** for each Recruit to be trained at the Academy.
5. Termination. Either party may terminate this Agreement by providing to the non-terminating party, not less than fifteen (15) days prior to the date of termination, written notice of termination including the effective date thereof.
6. Independent Contractor Status. Lakewood, the County and Wheat Ridge are all governmental entities (each, an "Entity"). No officer or employee of any Entity shall be considered or deemed an officer or employee of any other Entity for any purpose, including worker's compensation insurance benefits and any other benefit. The Recruits

are and shall remain employees of Wheat Ridge and as such are not eligible for any salary or benefits from Lakewood or the County.

7. Insurance.

- a. Wheat Ridge shall continuously maintain statutory Worker's Compensation employer's liability coverage. Wheat Ridge is responsible for any deductible losses under such policies or payment of any retention amounts under a self-insurance program. A certificate of insurance acceptable to Lakewood must be provided upon execution of this Agreement unless the parties arrange otherwise.
- b. Both parties shall maintain general and auto liability, law enforcement liability and public officials' liability insurance. Wheat Ridge agrees to provide a certificate of insurance to Lakewood stating that notice of any cancellation of such insurance will be provided to Lakewood not less than thirty (30) days prior to any such cancellation. All cancellation notices shall be sent to the City of Lakewood, Risk Management Division.

8. Covenant not to sue. Wheat Ridge, in connection with the training of its Recruits as provided herein, hereby agrees to release, waive and discharge, and covenants not to sue, Lakewood and the County, and their respective officers, employees and insurers, from and against any and all claims, damages, liabilities, demands and court awards of any kind whatsoever, which arise from any acts or omissions of any Recruit while being trained pursuant to this Agreement or thereafter, that are in any manner connected with any Recruit, if such injury, loss or damage is or is claimed to be caused in whole or in part by the act, omission or other fault of any Recruit or the training of Recruits hereunder. The parties understand, are relying upon and do not waive or intend to waive by any provision of this Agreement the monetary limitations (presently \$350,000 per person, and \$990,000 per occurrence) or any other rights, immunities or protections, provided by the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to the parties and their officers or employees.

9. General Provisions.

- a. Integration. This Agreement contains the entire understanding among the parties, and no statement, promise or inducement made by either party that is not contained herein shall be valid or binding. This Agreement may not be enlarged, modified altered or extended except in writing, signed by the parties and endorsed herein. This Agreement shall inure to the benefit of and be binding upon Lakewood and Wheat Ridge and their successors and assigns.
- b. Assignment. This Agreement shall not be assigned by either party.
- c. Severability. If any part of this agreement is held by the courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining parts shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part held to be invalid.
- d. Venue. Venue for any and all legal actions regarding the transaction covered herein shall lie in the District Court in and for Jefferson County, Colorado, and this transaction shall be governed by the laws of the State of Colorado.

- e. Authority. This instrument shall not constitute an agreement until accepted, in writing by the duly authorized representative of Lakewood and Wheat Ridge.
- f. Electronic Disposition. The parties acknowledge and agree that the original of this Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this Agreement, may be used for any purpose as if it were the original, including proof of the content of the original writing.
- g. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF LAKEWOOD

Daniel J. McCasky, Chief of Police

ATTEST:

Margy Greer, City Clerk

Approved as to form:

Janet Young, Deputy City Attorney

CITY OF WHEAT RIDGE

Joyce Jay, Mayor

ATTEST:

Janelle Shaver, City Clerk

Approved as to form:

Gerald Dahl, City Attorney

REQUEST FOR CITY COUNCIL ACTION

TITLE: RESOLUTION NO. 22-2017 – A RESOLUTION APPROVING A SEVEN-LOT SUBDIVISION PLAT FOR PROPERTY ZONED RESIDENTIAL-ONE (R-1) AT 11435 W. 32ND AVENUE (CASE NO. WS-16-02/MERKWOOD ESTATES)

☒ PUBLIC HEARING
☐ BIDS/MOTIONS
☒ RESOLUTIONS

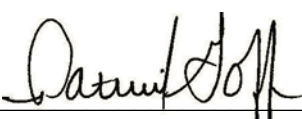
☐ ORDINANCES FOR 1ST READING
☐ ORDINANCES FOR 2ND READING

QUASI-JUDICIAL: ☒ YES

☐ NO



Community Development Director



City Manager

ISSUE:

The applicant is requesting approval of a seven-lot subdivision plat for property zoned Residential-One (R-1) at 11435 W. 32nd Avenue. The purpose of the subdivision is to split the development parcel in accordance with the R-1 zone district regulations to create seven new single-family home sites.

PRIOR ACTION:

Planning Commission reviewed this request at a public hearing held on June 1, 2017 and gave a recommendation of denial for the following reason:

1. The proposed street system and drainage design do not provide a logical development pattern for the new parcels.

The minutes from the June 1, 2017, Planning Commission public hearing (Attachment 3), and numerous letters of objection that were submitted to the Planning Commission, are included (Attachment 4).

FINANCIAL IMPACT:

Fees in the amount of \$2,160 were collected for the review and processing of Case No. WS-16-02.

BACKGROUND:

Subject Property

The subject property, 11435 W. 32nd Avenue, is comprised of two parcels of land. One parcel fronts on West 32nd Avenue, and includes a single-family home built in 1932. It is just over an acre in size. The larger property is 3.77 acres in size and is north of the other site. This parcel is vacant and has a narrow strip of land extending south to 32nd Avenue, which provides access to the property. This larger parcel was most recently used for agrarian activities and Lena Gulch and its floodplain encumber the northern 350 feet. The combined area of the two lots is 4.9 acres.

Surrounding zoning and land use

The development parcel is surrounded by properties that are zoned R-1. Single-family homes are immediately adjacent to the west, developed as the Applewood Brookside Subdivision platted in 1983, and the Freimuth Subdivision platted in 2011. Property to the east is the Applewood Baptist Church (ABC) parking lot and a regional drainage way that provides overflow for drainage coming from the southwest across 32nd Avenue. This drainage way is located on the ABC lot and is roughly 10 feet lower than the surface area of the ABC parking lot. The Quail Hollow Subdivision, platted in 2014, is located to the north of the ABC parking lot. The Lena Gulch drainage way and floodplain abut the property to the north and are also zoned R-1.

Plat design

Attached to the Planning Commission report is a copy of the proposed subdivision plat, which contains two sheets (Attachment 2).

Sheet 1 is the declaration page and contains the legal description, required signature blocks for property owners, a recording block and notes.

Sheet 2 contains the layout of the subdivision. The plat will subdivide the property into seven new lots to be developed with single-family homes. All lots meet or exceed the R-1 minimum lot size of 12,500 square feet and lot width of 100 feet.

A street connection for West 33rd Avenue runs across the center of the subdivision and connects the Applewood Brookside and Quail Hollow Subdivisions on either side. A new street (Robb Street) extends south from 33rd and dead ends north of 32nd Avenue. A turn-around feature for vehicles is provided between Lots 1 and 2. There is no vehicular connection from Robb to West 32nd Avenue, except for pedestrian access. Both Robb Street and 33rd Avenue will be full-width, dedicated local streets with 39 and 53 feet of right-of-way width, respectively. Curb, gutter and attached sidewalk will be installed on both sides of 33rd Avenue. Improvements to Robb Street will include curb and gutter and sidewalk on one side of the street with parking on one side.

Lots 1 – 6 are located south of 33rd Avenue and gain access from Robb Street. Lot 7 is located north of 33rd Avenue, which will provide its access. The northern half of Lot 7 is encumbered

with 100-year flood plain and floodway designations, which are depicted on Sheet 2. No construction can occur in these areas.

There are several easements shown on the plat. Emergency vehicle easements are provided from 32nd Avenue and between Lots 1 and 2. Drainage and utility easements are provided along the east and west property lines for Lot 7. A sanitary sewer easement for an existing line is provided across the northern one-third of Lot 7. Tract A is designated as a stormwater detention and drainage easement. The HOA will be responsible for maintenance of the detention pond and water conveyance channels. Staff will require review and approval of the HOA covenants to ensure that adequate provisions for maintenance have been made.

This case has been through a standard referral process and all agencies can provide service subject to improvements installed at the developer's expense. Public Works has reviewed and approved a drainage plan and report for the property.

Area traffic circulation

When the Applewood Brookside plat, immediately west of the proposed development, was approved and developed circa 1983, Routt Street was extended north from 32nd Avenue to serve the new homes and it terminated with a cul-de-sac bulb. However, as part of the plat approval, right-of-way was clearly dedicated for West 33rd Avenue to the east so that upon new development to the east could be extended.

More recently, when the Quail Hollow Subdivision, immediately east of the proposed development, was platted and developed, 33rd Avenue was extended west from Quail Street and was terminated with an offset cul-de-sac bulb. However, the right-of-way was dedicated and the street improvements were constructed to facilitate the extension of 33rd Avenue to the west, upon development to the west on the subject parcel. With the extension of 33rd Avenue, the excess right-of-way for the offset cul-de-sac will be vacated to the adjacent properties to the north.

Providing this connection of 33rd Avenue is critical to the development of this subdivision and in improving the connectivity for both residents and emergency vehicles. It has clearly been the City's intent to provide this street connection since the early 1980s with both adjacent subdivisions.

Attachment 5 is an exhibit that was included in the 1983 case file (WS-83-01) showing the extension of West 33rd Avenue from Routt Street east to Quail Street. Other connections shown include extension of 35th Avenue from Simms east and extension of Routt Street north to 38th Avenue. This exhibit illustrates the City's intent to require additional public street connections for adjacent future development.

The connection of 33rd Avenue from Quail to Routt would eliminate two cul-de-sacs that are over 600-feet long, improving the north/south and east/west options of both the proposed and both existing neighborhoods. Pursuant to Article IV of Chapter 26 of the city code, the maximum cul-de-sac length is 750 feet. If 33rd is not connected to Routt Street, Robb Street at its southern terminus would be almost 1400 feet long.

In addition, there would be safety and construction issues with trying to connect Robb Street to 32nd Avenue. Connecting Robb Street on the west side of the subdivision would place the street too close to Routt Street. This further increases the danger posed by the offset of the existing Routt Street intersections with 32nd Avenue. Connecting Robb Street on the east side of the subdivision creates a dangerous offset with the existing Robb Street intersection on the south side of 32nd Avenue. Further, the subdivision regulations discourage subdivision access to arterial and collector streets due to the high volume, and higher speed traffic they carry.

The south end of Robb Street is over five feet below 32nd Avenue, which would require substantial fill to bring Robb Street up to 32nd Avenue. In addition, the presence of the drainage conveyance on the east side of the property further complicates this connection. The city does think that a pedestrian connection is important from the subdivision to 32nd Avenue; and that has been included using accessible ramps to overcome the more than five-foot elevation difference.

The subdivision regulations offer the following requirements regarding subdivision design and connectivity:

- In all subdivisions, the vehicle access and circulation system shall accommodate the safe, efficient, and convenient movement of vehicles, bicycles, pedestrians and transit through the development as well as to and from adjacent properties and land uses.
- The proposed street layout shall provide for the continuation of existing, planned or platted streets in the surrounding area unless the city determines that such extension is undesirable for specific reasons of topography or design.
- Proposed streets shall be extended to the boundary of a subdivision to provide for future use.

Proposed subdivision design alternative

Subsequent to the June 1 Planning Commission public hearing, the applicant submitted a revised plat design (Attachment 6). The revisions depict the same seven-lot subdivision design with 33rd Avenue as a public street extending to the east of the boundary of the Quail Hollow Subdivision. This would allow a full-width public street running between Robb Street and Quail.

West 33rd from the terminus of the existing cul-de-sac bulb for Routt would be paved over to Robb Street; however, it has been proposed that it be gated and allow only emergency and pedestrian access. Staff does not support this revised design and has concerns regarding delayed emergency vehicle response times, endangering public safety for residents in the new subdivision. Attached is correspondence from Bruce Kral from West Metro Fire District commenting on the revised design (Attachment 7).

The revised plat design would need a variance to the maximum length in order to be approved. The applicant has submitted an exhibit identifying cul-de-sacs exceeding the 750-foot maximum length (Attachment 8).

RECOMMENDED MOTION:

Please note that Staff has provided motions for approval and denial. If City Council were inclined to approve an amended plat with a cul-de-sac exceeding 750 feet, the application would need to be re-advertised reflecting a cul-de-sac length variance exceeding the 750-foot maximum from Article IV of Chapter 26.

“I move to approve Resolution No. 22-2017, a resolution approving a seven-lot subdivision plat for property zoned Residential-One (R-1) at 11435 W. 32nd Avenue (Case No. WS-16-02/Merkwood Estates), for the following reasons:

1. City Council has conducted a proper public hearing, meeting all public notice requirements as outlined by Section 26-109 and 26-407 of the Code of Laws. The proposed lots meet or exceed the R-1 zone district regulations.
2. All requirements of the subdivision regulations have been met.
3. The proposed street system and drainage design provide a logical development pattern for the new parcels.
4. Utility districts can serve the property with improvements installed at the developer’s expense.

With the following conditions:

1. A Subdivision Improvement Agreement be executed whereby all public improvements are in place prior to issuance of building permits for individual lots
2. The developer pay parks fees at the time of plat recording in the amount of \$14,983.74
3. The Homeowners’ Association covenants be reviewed and approved by staff
4. The applicant continues working with Public Works making minor corrections to the plat and civil documents.”

Or,

“I move to deny Resolution No. 22-2017, a resolution approving a seven-lot subdivision plat for property zoned Residential-One (R-1) at 11435 W. 32nd Avenue (Case No. WS-16-02/Merkwood Estates), for the following reasons:

1. The requested subdivision has been reviewed by the Planning Commission, which has forwarded its recommendation for denial.
2., (Council can insert additional reasons for denial)

and direct the City Attorney to prepare a Resolution of Denial, to be scheduled for Council consideration at the next available regular business meeting.”

REPORT PREPARED/REVIEWED BY:

Meredith Reckert, Senior Planner

Kenneth Johnstone, Community Development Director

Patrick Goff, City Manger

ATTACHMENTS:

1. Resolution No. 22-2017
2. Planning Commission staff report
3. Planning Commission minutes
4. Letters submitted regarding the application
5. 1983 circulation exhibit
6. Revised plat design
7. West Metro Fire email
8. Cul-de-sac length exhibit

CITY OF WHEAT RIDGE, COLORADO
Resolution No. 22
Series 2017

TITLE: A RESOLUTION APPROVING A SEVEN-LOT SUBDIVISION PLAT FOR PROPERTY ZONED RESIDENTIAL-ONE (R-1) AT 11435 W. 32ND AVENUE (CASE NO. WS-16-02/MERKWOOD ESTATES)

WHEREAS, Chapter 26, Article I of the Wheat Ridge Code of Laws establishes the procedures for the City's review and approval of Subdivision Plats; and,

WHEREAS, an application for a seven-lot subdivision plat was received from Stephen J. Merker V. , to subdivide property located at 11435 W. 32nd Avenue in the Residential-One (R-1) zone district; and,

WHEREAS, all referral agencies have reviewed the request and do not have concerns; and,

WHEREAS, the application complies with the criteria used to evaluate a right-of-way vacation; and,

WHEREAS, all required publishing, posting and notification requirements for a June 26, 2017, City Council public hearing have been met.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Wheat Ridge, Colorado, as follows:

A RESOLUTION APPROVING A SEVEN-LOT SUBDIVISION PLAT FOR PROPERTY ZONED RESIDENTIAL-ONE (R-1) AT 11435 W. 32ND AVENUE (CASE NO. WS-16-02/MERKWOOD ESTATES) BE APPROVED

FOR THE FOLLOWING REASONS:

1. City Council has conducted a proper public hearing meeting all public notice requirements as required by Section 26-109 and 26-407 of the Code of Laws and the proposed lots meet or exceed the R-1 zone district regulations.
2. All requirements of the subdivision regulations have been met
3. The proposed street system and drainage design provide a logical development pattern for the new parcels.
4. Utility districts can serve the property with improvements installed at the developer's expense.

With the following conditions:

1. A Subdivision Improvement Agreement be executed whereby all public improvements are in place prior to issuance of building permits for individual lots

2. The developer pay parks fees at the time of plat recording in the amount of \$14,983.74
3. The Homeowners' Association covenants be reviewed and approved by staff
4. The applicant continues working with Public Works to make minor corrections to the plat and civil documents.

DONE AND RESOLVED by the City Council this 26th day of June, 2017.

By: _____
Joyce Jay, Mayor

ATTEST:

Janelle Shaver, City Clerk



COMMUNITY DEVELOPMENT STAFF REPORT

TO: Planning Commission **CASE MANAGER:** Meredith Reckert

CASE NO. & NAME: WS-16-02/Merkwood Estates

DATE OF MEETING: June 1, 2017

ACTION REQUESTED: A request for approval of a seven-lot subdivision plat on property zoned Residential-One (R-1)

LOCATION OF REQUEST: 11435 W. 32nd Avenue

APPLICANT: Merkwood Homes

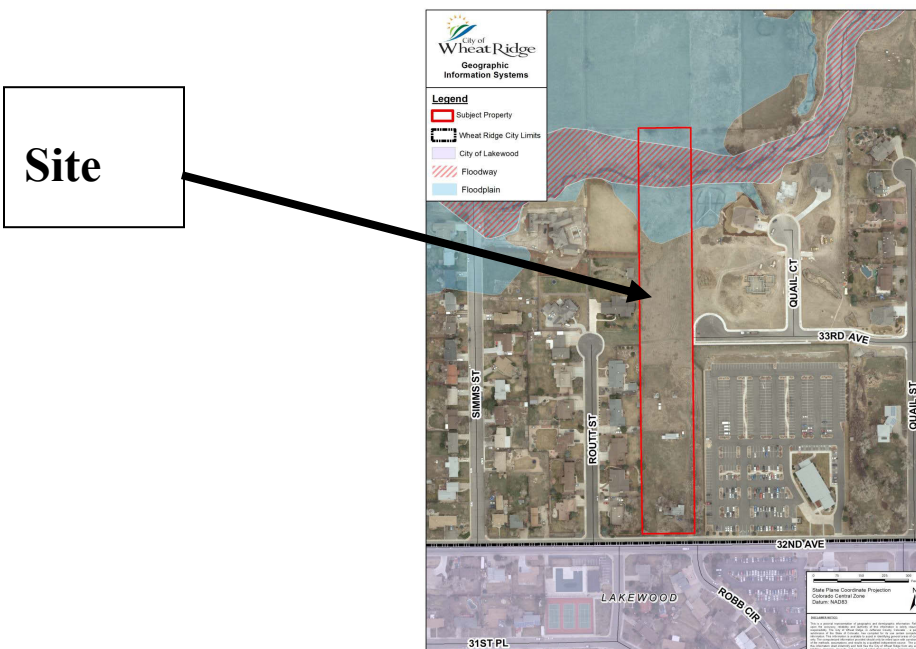
APPROXIMATE AREA: 4.9 acres

PRESENT ZONING: Residential-One (R-1)

COMPREHENSIVE PLAN: Neighborhood

ENTER INTO RECORD: (X) CASE FILE & PACKET MATERIALS

(X) SUBDIVISION REGULATIONS (X) DIGITAL PRESENTATION



Attachment 2

All notification and posting requirements have been met; therefore, there is jurisdiction to hear this case.

I. REQUEST

The applicant is requesting approval of a 7-lot major subdivision on property zoned Residential-One to accommodate 7 new single family residential dwelling sites. The property is located at 11435 W. 32nd Avenue.

Because this is a major subdivision, Planning Commission will be providing a recommendation to City Council who will be the final authority for approval.

A neighborhood meeting is not required for a subdivision application.

II. EXISTING CONDITIONS/PROPERTY HISTORY

Subject Property

The subject property is comprised of two parcels of land. One parcel fronts on West 32nd Avenue, has a single family home built in 1932 on it and is addressed as 11435 W. 32nd Avenue. It is just over an acre in size. The larger property is vacant, is 3.77 acres in size and is north of the other site. It has a narrow strip of land extending south to 32nd Avenue, which provides access to the property. This larger parcel was most recently used for agrarian activities and Lena Gulch and its floodplain encumber the northern 350'. (Exhibit 1, Aerial photo) The combined area of the two lots is 4.9 acres.

Surrounding zoning and land use

The development parcel is surrounded by properties that are zoned R-1. (Exhibit 2, Zoning map) Single family homes are immediately adjacent to the west, developed as the Applewood Brookside Subdivision platted in 1983 and the Freimuth Subdivision platted in 2011. Property to the east is the Applewood Baptist Church (ABC) parking lot and a regional drainage way that provides overflow for drainage coming from the southwest across 32nd Avenue. This drainage way is located on the ABC lot and is roughly 10' lower than the surface area of the ABC parking lot. The Quail Hollow Subdivision, platted in 2014, is located to the north of the ABC parking lot. The Lena Gulch drainage way and floodplain which abut the property to the north are also zoned R-1. (Exhibit 3, Site photos)

III. SUBDIVISION PLAT

Plat design

The proposed plat document is comprised of two sheets. (Exhibit 4, Subdivision Plat)

Sheet 1 is the declaration page and contains the legal description, required signature blocks for property owners, recording information and notes. The notes, among other things, contain the city's standard language regarding easements and detention pond maintenance. It also includes a note regarding maintenance of the common elements in the development.

Sheet 2 contains the layout of the subdivision. The plat will subdivide the property into seven new lots to be developed with single family homes. All lots meet or exceed the R-1 minimum lot size of 12,500 s.f. and lot width of 100'.

A street connection for West 33rd Avenue runs across the center of the subdivision and connects the Applewood Brookside and Quail Hollow Subdivisions on either side. A new street (Robb Street)

extends south from 33rd and dead ends north of 32nd Avenue. A turn-around feature for vehicles is provided between Lots 1 and 2. There is no vehicular connection from Robb to West 32nd Avenue, except for pedestrian and emergency access. Both Robb Street and 33rd Avenue will be full-width dedicated local streets with 39' and 53' of right-of-way width, respectively. Curb, gutter and attached sidewalk will be installed on both sides of 33rd. Improvements to Robb Street will include curb and gutter and sidewalk on one side of the street with parking on one side.

Lots 1 – 6 are located south of 33rd Avenue and gain access from Robb Street. Lot 7 is located north of 33rd Avenue, which will provide its access. The northern half of Lot 7 is encumbered with 100-year flood plain and floodway which are depicted on Sheet 2. No construction can occur in these areas.

There are several easements shown on the plat. Emergency vehicle easements are provided from 32nd Avenue and between Lots 1 and 2. Drainage and utility easements are provided along the east and west property lines for Lot 7. A sanitary sewer easement for an existing line is provided across the northern one-third of Lot 7. Tract A is designated as a stormwater detention and drainage easement. The HOA will be responsible for maintenance of the detention pond and water conveyance channels. Staff will require review and approval of the HOA covenants to ensure that adequate provisions for maintenance have been made.

