

AGENDA

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

September 25, 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 Minutes of August 28, 2017 and September 11, 2017 and Special Study Notes of August 28, 2017 and September 11, 2017

PROCLAMATIONS AND CEREMONIES

Presentation of Police Department CALEA Award

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

DECISIONS, RESOLUTIONS AND MOTIONS

1. Resolution 34-2017 – concerning the proposed Redevelopment at the southeast corner of 44th Avenue and Jellison Street authorizing a Cooperation Agreement pertaining to the collection of Tax Increment Financing (TIF)

DECISIONS, RESOLUTIONS AND MOTIONS con't

2. Resolution 36-2017 – approving an Employee Screening Agreement with the Jefferson County Communications Center Authority
3. Reconsideration of the Mayoral Appointment of Kevin Hood to the vacant District IV seat of the Wheat Ridge Urban Renewal Authority dba Renewal Wheat Ridge, term to expire November 30, 2021

CITY MANAGER'S MATTERS

CITY ATTORNEY'S MATTERS

ELECTED OFFICIALS' MATTERS

ADJOURN to Executive Session

1. Conference with the City Attorney and appropriate staff under Charter Section 5.7 (b)(1) and Section 24-6-402(4)(b), C.R.S., specifically for legal advice concerning current litigation

CITY COUNCIL MINUTES

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

August 28, 2017

Mayor Jay called the Regular City Council Meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

ROLL CALL OF MEMBERS

| | | | |
|----------------|---------------|---------------|-------------|
| Monica Duran | Janece Hoppe | Zachary Urban | George Pond |
| Tim Fitzgerald | Larry Mathews | | |

Members Absent: Kristi Davis (excused), Genevieve Wooden (excused)

Also present: City Clerk, Janelle Shaver; City Manager Patrick Goff, City Attorney, Jerry Dahl; Administrative Services Director, Heather Geyer; Purchasing and Contracting Division, Jennifer Nellis; and interested citizens.

APPROVAL OF Council Minutes of July 24, 2017 and August 14, 2017 and Study Session Notes of August 7, 2017

There being no objections, the minutes of July 24, and August 14, 2017 and Study Session notes of August 7, 2017 were approved as published.

PROCLAMATIONS AND CEREMONIES

CITIZENS RIGHT TO SPEAK

Dorothy Archer (WR) asked Council once again to put on a study session agenda the discussion about the 35ft flat roof houses that still exist in all residential zones except R1-C and R-2. It is of great concern to many people. She would like to see this addressed before the election.

Coral Tolman (Westminster) is in 4H; she does shooting, public speaking, and sewing. She thanked Councilmember Urban for purchasing her grand champion turkey at the recent Jefferson County Fair. She thanked everyone for their support and encouragement; she appreciates what Council does.

Joe DeMott (WR) thanked the City for its support for the Carnation Festival. It gets better every year. He gave special thanks to the Parks and Public Works Departments, and incredible thanks to the Police Department. He also publicly thanked the sponsors, vendors and volunteers. He offered personal thanks to the Festival Board members: Ruth Baronowski and Leah Dozeman (for running the parade), Walt Pettit, Dave Pettit

and Mike Papantonakis from the Rotary, Ron Benson and Gail Schrag from the Optimists, Juanita Gutierrez from the Wheat Ridge Art League, and the City staff members who help on the board too. ~ He announced the WRBD has added the Façade Plus program to their revitalization incentive program. It will match up to \$35K for large facade improvement projects. The WRBD is having an open house on September 7 at Infinitus Pie 5807 W. 38th Ave (Fenton) from 4-6pm. All are invited to come meet the WRBD board members and find out about the grant programs. ~ He reminded folks to come to Ridgefest September 9th on 38th Ave at Stevens Elementary. More food, music, and fun.

APPROVAL OF AGENDA

Councilmember Urban asked that Item 3 be addressed before Item 2. If Item 2 passes, a discussion and vote on Item 3 would be moot.

PUBLIC HEARINGS AND ORDINANCES ON SECOND READING

1. Council Bill 17-2017 – An Ordinance amending Section 5-41 of the Wheat Ridge Code of Laws concerning Building Permit Fees

Staff and the City Treasurer propose amending the current language in Section 5-41 of the Building Code so as to provide clarification on the definition of project valuation and total cost. This will supply greater clarity for the business community. These amendments are common practice among other cities.

Councilmember Hoppe introduced Council Bill 17-2017.

City Clerk Shaver assigned Ordinance 1628.

Mayor Jay opened the public hearing.

Staff Presentation none

Public Comment none

Council questions

Councilmember Urban clarified that this ordinance will not cause roofing and related fees to go up. Ms. Geyer concurred.

Mayor Jay closed the public hearing.

Motion by Councilmember Hoppe to approve Council Bill 17-2017, an ordinance amending Section 5-41 of the Wheat Ridge Code of Laws concerning building permit fees on second reading, and that it takes effect 15 days after final publication; seconded by Councilmember Duran; carried 6-0 .

DECISIONS, RESOLUTIONS AND MOTIONS

3. Motion to approve payment to Insight Public Sector in the amount of \$76,958.42 for the Annual Renewal of the Microsoft Enterprise Agreement

This is a scheduled and budgeted replacement of obsolete Microsoft software licenses at all sites and the support and maintenance that is inherent with upgrades or new software. The annual renewal of licensing and support will cost \$76,958.42.

Councilmember Duran introduced Item 3.

Staff presentation - none

Citizen comment – none

Council Questions

Councilmember Mathews suggested \$76K seems a lot for updates. Ms. Geyer said this is not just for updates; this is our regular licensing agreement citywide. It includes desktops, surface tablets, and our server equipment. Ms. Nellis added that this agreement was negotiated through Nasbo, a national purchasing cooperative that negotiates contracts for cities and states nationwide.

Councilmember Urban asked what the procurement process was to contract with Insight. Ms. Nellis noted this is a five-year agreement that came from a formal process four years ago. In 2018 we would look at having a formal process again or revert to the Nasbo agreement to see what state their negotiations are in. We will look at both.

Councilmember Mathews ask how many city employees are there? 231.875 FTE, plus a few hundred part time. Why do we need 350 sets of Microsoft office? Where are the other 100? The licenses include all mobile equipment, surface tablets, desktops, server units, and training laptops.

Councilmember Urban asked what the benefit is for paying with a credit card (as stated in the memo). Ms. Nellis doesn't expect this would be paid for by credit card, but Accounts Payable would decide that – and they are the only ones with a card capable of handling that level of purchase. I.T. is capped at a much lower level.

Councilmember Urban made the point that if Item 2 passes this is the last time Council will get to review a purchase of this amount.

Motion by Councilmember Duran to approve payment to Insight Public Sector in the amount of \$76,958.42 for the annual renewal of the Microsoft Enterprise Agreement; seconded by Councilmember Fitzgerald; carried 6-0.

2. Resolution 30-2017 – A Resolution adopting a revised City Purchasing Policy and rescinding all prior Resolutions in conflict therewith

Councilmember Pond introduced Item 2.

Staff presentation ~ Jennifer Nellis

Three amendments to the City purchasing policy are recommended for Council approval:

1. Increase the purchasing card single transaction limit from \$3,000 to \$5,000
2. Revise the purchasing signature approval levels to the following:
 - a. Department Designee: Up to \$5,000
 - b. Department Director: Over \$5,000 up to \$25,000
 - c. City Manager: Over \$25,000 up to \$100,000
 - d. City Council: Over \$100,000
3. Revise the purchasing acquisition limits for goods as follows:
 - a. Combine goods and services purchasing types to simplify purchasing processes for staff city-wide
 - i. Allow discretionary purchases up to \$5,000
 - ii. Informal quotes (written) between \$5,000 up to \$25,000
 - iii. Formal bids and proposals over \$25,000
 - b. Establish a new category for professional services, awards based on qualifications per the Brooks Act, and defined as professional services provided by architects, engineers, landscape architects, surveyors and land surveyors
 - i. Discretionary selection among on-call consultants for tasks up to \$25,000
 - ii. Informal quotes or Request for Proposals (RFP's) among on-call consultants for tasks over \$25,000 up to \$50,000
 - iii. New formal Request for Qualifications (RFQ's) aka Statement of Qualifications (SOQ's) for consultant selection over \$50,000
 - c. Specific to CIP and construction
 - i. Allowing informal quotes for purchases over \$25,000 up to \$100,000
 - ii. Formal solicitations for anything \$100,000

Council questions followed.