On-site drainage

When vacant land is developed, historic drainage patterns must be preserved and the flow entering and released from the site must be maintained. The on-site drainage proposal has been analyzed by Public Works and sufficient measures are being taken to ensure that historic and developed flows are being adequately addressed. A drainage swale is provided along the easterly side of Lot 7 to allow stormwater to continue on historical patterns to Lena Gulch, and Tract A at the southerly portion of Lot 7 serves as a water quality pond for the development.

There is also a minor tributary to Lena Gulch lying within the Applewood Baptist Church property and immediately adjacent to the subject property on the southeast. The minor tributary channel to Lena Gulch carries a substantial amount of off-site drainage flows generated by properties to the south and southeast and in its current configuration could potentially impact the subject property during larger storm events. As Robb Street is being proposed immediately adjacent to this channel, the developer's engineer was required to fully analyze and Public Works has verified that the flow from this channel is adequately addressed and appropriate modifications will be applied to protect the proposed roadway. The City is requiring the developer obtain from Applewood Baptist Church both a Temporary Construction Easement to perform the off-site channel work, and a Permanent Drainage Easement to the benefit of the City to ensure long-term functionality of the channel.

Area traffic circulation

When the Applewood Brookside plat, immediately west of the proposed development, was approved and developed circa 1983, Routt Street was extended north to serve the new homes and it was terminated with a cul-de-sac bulb. However, as part of the plat approval, right-of-way was clearly dedicated for West 33rd Avenue to the east so that upon new development to the east, 33rd Avenue could be extended. (Exhibit 5, Applewood Brookside plat) More recently, when the Quail Hollow Subdivision, immediately east of the proposed development, was platted and developed, 33rd Avenue was extended west from Quail Street and was terminated with an offset cul-de-sac bulb. (Exhibit 6, Quail Hollow Subdivision). However, the right-of-way was dedicated and the street improvements were constructed to facilitate the extension of 33rd Avenue to the west upon development to the west. With the extension of 33rd Avenue, the excess right-of-way for the offset cul-de-sac can be vacated to the adjacent properties to the north.

Providing this connection of 33rd Avenue is critical to the development of this subdivision and in improving the connectivity for both residents and emergency vehicles. It has clearly been the City's intent since the early 1980s with both adjacent subdivisions to provide this street connection. The connection eliminates two cul-de-sacs that are over 600 feet long, improving the north/south and east/west options of both the proposed and both existing neighborhood.

In addition, there would be safety and construction issues with trying to connect Robb Street to 32nd Avenue. Connecting Robb Street on the west side of the subdivision would place the street too close to Routt Street. This further increases the danger posed by the offset of the existing Routt Street intersections with 32nd Avenue. Connecting Robb Street on the east side of the subdivision creates a dangerous offset with the existing Robb Street intersection on the south side of 32nd Avenue. Further, the Subdivision Regulations discourage subdivision access to arterial and collector streets due to the high volume, higher speed traffic they carry.

The south end of Robb Street is over 5 feet below 32nd Avenue, which would require substantial fill to bring Robb Street up to 32nd Avenue. In addition, the presence of the drainage conveyance on the east side of the property further complicates this connection. The City does think that a pedestrian connection is important from the subdivision to 32nd Avenue and that has been included using accessible ramps to overcome the over 5-foot elevation difference.

The Subdivision Regulations offer the following requirements regarding subdivision design and connectivity:

- In all subdivisions, the vehicle access and circulation system shall accommodate the safe, efficient, and convenient movement of vehicles, bicycles, pedestrians and transit through the development as well as to and from adjacent properties and land uses.
- The proposed street layout shall provide for the continuation of existing, planned or platted streets in the surrounding area unless the city determines that such extension is undesirable for specific reasons of topography or design.
- Proposed streets shall be extended to the boundary of a subdivision to provide for future connections to adjoining lands.

IV. AGENCY REFERRALS

All affected service agencies were contacted regarding their ability to serve the property. The developer will be responsible for any needed upgrades to accommodate the proposed development. Specific referral responses follow.

Consolidated Mutual Water District: Can serve the property with improvements installed at the developer's expense.

Northwest Lakewood Sanitation District: Can serve the property subject to rules and regulations of the district.

West Metro Fire Protection District: Has reviewed the plat. The internal street must be maintained as a fire lane. Additional hydrants will be required.

Wheat Ridge Parks and Recreation Department: Will require fees in lieu of land dedication.

Wheat Ridge Police: No concerns.

Wheat Ridge Public Works: Has reviewed the plat and a drainage plan and report. Both the plat and drainage report are in the process of being approved.

Xcel Energy: Can serve.

V. STAFF CONCLUSION AND RECOMMENDATION

Staff concludes that the proposed subdivision plat provides a logical street system that is consistent with goals and requirements of the Subdivision Regulations. Staff further concludes that the plat is consistent with the City's R-1 zone district minimums and that all requirements of the subdivision regulations have been met. Because agencies can provide service to the property with improvements installed at the developer's expense, a recommendation of Approval is given for Case No. WS-16-02 with conditions itemized in Option A of the recommended motions.

VI. RECOMMENDED MOTIONS

OPTION A:

"I move to recommend APPROVAL of Case No. WS-16-02, a request for approval of a seven-lot major subdivision plat for property located at 12435 W. 32nd Avenue, for the following reasons:

1. The proposed lots meet or exceed the R-1 zone district regulations.
2. All requirements of the subdivision regulations have been met.
3. The proposed street system and drainage design provide a logical development pattern for the new parcels.
4. Utility districts can serve the property with improvements installed at the developer's expense.

With the following conditions:

1. A Subdivision Improvement Agreement be executed whereby all public improvements are in place prior to issuance of building permits for individual lots.
2. The developer pay parks fees at the time of plat recording in the amount of \$14,983.74.
3. The Homeowners' Association covenants be reviewed and approved by Staff.
4. The applicant continue working with Public Works with minor corrections to the plat and civil documents."

OPTION B:

“I move to recommend DENIAL of Case No. WS-16-2, a request for approval of a seven-lot major subdivision plat for property located at 12435 W. 32nd Avenue, for the following reasons:

- 1.
- 2.
- 3.”

EXHIBIT 1: AERIAL PHOTO

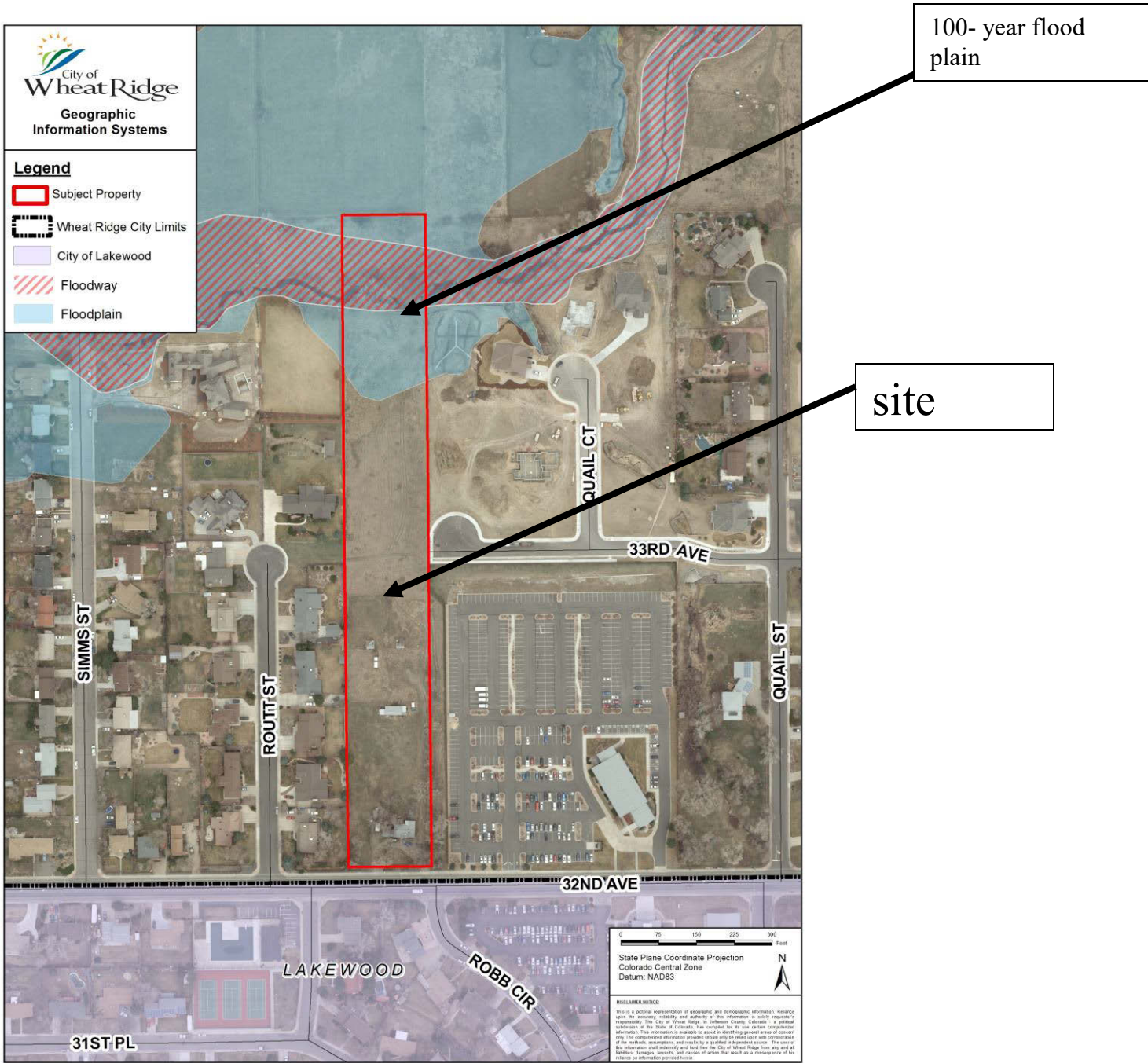


EXHIBIT 2: ZONING MAP

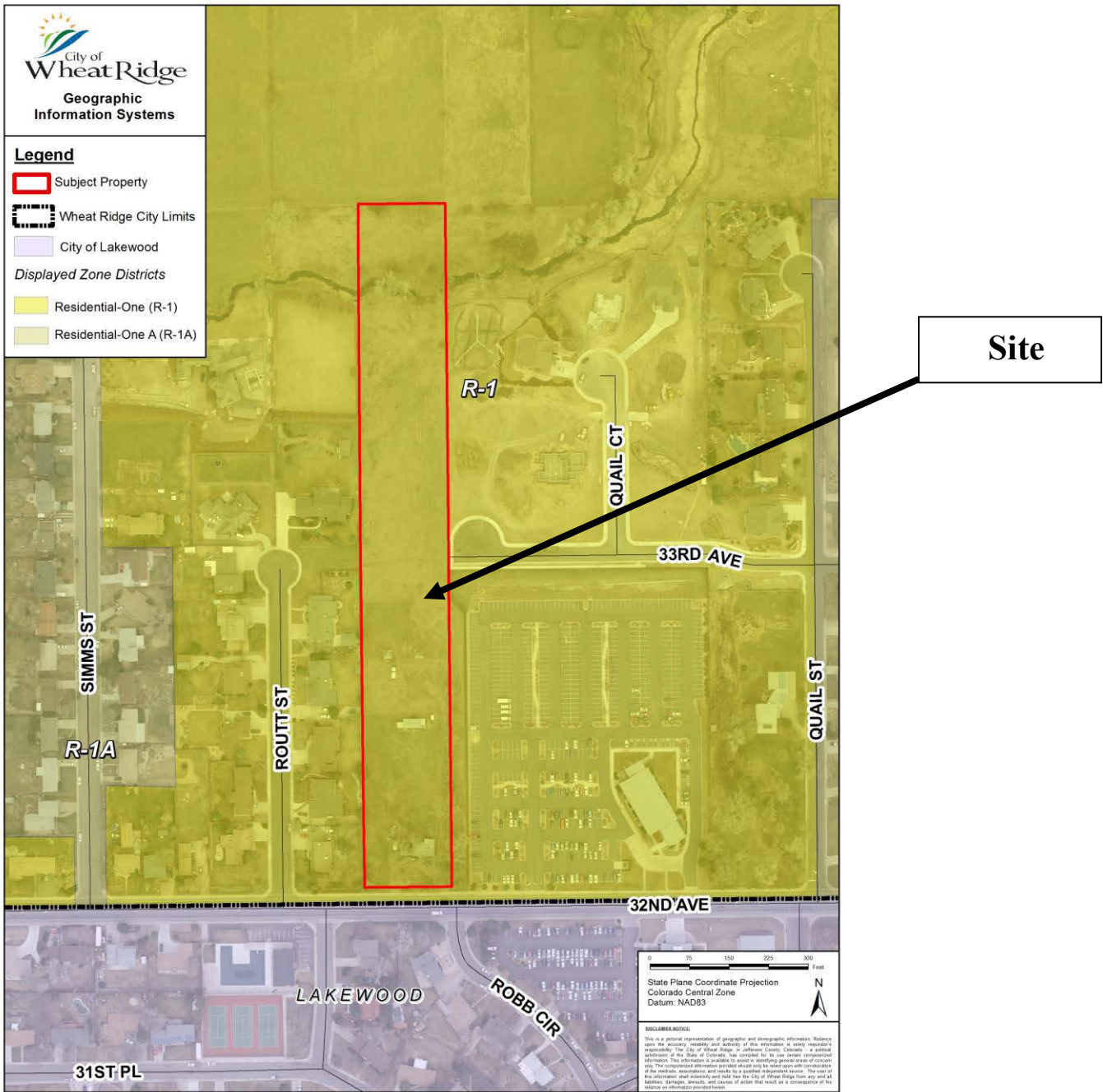


EXHIBIT 3: Site Photos



View looking
north from 32nd
of front of
property and
drainage
overflow area



View looking
north from 32nd
of front of
property and
existing house



View of entrance to Applewood Brookside Subdivision compliments of Google Earth



View looking east from Routt Street cul-de-sac bulb with Quail Hollow Subdivision homes in background



View of property
looking
southwest from
the 33rd Avenue
cul-de-sac bulb



View of property
looking west from
33rd Avenue cul-
de-sac bulb with
Applewood
Brookside homes
in the background



View looking
northwest from
33rd Avenue cul-
de-sac bulb

EXHIBIT 4 – PROPOSED PLAT

MERKWOOD ESTATES
A REPLAT OF A PORTION OF BROOKSIDE SUBDIVISION
BEING A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF
SECTION 28, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH P.M.
CITY OF WHEAT RIDGE, COUNTY OF JEFFERSON, STATE OF COLORADO

OWNER'S CERTIFICATE:

I, STEVEN J. MARKER, V., BEING THE OWNER(S) OF REAL PROPERTY CONTAINING
6.8763 ACRES DESCRIBED AS FOLLOWS:

THE EAST 1/2 OF TRACT 23, EXCEPT THE EAST 1&F FEET THEREOF, ALL IN BROOKSIDE
SUBDIVISION, COUNTY OF JEFFERSON, STATE OF COLORADO, BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

SECTION CORNERS:
- CENTER QUARTER CORNER SECTION 28, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF
THE 6TH P.M., BEING A ROUND 3.25" BRASS CAP (I.S. 34892), CORNER POINT
NUMBER 14229.

- WEST QUARTER CORNER SECTION 28, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF
THE 6TH P.M., BEING A ROUND 3.25" BRASS CAP (I.S. 13212), CORNER POINT NUMBER
14229.

COMMENCING AT SAID CENTER QUARTER CORNER;
THENCE N89°47'30"W A DISTANCE OF 1947.87 FEET TO THE POINT OF BEGINNING,
BEING A ROUND NO. 3 REBAR WITH YELLOW PLASTIC CAP (I.S. 34894); AT THE
SOUTHEAST CORNER OF THE PROPERTY, SAID POINT BEING ON THE NORTHERLY
R.O.W. LINE OF WEST 32ND AVENUE; THENCE, S89°00'00"W A DISTANCE OF 154.47
FEET ALONG SAID RIGHT-OF-WAY LINE, TO A POINT BEING A SET NO. 3 REBAR WITH
ORANGE PLASTIC CAP (I.S. 37959); THENCE, N00°34'34"W A DISTANCE OF 1264.26
FEET TO A POINT BEING A ROUND 1/2" INCH R.P.S.; THENCE, N87°16'33"E A DISTANCE
OF 146.22 FEET TO A POINT BEING A ROUND NO. 3 REBAR WITH YELLOW PLASTIC
CAP (I.S. 34894); THENCE, S33°33'56"E A DISTANCE OF 1264.22 FEET, MORE OR
LESS, ALONG THE EASTERLY PROPERTY LINE TO THE POINT OF BEGINNING;
CONTAINING 213,362 SQUARE FEET (6.8763 ACRES), MORE OR LESS.

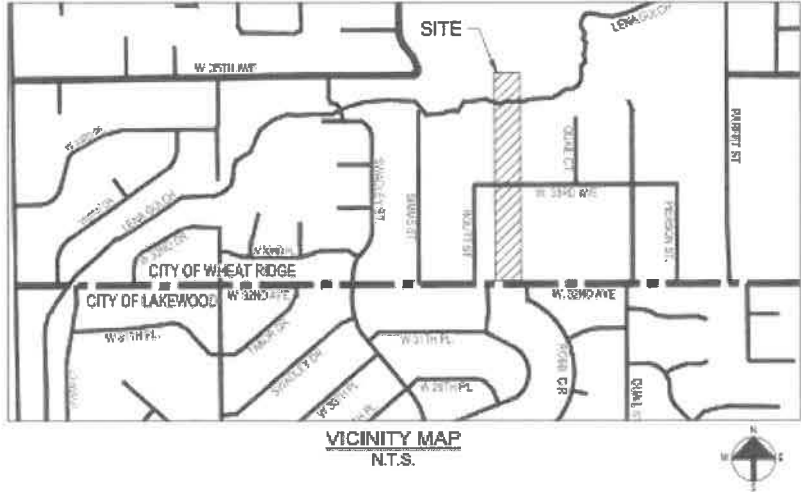
HAVE Laid Out, SUDY DEED AND PLATED SAID LAND AS PER THE DRAWING
HEREON CONTAINED UNDER THE NAME AND STYLE OF MERKWOOD ESTATES, A
SUBDIVISION OF A PART OF THE CITY OF WHEAT RIDGE, COLORADO AND BY THESE
PRESENTS DO DEDICATE TO THE CITY OF WHEAT RIDGE AND THE PUBLIC THOSE
PORTIONS OF REAL PROPERTY SHOWN AS RIGHT-OF-WAY, AND DO FURTHER
DEDICATE TO THE CITY OF WHEAT RIDGE AND THOSE MUNICIPALLY OWNED
AND/OR MUNICIPALLY FRANCHISED UTILITIES AND SERVICES THOSE PORTIONS OF
REAL PROPERTY SHOWN AS BASEMENTS FOR THE CONSTRUCTION, INSTALLATION,
OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT FOR ALL SERVICES. THIS
INCLUDES BUT IS NOT LIMITED TO TELEPHONE AND ELECTRIC LINES, GAS LINES,
WATER AND SANITARY SEWER LINES, HYDRANTS, STORM WATER SYSTEMS AND
PIPS, DETENTION PONDS, STREET LIGHTS AND ALL APPURTENANCES THEREOF.

OWNER
STATE OF COLORADO } 33
COUNTY OF JEFFERSON }
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY
OF ____ A.D. 20__ BY ____ WITNESS MY HAND AND
OFFICIAL SEAL. MY COMMISSION EXPIRES:

NOTARY PUBLIC

GENERAL NOTES:

1. FIELD WORK PERFORMED IN JULY 2015 BY SAKKON LAND LLC AND
SUPPLEMENTED IN APRIL 2016 BY ALTITUDE LAND CONSULTANTS.
2. LAND TITLE GUARANTEE COMPANY ORDER NUMBER 07045322-D DATED
MARCH 28, 2016 WAS REUSED UPON IN PREPARATION OF THIS SURVEY.
3. BASIS OF BEARING/2: BEARINGS ARE BASED ON THE SOUTH LINE OF THE
NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 69
WEST OF THE 6TH P.M., MONUMENTED AS SHOWN, AND IS ASSUMED TO
BEAR N89°19'33"E.
4. ALL PROPERTY CORNERS WERE FOUND OR SET AS SHOWN ON THIS
SURVEY.
5. PER COLORADO REVISOR STATUTES SEC. 38-31-105 (1), ALL LINEAL UNITS
DERIVED ON THIS LAND SURVEY PLAT ARE U.S. SURVEY FEET. ONE METER
EQUALS 39.37 DIVIDED BY 12 U.S. SURVEY FEET ACCORDING TO THE
NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
6. BENCHMARK STATEMENT: ELEVATIONS ARE BASED ON THE CITY OF
WHEAT RIDGE BENCHMARK PHAC-2, ELEVATION = 5481.55 (NAVD83).
7. REFER TO GRAPHIC ON SHEET TWO FOR FLOODPLAIN DESIGNATIONS.