- Councilmember Mathews had several questions about the p-card process.
 - As many as 175 employees have a card able to purchase \$3,000 - \$5,000.
 - Eliminating redundancy refers more to saving time.
 - Increased accountability is about the realignment of accountability – from Council to staff.
 - The watchdogs are Ms. Geyer, Ms. Nellis, the City Manager and the City Treasurer. The Mayor also signs off on all contracts.
- Councilmember Fitzgerald asked about accountability and oversight. Ms. Geyer explained how purchase orders are carried out. Reviews are done by the directors, then the City Manager, then Jen and Cindi in purchasing. Payments have another

set of checks and balances. If there is missing information it gets kicked back. Multiple reviews will continue. Mr. Goff noted that currently any purchase order over \$15K come to his desk for signature.

- Councilmember Urban had several questions:
 - How often staff uses a p-card for purchases in the range near \$3K? No number was available. If the p-card doesn't have the limit, an invoice is needed.
 - Is there any upper limit for a year time period per card? Ms. Nellis said they audit the p-card process and understand always purchasing from one vendor is a concern. The limit is defined "for the same item". There are reports through the Commerce Bank Control Pay system and the ADG Accounting System.
 - Is there an ability to track multiple payments to one vendor? Ms. Geyer said there are a number of tracking processes. She can't recall that happening -- maybe repeated purchases from Sam's Club by different departments.
 - Ms. Geyer explained all the eyes that review purchases -- supervisors, accounting, the Treasurer. The annual auditors also spot check purchasing for irregularities.
 - Which resolutions are being repealed? Mr. Dahl noted that this resolution will wipe out any past resolutions related to purchasing limits. Ms. Geyer added that this format is the same as the 2011 resolution which deals with purchasing limits. The most recent prior resolution will be rescinded; Mr. Dahl can add that to paragraph 5.
 - Councilmember Urban asked that Resolution 46-2011 be specifically rescinded.
- Councilmember Mathews restated his question from the prior study session as to why some of these limits are going up 400-500% -- what is the justification? Mr. Goff said the limits are tied to best practices -- not inflation. We want to be consistent in our market with what other cities do.
- Councilmember Pond received confirmation that this applies only to expenditures approved in the budget.

Motion by Councilmember Pond to approve Resolution No. 30-2017 -- a resolution adopting a revised City Purchasing Policy and rescinding Resolution No. 46-2011 therewith; seconded by Councilmember Hoppe.

Councilmember Mathews expressed concerns about eliminating the practice of bringing purchases to Council for approval. It helps all councilmembers stay in touch with how money is being spent.

Councilmember Pond believes these things are discussed when the budget is passed. He supports the idea of discussion, but not just to push more paperwork. He is sensitive to hearing people's concerns.

Councilmember Duran understands time concerns and efficiency, but she wants to see things and wants transparency. She believes that is Council's job.

Councilmember Urban believes the roll of Council is to be the last oversight. These things are important to citizens.

Motion by Councilmember Urban to amend paragraph 3c (city manager over \$25K up to \$35K) and paragraph 3b (City Council over \$35K); seconded by Councilmember Mathews.

Councilmember Hoppe said she supports discussion but thinks it's important to lessen the paperwork for staff. She would prefer a limit for the City Manager up to \$75K.

Mr. Urban's motion to amend tied 3-3, with Councilmembers Hoppe, Pond and Fitzgerald voting no. The mayor voted no and the motion failed 3-4.

Councilmember Urban said he would prefer our signature levels to be at or below entities such as Arvada, Ft. Collins and Jefferson County. \$75K will put us higher than the City of Arvada and Westminster Fire, and on par with Larimer County. We don't have such large budgets.

Motion by Councilmember Hoppe to amend Paragraphs 3c and 3d by changing the limit for Council approval to "over \$75K"; seconded by Councilmember Pond; carried 5-1 with Councilmember Mathews voting no.

The main notion as amended carried 4-2, with Councilmembers Mathews and Urban voting no.

CITY MANAGER'S MATTERS

Mr. Goff announced a number of important dates:

- Sept 4 – No Council meetings due to Labor Day holiday
- Sept 6 - Crime Forum, Rec Center, 6-7pm; update from the Chief on crime trends
- Sept 11 - Environmental Sustainability Committee's first report to Council
- Oct 18 - Groundbreaking for Wheat Ridge Corners (38th & Wadsworth)
- Oct 19 - Ribbon cutting for the Fruitdale School apartments

CITY ATTORNEY'S MATTERS

none

ELECTED OFFICIALS' MATTERS

Janelle Shaver noted today was the deadline to file petitions to run for office. If candidates don't hear from her, they can assume their petition is sufficient. She will let candidates know by tomorrow morning if their petition needs curing. ~ She will be attending the Colorado Public Plan Coalition conference from Wednesday to Friday. ~ The lot drawing to determine ballot position will be held next Tuesday, September 5. Candidate orientation and campaign finance will be included. ~ She offered her thoughts and prayers to the hurricane victims in Texas. ~ She posed to Council the

possibility of sending a letter to the Liquor Enforcement Division Council and the Attorney General's Office regarding potential rule changes that would affect liquor licenses for community groups. There was some discussion. There was agreement to discuss this in detail before a letter is sent.

Monica Duran asked when the Sustainability Committee report would be. September 11 in a short study session after the Council meeting. ~ She asked if a bulk plane discussion is on a future study session agenda. Mr. Goff said it's on the list, but not on a specific agenda. He and Mr. Pond have discussed having this discussion along with other issues such as ADU's, rental properties, code enforcement, extended stay lodging, and short term rentals. Mr. Pond said he hesitates to have this discussion in isolation, but will look at scheduling it -- definitely this year. Mr. Goff didn't know if it would be before the election. Ms. Duran wants to make sure we don't forget about it -- noting this is important and can be discussed separately from Air B&B. Citizens have requested this separate discussion for several months; Council discussed it last year; she doesn't want this put off repeatedly because no one wants to deal with it before an election; she'd like to hear from citizens before the election. Mr. Pond will look at scheduling it.

Janece Hoppe restated Joe DeMott's invitation for folks to come to the WRBD open house at I-Pie, 5807 W, 38th Ave, on September 7 from 4-6pm. If anyone knows any commercial property that wants help with a façade project, let them know. ~ She also announced the school superintendent has announced there will be no recommendation for any school closures until the 2019-2020 school year.

Zachary Urban encouraged people to attend the crime and safety meeting on Sept 6 at the Rec Center. ~ He noted that Aug 31 is Overdose Awareness Day to focus on the opioid addiction crisis. ~ On Sept 4, for his birthday, he has donated a lamb to the Lutheran Medical Center Foundation. It will be served all day at Colorado Plus, with all proceeds going to the Foundation. ~ He asked if there was any outcome on the drag racing event Aug 18-19. Mr. Goff had no update, but he will email Council tomorrow. Police are attempting to find the organizers. ~ Mr. Urban thanked the first responders from Colorado who are going to Texas to help. He has extended family in southern Texas and send them all his prayers.

George Pond thanked Councilmember Fitzgerald and the folks from District 3 who came out to talk about their questions last Saturday. They had a good discussion.

Tim Fitzgerald noted the Fruitdale Loft floor plans are available at hartmanelyinvestments.com/fruitdale. It is too early to make reservations, but you can take a look. Mr. Goff will make sure it's on the City's website.

Larry Mathews thanked staff and reassured them he has no personal feelings that something amiss is going on in purchasing and accounting. He is just looking at procedure and his questions are not aspersions.

Monica Duran reported that on the Hartman Ely website people can sign up to be on the waiting list.

Zachary Urban distributed to Council the Treasurer's August 21 bi-weekly report for the hail storm.

YTD there have been 5,035 permits submitted.

YTD 7,084 inspections performed -- compared to 1,029 in 2016


Total cost for contract labor --\$304,757

Revenue from processed permits -- YTD - \$2,088,098; Since the storm - \$2,065,641

Joyce Jay announced that Margie Seyfer will be giving up her position as chairman of the kite festival; it was rained out the last 2 years. A lot of work was put in and she will be hard to replace. ~ She also hopes people are thinking about sending a donation to the Red Cross for the Houston crisis.