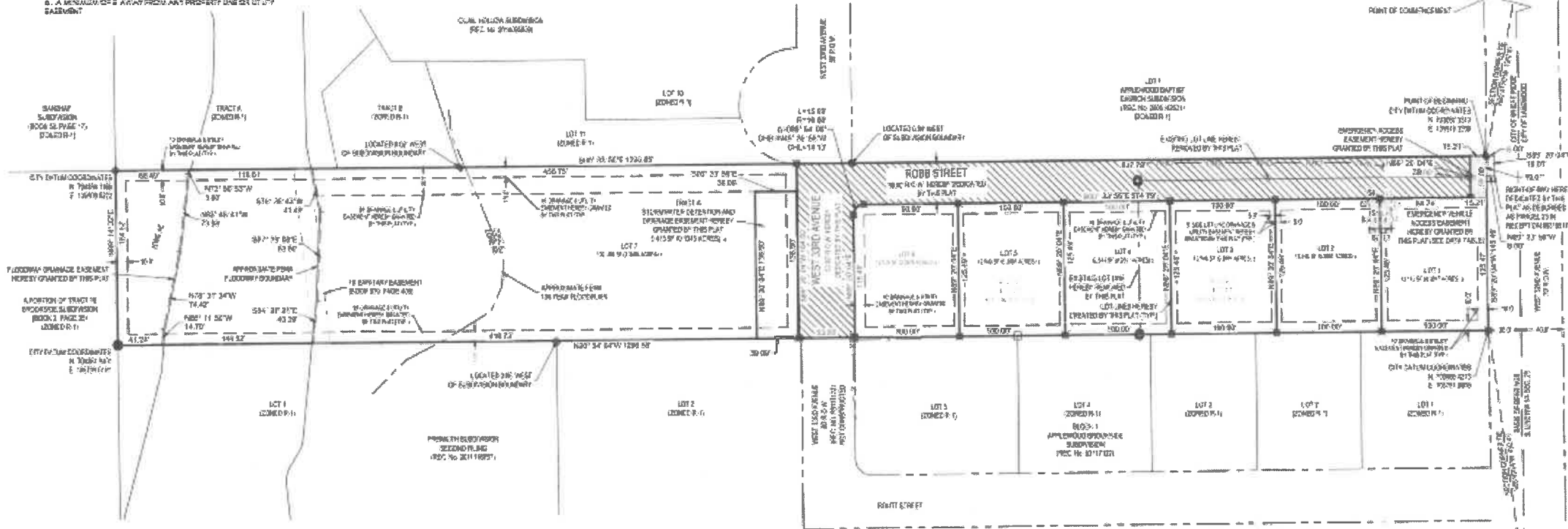


MERKWOOD ESTATES
A REPLAT OF A PORTION OF BROOKSIDE SUBDIVISION
BEING A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF
SECTION 28, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH P.M.
CITY OF WHEAT RIDGE, COUNTY OF JEFFERSON, STATE OF COLORADO

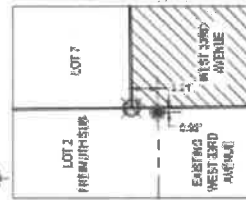
SURVEYOR/ENGINEER



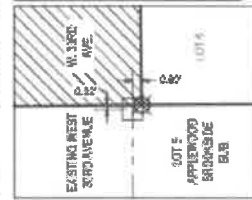
- TRACT A NOTES:
- TRACT A FULLY ENCLOSED BY A 20' MINUTE DETENTION BASIN AND DRAINAGE SYSTEM TO THE BENEFIT OF THE CITY OF WHEAT RIDGE (SEE NOTE POUND 00000001).
 - THE 20' MINUTE DETENTION WATER QUALITY FOND SHALL BE CONSTRUCTED AS FOLLOWS:
 - A MINIMUM 20'0" SOUTH OF THE REMAINDER OF THE TRACT.
 - A MINIMUM 20'0" AWAY FROM ANY PROPERTY LINE OR UTILITY BASEMENT.



SOUTHWEST CORNER OF LOT 7
MONUMENT CLARIFICATION



NORTHWEST CORNER OF LOT 4
MONUMENT CLARIFICATION



CITY OF WHEAT RIDGE COORDINATE SYSTEM:

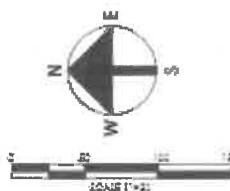
- THE CITY OF WHEAT RIDGE COORDINATE SYSTEM USED HEREIN IS A GROUND-BASED MODIFIED FORM OF THE NAD83/STATE PLANE COORDINATE SYSTEM, COLORADO CENTRAL ZONE 6602.
- VERTICAL DATUM USED IS THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD83).
- GROUND TO GRID CONVERSION SCALE FACTOR IS 0.9997428333, SCALED FROM BASE POINT PHASE 1 (PERMANENT HIGH ACCURACY CONTROL 41) HAVING THE FOLLOWING NAD83 STATE PLANE COORDINATES: PHASE 1: NORTHING: 1731233.73 EASTING: 3118317.58 ELEVATION: 5471.42.

*PER COLORADO REVISED STATUTES SEC. 38-91-104 (4), ALL UNITS SHOWN ON THIS LAND SURVEY PLAT ARE U.S. SURVEY FEET. ONE METER EQUALS 39.37 DIVIDED BY 12 U.S. SURVEY FEET ACCORDING TO THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

EMERGENCY VEHICLE
ACCESS EASEMENT DATA TABLE

LINE NO.	LENGTH (FT)	BEARING
L1	11.04	S00°23'36"E
L2	21.00	S07°26'34"W
L3	9.54	S00°50'15"W
L4	91.32	N89°20'04"E
L5	81.55	S07°30'34"W
L6	10.06	S00°17'49"W
L7	21.00	N89°26'04"E
L8	11.04	S00°23'36"E

CURVE #	LENGTH (FT)	RADIUS	DELTA	CURVE BEARING	CURVE LENGTH
C1	10.06	18.30	102°31'53"	S07°26'34"W	10.06
C2	10.76	28.30	102°31'53"	N78°25'18"E	10.76



MONUMENT LEGEND:

- FOUND 3.5" BRASS CAP SECTION CORNER (AS DESCRIBED)
- SET NO. 2 REBAR WITH ORANGE PLASTIC CAP (L.S. 37747)
- FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP (L.S. 17469)
- FOUND 1/2" PIPE
- FOUND NO. 2 REBAR WITH YELLOW PLASTIC CAP (L.S. 34594)
- FOUND NO. 2 REBAR
- FOUND NO. 4 REBAR WITH RED PLASTIC CAP (L.S. 35134)
- FOUND NO. 4 REBAR WITH RED PLASTIC CAP (L.S. 29243)
- FOUND NO. 2 REBAR WITH YELLOW PLASTIC CAP (L.S. 35133)

LINEWORK LEGEND:

- EXISTING SECTION LINE
- EXISTING R.O.W. LINE
- SUBDIVISION BOUNDARY
- EXISTING LOT LINE
- EXISTING BASEMENT
- PROPOSED BASEMENT
- PROPOSED LOT LINE
- PROPOSED R.O.W.
- PROPOSED ACCESS BASEMENT
- PROPOSED FLOODWAY DRAINAGE BASEMENT

MERKWOOD ESTATES
SUBDIVISION PLAT
CASE NUMBER WS-16-02

CASE HISTORY:
WS - 16 - 02

SUBDIVISION
PLAT
08/26/16

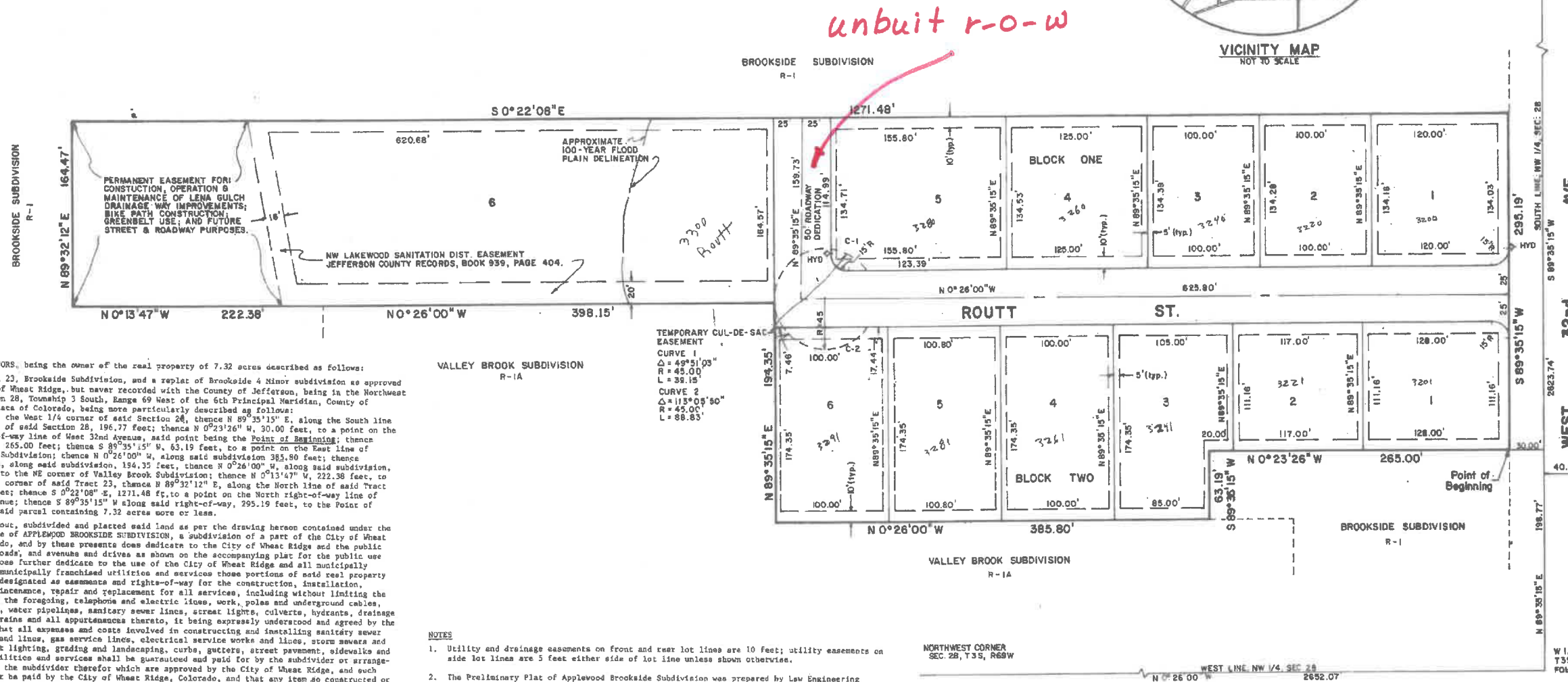
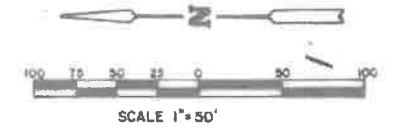
NO.	BY	DATE
1	MSS	10/17/16
2	GHP	1/19/17
3	GHP	3/17/17

SHEET 2 OF 2

EXHIBIT 5 – APPLEWOOD BROOKSIDE SUBDIVISION PLAT

A FINAL PLAT OF
APPLEWOOD BROOKSIDE
SUBDIVISION

A PART OF TRACT 23, BROOKSIDE SUBDIVISION, & REPLAT OF BROOKSIDE 4 MINOR SUBDIVISION,
AND THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE
6th P.M., CITY OF WHEATRIDGE, COUNTY OF JEFFERSON, STATE OF COLORADO



ARCHER INVESTORS, being the owner of the real property of 7.32 acres described as follows:
Part of Tract 23, Brookside Subdivision, and a replat of Brookside 4 Minor subdivision as approved by the City of Wheat Ridge, but never recorded with the County of Jefferson, being in the Northwest 1/4 of Section 28, Township 3 South, Range 69 West of the 6th Principal Meridian, County of Jefferson, State of Colorado, being more particularly described as follows:
Commencing at the West 1/4 corner of said Section 28, thence N 89°35'15" E, along the South line of the NW 1/4 of said Section 28, 196.77 feet; thence N 0°23'26" W, 30.00 feet, to a point on the North right-of-way line of West 32nd Avenue, said point being the Point of Beginning; thence N 0°23'26" W, 265.00 feet; thence S 89°35'15" W, 63.19 feet, to a point on the East line of Valley Brook Subdivision; thence N 0°26'00" W, along said subdivision 385.80 feet; thence N 89°35'15" E, along said subdivision, 194.35 feet, thence N 0°26'00" W, along said subdivision, 398.15 feet, to the NE corner of Valley Brook Subdivision; thence N 0°13'47" W, 222.38 feet, to the Northwest corner of said Tract 23, thence N 89°32'12" E, along the North line of said Tract 23, 164.47 feet; thence S 0°22'08" E, 1271.48 ft, to a point on the North right-of-way line of West 32nd Avenue; thence S 89°35'15" W along said right-of-way, 295.19 feet, to the Point of Beginning. Said parcel containing 7.32 acres more or less.
and has laid out, subdivided and platted said land as per the drawing hereon contained under the name and style of APPLEWOOD BROOKSIDE SUBDIVISION, a subdivision of a part of the City of Wheat Ridge, Colorado, and by these presents does dedicate to the City of Wheat Ridge and the public the streets, roads, and avenues and drives as shown on the accompanying plat for the public use forever and does further dedicate to the use of the City of Wheat Ridge and all municipally owned and/or municipally franchised utilities and services those portions of said real property which are so designated as easements and rights-of-way for the construction, installation, operation, maintenance, repair and replacement for all services, including without limiting the generality of the foregoing, telephone and electric lines, work, poles and underground cables, gas pipelines, water pipelines, sanitary sewer lines, street lights, culverts, hydrants, drainage ditches and drains and all appurtenances thereto, it being expressly understood and agreed by the undersigned that all expenses and costs involved in constructing and installing sanitary sewer system works and lines, gas service lines, electrical service works and lines, storm sewers and drains, street lighting, grading and landscaping, curbs, gutters, street pavement, sidewalks and other such utilities and services shall be guaranteed and paid for by the subdivider or arrangements made by the subdivider therefor which are approved by the City of Wheat Ridge, and such sums shall not be paid by the City of Wheat Ridge, Colorado, and that any item so constructed or installed when accepted by the City of Wheat Ridge, Colorado, shall become the sole property of said City except items owned by municipally franchised utilities and/or the Mountain States Telephone and Telegraph Company which items, when constructed or installed, shall remain the property of the owner and shall not become the property of the City.

VALLEY BROOK SUBDIVISION
R-1A

TEMPORARY CUL-DE-SAC
EASEMENT
CURVE 1
Δ = 49°51'03"
R = 45.00
L = 39.15
CURVE 2
Δ = 115°09'50"
R = 45.00
L = 88.85

NOTES

- Utility and drainage easements on front and rear lot lines are 10 feet; utility easements on side lot lines are 5 feet either side of lot line unless shown otherwise.
- The Preliminary Plat of Applewood Brookside Subdivision was prepared by Law Engineering Testing Company, 181 Inverness Drive West, Suite 100, Englewood, CO 80112, (303) 771-8641.
- The boundary for said plat was prepared by Sam Gillan, of Gillan's & Associates, R.L.S. #13486, 7270 Teller Street, Arvada, CO 80003, (303) 424-5491.
- No access will be permitted directly onto West 32nd Avenue from Lot 1, Block 1, and Lot 1 Block 2.
- Basis of Bearings - Bearings shown hereon are based on the West line of the NE 1/4 of Section 29, T3S, R69W, from Valley Brook Subdivision, recorded in Jefferson County Records, Book 23, Page 53.
- Monuments set are #4 rebar with plastic cap, L.S. #13486, unless shown otherwise.
- Property is zoned R-1.

NORTHWEST CORNER
SEC. 28, T3S, R69W

WEST LINE NW 1/4 SEC. 28
N 0°26'00" W 2652.07

MAYOR'S CERTIFICATE

This is to certify that the City of Wheat Ridge, Colorado, by motion of its City Council did on the 24 day of Oct. 1983, adopt and approve the within plat and accept the dedications hereon made.

NOTICE

According to Colorado Law you must commence any legal action based upon any defect in this survey within six years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

SURVEYOR'S CERTIFICATE

I, SAMUEL LEE GILLAN, a registered Land Surveyor in the State of Colorado, do hereby certify that the survey of Applewood Brookside Subdivision was made by me or directly under my supervision on or about the 15th day of April, 1983, and that the accompanying plat accurately and properly shows said subdivision and the survey thereof.

Samuel Lee Gillan
SAMUEL LEE GILLAN, COLORADO RLS 13486

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO }
COUNTY OF JEFFERSON }

Accepted for filing in the Office of the County Clerk and Recorder of the County of Jefferson, State of Colorado, this 24 day of October, 1983.
Reception No. 944722

Samuel C. Gillan
JEFFERSON COUNTY CLERK AND RECORDER
BY: Deputy Clerk

Raymond E. Archer
RAYMOND E. ARCHER
3110 Union Street
Lakewood, CO 80215
233-8284

David C. Archer
DAVID C. ARCHER
10242 West 70th Drive
Arvada, CO 80004
422-6978

George C. Archer
GEORGE C. ARCHER
5956 Newcomb Court
Arvada, CO 80003
423-4119

Eugene P. Archer
EUGENE P. ARCHER
4825 Sheridan Boulevard
Denver, CO 80212
433-1446

STATE OF COLORADO)
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 24 day of October, A.D., 1983, by David C. Archer, George C. Archer, Eugene P. Archer, and Raymond E. Archer.
Witness my hand and official seal.
My Commission Expires 8-17-85

Notary Public
NOTARY PUBLIC

APPROVED BY:

Planning Commission Chairman
Maurice L. Foster
Public Service Company of Colorado

Director of Public Works
Chairman of Parks and Recreation Commission

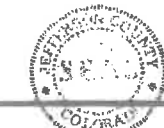
Robert James Wayfield
Wheat Ridge City Engineer

Director of Community Development

MAYOR

ATTEST:

City Clerk



APPROVED BROOKSIDE SUB

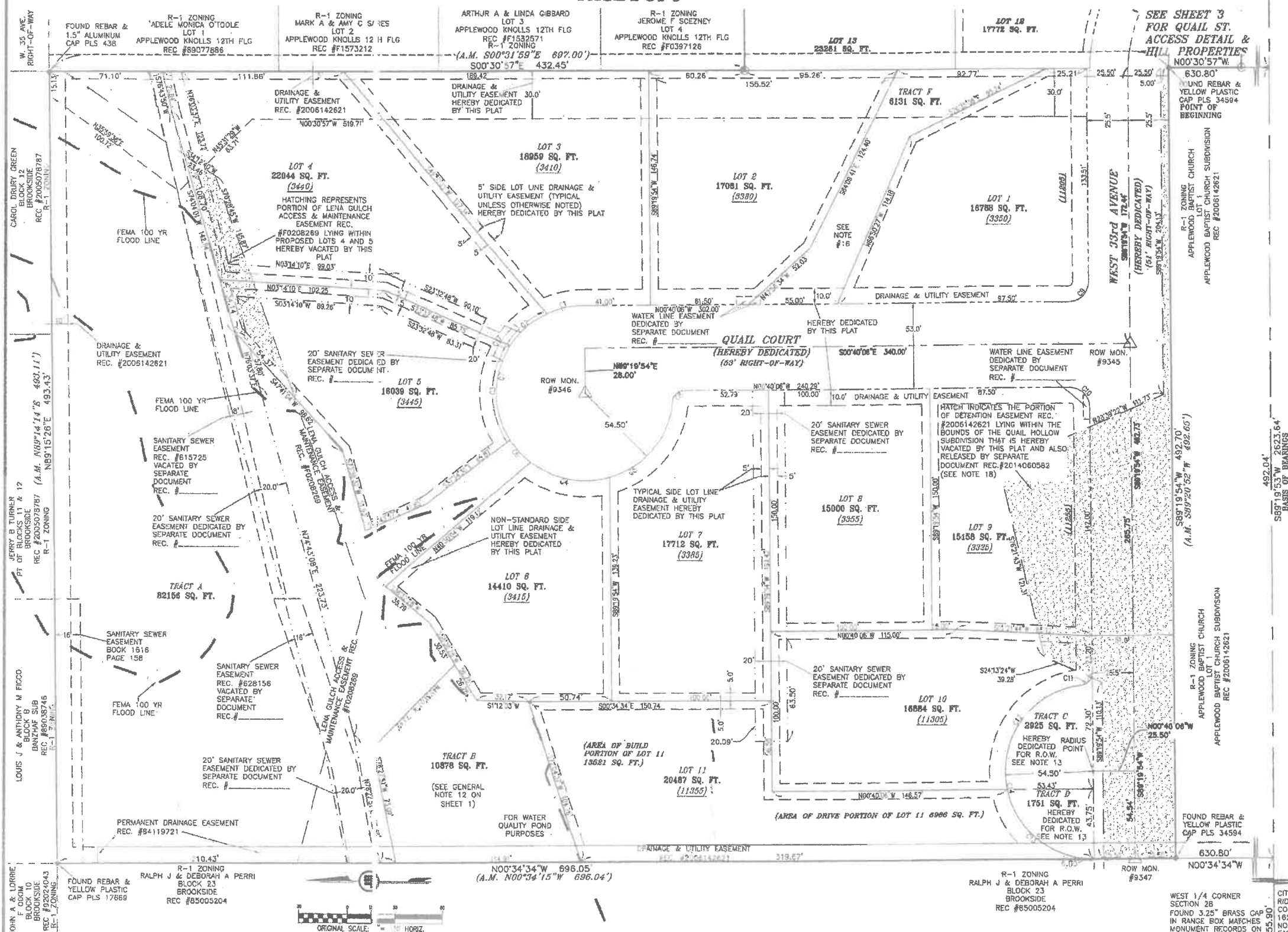
EXHIBIT 6 – QUAIL HOLLOW SUBDIVISION PLAT

Rec # 2014095809

FINAL PLAT QUAIL HOLLOW SUBDIVISION

A SUBDIVISION LOCATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 SECTION 28, TOWNSHIP 3 SOUTH, RANGE 69 WEST 6TH P.M.
CITY OF WHEAT RIDGE, COUNTY OF JEFFERSON, STATE OF COLORADO

PAGE 2 OF 3



CENTER 1/4 CORNER
SECTION 28
FOUND 3.25" BRASS CAP
IN RANGE BOX MATCHES
MONUMENT RECORDS ON
FILE. POINT OF
COMMENCEMENT

CITY OF
DATUM
CONTROL POINT 15308
NORTH=703080.17
EAST=107884.18

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	23.85'	54.50'	024°52'13"	N13°06'12"W	23.47'
C2	30.39'	54.46'	031°58'35"	N41°31'06"W	30.00'
C3	61.90'	54.50'	065°04'34"	S89°58'29"W	58.82'
C4	80.94'	54.50'	053°32'54"	S10°40'34"W	48.10'
C5	65.85'	54.50'	069°01'01"	S50°36'23"E	61.75'
C6	18.01'	54.50'	019°58'13"	S47°26'38"W	18.92'
C7	251.54'	54.50'	264°26'48"	S47°06'30"W	80.72'
C8	11.05'	7.50'	084°26'48"	N42°53'50"W	10.08'
C9	19.83'	12.30'	090°00'00"	S45°40'08"E	17.98'
C10	19.53'	12.50'	090°00'00"	N44°18'54"E	17.68'
C11	10.85'	7.35'	082°17'08"	S49°08'32"E	9.94'
C12	89.82'	54.50'	094°28'40"	N54°49'58"W	80.00'
C13	74.78'	54.50'	078°37'09"	S38°38'29"W	69.05'
C14	184.61'	54.50'	171°03'06"	S85°51'28"W	108.80'
C15	28.78'	99.97'	017°04'23"	N79°16'01"W	28.68'
C16	54.18'	150.00'	020°41'50"	N80°06'50"W	53.89'
C17	20.38'	54.62'	021°22'23"	N57°19'51"W	20.26'
C18	7.29'	12.50'	033°25'11"	N32°17'31"E	7.18'
C19	43.59'	126.49'	019°44'39"	N80°35'25"W	43.37'
C20	8.23'	12.50'	037°43'42"	S31°03'43"E	8.08'
C21	80.13'	174.50'	019°44'35"	S80°35'27"E	69.83'
C22	26.35'	75.35'	020°02'21"	S80°43'06"E	26.22'
C23	39.32'	118.50'	018°00'38"	N80°13'28"W	39.14'

LEGEND

- SET #5X24" REBAR AND 1" YELLOW PLASTIC CAP PLS 34580
 - FOUND MONUMENT AS DESCRIBED
 - Q-E MONUMENTATION TO BE SET PER CITY STANDARDS AND C.R.S. 38-51-105 SUBSECTION 4
 - FOUND SECTION CORNER AS DESCRIBED HEREON
 - ADDRESS ASSIGNED BY CITY
- FENCES
 - LOT LINE
 - EASEMENT LINE
 - ROAD CENTER LINE
 - SECTION LINE
 - BOUNDARY LINE
 - RIGHT-OF-WAY LINE
 - FEMA 100YR FLOODPLAIN



1. PUBLIC HEARING

- A. **Case No. WS-16-02:** An application filed by Merkwod Homes for approval of a 7-lot subdivision plat for a property zoned Residential-One (R-1) and located at 11435 West 32nd Avenue.