ADJOURN TO SPECIAL STUDY SESSION

The City Council Meeting adjourned at 8:26pm.


Janelle Shaver, City Clerk

APPROVED BY CITY COUNCIL ON September 25, 2017

George Pond, Mayor pro tem

The preceding Minutes were prepared according to §47 of Robert's Rules of Order, i.e. they contain a record of what was *done* at the meeting, not what was *said* by the members. Recordings and DVD's of the meetings are available for listening or viewing in the City Clerk's Office, as well as copies of Ordinances and Resolutions.

CITY COUNCIL MINUTES

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

September 11, 2017

Mayor Jay called the Regular City Council Meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

ROLL CALL OF MEMBERS

| | | |
|----------------|------------------|---------------|
| Monica Duran | Zachary Urban | Janeece Hoppe |
| Tim Fitzgerald | Genevieve Wooden | |

Members Absent: Kristi Davis (excused), George Pond (excused), Larry Mathews (excused)

Also present: City Clerk, Janelle Shaver; City Attorney, Gerald Dahl; City Manager, Patrick Goff; Police Chief, Daniel Brennan; Community Development Director, Ken Johnstone; Public Works Director, Scott Brink; other staff, guests and interested citizens.

APPROVAL OF Council Study Notes of August 21, 2017

There being no objections, the minutes of August 21, 2017 were approved as published.

PROCLAMATIONS AND CEREMONIES

CITIZENS RIGHT TO SPEAK

Dorothy Archer (WR) repeated her concern about 35 ft flat roofed houses that are allowed in residential zones – excluding R1-C and R-3. She understands Mr. Pond sets the dates for the study session items. She and many others believe this is a matter of great concern. All Wheat Ridge homeowners should be aware of this issue. She recalled the great citizen response when the City had an article on ADU's in the Gazette. This is just as important, if not more so. She suspects 80% of WR home owners have no idea about this 35 ft allowance with a building built five feet from their property line with bulk plane incorporation. She would like to see a model of the changes awarded to R1-C and R-3 zones made available to citizens. Setting this for a study session and letting homeowners know the contents is vitally important to those who desire to keep our sought-after community that offers affordable housing and gracious, friendly neighborhoods. Please consider this.

APPROVAL OF AGENDA

1. CONSENT AGENDA

- a) Resolution 33-2017 – A resolution approving the second amended and restated Intergovernmental Agreement between the Juvenile Assessment Center and the City of Wheat Ridge to provide screening, assessment and services to juveniles

Since 2000 the Wheat Ridge Police Department has been operating under an Intergovernmental Agreement (IGA) with the Juvenile Assessment Center (JAC) to provide screening, assessment, and services to juveniles in the criminal justice system, and to provide services to juvenile runaways and other at-risk youth. Partners in the IGA include the District Attorney's Office, the Sheriff's Office, the cities of Golden, Lakewood, Arvada, Edgewater, and Westminster, R-1 Schools, and Jefferson County Human Services. The proposed new IGA includes the Jefferson Center for Mental Health. No changes to the funding formula are proposed.

Councilmember Fitzgerald introduced the Consent agenda.

Motion by Councilmember Fitzgerald to approve Resolution No. 33-2017, a resolution approving a second amended and restated intergovernmental agreement between the Juvenile Assessment Center and the City of Wheat Ridge to provide screening, assessment and services to juveniles; seconded by Councilmember Wooden.

Councilmember Urban noted the agreement goes to July 31, 2049 and asked Mr. Dahl why it goes so far into the future. No staff members could tell why. Mr. Dahl agreed there is no multi-year fiscal obligation and noted the termination provision.

Motion carried 5-0.

PUBLIC HEARINGS AND ORDINANCES ON SECOND READING

2. Council Bill 16-2017 – An Ordinance approving the rezoning of property located at 6025 West 40th Avenue from Commercial-One (C-1) to Residential-One C (R-1C) (Case No. WZ-17-05/Shadow Homes)

The purpose of the rezoning is to bring the property into compliance as a residence. It will also allow staff review and approval for a subdivision and construction of a second home.