Ms. Reckert gave a short presentation regarding the Subdivision Plat and the application. She entered into the record the contents of the case file, packet materials, the zoning ordinance, and the contents of the digital presentation. She stated the public notice and posting requirements have been met, therefore the Planning Commission has jurisdiction to hear this case. Ms. Reckert also handed out an updated version of the Merkwod Estates replat and another letter of objection.

Commissioner BUCKNAM asked if the intent of the City is to construct a connector to have 33rd Avenue become a through street.

Ms. Reckert said yes at the developer's expense.

Commissioner BUCKNAM also asked about the alignment of the drainage easement on the Baptist Church property and Robb Street. He asked for comments from Mr. Westberg regarding the traffic if the connection of 33rd Avenue goes through.

Mr. Westberg explained that the culvert that runs under 32nd Avenue discharges on the church property but meanders to this new property and would be under Robb Street. With regards to the 33rd Avenue connection between Routt and the subdivision to the east, Mr. Westberg explained the ROW for 33rd Avenue has been in place since 1983 when Applewood Brookside was platted. It is critical to provide this connection to go east or west, so the residents have an option instead of only one direction. In addition, not 100% of the Robb Street traffic will be going through the current subdivision, it will be dispersed in each direction.

Commissioner DORSEY asked about the elevation drop from 32nd Avenue to the subject property and wanted to know if it will be filled like it was done to make the connection between 32nd Avenue and Routt Street.

Mr. Westberg explained that Robb Street will not connect to 32nd Avenue. Robb Street will be about 5-feet below 32nd Avenue and there will be a connection of sidewalk ramps stepping up for pedestrians to get from Robb to 32nd Avenue. Commissioner KIMSEY asked about the letters from the citizens distributed earlier by Staff and the concern about the 33rd Avenue connection and school traffic coming through. She wanted to know where the school is in relation to this property.

Ms. Reckert showed on the map where the school is; on 33rd Avenue between Pierson and Parfet.

Commissioner VOS asked about the need for a Homeowners' Association (HOA) and why one is needed for such a small development.

Ms. Reckert explained an HOA is need if there are common elements that need to be maintained to serve the subdivision. In this case, the drainage channel to Lena Gulch would be included in the HOA.

Commissioner VOS also asked where the detention pond will be located on this site and how it will be drained.

Ms. Reckert showed on the map that it will be on the southern end of lot 7.

Mr. Westberg added the pond will treat the water before it is discharged to Lena Gulch.

Commissioner VOS asked what the concern is to make 33rd Avenue a through street.

Staff explained that if a property is developed and exceeds 4 lots, a dedicated public street is required instead of a private drive. The design is analyzed to see whether the residents can get safely in and out of a subdivision, in addition to emergency vehicles.

Commissioner LEO asked if when Quail Hollow developed, whether it was disclosed that 33rd Avenue would be extended to the west.

Ms. Reckert did not know how it was advertised, but during the public hearing process, the potential extension was made known.

Commissioner OHM asked about the permanent drainage easement on the church site and wondered if it is common to have off-site easements to make a subdivision's drainage system function. .

Mr. Westberg explained it is not uncommon.

Commissioner VOS asked whether the improvements for Consolidated Mutual Water Company would be done at the owner's expense.

Ms. Reckert replied affirmatively.

Commissioner VOS asked whether Robb Street would be maintained as a fire lane.

Ms. Reckert said it would.

Commissioner VOS also wanted to know what the Recreation and Park fee is.

Ms. Reckert explained that for any new residential subdivision an assessment is done to see the impact the new residents will have on Parks and Recreation facilities. It is usually a fee assessment of about \$2500 per new household.

Commissioner VOS asked if the subdivision approval is contingent on the connection of 33rd Avenue.

Ms. Reckert explained that the proposed design was the only way Staff would support the request.

Commissioner BUCKNAM asked if there are parking restrictions on one side of Robb Street due to the fire lane.

Ms. Reckert said yes.

Discussion continued regarding traffic to and from Prospect Valley Elementary

Ms. Reckert and Mr. Westberg indicated that the City does not designate the access for drop offs and pickups at the school. They indicated that the option to use 33rd Avenue to access the school would be a positive impact on the area.

Steve Merker, Applicant
6990 W. 38th Avenue, Wheat Ridge

Mr. Merker explained he lives and works in the City and has followed the design direction from Staff. .

Commissioner VOS asked if he would like to see 33rd Avenue to go through to make the development happen.

Mr. Merker said his original plan did not have the 33rd Avenue connection but that he worked with staff to propose a design that would be supported. He is aware that not all the people will be happy about the connectivity, but it has been the City's vision for a long time.

Stephen Archer
3260 Routt Street

Mr. Archer's concerns are traffic, emergency vehicle access and the hammerhead turnaround. He also addressed section 26-412 in the City's Municipal Code with regards to street design referencing design requirements for cul-de-sacs and dead-end streets.

Mark Hillman
3310 Routt Street

Mr. Hillman had concerns about traffic, but not from the new subdivision. He was concerned with school traffic if 33rd Avenue is connected as a through street. He would like to see 33rd Avenue be a pedestrian walkway with access for emergency vehicles only.

David Hay
3280 Routt Street

Mr. Hay is concerned with the potential increase of traffic if there is a 33rd Avenue connection. He would like to see 33rd developed as a pedestrian walkway and have Robb Street connect to Quail, not Routt.

Ross Casados
3291 Routt Street

Mr. Casados is proud of his neighborhood and does not want 33rd Avenue to connect. He was concerned there could be racing teenagers driving through the neighborhood.

David Moss
3221 Routt Street

Mr. Moss agrees that 33rd Avenue does not need to be a through street. He would like to see Robb Street filled in to be level with 32nd Avenue and have Robb Street connect with 32nd Avenue.

Jill Moss
3221 Routt Street

Ms. Moss state she has lived here for 31 years and chose this house to live in because it is on a cul-de-sac. She likes the safety of minimal traffic so her grandchild can play and is concerned there will be more traffic volume if 33rd Avenue is connected due to school traffic. There is already pool traffic on weekends. She asked that the Commission consider connecting Robb to 32nd Avenue and putting a light on 32nd Avenue.

Ross Fawcett
3240 Routt Street

Mr. Fawcett would like to see the 33rd Avenue ROW dedicated by the Applewood Brookside Subdivision be turned into a park instead of through street, move emergency turnaround between lots 4 and 5 and have Robb connect to 32nd

Avenue. He thinks three cul-de-sac neighborhoods would bring more to the City than a connected street.

Lori Marcello
3241 Routt Street

Ms. Marcello has lived in the neighborhood for 27 years and is a graduate of Wheat Ridge High School. She feels that even though the City platted the ROW of 33rd Avenue in 1983 it will change way of life for the people on Routt Street in a negative way. She does not want to see more cars driving through the neighborhood from the school.

Nick Marcello
3241 Routt Street

Mr. Marcello appreciated growing up on the Routt Street cul-de-sac and thinks it is the best option for the neighborhood and for the safety of the kids who play there.

Jeff Nielsen
3280 Routt Street

Mr. Nielsen is opposed based on the reasons previously mentioned and feels the City will be taking away a desirable cul-de-sac to create seven new lots.

Tony Marcello
3241 Routt Street

Mr. Marcello stated he is not opposed to the subdivision just the connectivity of 33rd Avenue. He feels this will negatively impact the neighborhood and thinks it does not follow the WR 2020 plan which is supposed to make Wheat Ridge a better place for people to live. In addition, Mr. Marcello thinks the property values will drop if 33rd Avenue becomes a through street.

Ray Archer
313 Union Street

Mr. Archer said he was the developer of Applewood Brookside and questions why the City will be giving up two cul-de-sacs to create a dead-end street. He also does not feel the emergency vehicle turnaround is doable and likes the idea of bringing in dirt to connect Robb Street with 32nd Avenue. He also wanted to know why more signs were not posted for this case.

Katie Kublitskiy
3333 Routt Street

She moved into the neighborhood in May because it was a peaceful cul-de-sac and feels the through street of 33rd Avenue will lower the quality of life in the neighborhood.

Gil Schmidtke
11305 W. 33rd Avenue

Mr. Schmidtke says he is new to the Quail Hollow Subdivision and is against the 33rd Avenue connectivity. He does not want to see the school traffic coming through the neighborhood. He feels the neighborhood can handle traffic from seven new homes, but not hundreds of cars.

Michelle Hillam
3310 Routt Street

Ms. Hillam is concerned with the increased traffic that will come down Routt Street if 33rd Avenue is connected due to the school traffic. She would like to see Robb Street become a cul-de-sac and put a light on 32nd Avenue. She is also worried home values will drop.

Mack Lover
11355 W. 33rd Avenue

Mr. Lover questioned the logic of connecting 33rd Avenue and bought his home because he sits on a cul-de-sac. He does not want to see curb and gutter disturbed and would like Robb Street to connect to 32nd Avenue and install a light on 32nd Avenue.

Rebecca Hay
3280 Routt Street

Ms. Hay does not see the benefit in a 33rd Avenue connection and is concerned with who will incur the cost of the improvements to the bulb on Routt Street when some of that land is given back to the homeowner if 33rd Avenue goes through. She would also like to see the ROW become a pedestrian walkway. She would also like to see parking modified on 32nd Avenue due to pool parking on the south side of 32nd Avenue.

Danielle Marcello
3241 Routt Street

Ms. Marcello has lived in the neighborhood for 22 years and does not want to see 33rd Avenue connected to Routt Street because the beauty of the neighborhood will be lost and the property values will drop.

Discussion continued regarding the connectivity in the area and traffic from the Prospect Valley if 33rd Avenue is connected between Routt and Quail.

Commissioner OHM asked if there is a traffic study for the school.

Mr. Westberg said that a traffic report was not required because there is not enough traffic during the peak hours to warrant one. Since 1983 the goal of the City is to have 33rd Avenue connect from Routt Street to Quail Street.

Commissioner OHM asked about the street design in 1983.

Mr. Westberg explained the 33rd Avenue connection is important because it will reduce the automobile impact on other streets. The residents who live where a bulb can be vacated will gain property if the streets are squared out.

In response to questions about the Robb Street turn-around design, Ms. Reckert addressed the cul-de-sac regulations and design and stated there is discretion built in, especially if it makes sense for the development of the property.

Mr. Westberg added there are a lot of deep, thin properties in the City and cul-de-sacs have a ROW of 90-feet and Routt Street does not meet that standard. The hammerhead turnaround works on these dead-end streets because there is more room and they take up less lot space than putting a cul-de-sac at the end of a street.

Commissioner OHM asked if an easement affect the square footage of a property.

Mr. Westberg said it does not.

Commissioner OHM asked whether speed calming is a possibility.

Mr. Westberg said it absolutely is a possibility and if the neighbors want a speed hump, one can be installed.

Commissioner OHM asked about a stop light at 32nd and Quail Street.

Mr. Westberg said it can be looked at and see if it is warranted. With regards to the Robb Street offset, it is greater than the Quail Street offset and more accidents could happen because of more conflict points.

Commissioner OHM asked about the posting signs.

Ms. Reckert stated high winds could have brought one down and that the City also gives notice in the Transcript and on the City's website to alert people in the community of the upcoming public hearing.

Commissioner OHM asked who would own the turnaround on Robb Street.

Ms. Reckert replied the land will belong to the two property owners and will be maintained by the homeowner's association. Mr. Westberg added the City will hold the rights to the easement.

Mr. Westberg also addressed the swim club that is in the City of Lakewood. There is no parking allowed on 32nd and to call the Lakewood or Wheat Ridge Police Departments this continues to be a problem.

Commissioner BUCKNAM asked staff if they know the rationale behind the vision of 33rd Avenue being connected.

Mr. Westberg explained that in the 1983 packet, the extension of 33rd Avenue was discussed and it is why Quail Hollow was designed the way it is; to allow for the extension to the west. It is good to have connections, which distribute traffic to other streets so not all the traffic burden is left to one street.

Anthony Marcello

Mr. Marcello does not understand the intent of the 1983 33rd Avenue extension being a connection from Quail Street to Routt Street and would like to see proof. He thinks there will be a longer response time for emergency vehicles if 32nd is not connected to Robb Street.

Mr. Westberg indicated that an Exhibit from the 1983 case file showed this connection which was entered into record.

Mark Hillam

Mr. Hillam stated that with regards to safety he has never seen an accident triggered by the offset of Routt Street to the south across 32nd Avenue.

Rebecca Hay

Ms. Hay asked who would incur the cost of "truing up" the corner of her property where the cul-de-sac is at Routt Street and proposed 33rd Avenue.

Mr. Westberg explained there is an easement there and Public Works can help pay for the SE corner.

Jill Moss

Ms. Moss asked about the drainage through Merkwold Estates and wondered how it will be handled.

Mr. Westberg stated the drainage for Merkwod Estate is separate from what runs down Quail Street. Quail Street drainage goes to the Quail Hollow subdivision and then to Lena Gulch. The proposed drainage plan for Merkwod Estates has been reviewed and approved by Public Works. .

David Hay

Again, expressed concerns about the traffic from the school if 33rd Avenue goes through.

Mack Lover

Mr. Lover wanted to know how the Robb Street detention pond drainage will work.

Commissioner OHM asked again about the safety of the emergency turnaround.

Ms. Reckert reiterated the West Metro Fire Marshall has approved the design of the turnaround.

Galen Hagen-Peter, Civil Engineer for the applicant gave a description of how the proposed drainage for the subdivision would function.

It was moved by Commissioner LEO and seconded by Commissioner VOS to recommend denial of Case No. WS-16-02, a request for approval of a seven-lot major subdivision plat for property located at 12435 W. 32nd Avenue, for the following reasons:

- 1. The proposed street system and drainage design do not provide a logical development pattern for the new parcels.**

Commissioner BUCKNAM said he will vote against the motion because he does not see evidence of the drainage design is deficient in any way. In addition, he has seen an offset intersection in other areas and it can be very dangerous because people do not know what to do when they have to turn opposite ways. This risk should be avoided.

Commissioner OHM also stated he will vote no on the denial. He also feels the offset is dangerous. He thinks connectivity is important and wondered if emergency barricades could be put up by Routt Street and still leave bike and pedestrian access.

Commissioner BODEN said he will vote for the denial, but not because of poor drainage, it will be because of the 33rd Street connectivity.

Commissioner VOS would like to see a plan that would benefit the citizens as well as the developer.

Motion carried 5-2 with Commissioners OHM and BUCKNAM voting against.



Rebecca A. Hay
3280 Routt St.
Wheat Ridge, CO 80033

June 5, 2017

Meredith Reckert mreckert@ci.wheatridge.co.us
Tim Fitzgerald tfitzgerald@ci.wheatridge.co.us
George Pond gpond@ci.wheatridge.co.us
City of Wheat Ridge
7500 W. 29th Ave. 2nd Floor
Wheat Ridge, CO 80033

To Whom It May Concern:

I am writing to follow up on a number of concerns I have that I feel were not adequately addressed during the Planning Meeting held on Thursday June 1st, 2017 and also to restate my objection to the extension of West 33rd Ave. to Routt Street as part of Case # WS-16-02/Merkwood Estates.

My objection is as follows:

1. There is no advantage to extending 33rd in **both** east and west directions.

- Extending 33rd towards the east provides more logical access to the proposed subdivision as less construction is needed and the new Robb Street is closest to that side.
- Quail Hollow is a newer subdivision and the owners present during the Planning Meeting on 6/1/17 agreed that the additional traffic from the 7 new homes in Merkwood would not be objectionable. The owners of lots 10 and 11 in Quail Hollow were present and agreed to adding the access to the Robb St. would have minimal impact on their property values and streetscape.
- Most residents of Routt St. were present at the Planning Meeting 6/1/17 and spoke to object against the street or sent letters of objection to the City. This is clearly not wanted by the neighborhood. Residents prefer to have a sidewalk going through to connect the neighborhoods but not a street.
- Extending 33rd in both directions impacts more homes in the community than is needed to develop Merkwood Estates in a manner required by the City for emergency vehicles access etc.
- An eastward extension of 33rd provides the residents access, preserves the cul de sac feel of the existing neighborhoods and makes the new subdivision more desirable as there will be less traffic. This is especially true for lots 6 and 7 of the proposed subdivision. Lot 6 of Merkwood plat could be expanded allowing the developer to build a larger more

expensive home resulting in more tax revenue for the city. Home would be very attractive and if built correctly would have a compelling mountain view.

- By leaving the Routt cul de sac in place the property values on Routt St. will be preserved and the properties in Merkwood will be more desirable.

2. I am concerned about the **additional traffic** and feel inadequate consideration has been given to existing residents. Removing the cul de sac at the north end of Routt Street will result in additional traffic not only from the 7 new homes in the Merkwood Subdivision but from Prospect Valley Elementary School as well.

- **No traffic study is required due to the size of the Merkwood subdivision but one should be done due to the amount of expected traffic from the school** before this approved to get real facts about what the traffic changes would be.
 - In the Planning Meeting rough numbers were cited by both the city staff and residents, but no hard facts were presented.
 - I feel that the change in traffic to my street would be is larger than the 7 new homes.
 - Planners indicated that 33rd needed to go through to Routt to ease traffic flow. However, the existing traffic flow around Prospect Valley has existed for over 30 years or more. I do not see why it needs to be solved now and believe it is beyond the scope of this case.
 - Planners admitted that they consider the intersection of 32nd and Routt to be unsafe because it is offset from Routt on the south side of the street yet want to route more traffic through this intersection.

3. Inadequate concern for drainage

Drainage has hardly been considered and I am concerned about how water runoff will be handled from the new homes.

- During the planning meeting, the developer and planners indicated that fill dirt would be used on the new subdivision but no one indicated how much and where. As one of the lower lots on Routt Street, we have witnessed flooding in our basement and have spent large sums of money to correct these issues in the past.
- The developer indicated that lots 5 and 6 would need to be raised to improve the drainage issues but did not submit any elevation profiles as were done for Quail Hollow.
- The HOA for the new subdivision is supposed to maintain the retention pond and similar facilities but is a 7 home subdivision financially able to that this? Also will such fees be prohibitive to the new homeowners. No HOA documents have been submitted so this is unknown at this time.

5. No consideration given to my property and the existing cul-de-sac bulb on Routt St.

The proposed drawing of the plat shows 33rd and Routt as a rectangular corner indicating the removal of the cul-de-sac bulb at the north end of Routt St. During the planning meeting I asked about who would pay for the sidewalk, landscaping etc. to return the property back to the property owners. I was told by the City Planner that this was my choice and therefore my cost. I find this unacceptable and a gross oversight by the Planning department. When I asked more questions they admitted that they had not considered returning this land and suggested that if there were some extra funds that they might be able to consider this. This does not sound final enough to me.

In addition, when I pointed out that the corner would encourage speeding and driver's clipping the corner, planner's admitted that it was likely this would happen.

Please see Figure 1 for an aerial view of the Routt St. cul-de-sac bulb. I have included other photos of the existing cul-de-sac with my son standing at the intersection of 33rd and Routt on the edge of our property line. **If 33rd is made to go through than the red dashed area should be returned to the property owners and the cul-de-sac bulb removed.** This will result in traffic patterns more consistent with a residential street. If this is not done I feel that drivers traveling north on Routt turning right onto 33rd will take the curve at an excessive speed cause safety problems. This should be done at the developer or city's expense not the homeowners.

Figure 1:













5. I prefer a sidewalk connecting Routt to 33rd which will contribute to the walkability of the neighborhood but not increase traffic in the neighborhood. I believe a sidewalk like the one between W 35th Ave and W. 34th Ave, northeast of Lewis Meadows Park could be installed.

If the City would like to sell the land to the north of our property at 3280 Routt St., I am willing to buy it. This would reduce the maintenance cost and upkeep for the City while adding to our property value.

Thank you for your time and consideration.

Sincerely,

Rebecca A. Hay



Marlene Archer <brookside1@gmail.com>

Opposition letter for extending 33rd avenue

1 message

Stephen Archer <stephen.archer@hunterdouglas.com>

Wed, May 31, 2017 at 3:10 PM

To: mrecker@ci.wheatridge.co.us, Imikulak@ci.wheatridge.co.us
Bcc: brookside1@gmail.com

Hello Meredith and Lauren,

My name is Stephen Archer and my family has quietly enjoyed living at 3260 Routt Street for 32 years. I recently received a letter talking about a new subdivision and street modifications. (WS-16-02/Merkwood Estates)

I am concerned with the increase in traffic flow if 33rd Ave is connected from Quail St to Routt St especially during school drop off and pick up times. Has a formal traffic study been performed by an independent third party? If so, could we see the results?

I am also concerned with Emergency Vehicle access. Has a study been performed there as well? Could we see the results? In looking at the planning document on the Wheat Ridge website, it states that "A turn-around feature for vehicles is provided between Lots 1 and 2. There is no vehicular connection from Robb to West 32nd Avenue, except for pedestrian and emergency access." The included plat does not clearly show either of these stipulations as it gets very blurry when zoomed in. I would think that either Robb Street needs to be fully planned and connected to 32nd Ave, or a 96' cul de sac needs to be added at the current "dead-end" of Robb by 32nd Ave. The city code clearly states this:

From Section 26-412 (Street Design) of the Wheat Ridge, CO code:

D. Design.

2. Cul-de-sacs.

a. Cul-de-sacs shall have a turnaround right-of-way diameter of at least ninety-six (96) feet.

3. Dead-ends.

a. Dead-end streets, with the exceptions of cul-de-sacs, shall be prohibited unless they are designed to connect with future streets in adjacent land that has not been platted, in which cases a temporary cul-de-sac bulb shall be required. The "eyebrows" of temporary cul-de-sac bulbs shall be designated as tracts on the plat.

b. For cul-de-sacs less than two hundred (200) feet in length in a single family area, an alternate design such as a "Y," "T," "L," or loop may be considered and approved by the city if the standard design is not feasible.

Since Robb Street is not planned to be a cul-de-sac and is also greater than 200 feet in length, the alternate "T" design proposed in the plat would not be acceptable as shown above in Section 26-412 D. 3. b.

Thank you for listening and considering my opposition to extending 33rd Ave. I plan on attending the meeting on Thursday at 7pm to voice my opposition as well.

Stephen Archer
(303)883-5025
3260 Routt Street
Wheat Ridge, CO 80033

Stephen Archer

IT Senior Systems Engineer
Information Technology

HunterDouglas 

One Duette Way
Broomfield, CO 80020
T: 303-466-1848
T: 303-876-3438

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Meredith Reckert

From: Ryan <rmcdermed@hotmail.com>
Sent: Thursday, June 1, 2017 3:57 PM
To: Meredith Reckert; lorimarcello@msn.com
Subject: Merkwod Homes Subdivision Case # WS-16-02

Dear Planning Commissioners and Meredith Reckert,

My family and I reside at 3201 Routt Street and have for well over 3 years.

I would like to submit to the record my family's concerns regarding the extension of West 33rd Avenue through the Applewood Brookside Subdivision.

We bought our home on the dead end cul-de-sac of Routt Street to provide a safe atmosphere for our two children to play and grow up. The connection of West 33rd Avenue through to Quail Hollow subdivision will eliminate the this safe haven.

We are not opposed to the development of the Merkwod Homes Subdivision, but rather the connection for Merkwod Homes Subdivision to the Quail Hollow Subdivision to provide "connectivity." The roadway connection between the Merkwod Homes Subdivision and Quail Hollow subdivision will greatly increase the traffic on our street and create an unsafe environment. Furthermore it seems insincere for the staff report to site "connectivity" as a reason to have to create a connection on West 33rd Avenue when staff is not suggesting the necessity of a connection to 32nd Avenue from Robb Street. Furthermore a 5 foot grade break between the proposed Merkwod Homes Subdivision and West 32nd Avenue is not a valid reason to not suggest a connection to West 32nd Avenue. Furthermore there are several locations throughout the Wheat Ridge Community where the intersection spacing is similar or less than the proposed spacing of Robb St. within the new development (see spacing of Pierson St. and Quail St. immediately West of the proposed development). However, those intersections have been approved.

We firmly believe connectivity can be created by creating a walking path/sidewalk from the Merkwod Homes Subdivision to the Quail Hollow Subdivision.

We strongly oppose the roadway connection of the Merkwod Homes Subdivision and the Quail Hollow Subdivision.

We ask that you take into consideration the affect of this development will have on your existing tax paying residents.

Thank you,
Renee McDermed



Rebecca A. Hay
3280 Routt St.
Wheat Ridge, CO 80033
720-480-4283

May 31, 2017

Meredith Reckert
Senior Planner
Planning and Development Services
City of Wheat Ridge
7500 W. 29th Ave. 2nd Floor
Wheat Ridge, CO 80033

Dear Ms. Reckert:

I am writing re: Case # WS-16-02/Merkwood Estates. I am writing to object to the extension of West 33rd Ave. to Routt Street. My objection is as follows:

1. There is no advantage to extending 33rd in **both** east and west directions. Extending 33rd towards the east provides more logical access to the proposed subdivision as less construction is needed and the new Robb Street is closest to that side. Quail Hollow is a newer subdivision and
2. I am concerned about the additional traffic as I have two young children who play outside. Removing the cul de sac at the north end of Routt Street will result in additional traffic not only from the 7 new homes in the Merkwood Subdivision but from Prospect Valley Elementary School as well.
3. Extending 33rd in both directions impacts more homes in the community than is needed to develop Merkwood Estates in a manner required by the City for emergency vehicles access etc. An eastward extension of 33rd provides the residents access, preserves the cul de sac feel of the existing neighborhoods and makes the new subdivision more desirable as there will be less traffic. This is especially true for lots 6 and 7 of the proposed subdivision.
4. By leaving the Routt cul de sac in place the property values on Routt St. will be preserved and the properties in Merkwood will be more desirable.
5. I prefer a sidewalk connecting Routt to 33rd which will contribute to the walkability of the neighborhood but not increase traffic in the neighborhood. I believe a sidewalk like the one between W 35th Ave and W. 34th Ave. northeast of Lewis Meadows Park could be installed.

If the City would like to sell the land to the north of our property at 3280 Routt St., I am willing to buy it. This would reduce the maintenance cost and upkeep for the City while adding to our property value. Thank you for your time and consideration.

Sincerely,

Rebecca A. Hay

Meredith Reckert

From: Leo Sands <lsgnfishn@gmail.com>
Sent: Wednesday, May 31, 2017 4:40 PM
To: Meredith Reckert
Subject: Merkwod Homes Development, Case# WS-16-02

received
5-31-17

Attn: Meredith Reckert

I am writing to document our objections to certain aspects of the above referenced project.

- Current plans call for connection of 33rd Ave (aka Quail Court) to Robb St, creating very real safety concerns for the residents of the Quail Hollow subdivision, **especially** for the many young children playing near their homes in Quail Hollow, on Quail Ct.
- The Merkwod project needs to ensure that Robb St opens to 32nd Ave to obviate the need to use Quail Hollow's Quail Ct as a through street.
- Robb St should be closed to Quail Ct (33rd Ave) to lessen the child safety concerns for Quail Hollow as well as to eliminate additional hazardous traffic for Prospect Elementary.
- A traffic light on 32nd and Quail would make it safer to exit Quail and Robb onto 32nd Ave, going both east and west, and would help greatly to make pre and post school day traffic a safer proposition.

Thank you for consideration of these objections.

Leo and Jane Sands
3440 Quail Ct
Wheat Ridge, CO 80033

Leo Sands
281 798 6384 (cell)
Sent from my iPhone

received
5-31-17



From: **Mat Glover** matglover117@gmail.com
Subject: Merkwod Homes Development Case No. WS-16-02
Date: May 30, 2017 at 2:07 PM
To: mrecker@ci.wheatridge.co.us

6/30/17

Attn: Meredith Recent, Senior Planner City of Wheat Ridge

First of all thanks for returning my call concerning the above referenced development. Secondly I am taking your suggestion of writing a letter to document our objections to certain elements of the proposed development. In particular the connection of 33rd ave for the following reasons:

- 1) Currently we are at the end of a cul-de-sac with no thru traffic
- 2) The traffic generated by the school with parents delivering and picking up their children at the entrance to Quail Hallow would obviously increase the traffic traveling through our community should 33rd Ave be connected.
- 3) The cul-de-sac at the west end Quail Hallow is finished with curb and gutter, and storm drains, why undo what's been finished?
- 4) We bought our home because it was at the end of a cul-de-sac. Connecting 33rd, and altering the drainage will have an impact on our property, of which can't be calculated at this time.

We understand development must continue, however not to the detriment of others. If there is a desire to mitigate the traffic from the school, why not put traffic lights at Quail and 32nd. And why are there not intentions to connect Robb St to 32nd? And yes, a lot of fill dirt will be required however isn't that a part of the development costs? By following what is being proposed traffic will certainly be increased at Pierson, Quail and Routt on 32nd Ave. In the staff report, concern is expressed about the safety of connecting Robb Street, and I would suggest that we have the same situation existing currently at Quail and Pierson on 32nd, which can be solved by installing strategic traffic lights. Also, if 33rd was not connected it would not be possible to push lot 7 of the new development farther north to more effectively deal with the drainage and the flood plain?

Thank you in advance for your consideration of our objections.

Mat Glover
11355 W 33rd Ave
Wheat Ridge, CO 80033
matglover117@gmail.com
303-419-3423

To: Planning and Zoning Committee,
Case # WS-16-02,
City of Wheat Ridge,
7500 West 29th Ave.,
Wheat Ridge, CO 80033



From: David W and Jill B Moss
3221 Routt St
Wheat Ridge, CO
80033

We want to voice our objection to the continuation of West 33rd Avenue between Quail and Routt Streets. This new road will disrupt our community and the added traffic will be to the detriment of the small children that play outside on our street. It will serve as a primary vent for all the carpoolers dropping off and picking up their children from Prospect Valley Elementary School. We already suffer from the overflow parking and traffic due to the swim club at the top of our street.

We feel the new community would be better served by having their own access to 32nd Avenue and not have to circle down to the north and back up our street.

Respectfully,

David and Jill Moss

Meredith Reckert

received
5-31-17

From: Stephen Archer <stephen.archer@hunterdouglas.com>
Sent: Wednesday, May 31, 2017 3:10 PM
To: Meredith Reckert; Lauren Mikulak
Subject: Opposition letter for extending 33rd avenue

Hello Meredith and Lauren,

My name is Stephen Archer and my family has quietly enjoyed living at 3260 Routt Street for 32 years. I recently received a letter talking about a new subdivision and street modifications. (WS-16-02/Merkwood Estates)

I am concerned with the increase in traffic flow if 33rd Ave is connected from Quail St to Routt St especially during school drop off and pick up times. Has a formal traffic study been performed by an independent third party? If so, could we see the results?

I am also concerned with Emergency Vehicle access. Has a study been performed there as well? Could we see the results? In looking at the planning document on the Wheat Ridge website, it states that "A turn-around feature for vehicles is provided between Lots 1 and 2. There is no vehicular connection from Robb to West 32nd Avenue, except for pedestrian and emergency access." The included plat does not clearly show either of these stipulations as it gets very blurry when zoomed in. I would think that either Robb Street needs to be fully planned and connected to 32nd Ave, or a 96' cul de sac needs to be added at the current "dead-end" of Robb by 32nd Ave. The city code clearly states this:

From Section 26-412 (Street Design) of the Wheat Ridge, CO code:

D. Design.

2. Cul-de-sacs.

a. Cul-de-sacs shall have a turnaround right-of-way diameter of at least ninety-six (96) feet.

3. Dead-ends.

a. Dead-end streets, with the exceptions of cul-de-sacs, shall be prohibited unless they are designed to connect with future streets in adjacent land that has not been platted, in which cases a temporary cul-de-sac bulb shall be required. The "eyebrows" of temporary cul-de-sac bulbs shall be designated as tracts on the plat.

b. For cul-de-sacs less than two hundred (200) feet in length in a single family area, an alternate design such as a "Y," "T," "L," or loop may be considered and approved by the city if the standard design is not feasible.

Since Robb Street is not planned to be a cul-de-sac and is also greater than 200 feet in length, the alternate "T" design proposed in the plat would not be acceptable as shown above in Section 26-412 D. 3. b.

Thank you for listening and considering my opposition to extending 33rd Ave. I plan on attending the meeting on Thursday at 7pm to voice my opposition as well.

Stephen Archer
(303)883-5025
3260 Routt Street

5/30/17



Planning and Zoning Committee
Case # WS-16-02
City of Wheat Ridge
7500 West 29th Ave., Wheat Ridge, CO 80033


Dear Wheat Ridge Council Representatives,

We have lived in our 3200 Routt Street home in Wheat Ridge for over 20 years and are very concerned and distressed over the possibility of modifying our existing street from a cul-de-sac by opening the access from Routt Street to Prospect Valley School.

Pete and I along with our cul-de-sac neighbors take meticulous care of our property to ensure that our homes are beautiful and are a life time financial investment. We are very concerned that adding the 33rd street access will greatly reduce our home/property value. In addition, we are very concerned that the additional traffic on our street will cause a safety risk to our grandchild and other children.

We along with many of our cul-de-sac Routt Street neighbors have lived on this block for over 20 years and paid property taxes. Please listen to concerns and vote **NO** to 33rd connecting from the end of Routt Street with a direct connection through to Pierson Street.

Sincerely,


Pete and Cindy Klammer
3200 Routt Street
Wheat Ridge, CO 80033

Meredith Reckert

From: Archer, Jeff D. <Jeffrey.Archer@denverwater.org>
Sent: Wednesday, May 31, 2017 1:56 PM
To: Meredith Reckert; George Pond; Tim Fitzgerald
Subject: Proposed Merkwood Estates Subdivision Traffic Concerns

Meredith, George, and Tim,

I am a concerned homeowner who lives close to the proposed subdivision. My name is Jeff Archer and my address is 11502 W. 31st. Pl. I live directly across 32nd ave off of Routt St.

My main concern involves traffic safety. I recently read through the packet for the City Council Presentation and looked through the proposed plat (it is fuzzy, but I can make out some of the details):

<http://www.ci.wheatridge.co.us/ArchiveCenter/ViewFile/Item/3924>

My main concerns are:

- Emergency Vehicle Access and Safety
- Increased traffic on Routt St from the local Elementary School (Prospect Valley)

Emergency Vehicle Access and Safety:

-The Plat appears to show a Dead End Street that abruptly terminates at 32nd Ave. It does not appear to show a Culdesac Bulb or any other means to turn vehicles around. The narrative does describe some sort of turnaround, but I don't see it on the plat. It would be good to get some clarification on this. We have a Group Home in our Neighborhood for elderly patients with Alzheimer's disease and I have seen firsthand how large the Emergency Fire Engines are that have to navigate these neighborhood streets. I do not see any way that they could safely navigate the Dead End Street. In this way, it almost makes traffic in these subdivisions worse than existing, not better.

-The narrative also describes some type of emergency vehicle access from 32nd Ave, but no curb cut is shown? It also discusses a hardship for the developer to bring in 5 ft of fill to match the street grade, but it would appear that this would be required to make a connection to 32nd Ave for Emergency Vehicles, or for neighborhood traffic. It would appear to me that a curb cut for Robb St would be a safer way to ensure adequate access.

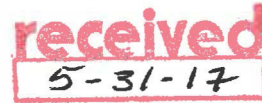
Increased Traffic from Prospect Valley:

It appears that an unintended consequence from building the W 33rd Ave Spool Road would be the connection to the school, providing a significantly different and altered traffic pattern. Certainly, the traffic and danger would increase for the residents along Routt St to the N. of 32nd Ave. This would most likely alter their historical enjoyment of their property and potentially the safety of their families with hurried parents navigating their streets. Maybe some of these issues can be addressed with some restrictions placed on normal school traffic – i.e. keep it to historical.

These issues are concerning and it appears are time sensitive since the City Council Meeting is tomorrow and there may be a vote taken for this subdivision. Unfortunately, I have family obligations that prevent me from attending, but would appreciate a response from the Planning Department and our Neighborhood City Council Representatives on how we can address these concerns.

I would like to propose / request that the vote be delayed so that a formal third party traffic study could be performed and presented to satisfy some of the neighborhood concerns.

Ross & Carlos Fawcett
3240 Routt Street
Wheat Ridge, CO 80033



To: Planning & Zoning committee
Case# WS-16-02

Re: 33rd Ave extension between Routt & Pierson

To whom it may concern,

First off I want to say that we are pro-growth and understand that the City of Wheat Ridge must grow and change in order to continue to attract people and business.

Second, we are pro community and want to see our neighborhoods connected and engaged with one another.

With that said please no we are 100% against the connection of these 2 streets.

Applewood Brookside, Routt St, is a cul de sac neighborhood that has community and is engaged and connected with each other because it is exactly that. We feel safe and comfortable because we know who is coming and going in our neighborhood. We help each other and watch out for each other. We host a block party to further this sense of community and look forward to keeping Applewood Brookside a small community.

Quail Hollow as a neighborhood was also founded on the belief and expectation that it could also have a small

neighborhood community that would be engaging and its people comfortably known as neighbors. Their own Quail Hollow neighbors and neighborhood.

We welcome and want Merkwood Estates to join our 2 neighborhoods and the City of Wheat Ridge as another small, close knit, group of connected neighbors. Neighbors that strengthen our community and city.

We feel the best way to maintain the Applewood Brookside, Quail Hollow and the Merkwood Estate neighborhoods as unique and distinct communities would be to NOT connect them with a road. Rather we would like to see them connected with a pedestrian thoroughfare. A connection that allows us to connect as friends and neighbors and citizens of Wheat Ridge. A connection that can bring 3 neighborhoods together and yet still maintain the long standing small communities that have been established.

Please amend the Merkwood estate neighborhood to reflect this. Please give the "New Subdivision" it's own access and street from 32nd. Let it grow and become its own distinct neighborhood of families, friends and citizens.

Allow the 3 neighborhood communities to be distinct and connected.

Do not put a street through. Do not destroy the peace and small community of two neighborhoods for the sake of one.

Please connect us with a pedestrian green belt that brings the benefits of safety and community without changing our distinct and separate neighborhoods.

received
5-30-17

Case # WS-16-02

Planning and Zoning Committee

City of Wheat Ridge, CO.

To all those in need of making a decision:

Please consider the following information before making any harsh decisions:

1. We have lived here at this residence (3291 Routt St.) for 27 years. We selected this residence because it was a Cul-de Sac which gave it a higher property value.
2. We selected this site because we wanted our children to live and play in a safe environment—free of thru-traffic.

If you allow this area to be re-zoned for thru traffic you would eliminate and cause my home to lose its property value as well as causing traffic hazards for the children living on this Cul-de-sac.

We are already inundated with heavy traffic from the swimming pool off of 32nd street during the summer months. Many of the residents, including my family, have trouble entering our driveways because of uncourteous drivers who care more for taking part in the swimming pool than those who live here. **There is very limited parking on Routt St.**

If you allow a street to be constructed from Routt St. to Quail, you will create even more parking and traffic problems. Parents who have children at Prospect Valley Elementary School already cause traffic problems while awaiting their children to be released from school. The congestion and hazards of vehicles trying to get onto 32nd St. would be magnified.

I don't want to assume that you have already surveyed the proposed route for the 33rd street, but I believe that the residents who have just purchased homes off of Quail St. want a Cul-de-sac environment and not a thru street.

When the applicants were bringing dirt and other debris onto the mentioned property, they used the entrance off 32nd street and worked just fine, except for the dust and noise. **Why can't they allow in their proposed building plans to allow for only the one entrance off of 32nd street and they could identify with the rest of us how nice it is to live in a Cul-de-sac environment?**

Please take all of these suggestions and worries into consideration before granting the building of another street. The parking for the Baptist Church, Elementary School, swimming pool and heavy traffic off of I-70 to Kipling is already at a stressful level.

Respectfully,

Ross and Olga Casados

3291 Routt St.

Wheat Ridge, CO. 80033

CASE # WS-16-02

To whom it may concern,



May 26, 2017

We are the owners of the home located at 3310 Routt St. It has come to our attention, despite being informed differently, that there is a proposal to extend 33rd street from Pierson St. to Routt St.. This will negatively impact our home and neighborhood in several ways; Safety for our streets, congestion and noise due to heavier traffic and our home's current value.

We are currently enjoying a quiet approximately 20 home "neighborhood". Extending 33rd to Pierson will increase traffic due to the elementary school located on Pierson. Prospect Valley Elementary is almost 80% choice enrollment. This brings almost 600 students from outside our neighborhood into this small area. All of these students are brought in by cars, there is no bus service to this school. That means even placing an average of 2 students per car, over 300 cars twice a day to pick up their students. Even if we only get 1/3 of that traffic through to our street, 100 extra cars that don't belong in this area will be coming through our street at least twice a day. We have 0 children on our street currently enrolled in Prospect Valley. This doesn't improve our safety at all.

This will also create extra noise and congestion. After talking with a real estate appraiser, he informed us that he would take the value down of our house by approximately \$50,000. This not only effects our property, but everyone on our street and everyone in each on each of the affected streets. It seems that the Merkwod homes community would also like to boast that their neighborhood is a quiet cul-de-sac such as ours and want to have their home value reflect this.

I am not one to just complain, I propose to make a slight change that would benefit everyone involved. Create a foot path connecting the neighborhoods. Merkwod homes would have to adjust their plans by a few feet, but that is better than the width of an entire street. Their neighborhood could have an entrance off of 32nd (called Robb St. as we were told) to create their more desirable quiet cul-de-sac and the children/adults would still have a quicker access to Prospect Valley Elementary. The city could beautify this area, or a possibility that it could be sold to us to improve and maintain (we are just to the north of the proposed street).

We encourage you to seriously consider our proposal and our information on how this change will devalue the Applewood neighborhood.

Thank you for your time,

Mark and Michele Hiliam

3310 Routt St.

Wheat Ridge

Community Development

29 May 2017

City of Wheat Ridge

7500 W. 29th Ave.

Wheat Ridge, CO 80033



RE: Opposition to 33rd Ave. cut through from Routt St. to Quail St., Case #WS-16-02.

Attn: Planning and Zoning Committee,

My name is Lori Marcello and I live at 3241 Routt St. I am a 1983 Wheat Ridge High School graduate and am proud to say I've never had a zip code other than 80033. I have supported the Wheat Ridge community through volunteer work in the greenbelt and beautifying our street easement. I have even helped organize our neighborhood to consolidate trash companies to stop noise and wear and tear on our street. Our neighborhood was currently in the process of funding and replacing the worn-out Applewood Brookside sign on 32nd & Routt. (see attached examples #1 & #2)

I am in opposition to the 33rd Avenue cut through to Quail street from Routt Street for several reasons.

First, this isn't neighborhood Connectivity. It's connecting our quiet cul-de-sac to a school of 500 children with practice fields. If 50% of the cars carrying 2 children each take the path of least resistance through our street, that will create 125 more cars on our street at least twice a day. And I doubt there are 2 children in every car, so this estimate may be low. This is not counting the cars regularly coming and going to the games and practice on the fields. We already have quite a lot of traffic congestion at the 32nd end of our street due to Applewood Knolls Swimming Pool and swim meets.

Second, it would devalue our homes. One of the reasons my husband and I chose this particular lot in Applewood as newlyweds 27 years ago to build our home was because it was a cul-de-sac street. We knew our children would be safe. Several years ago it was mentioned that the City of Wheat Ridge needed the street easement in the cul-de-sac to possibly access the farm property if ever developed. We understood that, but never thought our quiet neighborhood would become a thoroughfare to Quail and Prospect Valley Elementary.

There are several obvious options that would allow access to the new development without detrimentally affecting Routt Street and opening 33rd Ave. to Quail Street. I am hoping the Planning Commission cares about those who have cared about Wheat Ridge and seriously considers these options instead. Thank you for your time.

Sincerely,

Lori Marcello

303 808-9704

Example #1



Example #1

GUIN
GLOVER
MA
MASONRY
ASSOCIATES, INC
4830 Dover

GUILL
GOVER

MA
MASONRY

ASSOCIATES, INC

4830 Dover

Community Development
City of Wheat Ridge
7500 W. 29th Ave.
Wheat Ridge CO 80033



Subject: 33rd Ave. cut through and Merkwod Homes development projects
Case # WS-16-02

Attention: Planning and Zoning Committee,

This letter is in response to the intended project to cut through 33rd Avenue from Routt Street to the new Quail Hollow subdivision. Additionally this letter will address the site plan for the Merkwod Homes development.