Councilmember Urban introduced Council Bill 16-2017.

Clerk Shaver assigned Ordinance 1629.

Mayor Jay opened the public hearing and swore in the speakers.

Staff presentation

Zach Wallace Mendez, City Planner, entered into the record the case file, the zoning ordinance, the comprehensive plan and contents of the digital presentation. He testified that all posting requirements had been met. Additional testimony included:

- The property is on the north side of 40th Avenue just west of Harlan Street. It currently has a single family house, a detached garage and a shed.
- It is currently zoned commercial, but it surrounded by residential properties.
- Adjacent residential properties are zoned R-3, R-2, R-1C and C-1 (commercial) as indicated on the Zoning Map.
- The area has some other properties where the actual land use doesn't match the underlying zoning.
- The proposed R1-C is consistent with the Comprehensive Plan.
- A neighborhood meeting was held in May. Six neighbors attended and were mostly curious about what was happening. Upon finding out the maximum would be two houses, fears were assuaged and neighbors were generally supportive.
- No utility agencies have concerns about the ability to serve the property.
- Planning Commission and staff both recommend approval.

Council questions

Applicant Katie Sorrenson (Golden) introduced herself and was available for questions from Council. There were none.

Public comment

Larry Meyer (WR), an immediate neighbor of the subject property, thinks putting a house in the back of the lot is not wise; it is too crowded. He noted the property is not kept up well.

Mayor Jay closed the public hearing.

Mr. Dahl advised the Mayor that a rezoning requires a positive vote of a majority of the entire Council i.e. 5 votes.

Motion by Councilmember Urban to approve Council Bill 16-2017, an ordinance approving the rezoning of property located at 6025 West 40th Avenue from Commercial-One (C-1) to Residential-One C (R-1C) on second reading and that it take effect fifteen days after final publication for the following reasons:

1. The proposed zone change will promote the public health, safety, or welfare of the community and does not result in an adverse effect on the surrounding area.
2. Utility infrastructure adequately services the property.
3. The proposed zone change is consistent with the goals and objectives of the City's Comprehensive Plan and consistent with the character of the surrounding area.
4. The zone change will provide additional opportunity for reinvestment in the area.
5. The criteria use to evaluate a zone change support he request.

seconded by Councilmember Fitzgerald.

Councilmember Urban had several questions related to the neighbors' issue of crowding.

- Mr. Mendez testified if the lot was subdivided it would meet the minimum lot requirements for R-1C, and if they subdivided down the middle of the property it would meet the minimum for side yard requirements.

- Nothing in the rezoning applies to subdivision.
- A two-lot subdivision would only require administrative review.
- What requirements are in the administrative review process to notify the neighbors? None. People can call in and ask how the process is going.
- Yes, the applicant has already submitted a subdivision application.
- Regarding protection for the neighbors: The side yard setbacks are 5 ft with bulk plane standards; front yard setbacks are 25 ft; rear setbacks are 10 ft.

Councilmember Urban asked if the bulk plane regulations and setback requirements will avoid the crowding issues of the neighbors. Mr. Mendez said he believed so.

The applicant was asked to address this and the Mayor reopened the hearing.

Ms. Sorrenson stated she believes the neighbors will be happy with their vision for the property. Shadow Homes is a small town developer; they were born and raised here. They feel strongly about keeping the area in good value and appearance. She explained the proposed layout with the lot line to be 5 ft west of the garage; the existing house will have the same street frontage, and the new lot would be similar. Only one single-family house is planned at this time; it will be consistent with what's in the neighborhood now – definitely not three stories, maybe a bungalow.

Councilmember Wooden asked for clarification about the shapes of the proposed lots. Ms. Sorrenson testified that the two lots would be similar in size.

Mayor Jay closed the public hearing.

Councilmember Fitzgerald commented he believes the existing zoning (Commercial-1) would allow five stories with no bulk plane regulations. He thinks this is an improvement for the neighbors' concerns.

The motion carried 5-0.