First, 33rd Ave. Cutting this road through is a bad idea for many reasons and would only benefit a very few that don't live in the neighborhood. Currently Routt St. and Quail Hollow access are cul-de-sacs. This limits the traffic to only the folks who live in these areas. Most of us bought our homes with this benefit in mind. By cutting 33rd Ave. through it would significantly increase traffic through Routt street homes as well as Quail Hollow homes. I also believe that cutting 33rd Ave. would also significantly reduce property values, increase traffic noise and pollution as well as increase the danger to the children who live and play in these areas. Additionally, it is not necessary to complete 33rd Ave. to support the proposed Merkwod Homes development. Access to that development can stand on its own via access from 32nd Ave.

The developers of Merkwod have told me directly that the proposed homes will face east with the back yards adjacent to the current backyards of the homes along Routt St. I submit there are many reasons NOT to do it this way and many more reasons to reverse the plot plan so to face the new homes west. The attached letter details this proposed plan and I ask and encourage you to please consider it in your plan.

33rd Ave. cut through is a bad idea. Please don't let the profit driven developer benefit at the expense of the many homeowners who will suffer from the completion of this project. Do not proceed with cutting through 33rd Ave.

Sincerely,
Doug Fisher
3220 Routt St.
Wheat Ridge CO 80033
720-318-4591
doug17july@gmail.com

Merkwood Homes Applewood Site Plan Design suggestion/proposal



Suggest access road on
west side of homes

Propose that houses face west instead of east. There are many advantages to this design.

Advantages of West facing fronts:

1. Privacy-Everyone wants to have backyard privacy. If proposed homes were facing west their backyards would provide extreme privacy. Back yards would be facing the church which is quite far away and owners would not feel like they have neighbors sitting right on their fences.
2. Backyard patios/decks would be shaded by the house in the afternoon making for a more pleasant backyard summertime experience.
3. With access road separating proposed houses from neighbors to the west both current residents and new homeowners will not feel so closed in and cramped.
4. Driveways facing west will melt snow much easier in the winter due to afternoon sun. Driveways facing east are shaded in the afternoon and tend to ice up and stay icy all winter if not shoveled immediately after a storm.

This proposal is a win/win for everyone. There really is no down side to implementing this suggestion.

If you have questions or comments or wish to discuss please feel free to contact me.

Thank you for your consideration. Doug Fisher 720-318-4591

Merkwood Homes Applewood Site Plan Design suggestion/proposal



Suggest access road on
west side of homes

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This proposal is a win/win for everyone. There really is no down side to implementing this suggestion.

If you have questions or comments or wish to discuss please feel free to contact me.

Thank you for your consideration. Doug Fisher 720-318-4591

received
5-30-17

Dear Planning Commission,

30 May 2017

My name is Duane Chesley and I live at 3261 Routt Street. I have lived in Wheat Ridge for 55 years and the last 28 years on Routt Street.

Your plan to continue 33rd Avenue from Quail Street to Routt Street makes no sense. It will only degrade the quality and value of three neighborhoods - Quail Hollow, Applewood Brookside (Routt) and the new soon to be developed housing area on Robb Street. It appears you are trying to fix something that is not broken.

If 33rd Avenue is constructed the quiet nature of our neighborhoods will no longer exist. Routt Street will become a feeder street serving Prospect Valley school with an increase of traffic many times over.

I urge you to cancel this planned extension of 33rd Avenue and save our quiet neighborhoods.

/s/ Duane Chesley
303-238-5982

received

The Nielsens
3281 Routt Street
Wheat Ridge, CO 80033
(720) 480-7337

May 26, 2017

Hand Delivered

Planning and Zoning Committee
City of Wheat Ridge
7500 W. 29th Avenue
Wheat Ridge, CO 80033

Re: Case No. WS-16-02

To whom it may concern:

This letter is submitted in opposition to the application filed by Merkwood Homes for approval of a 7-lot major subdivision with right-of-way dedication zoned Residential-One (R-1). It is our understanding that if this application is approved, the cul-de-sac at the end of Routt Street would be opened up and become 33rd Avenue and then ultimately connect to Quail Street through the new Quail Hollow subdivision. As residents of Routt Street, we strongly feel that opening up the cul-de-sac at the end of Routt Street would be detrimental for the following reasons:

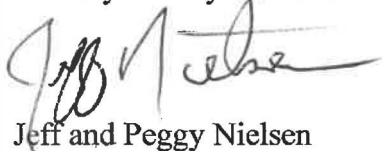
--It would **increase traffic** and cause our normally quiet street to be much busier. One of the characteristics that drew us to our home was the idyllic setting at the end of a cul-de-sac.

--It would **negatively affect the value** of our home and the homes around us.

--It would **cause extreme safety concerns** for us and our neighbors. Our grandchildren play in the cul-de-sac and our neighborhood often hosts block parties and get-togethers in the cul-de-sac.

Most of the residents on Routt Street have lived here for many years. We are a tight-knit neighborhood and we urge you to deny the application filed by Merkwood Homes.

Thank you for your consideration.



Jeff and Peggy Nielsen

David Hay
3280 Routt St.
Wheat Ridge, CO 80033



May 31, 2017

Planning and Zoning Committee
Case # WS-16-02
City of Wheat Ridge
7500 West 29th Ave.
Wheat Ridge, CO 80033

Dear Sir or Madam,

I am writing in regard to the proposed expansion of 33rd Ave between Routt St. and Quail St. as part of the referenced case number above. I wish to object to the expansion of 33rd Ave. as it will negatively impact the character of our neighborhood as well as our property value.

Providing a connection between Routt St. and Quail St. will increase the traffic along Routt St., making it more dangerous for our children and disrupting the quiet character of our cul-de-sac. Today, if we see a car on the street, we typically know who it belongs to. A through street would mean a larger number of strangers driving by our house, reducing our sense of community and safety.

In addition, properties on a cul-de-sac are typically more desirable for the very reason that they do *not* go through. By converting our cul-de-sac into a through street, I would expect our property value to be negatively impacted. In addition, the construction of 33rd Ave. would impose the expense of updating our landscaping to account for the newly constructed corner.

I understand and applaud the desire to make the neighborhood more walkable. I enjoy walking over to Prospect Valley with my kids to play on the fields and playground occasionally. That does not mean that the street needs to have through access for vehicles.

For example, a sidewalk between Routt St. and Robb St., perhaps with some green-space or other landscaping, would provide for pedestrian access and improve the overall feel of our neighborhood as well as Quail Hollow and the new Merkwood Estates development. It would also allow for larger lot sizes in the new subdivision. Finally, access to Robb St. would

be easier and cheaper if it was only connected to Quail Hollow and be less impactful to the existing neighborhoods.

I ask that you to reject the current plat design in favor of a design that provides through access only to pedestrians and, preferably, connects the new subdivision to Quail Hollow.

Sincerely,

A handwritten signature in black ink that reads "David Hay". The signature is written in a cursive, slightly slanted style. The "D" is large and loops around the "a", and the "H" is tall and narrow.

David Hay

Exhibit from
Case No W5-83-1



Attachment 5

MERKWOOD ESTATES CIVIL CONSTRUCTION DOCUMENTS

LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M.
CITY OF WHEAT RIDGE, COUNTY OF JEFFERSON, STATE OF COLORADO.



3461 RINGSBY COURT, SUITE 125
DENVER, CO 80216

201 EAST LAS ANIMAS, SUITE 113
COLORADO SPRINGS, CO 80903

720.413.9691
INFO@ALTITUDELANDCO.COM
WWW.ALTITUDELANDCO.COM

MERKWOOD ESTATES
CIVIL CONSTRUCTION DOCUMENTS
CASE NUMBER WS-16-02
CITY OF WHEAT RIDGE, COUNTY OF JEFFERSON, STATE OF COLORADO

16-71

DRAFT

NOT FOR CONSTRUCTION

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This document is an instrument of service, and as such remains the property of the Engineer. Permission for use of this document is limited and can be extended only by written agreement with Altitude Land Consultants.

REVISION:

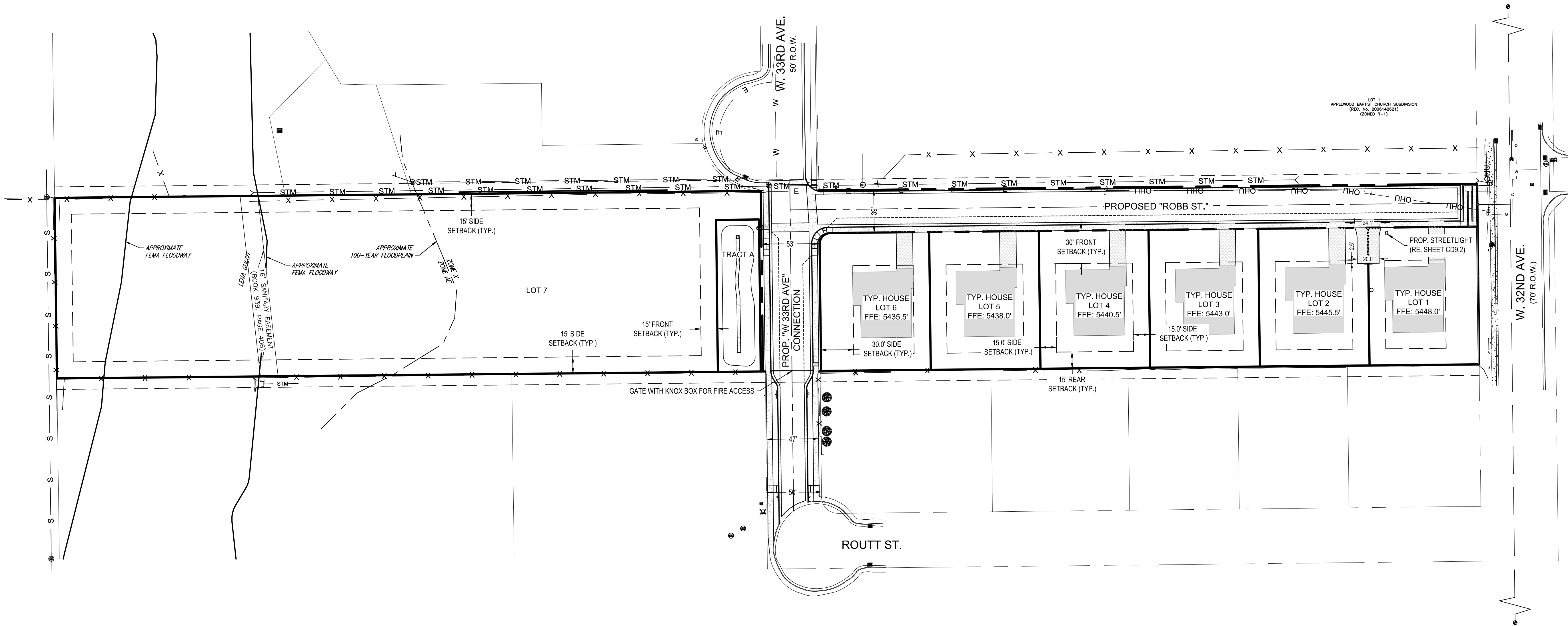
NO.	DATE	BY
1	OCTOBER 17, 2016	GHP
2	JANUARY 19, 2017	GHP
3	MARCH 17, 2017	GHP
4	APRIL 28, 2017	GHP
5	JUNE 01, 2017	GHP

DATE: AUGUST 12, 2016
DRAWN BY: GHP
CHECKED BY: DJZ

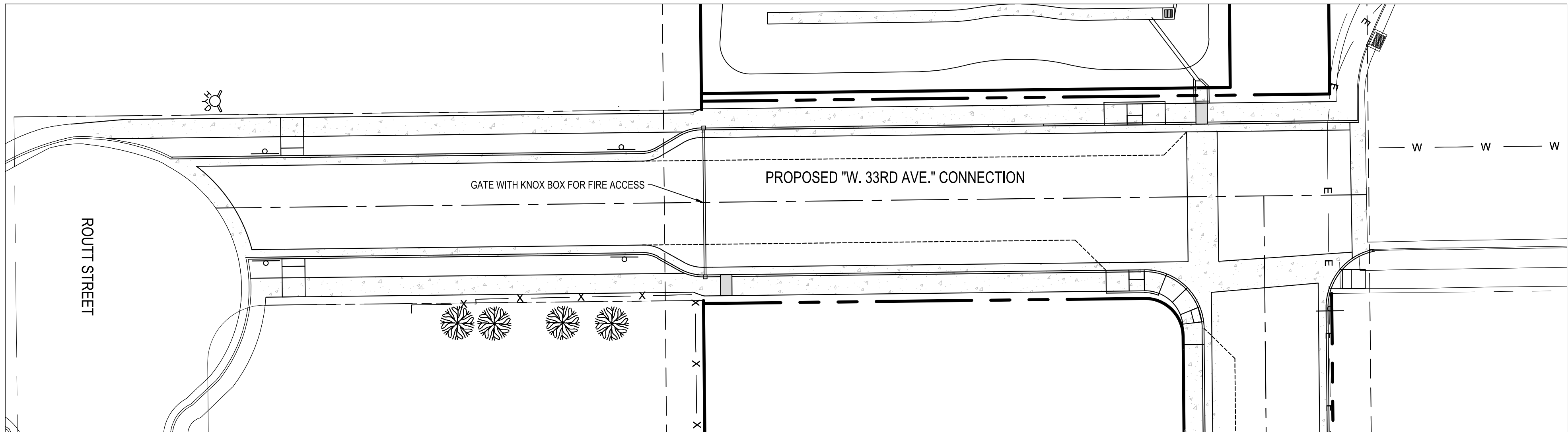
SITE PLAN

CD3.0

SHEET 03 OF 21



W. 33RD AVE. CONNECTION DETAIL



WATER QUALITY POND NOTES:

- THE POND SHALL LIE WITHIN A NON-BUILDABLE TRACT AND IS TO BE MAINTAINED BY THE SUBDIVISION HOA.
- THE POND SHALL BE LOCATED:
A.) A MINIMUM OF 20' SOUTH OF THE FEMA REGULATED FLOODWAY.
B.) A MINIMUM OF 5' AWAY FROM ANY PROPERTY LINE OR UTILITY EASEMENT.

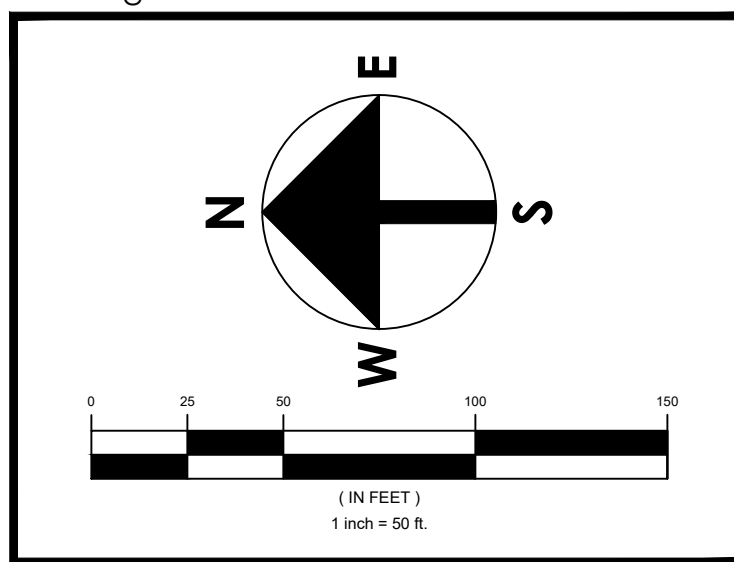
GENERAL NOTES:

- ALL SURVEY INFORMATION CONTAINED HEREIN WAS PERFORMED IN JULY 2015 BY BARRON LAND LLC AND SUPPLEMENTED IN APRIL 2016 BY ALTITUDE LAND CONSULTANTS.
- UTILITIES SHOWN HEREON ARE BASED ON GRAPHICAL EVIDENCE, UTILITY MAPS FROM THE GOVERNING JURISDICTIONS AND SURVEYED EVIDENCE IN THE FIELD.
- SITE ADDRESS IS: APPROXIMATELY 11435 WEST 32ND AVENUE, WHEAT RIDGE, CO 80033.
- SITE BENCHMARK IS: CITY OF WHEAT RIDGE BENCHMARK PHAC-2, ELEVATION - 5451.56 (NAVD88).
- ALL DRIVEWAYS SHALL ADHERE TO CDOT M-609-1, ADA COMPLIANT TYPE 3 (REFER TO SHEET CD-9.2 FOR DETAIL).

Legend

---	PROPERTY LINE
---	RIGHT OF WAY LINE
---	ADJACENT PROPERTY LINE
S	EXISTING SANITARY SEWER
S	PROPOSED SANITARY SEWER
STM	EXISTING STORM SEWER
STM	PROPOSED UNDERDRAIN
W	EXISTING WATER
W	PROPOSED WATER
OHU	EXISTING OVERHEAD UTILITY
---	EXISTING CONTOUR
---	PROPOSED CONTOUR
FL: 53XX.X	EXISTING SPOT ELEVATION
FL: 53XX.X	PROPOSED SPOT ELEVATION
⊕	SANITARY SEWER MANHOLE
⊕	FIRE HYDRANT
⊕	WATER VALVE
⊕	WATER METER

Drawing Scale & North Arrow



Meredith Reckert

From: Kral, Bruce <BKral@westmetrofire.org>
Sent: Thursday, June 15, 2017 11:01 AM
To: Meredith Reckert
Subject: RE: Merkwod Estate Regroup Meeting

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Meredith,

I would concur that a connection with Quail via 33rd Avenue provides a vital link to fire and emergency access to the proposed Merkwod Estates. The connection of 33rd Avenue through to Quail Street addresses the fire code requirements regarding dead-end streets over 150' long and a secondary access point remote from Routt and Colfax. Installing obstructions like gates or bollards in the middle of a street acting as a designated fire access route creates delays in fire and ambulance response. The gate would also generate long term maintenance issues with snow removal and road surface upkeep further complicating emergency response.

Bruce Kral, CFO
Fire Marshal
West Metro Fire Protection District
433 South Allison Parkway
Lakewood, CO 80226
(303)989-4307 ext. 513
bkral@westmetrofire.org






Attachment 8

REQUEST FOR CITY COUNCIL ACTION**TITLE: COUNCIL BILL NUMBER 12-2017 - AN ORDINANCE REAPPOINTING PRESIDING MUNICIPAL JUDGE CHRISTOPHER RANDALL, INCREASING HIS HOURLY COMPENSATION AND APPROVING A PRESIDING MUNICIPAL JUDGE SERVICES AGREEMENT**

- ☐ PUBLIC HEARING
☐ BIDS/MOTIONS
☐ RESOLUTIONS

- ☒ ORDINANCES FOR 1ST READING (06/26/2017)
☐ ORDINANCES FOR 2ND READING (07/10/2017)

QUASI-JUDICIAL: ☐ YES☒ NO

City Attorney

City Manager**ISSUE:**

The City's Home Rule Charter provides for appointment of the Municipal Court Judge for a term of two years. The current term of Presiding Judge Christopher Randall expires July 1, 2017.

PRIOR ACTION:

The Judge was reappointed in June 2015.

FINANCIAL IMPACT:

The Judge is presently compensated at \$96.09 per hour. This rate has been in effect since 2015. The Judge requested an increase to **\$98.97** per hour. This change is reflected in the attached Agreement.

BACKGROUND:

The Judge has provided a memorandum (attached) requesting reappointment and an increase in hourly compensation.

RECOMMENDED MOTION:

"I move to approve Council Bill 12-2017, an ordinance reappointing presiding Municipal Judge Christopher Randall, increasing his hourly compensation and approving a presiding municipal judge services agreement, on first reading, order it published, public hearing set for Monday, July 10, 2017, at 7:00 p.m. in City Council Chambers, and that it take effect upon adoption at second reading."

Or

"I move to postpone indefinitely Council Bill 12-2017, an ordinance reappointing presiding Municipal Judge Christopher Randall, increasing his hourly compensation and approving a presiding municipal judge services agreement for the following reason(s) _____."

REPORT PREPARED BY:

Gerald Dahl, City Attorney

Patrick Goff, City Manager

ATTACHMENTS:

1. Council Bill 12-2017
2. Memorandum from Judge Randall
3. Municipal Judge Services Agreement

CITY OF WHEAT RIDGE, COLORADO
INTRODUCED BY COUNCIL MEMBER _____
COUNCIL BILL NO. 12
ORDINANCE NO. _____
Series of 2017

**TITLE: AN ORDINANCE REAPPOINTING PRESIDING MUNICIPAL
JUDGE CHRISTOPHER RANDALL, INCREASING HIS
COMPENSATION AND APPROVING A PRESIDING
MUNICIPAL JUDGE SERVICES AGREEMENT**

WHEREAS, the current presiding municipal judge, Christopher Randall was reappointed effective July 1, 2015 for a two-year term expiring on July 1, 2017; and

WHEREAS, the Judge has continued to serve since that date; and

WHEREAS, pursuant to Charter Section 8.3, the City Council shall appoint all judges for a term of two years; and

WHEREAS, Judge Randall has requested reappointment at the end of his current term, as well as an increase in his hourly rate in the Presiding Municipal Judge Services Agreement ; and

WHEREAS, the Council wishes to reappoint Judge Randall, and to approve an increase in his compensation and other changes to the Agreement; and

WHEREAS, Charter Section 8.5 requires the Council to set the Judge's compensation by ordinance.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WHEAT RIDGE, COLORADO:

Section 1. Pursuant to Sections 8.3 and 8.5 of the Home Rule Charter, Presiding Municipal Judge Christopher Randall is hereby reappointed for a term of two years, expiring on July 1, 2019. The Presiding Judge's compensation shall be **\$98.97** per hour. The terms and conditions of the Presiding Judge's appointment shall be as set forth in the Presiding Municipal Judge Services Agreement, effective as of July 1, 2017, attached hereto and incorporated herein by this reference.

Section 2. Severability; Conflicting Ordinances Repealed. If any section, subsection or clause of this Ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected thereby. All other ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 3. Effective Date. This Ordinance shall take effect upon adoption at second reading, as permitted by the Charter.

INTRODUCED, READ, AND ADOPTED on first reading by a vote of ___ to ___ on this 26th day of June, 2017, 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 July 10, 2017, at 7:00 o'clock p.m., in the Council Chambers, 7500 West 29th Avenue, Wheat Ridge, Colorado.

READ, ADOPTED AND ORDERED PUBLISHED on second and final reading by a vote of _____ to _____, this ____ day of _____, 2017.

SIGNED by the Mayor on this _____ day of _____, 2017.

Joyce Jay, Mayor

ATTEST:

Janelle Shaver, City Clerk

Approved As To Form

Gerald E. Dahl, City Attorney

First Publication:
Second Publication:
Wheat Ridge Transcript
Effective Date:



City of Wheat Ridge Municipal Building 7500 W. 29th Ave. Wheat Ridge, CO 80033-8001 P: 303.235.2835
F: 303.235.2829

May 25, 2017

Honorable Joyce Jay, Mayor
Members of the Wheat Ridge City Council
City of Wheat Ridge
7500 W. 29th St.
Wheat Ridge, CO 80033

Dear Mayor Jay and Members of City Council:

The City Charter creates a municipal court and directs the city council to appoint a presiding judge. The Charter requires that all municipal judges have been on the bench or have practiced law for a period of years. I have thirty-one (31) years in the practice of law and twenty-five (25) years on the bench of which fifteen has been as the presiding judge in Wheat Ridge.

The Charter states that Council shall appoint a presiding judge for a term of two (2) years. By charter, the duties of the judge are to supervise court personnel and submit a yearly budget. In practice, the Colorado Supreme Court establishes the judge's mandate: that is, to justly determine all municipal ordinance violations, ensure criminal law procedures, administer cases fairly, and follow city, state, and federal laws and constitutions. Although not part of the Supreme Court's mandate, a presiding judge should seek to reduce risk for the City. Finally, over the past two years there has been an explosion of legislation directed at municipal courts. As a result, the presiding judge reviews and incorporates new legislation into the operation of the court.

The Colorado Code of Judicial Conduct (Code) guides judicial ethics and requires independence, impartiality, competence, and integrity of any judge. Inherent in the Code is the precept that judges must respect and honor the judicial office as a public trust and strive to maintain and enhance confidence in the legal system.

I began as Presiding Judge in Wheat Ridge in January 2002, pursuant to a formal services agreement and have been the Presiding Judge continuously for fifteen (15) years. Each services agreement is for a two-year term. My most recent two-year contract for services began July 2015, and ends June 2017. I am requesting renewal of the contract. Please see the enclosed attachments for information about court, accomplishments, projects, and goals.

Attachment 2

I am also requesting a salary increase. The City adopted a pay for performance program for employees in 2013, and most city employees and all court staff received raises in 2017. Although the pay for performance program does not apply to my position, its precepts are aspirational. Since I assess team members annually, I am aware of the program's standards and ratings. I have not received an increase for two (2) years. Based on the court's proficiency and performance I am requesting a 3% increase to \$98.97 an hour. Please see the enclosed attachments for accomplishments and projects.

Year to date, I am working an average of thirty-two (32) hours per week. Regular court sessions take about twenty-four (24) hours a week. Most court days take ten-plus hours to complete. Preparation for jury trials and the jury trials add a few days per year. Other work hours are related to new legislation, extended court sessions, managerial duties, director obligations, legal research, administrative matters, budget, personnel (including recruitment and interviewing), and meetings. Currently, the court administrator and I are perfecting the new payroll system called TimeClock.

This is an dynamic City with an interesting court docket. I enjoy the challenge and energy of the City and the court. I look forward to another two years to continue to provide service.

Sincerely yours,

Christopher D. Randall
Presiding Judge
Wheat Ridge Municipal Court

Attachments:

1. Presiding Municipal Judge Services Agreement
2. Court Goals and Mission, 2017
3. Municipal Court Projects, 2017
4. Purposes of a City Criminal Code
5. Criminal Sentencing Factors Considered
6. Municipal Judge Salary Survey

**CITY OF WHEAT RIDGE
PRESIDING MUNICIPAL JUDGE SERVICES AGREEMENT**

THIS PRESIDING MUNICIPAL JUDGE SERVICES AGREEMENT is entered into and effective as of the 1st day of July 2017 ("Effective Date"), by and between the **CITY OF WHEAT RIDGE, COLORADO** (the "City") and **CHRISTOPHER D. RANDALL**, ("Presiding Judge"), together referred to herein as the "Parties." In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

ARTICLE 1 – SERVICES

Pursuant to Chapter VIII of the Wheat Ridge Home Rule Charter (the "Charter"), Presiding Judge shall have the following duties:

- A. Ensure the presence of a municipal judge at all Wheat Ridge Municipal Court ("Municipal Court") cases, by either presiding over such cases personally or by scheduling an Associate Judge to hear such case(s) and by establishing an on-call municipal judge schedule;
- B. Formulate and amend the local rules of the Municipal Court with the approval of the Colorado Supreme Court;
- C. Supervise the Associate Judges, if any, and all Municipal Court personnel; serve as Department Head for the Municipal Court staff; attend Department Director meetings, in person or by designee, and meetings with the City Manager, City Attorney and City Council as needed; and
- D. Responsible for preparation of annual department budget, monitoring of operational expenses and overall delivery of court services.

ARTICLE 2 – QUALIFICATIONS

The Presiding Judge shall continuously maintain the following qualifications:

- A. Licensed to practice law in all Colorado courts, including the U.S. District Court for the District of Colorado; and
- B. Resident within 40 miles of the Wheat Ridge Municipal Court.

ARTICLE 3 - TERM; TERMINATION

Pursuant to Section 8.3 of the Charter, this Agreement shall be for a two (2) year term, ending on July 1, 2019. This Agreement may be terminated during its term for any of the reasons enumerated in Section 8.3 of the Charter.

ARTICLE 4 – COMPENSATION, PERFORMANCE

The Parties agree that Presiding Judge shall be compensated at **\$98.97** per hour for services rendered under this Agreement. Presiding Judge may also be compensated for reimbursable expenses properly invoiced to the City as set forth below. For purposes of this Agreement, "reimbursable expenses" shall mean those expenses directly incurred by Presiding

Judge in the performance of his duties under this Agreement, including mileage and travel expense.

Presiding Judge shall be paid via the current City system for recording and compensating hourly employees.

A. Funding.

This Agreement is specifically subject to the provisions of Section 2-3(c) of the Code of Laws of the City of Wheat Ridge, which limits the amount for which the City shall be liable to the amount expressly appropriated by the City Council, either through budgeted appropriation, or contract or bid appointment. The Parties further recognize and agree that the City, as a political subdivision of the State of Colorado, is subject to the Constitution and laws of the State of Colorado. Notwithstanding any provision of this Agreement to the contrary, the obligation of the City to make payment to Presiding Judge is expressly subject to annual appropriations by the City of funds for the next ensuing budget year.

B. Performance

Pursuant to Section 8.3 of the Home Rule Charter, Presiding Judge is appointed for a two year term. In contrast to other employees of the City, the Judge's compensation is set by the Council by ordinance, rather than through the annual performance review process for other city employees. Also, the Presiding Judge is not an at-will employee as all other city employees are. In recognition of these distinctions, the parties agree that the Council functions as the performance review body for the Presiding Judge, exercising that authority by ordinance as required by the Charter.

ARTICLE 5 – INDEMNIFICATION, INSURANCE AND BENEFITS

• Pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., Presiding Judge is an appointed official of the City entitled to any and all benefits of law pertaining to judicial or sovereign immunity and to coverage by the City's insurance applicable to persons holding such a position for claims brought against him in his official capacity or arising out of his performance of his official duties as described. Presiding Judge shall be eligible to participate in the following insurance and benefit programs available to City employees, at a level equal to the average number of hours of work per week performed by the Presiding Judge, which for purposes of this Agreement, the Parties agree shall be a minimum of **thirty (30)** hours per week:

- short term disability; long term disability;
- worker's compensation;
- group term life insurance;
- employee assistance plan;
- retirement plan;

- official holidays (6 hours of holiday pay per holiday recognizing ten (10) holidays per year per Section 5-1 of the City's Personnel Policies);

- personal time off (PTO) leave accrued per pay period dependent upon the number of hours of work per week: a 30 –hour per week employee with the Presiding Judge's current longevity receives 5.1 hours of PTO leave per pay period; a similar 35 hour per week employee receives 6.19 hours;

- extended sick leave;

- jury duty pay; employee

- recreation program benefit;

- Kaiser Permanente HMO; Delta Dental; RPS section 125 cafeteria plan; and Eye-Med vision. The City agrees to pay the applicable premium for the rate level, consistent with the City insurance plan as amended from time to time.

- As a department head, Presiding Judge receives an annual \$600 allowance for cellular telephone.

For all such insurance and benefit programs, to the extent the programs or any of their features are altered, amended or eliminated with respect to all eligible City employees, such alteration, amendment or elimination shall also apply to Presiding Judge in the same manner.

ARTICLE 6 – CHARTER, LAWS AND ORDINANCES

Presiding Judge shall at all times during the performance of this Agreement, strictly adhere to all applicable federal, state and local laws, rules, regulations, and ordinances that affect or govern the work as herein contemplated.

ARTICLE 7 – EQUAL EMPLOYMENT OPPORTUNITY

The Presiding Judge shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, or national origin. The Presiding Judge shall adhere to acceptable affirmative action guidelines in selecting employees and shall ensure that employees are treated equally during employment, without regard to their age, race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 8 – JUDICIAL INDEPENDENCE

An independent, fair and impartial judiciary is indispensable to our system of justice. The United States legal system is based upon the principle that an independent, impartial, and competent judiciary, composed of men and women of integrity, will interpret and apply the law that governs our society. Thus, the judiciary plays a vital role in preserving the principles of justice and the rule of law. Judges, individually and collectively, must respect and honor the judicial office as a public trust and strive to maintain and enhance confidence in the legal system. Presiding Judge is expected to uphold these principles.

ARTICLE 9 – JUDICIAL IMPARTIALITY

Presiding Judge shall uphold and apply the law, and shall perform all duties of judicial office impartially. Impartially means absence of bias or prejudice in favor of, or against, particular parties or classes of parties, as well as maintenance of an open mind in considering issues that may come before the judge. Presiding Judge shall perform the duties of the judicial office, including administrative duties, without bias or prejudice. Presiding Judge shall not be swayed by public clamor or fear of criticism. Presiding Judge shall not permit social, political, financial, or other interests or relationships to influence the judge's judicial conduct or judgment. Presiding Judge shall not convey or permit others to convey the impression that any person is able to influence the judge.

ARTICLE 10 - EX PARTE COMMUNICATION

Presiding Judge shall not initiate, permit or consider ex parte communications, or consider other communications made to the judge outside the presence of the parties or their lawyers, concerning pending or impending matters.

ARTICLE 11 – LAW AND VENUE

The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The Parties agree that venue and jurisdiction for disputes regarding any aspect of this Agreement is proper and exclusive with the District Court of Jefferson County, Colorado.

ARTICLE 12 – NOTICES

Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth below. Such notice shall be deemed to have been given when deposited in the United States Mail.

If to the City: City Manager
7500 W 29th Avenue
Wheat Ridge, CO 80033
Fax: (303) 234-5924

With a copy to: City Attorney
7500 W 29th Avenue
Wheat Ridge, CO 80033
Fax: (303) 234-5924

If to Presiding Judge: Christopher D. Randall, Esq.
7500 W. 29th Avenue
Wheat Ridge, CO 80033
Fax (303) 980-1721

ARTICLE 13 – ASSIGNMENT AND SUBCONTRACTORS

The duties and obligations of Presiding Judge may not be assigned, delegated, or subcontracted except with the express written consent of the City.

ARTICLE 11 – SEVERABILITY

To the extent that the Agreement may be executed and performance of the obligations of the Parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon subsequent breach.

ARTICLE 12 – INTEGRATION OF UNDERSTANDINGS

This Agreement is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force and effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in writing and signed by Presiding Judge and an authorized representative of the City.

ARTICLE 13 – AMENDMENTS

The City may, from time to time, require changes in the scope of services of the Presiding Judge to be performed herein. Such changes, including any increase or decrease in

the amount of the Judge's compensation, must be mutually agreed upon in writing by the City and the Presiding Judge, as an amendment to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement in two (2) copies, each of which shall be deemed an original, as of the day and year first written above.

ATTEST:

CITY OF WHEAT RIDGE, COLORADO

Janelle Shaver, City Clerk

By: _____
Joyce Jay, Mayor

Seal

APPROVED AS TO FORM:

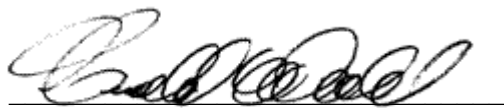
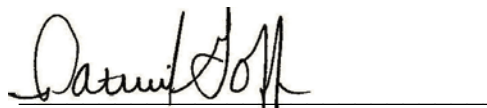
Gerald E. Dahl, City Attorney

PRESIDING JUDGE

Christopher D. Randall

REQUEST FOR CITY COUNCIL ACTION**TITLE: COUNCIL BILL NO. 13-2017 – AN ORDINANCE APPROVING A LEASE WITH VERIZON WIRELESS FOR PLACEMENT OF A CELLULAR ANTENNA FACILITY ON THE WHEAT RIDGE RECREATION CENTER**

- | | |
|---|---|
| <input type="checkbox"/> PUBLIC HEARING | <input checked="" type="checkbox"/> ORDINANCES FOR 1 ST READING (06/26/2017) |
| <input type="checkbox"/> BIDS/MOTIONS | <input type="checkbox"/> ORDINANCES FOR 2 ND READING (07/10/2017) |
| <input type="checkbox"/> RESOLUTIONS | |

QUASI-JUDICIAL: ☐ YES☒ NO
City Attorney
City Manager**ISSUE:**

Council is asked to approve a lease with Verizon Wireless for placement of a cellular antenna facility on the Wheat Ridge Recreation Center.

PRIOR ACTION:

The Jefferson County Open Space Committee has approved the subordination of the Jefferson County right of reverter based upon use of Open Space funds to initially acquire the Recreation Center property. The Board of County Commissioners will act on this in the near future. County staff will recommend approval, thereby clearing the necessary precondition to approve the lease.

FINANCIAL IMPACT:

The lease will produce revenue of \$25,000 per year in the first year.

BACKGROUND:

The Parks and Recreation Department has been in negotiation with Verizon for several months. The term is five years, with three options to extend for five years each. The annual rental payment is \$25,000 for the first year, increasing by 2% for each following year. The antenna facility will be fully contained on the roof of the building, as shown on the attached photo

simulations. There will be an assessor concrete equipment pad (10' x 10') at the rear (west) side of the building. A location diagram and photo simulation are attached.

RECOMMENDATIONS:

Staff recommends approval.

RECOMMENDED MOTION:

“I move to approve Council Bill No. 13-2017, an ordinance approving a lease with Verizon Wireless for placement of a cellular antenna facility on the Wheat Ridge Recreation Center, on first reading, order it published, public hearing set for Monday, July10, 2017 at 7:00 p.m. in City Council Chambers, and that it take effect upon adoption.”

Or,

“I move to deny approval of Council Bill No. 13-2017, an ordinance approving a lease with Verizon Wireless for placement of a cellular antenna facility on the Wheat Ridge Recreation Center for the following reason(s) _____.”

REPORT PREPARED/REVIEWED BY:

Gerald Dahl, City Attorney

Patrick Goff, City Manager

ATTACHMENTS:

1. Ordinance 13-2017
2. Memorandum of Lease
3. Photo simulations and facility diagram

CITY OF WHEAT RIDGE, COLORADO
INTRODUCED BY COUNCIL MEMBER _____
COUNCIL BILL NO. 13
ORDINANCE NO. _____
Series 2017

TITLE: AN ORDINANCE APPROVING A LEASE WITH VERIZON WIRELESS FOR PLACEMENT OF A CELLULAR ANTENNA FACILITY ON THE WHEAT RIDGE RECREATION CENTER

WHEREAS, the City of Wheat Ridge, Colorado is a Colorado home rule municipality, duly organized and existing pursuant to Section 6 of Article XX of the Colorado Constitution and governed by its elected City Council; and

WHEREAS, the City Council has authority to approve leases for uses of City property; and

WHEREAS, the Council wishes to approve a lease with Verizon Wireless for the placement of a cellular antenna facility on the Wheat Ridge Recreation Center building, subject to terms and conditions of said lease; and

WHEREAS, the Jefferson County Open Space Commission and the Jefferson County Board of County Commissioners have approved the subordination of the Jefferson County right of reverter based upon use of Open Space funds to initially acquire the Recreation Center property, thereby clearing the necessary precondition to approval of the lease.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WHEAT RIDGE, COLORADO:

Section 1. Lease approved. The lease between the City of Wheat Ridge and Verizon Wireless (VAW), LLC d/b/a Verizon Wireless, a memorandum of which is attached hereto as **Exhibit A**, is hereby approved, and the Mayor and City Clerk are authorized and directed to execute the same, in form approved by the City Attorney.

Section 2. Effective date. This Ordinance shall take effect upon adoption and signature by the Mayor, as permitted by Section 5.11 of the Charter.

INTRODUCED, READ, AND ADOPTED on first reading by a vote of ____ to ____ on this 26th day of June, 2017, 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 July 10, 2017 at 7:00 p.m., in the Council Chambers, 7500 West 29th Avenue, Wheat Ridge, Colorado.

READ, ADOPTED AND ORDERED PUBLISHED on second and final reading by a vote of ____ to ____, this ____ day of _____, 2017.

SIGNED by the Mayor on this _____ day of _____, 2017.

Joyce Jay, Mayor

ATTEST:

Janelle Shaver, City Clerk

Approved as to Form

Gerald E. Dahl, City Attorney

First Publication:
Second Publication:
Wheat Ridge Transcript
Effective Date:

Published:
Wheat Ridge Transcript and www.ci.wheatridge.co.us

EXHIBIT A

MEMORANDUM OF LEASE

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Sherman & Howard L.L.C.
633 17th Street, Suite 3000
Denver, Colorado 80202
Attn: Eileen Lynch
Re: DEN Liam/ 309715

(Space above this line for recorder's use)

MEMORANDUM OF LAND AND ROOFTOP LEASE AGREEMENT

This Memorandum of LAND AND ROOFTOP LEASE AGREEMENT is made as of the date of full execution, between the City of Wheat Ridge, Colorado, with its principal offices located at 7500 W. 29th Avenue, Wheat Ridge, Colorado 80033 hereinafter designated "Landlord" and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, with offices located at 180 Washington Valley Road, Bedminster, New Jersey 07921, hereinafter referred to as "Tenant." Landlord and Tenant are at times collectively referred to hereinafter as the "Parties" or individually as a "Party."

1. Landlord and Tenant entered into a Land and Rooftop Lease Agreement (the "Agreement") on _____, 20__ for an initial term of five (5) years, commencing on the Commencement Date (as defined below). The Agreement shall automatically be extended for 3 additional 5-year terms unless the Tenant or the Landlord terminate it pursuant to the terms of the Agreement.

2. Landlord leased to Tenant approximately 240 square feet of ground space (the "**Ground Space**") and approximately 1,325 square feet of rooftop space as shown on the site plan attached as Exhibit B (the "**Rooftop Space**") of the building (the "**Building**") located at 4005 Kipling Street, Wheat Ridge, Colorado 80033, the underlying real property of which is legally described in Exhibit "A" attached hereto and made a part hereof (the Building and such real property are hereinafter sometimes collectively referred to as the "**Property**"), for the installation, operation and maintenance of communications equipment, including Tenant's antennas; together with such additional space on the Building and on the roof of the Building as reasonably necessary for the installation, operation and maintenance of wires, cables, conduits and pipes (the "**Cabling Space**") running between and among the Ground Space and Rooftop Space and to all necessary electrical and telephone utility sources located on the Building; together with the non-exclusive right (the "**Access Rights**") of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day to access the Ground Space, Cabling Space, and Rooftop Space (subject to limited Building access discussed in the Agreement) for the purpose of installation, operation and maintenance of Tenant's communications facility. The Ground Space, Rooftop Space, Cabling Space and Access Rights are hereinafter collectively referred to as the "**Premises**" and are as shown on Exhibit "B" attached hereto and made a part hereof.

Attachment 2

3. The Commencement Date of the Agreement, of which this is a Memorandum, is based upon the date Tenant is granted a building permit by the governmental agency charged with issuing such permits, or the date of execution of the Agreement by the Parties, whichever is later.

4. If Landlord elects, during the initial term and all renewal terms of the Agreement, to grant to a third party by easement or other legal instrument an interest in and to the Premises, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of the Agreement to such third party, Tenant shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer.

5. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Landlord and Tenant.

Signatures on following page

IN WITNESS WHEREOF, LANDLORD and TENANT have caused this Memorandum to be duly executed on the date of full execution.

LANDLORD:

City of Wheat Ridge, Colorado

By: _____

Name: Joyce Jay

Title: Mayor

Date: _____

ATTEST: _____

Janelle Shaver, City Clerk [seal]

APPROVED AS TO FORM:

Gerald Dahl, City Attorney

TENANT:

Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless

By: _____

Name: _____

Title: _____

Date: _____

STATE OF COLORADO)
)
COUNTY OF _____)

ACKNOWLEDGEMENT

I, _____, a Notary Public for said County and State, do hereby certify that **Joyce Jay** personally came before me this day and acknowledged that she is the Mayor of **The City of Wheat Ridge**, and she, being authorized to do so, executed the foregoing MEMORANDUM OF LAND AND ROOFTOP LEASE AGREEMENT as her own act and deed on behalf of The City of Wheat Ridge.

WITNESS my hand and official Notarial Seal, this ____ day of _____, 20__.

Notary Public

My Commission Expires:

STATE OF _____)
)
COUNTY OF _____)

ACKNOWLEDGEMENT

I, _____, a Notary Public for said County and State, do hereby certify that _____ personally came before me this day and acknowledged that they are the _____ of **Verizon Wireless (VAW) LLC d/b/a Verizon Wireless**, and they, being authorized to do so, executed the foregoing MEMORANDUM OF LAND AND ROOFTOP LEASE AGREEMENT as their own act and deed on behalf of **Verizon Wireless (VAW) LLC d/b/a Verizon Wireless**.

WITNESS my hand and official Notarial Seal, this ____ day of _____, 20__.

Notary Public

My Commission Expires:

EXHIBIT "A"

DESCRIPTION OF PROPERTY

SITUATED IN THE COUNTY OF JEFFERSON, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

APN: 203666

PARCEL A:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 21, WHENCE THE SOUTHEAST CORNER THEREOF BEARS S00°04'58"E, A DISTANCE OF 1315.13 FEET; THENCE S89°24'00"W, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 21, A DISTANCE OF 40.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF KIPLING STREET; THENCE S00°04'58"E, ALONG THE SAID WEST RIGHT-OF-WAY OF KIPLING STREET, A DISTANCE OF 30.59 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY OF KIPLING STREET THE FOLLOWING THREE (3) COURSES:

S00°04'58"E, A DISTANCE OF 107.70 FEET;
S89°24'00"W, A DISTANCE OF 10.00 FEET;
S00°04'58"W, A DISTANCE OF 237.46 FEET;

THENCE DEPARTING SAID WEST RIGHT-OF-WAY OF KIPLING STREET, N90°00'00"W A DISTANCE OF 178.57 FEET; THENCE S03°33'38"E, A DISTANCE OF 196.43 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 29°00'21", A RADIUS OF 50.00 FEET, AND AN ARC LENGTH OF 25.31 FEET TO A POINT OF TANGENT; THENCE ALONG SAID TANGENT S32°33'59"E, A DISTANCE OF 132.81 FEET; THENCE S51°57'45"W, A DISTANCE OF 34.51 FEET; THENCE N32°33'59"W A DISTANCE OF 118.69 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 49°29'42", A RADIUS OF 32.00 FEET, AND AN ARC LENGTH OF 27.64 FEET; THENCE N00°00'00"E, A DISTANCE OF 126.23 FEET; THENCE N05°12'16"W, A DISTANCE OF 52.78 FEET; THENCE N03°33'38"W, A DISTANCE OF 59.79 FEET; THENCE N90°00'00"W, A DISTANCE OF 377.06 FEET; THENCE N00°00'00"E, A DISTANCE OF 124.22 FEET; THENCE S90°00'00"E, A DISTANCE OF 428.17 FEET; THENCE N00°00'00"E, A DISTANCE OF 219.29 FEET; THENCE N89°24'00"E, A DISTANCE OF 167.70 FEET TO THE POINT OF BEGINNING,
COUNTY OF JEFFERSON,
STATE OF COLORADO.