DECISIONS, RESOLUTIONS AND MOTIONS

3. Resolution 31-2017 – a resolution amending the Fiscal Year 2017 General Fund Budget to reflect the approval of a Supplemental Budget Appropriation in the amount of \$120,000 for the purpose of replacing 30 pedestrian lights on 38th Avenue between Harlan Street and Sheridan Boulevard

There are 72 decorative pedestrian lights on 38th Ave from Sheridan to Wadsworth. In the May 2017 hailstorm 42 light fixtures were damaged beyond repair. This will be covered by insurance. The remaining 30 lights are operable, but fixtures that match them are no longer available. The Council directed staff to replace all 72 lights with the City's standard LED ornamental fixtures. The estimated cost of the fixtures not covered by insurance is \$97,020, plus the cost of some hardware for retrofitting at the foundations. Installation will be performed in house. The Urban Renewal Authority (URA) has authorized payment of the \$120,000 from their funds.

Councilmember Duran introduced Item 3.

Staff presentation

Scott Brink highlighted the situation with the lights, the lack of availability of replacements, and Council's direction to replace all the lights for the sake of consistency, availability, long term maintenance, and cost efficiency. The City reached out to URA and last week they appropriated \$120,000 to fill the gap for the lights that aren't covered by insurance.

Councilmember Duran followed up on a directive from the study session and asked if staff had found any other areas in the City (e.g. parks) to use the lights that are still operable. Mr. Brink reported no suitable location has been found and no one has come forward. They will be stockpiled or go to auction.

Councilmember Urban asked for an explanation of the URA money. Mr. Goff explained that URA continues to collect funds from the WR Cyclery TIF. That money has to be used in the 38th Ave area. The URA felt this was an appropriate use.

Councilmember Urban asked if these lights will help with any dark skies compliance. Mr. Brink stated these lights can be directed more to the ground.

Motion by Councilmember Duran to approve Resolution 31-2017, a resolution amending the Fiscal Year 2017 General Fund Budget to reflect the approval of a Supplemental Budget Appropriation in the amount of \$120,000 for the purpose of replacing 30 pedestrian lights on 38th Avenue between Harlan Street and Sheridan Boulevard, seconded by Councilmember Hoppe; carried 5-0.

4. Resolution 32-2017 – a resolution approving an Intergovernmental Agreement between the City of Wheat Ridge and the City and County of Denver concerning additional construction costs for extending Denver Water Department conduit work in an amount not-to-exceed \$557,335.63

The construction of the hook ramps related to the Clear Creek Crossing project and Denver Water's replacement of a large water distribution main were scheduled at the same time and at the same location. To allow for simultaneous construction Denver Water has redesigned their work. An IGA is needed to cover the additional construction costs.

Councilmember Hoppe introduced Item 4.

Staff presentation

Scott Brink presented background on the timing conflict between the two projects. He touched on some of the major issues involved in redesigning Denver Water's project – changing the location of the bore pit, change in grade, high groundwater, and dewatering. The payment includes only the costs for time and materials; staff is optimistic that this figure is high rather than low. 2E money is available to fund this as well. Staff recommends approval of this IGA with Denver Water to keep the projects on track.

Council Questions

Councilmember Urban asked what happens if time and materials exceed this cost. Mr. Goff explained that the estimates for actual construction of the hook ramps has come in lower than expected. That savings should cover this amount for the IGA. \$10M in 2E funds are earmarked for this project. If costs exceed that amount they would have to be wrapped into the financial agreement for the entire project. This has been discussed with the developer. Those additional costs would be paid through future sales or property tax from this project.

Councilmember Urban inquired about the legality of using 2E hook ramp dollars for the Denver Water bore project. Mr. Dahl advised that Council is governed by the 2E language. It says "approximately" \$10M. He feels this gives Council some flexibility to adjust within this category, but that flexibility is limited by what the voters approved.

Discussion followed.

- Mr. Goff offered that the hook ramp project will happen, but if they aren't built in a timely manner, Clear Creek Crossing might not happen.
- Mr. Dahl advised that eliminating delay is a legitimate part of the hook ramp project. If you need to spend money to get Denver Water out of the way so the hook ramps can happen, that becomes part of the hook ramp project cost.
- Taylor Carlson (Denver), principle for Evergreen, the developer of Clear Creek Crossing, explained that the hook ramps can't start until the bore pit is relocated or finished. His concern is that a delay by Denver Water would put the hook ramps on hold, which would put the development on hold. This is a good insurance policy.