PARCEL B:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN. COUNTY OF JEFFERSON. STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 21, WHENCE THE SOUTHEAST CORNER THEREOF BEARS S00°04'58"E, A DISTANCE OF 1315.13 FEET; THENCE S89°24'00"W, ALONG THE NORTH OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 21, A

DISTANCE OF 40.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF KIPLING STREET; THENCE ALONG SAID WEST RIGHT-OF-WAY OF KIPLING STREET THE FOLLOWING THREE (3) COURSES

S00°04'58"E, A DISTANCE OF 138.29 FEET
S89°24'00"W, A DISTANCE OF 10.00 FEET
S00°04'58"E, A DISTANCE OF 237.46 FEET

THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE OF KIPLING STREET, N90°00'00"W, A DISTANCE OF 209.31 FEET TO THE POINT OF BEGINNING; THENCE S03°33'38"E, A DISTANCE OF 59.79 FEET; THENCE S05°12'16"E, A DISTANCE OF 52.78 FEET; THENCE S00°00'00"W, A DISTANCE OF 195.18 FEET; THENCE N90°00'00"W, A DISTANCE OF 385.56 FEET; THENCE N00°00'00"E, A DISTANCE OF 307.40 FEET; THENCE S90°00'00"E, A DISTANCE OF 377.06 FEET TO THE POINT OF BEGINNING,
COUNTY OF JEFFERSON,
STATE OF COLORADO.

APN: 203660

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 21, WHENCE THE SOUTHEAST CORNER THEREOF BEARS S.00°04'58"E., A DISTANCE OF 1315.13 FEET; THENCE S.89°24'00"W., ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 21, A DISTANCE OF 40.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF KIPLING STREET AND THE EASTERLY EXTENSION OF THE SOUTH BOUNDARY LINE OF GREEN VALLEY SUBDIVISION AS RECORDED IN BOOK 11 AT PAGE 34 IN THE JEFFERSON COUNTY RECORDS, ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING S.89°24'00"W., ALONG SAID EASTERLY EXTENSION AND SAID SOUTH BOUNDARY LINE, A DISTANCE OF 621.82 FEET TO THE NORTHEAST CORNER OF CAMBRIDGE PARK SUBDIVISION AS RECORDED IN BOOK 125 AT PAGES 39 THROUGH 41, IN JEFFERSON COUNTY RECORDS; THENCE S.00°08'23"E., ALONG THE EAST LINE OF SAID CAMBRIDGE PARK SUBDIVISION, A DISTANCE OF 1026.29 FEET TO A POINT ON THE BOUNDARY OF A PARCEL OF LAND RECORDED AT RECEPTION NO. 80076775 IN JEFFERSON COUNTY RECORDS; THENCE ALONG SAID BOUNDARY THE FOLLOWING TEN (10) COURSES:

1. N.58°51'37"E., A DISTANCE OF 32.00 FEET;
2. N.02°18'23"W., A DISTANCE OF 67.00 FEET;
3. N.47°41'37"E., A DISTANCE OF 47.00 FEET;
4. N.78°21'37"E., A DISTANCE OF 180.00 FEET;
5. N.50°11'37"E., A DISTANCE OF 53.00 FEET;
6. N.01°31'37"E., A DISTANCE OF 74.00 FEET;
7. N.73°43'23"W., A DISTANCE OF 31.00 FEET;
8. N.27°58'09"E., A DISTANCE OF 63.68 FEET;
9. N.63°43'27"E., A DISTANCE OF 57.06 FEET;
10. S.00°06'41"E., A DISTANCE OF 35.30 FEET TO THE SOUTHEAST CORNER OF BLEVINS SUBDIVISION AS RECORDED IN BOOK 29 AT PAGE 23; THENCE N.63°22'33"E., ALONG THE SOUTH LINE OF SAID SUBDIVISION, A DISTANCE OF 313.59 FEET TO THE WEST RIGHT-OF-WAY LINE OF KIPLING STREET; THENCE N.00°04'58"W., ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 259.62 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF WEST 40TH AVENUE; THENCE S.89°24'00"W., ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 280.75 FEET TO THE WEST LINE OF BLEVINS SUBDIVISION; THENCE N.00°06'41"W., ALONG SAID WEST LINE, A DISTANCE OF 50.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID WEST 40TH AVENUE;

THENCE N.89°24'00"E., ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 280.78 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID KIPLING STREET; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:

1. N.00°04'58"W., A DISTANCE OF 130.01 FEET;
2. N.89°24'00"E., A DISTANCE OF 10.00 FEET;
3. N.00°04'58"W., A DISTANCE OF 138.29 FEET TO THE POINT OF BEGINNING.

EXHIBIT “B”

PREMISES

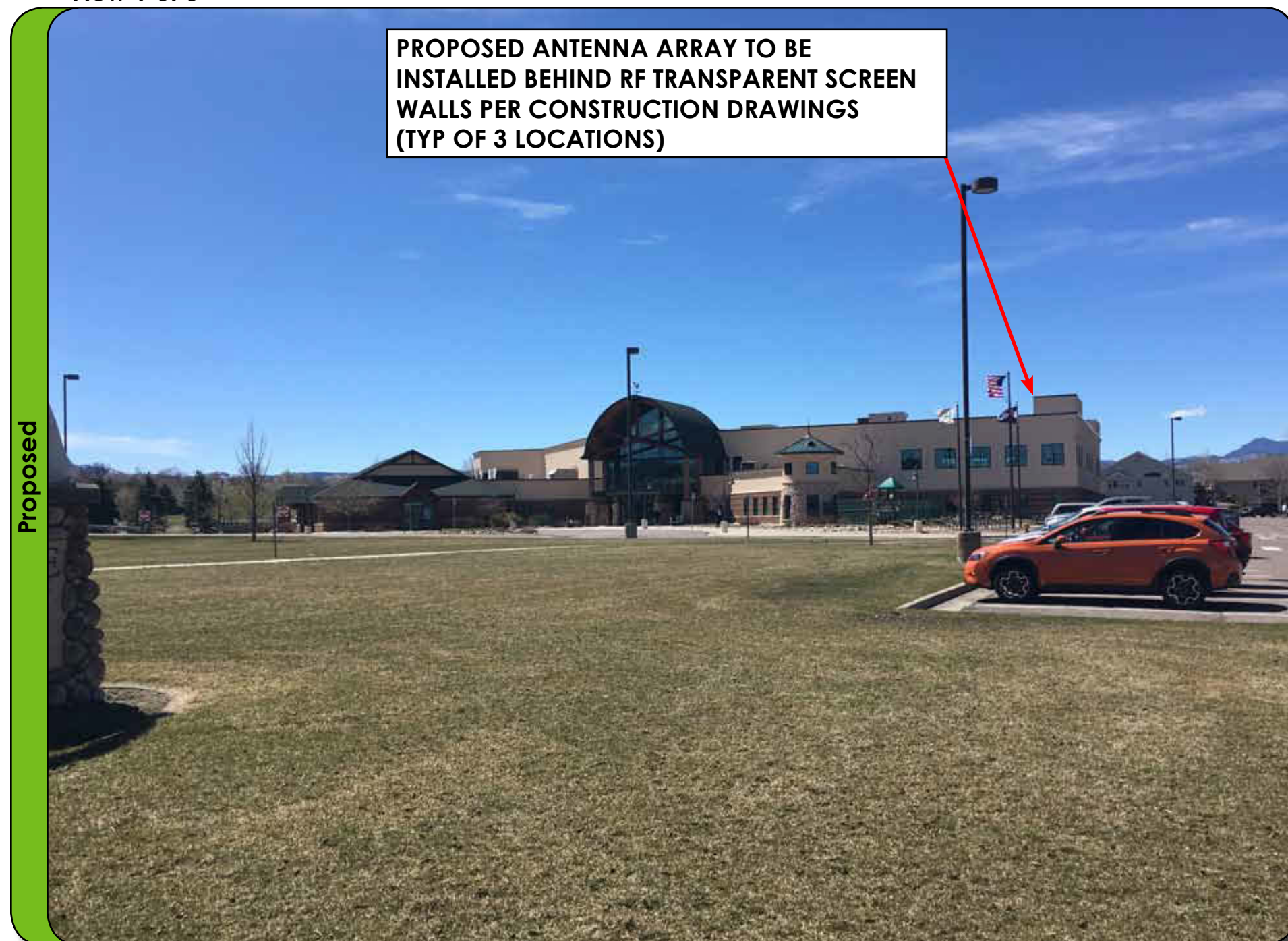
(Attached)

**DEN LIAM**

4005 Kipling Street
Wheat Ridge, CO 80033



View 1 of 3



April 12, 2016

Prepared by: ZLN



DEN LIAM

4005 Kipling Street
Wheat Ridge, CO 80033



View 2 of 3



April 12, 2016

Prepared by: ZLN



DEN LIAM

4005 Kipling Street
Wheat Ridge, CO 80033



View 3 of 3



April 12, 2016

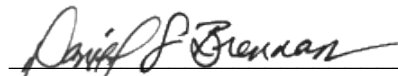
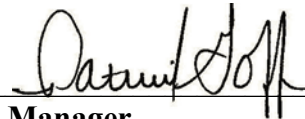
Prepared by: ZLN

REQUEST FOR CITY COUNCIL ACTION**TITLE: COUNCIL BILL NO. 14-2017 – AN ORDINANCE
AMENDING SECTIONS 16-81 AND 16-84 OF THE WHEAT
RIDGE CODE OF LAWS TO LEGALIZE GRAVITY KNIVES
AND SWITCHBLADES, CONSISTENT WITH STATE LAW**

- ☐ PUBLIC HEARING
☐ BIDS/MOTIONS
☐ RESOLUTIONS

- ☒ ORDINANCES FOR 1ST READING (06/26/2017)
☐ ORDINANCES FOR 2ND READING (07/10/2017)

QUASI-JUDICIAL:

☐ YES☒ NO**Chief of Police****City Manager****ISSUE:**

Through the adoption of Senate Bill 17-008 during the last legislative session, the Colorado Legislature amended state statutes to remove gravity knives and switchblades from the list of weapons that it is unlawful to possess under state law. This amendment goes into effect on August 9, 2017. The Wheat Ridge Police Department recommends amending sections 16-81 and 16-84 of the Wheat Ridge Code of Laws to legalize gravity knives and switchblades, to be consistent with state law.

PRIOR ACTION:

There is no prior action by Council regarding this issue.

FINANCIAL IMPACT:

There is no direct financial impact to the City for this ordinance change.

BACKGROUND:

On March 23, 2017, the Colorado Legislature, through Senate Bill 17-008, amended Colorado Revised Statutes 18-12-101 to remove the definitions of “gravity knife” and “switchblade,” and amended 18-12-102 to remove them as illegal weapons.

Colorado law first prohibited possession of mechanical knives in 1951. This prohibition remained in place until a new law was enacted in 1971. Under the 1971 law, gravity knives and switchblade knives were included in the definition of “illegal weapon,” and possession of an illegal weapon was classified as a class 1 misdemeanor. In 1979, the law was amended to include a definition of “dangerous weapons” and create an analogous prohibition on possessing a dangerous weapon, a class 5 felony. Gravity knives and switchblade knives have continued to be classified as “illegal weapons.”

A gravity knife means any knife where the blade is released from the handle or sheath by the force of gravity or the application of centrifugal force, and which blade, upon release, becomes locked in place by means of a button, spring, plate, level or other device. A switchblade knife means any knife where the blade opens automatically by manual pressure applied to a button, spring or other device in its handle.

By state law and city ordinance, any knife or blade over three and one-half inches in length may not be carried concealed. This does not include a knife or hatchet of the type customarily used in hunting, fishing or camping when such is being carried for sporting use; and does not include any instruments being used in pursuance of a lawful home use, trade, occupation, profession, or other uses that are lawful under federal or state statutes; and does not include items of display or a collector's items in any home or place of business.

RECOMMENDATIONS:

Staff recommends amending sections 16-81 and 16-84 of the Wheat Ridge Code of Laws to legalize gravity knives and switchblades, to be consistent with state law.

RECOMMENDED MOTION:

“I move to approve Council Bill 14-2017, an ordinance to amend sections 16-81 and 16-84 of the Wheat Ridge Code of Laws to legalize gravity knives and switchblades, consistent with state law, on first reading, order it published, public hearing set for Monday, July 10, at 7 p.m. in the City Council Chambers, and that it takes effect 15 days after final publication.”

Or,

“I move to postpone indefinitely Council Bill 14-2017, an ordinance to amend sections 16-81 and 16-84 of the Wheat Ridge Code of Laws to legalize gravity knives and switchblades, consistent with state law for the following reason(s)

.”

REPORT PREPARED/REVIEWED BY:

Daniel Brennan, Chief of Police

Patrick Goff, City Manager

ATTACHMENTS:

1. Council Bill 14-2017
2. Senate Bill 17-008

CITY OF WHEAT RIDGE, COLORADO
INTRODUCED BY COUNCIL MEMBER _____
Council Bill No. 14
Ordinance No. _____
Series of 2017

TITLE: AN ORDINANCE AMENDING SECTIONS 16-81 AND 16-84 OF THE WHEAT RIDGE CODE OF LAWS TO LEGALIZE GRAVITY KNIVES AND SWITCHBLADES, CONSISTENT WITH STATE LAW

WHEREAS, the City of Wheat Ridge, Colorado (the “City”), is a Colorado home rule municipality, duly organized and existing pursuant to Section 6 of Article XX of the Colorado Constitution; and

WHEREAS, pursuant to its home rule authority and C.R.S. § 31-15-401, the City, acting through its City Council (the “Council”), is authorized to adopt rules and regulations prohibiting certain conduct and defining general offenses that harm or pose a threat to the public health, safety or welfare; and

WHEREAS, pursuant to such authority, the Council has previously defined and adopted certain general offenses, codified as Chapter 16 of the Wheat Ridge Code of Laws (“Code”), including a prohibition of carrying, concealing and using illegal weapons, generally consistent with a parallel state statute; and

WHEREAS, through the adoption of Senate Bill 17-008 during the last legislative session, the Colorado Legislature amended the parallel state statute to remove gravity knives and switchblades from the list of weapons that it is unlawful to possess under state law; and

WHEREAS, the Wheat Ridge Police Department has recommended that certain provisions of the Code be amended to achieve the same result under local law, in the interests of consistency and uniform enforcement; and

WHEREAS, the Council therefore finds that it is desirable and appropriate to amend the Code to eliminate the inclusion of gravity knives and switchblades in the list of illegal weapons, to be consistent with state law.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WHEAT RIDGE, COLORADO:

Section 1. Section 16-81 of the Wheat Ridge Code of Laws, concerning definitions relevant to weapons offenses, is hereby amended as follows:

Sec. 16-81. - Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Blackjack means any billy, sandclub, sandbag, sap or other hand-operated striking weapon consisting, at the striking end, of an encased piece of lead or other heavy substance and, at the handle end, a strap or springy shaft which increases the force of

impact; or any device or article consisting of two (2) or more separate portions, linked together by a chain, strap or other fastener, which configuration is designed to increase the striking force or impact of the device or article.

Concealment means the deliberate hiding of a weapon upon or near the person with the intent to avoid the lawful detection thereof. It shall be evidence of concealment that the weapon is hidden so as to make it immediately available for use in the fashion in which the weapon is designed to be used.

Crossbow means any device resembling a rifle or handgun in configuration, having a bow or similar device mounted perpendicularly to a stock, grip or frame, and usually equipped with a winch or similar device which draws back the bowstring and cocks the weapon and which fires an arrow, bolt, quarrel, stone or similar shaft from a groove or depression in the stock, grip or frame by the manipulation of a trigger or similar mechanism.

Firearm means any pistol, revolver, self-loading pistol, rifle, shotgun or any other device designed to shoot, project, throw or hurl a projectile or projectiles by means of the explosion of gunpowder or other explosive substance.

~~*Gravity knife* means any knife the blade of which is released from the handle or sheath thereof by the force of gravity or the application of centrifugal force and which blade, upon release, becomes locked in place by means of a button, spring, plate, level or other device.~~

Knife means any dagger, knife, bayonet, straightrazor, dirk, machete, stiletto, sword or swordcane with a blade over three and one-half (3½) inches in length, or any other dangerous instrument designed to inflict cutting, stabbing or tearing wounds; but, as used in this section, does not include a knife or hatchet of the type customarily used in hunting, fishing or camping when such is being carried for sporting use; and does not include any instruments being used in pursuance of a lawful home use, trade, occupation or profession or otherwise being lawful under federal or state statutes, or being used as an item of display or a collector's item in any home or place of business.

~~*Switchblade knife* means any knife, the blade of which opens automatically by manual pressure applied to a button, spring or other device in its handle.~~

Section 2. Section 16-84 of the Wheat Ridge Code of Laws, concerning illegal weapons, is hereby amended as follows:

Sec. 16-84. - Carrying, etc., illegal weapons.

- (a) It is unlawful for any person to knowingly carry, conceal or cause to be concealed in any vehicle or to use any blackjack, ~~gravity knife~~, multifixed bladed stellate throwing knife, ~~switchblade knife~~ or brass or metallic knuckles.
- (b) Nothing in this section shall apply to peace officers or to members of the Armed Forces of the United States or the Colorado National Guard acting in the lawful discharge of their duties.

Section 3. Safety Clause. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Wheat Ridge, that it is promulgated for the health, safety, and welfare of the public and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 4. Severability; Conflicting Ordinances Repealed. If any section, subsection or clause of this Ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected thereby. All other ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 5. Effective Date. This Ordinance shall take effect fifteen (15) days after final publication, as provided by Section 5.11 of the Charter.

INTRODUCED, READ, AND ADOPTED on first reading by a vote of _____ to _____ on this 26 day of June, 2017, 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 July 10, 2017, at 7:00 o'clock p.m., in the Council Chambers, 7500 West 29th Avenue, Wheat Ridge, Colorado.

READ, ADOPTED AND ORDERED PUBLISHED on second and final reading by a vote of _____ to _____, this _____ day of _____, 2017.

SIGNED by the Mayor on this _____ day of _____, 2017.

Joyce Jay, Mayor

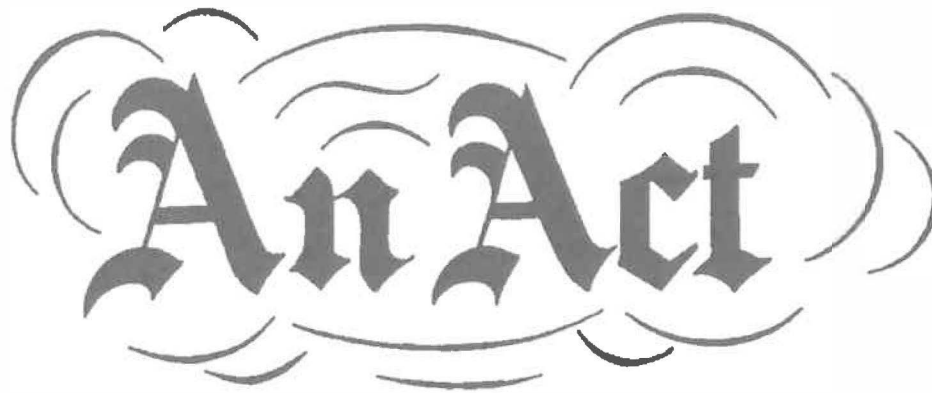
ATTEST:

Janelle Shaver, City Clerk

Approved As To Form

Gerald E. Dahl, City Attorney

First Publication:
Second Publication:
Wheat Ridge Transcript
Effective Date:



SENATE BILL 17-008

BY SENATOR(S) Hill, Baumgardner, Cooke, Crowder, Holbert, Lambert, Lundberg, Marble, Neville T., Priola, Scott, Sonnenberg;
also REPRESENTATIVE(S) Lebsock, Becker J., Garnett, Humphrey, Lewis, Liston, Lundeen, McKean, Neville P., Singer, Van Winkle, Williams D., Wist, Duran.

CONCERNING LEGALIZING CERTAIN KNIVES.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. In Colorado Revised Statutes, 18-12-101, amend (1) introductory portion; and repeal (1)(e) and (1)(j) as follows:

18-12-101. Definitions - peace officer affirmative defense. (1) As used in this ~~article~~ ARTICLE 12, unless the context otherwise requires:

(e) ~~"Gravity knife" means any knife that has a blade released from the handle or sheath thereof by the force of gravity or the application of centrifugal force.~~

(j) ~~"Switchblade knife" means any knife, the blade of which opens automatically by hand pressure applied to a button, spring, or other device in its handle.~~

Capital letters indicate new material added to existing statutes; dashes through words indicate deletions from existing statutes and such material not part of act.

SECTION 2. In Colorado Revised Statutes, 18-12-102, **amend** (2) as follows:

18-12-102. Possessing a dangerous or illegal weapon - affirmative defense. (2) As used in this section, the term "illegal weapon" means a blackjack, gas gun, OR metallic knuckles. ~~gravity knife, or switchblade knife.~~

SECTION 3. Act subject to petition - effective date. This act takes effect at 12:01 a.m. on the day following the expiration of the ninety-day period after final adjournment of the general assembly (August 9, 2017, if adjournment sine die is on May 10, 2017); except that, if a referendum petition is filed pursuant to section 1 (3) of article V of the state constitution against this act or an item, section, or part of this act within such period, then the act, item, section, or part will not take effect unless approved by the people at the general election to be held in November 2018

and, in such case, will take effect on the date of the official declaration of the vote thereon by the governor.



Kevin J. Grantham
PRESIDENT OF
THE SENATE



Crisanta Duran
SPEAKER OF THE HOUSE
OF REPRESENTATIVES



Effie Ameen
SECRETARY OF
THE SENATE



Marilyn Eddins
CHIEF CLERK OF THE HOUSE
OF REPRESENTATIVES

APPROVED 3:12 PM 3/23/17



John W. Hickenlooper
GOVERNOR OF THE STATE OF COLORADO