Councilmember Wooden confirmed the size of the underground pipes for the water project -- an 84 inch pipe with a slightly larger bore, under a highway. Noting that the water project is huge -- she believes the City should step up and get this project going. This development has been 10 years on the making, the voters approved the money and we should not stall anymore. This project will benefit our city in numerous ways.

Councilmember Hoppe asked if the development could occur without the hook ramps. Mr. Goff stated that CDOT and the Federal Highway Administration have approved limited development based on the current improvements that were made (40th avenue underpass and improvements at 32nd Ave). To fully develop the property the hook ramps have to be built. ~ She said she is glad the citizens have given us the money so we are in a position to go forward with this.

There was no public comment.

Motion by Councilmember Hoppe to approve Resolution 32-2017, a resolution approving an Intergovernmental Agreement between the City of Wheat Ridge and the City and County of Denver concerning additional construction costs for extending Denver Water Department conduit work in an amount not-to-exceed \$557,335.63; seconded by Councilmember Duran; carried 5-0.

5. Motion to Ratify the Mayoral appointment of Kevin Hood to the vacant District IV seat on the Wheat Ridge Urban Renewal Authority dba Renewal Wheat Ridge, term to expire November 30, 2021

This vacancy was properly advertised in the usual manner. Three citizens applied.

Councilmember Wooden introduced Item 5.

Motion by Councilmember Wooden to ratify the Mayoral appointment of Kevin Hood to the vacant District IV seat on the Wheat Ridge Urban Renewal Authority dba Renewal Wheat Ridge, term to expire November 30, 2021; seconded by Councilmember Hoppe; failed 3-2, with Councilmembers Urban and Duran voting no.


Mr. Dahl explained that Code requires a majority vote of the entire Council (5 votes) to ratify a mayoral appointment to the Urban Renewal Authority. He explained the options: Reconsideration at tonight's meeting or a motion to reconsider at the next regular business meeting. He noted that reconsideration requires a motion by someone from the prevailing side (Duran or Urban).

Discussion followed.

Motion by Councilmember Duran to reconsider the ratification of the appointment of Mr. Hood to the Urban Renewal Authority at the September 25th Council meeting; seconded by Councilmember Fitzgerald; carried 5-0.

ADJOURN to Special Study Session The City Council Meeting adjourned at 7:58 PM

City Manager's Matters, City Attorney's Matters, and Elected Officials Matters were taken at the end of the Special Study Session that followed. See those minutes.


Janelle Shaver, City Clerk

APPROVED BY CITY COUNCIL ON SEPTEMBER 25, 2017

George Pond, Mayor Pro tem

The preceding Minutes were prepared according to §47 of Robert's Rules of Order, i.e. they contain a record of what was *done* at the meeting, not what was *said* by the members. Recordings and DVD's of the meetings are available for listening or viewing in the City Clerk's Office, as well as copies of Ordinances and Resolutions.

SPECIAL STUDY SESSION NOTES

CITY OF WHEAT RIDGE, COLORADO

City Council Chambers 7500 W. 29th Avenue

August 28, 2017

Upon adjournment of the Regular City Council Meeting

Mayor Joyce Jay called the Special Study Session to order at 8:32 p.m.

Council members present: George Pond, Janeece Hoppe, Kristi Davis, Monica Duran, Tim Fitzgerald, Zachary Urban, Genevieve Wooden, and Larry Mathews

Members absent: Kristi Davis (excused), Genevieve Wooden (excused)

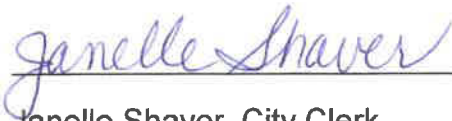
Also present: City Clerk, Janelle Shaver; City Attorney, Jerry Dahl; City Manager, Patrick Goff; Administrative Services Director, Heather Geyer; and interested citizens.

Councilmember Urban raised a point of order suggesting posting requirements may not have been met for this Special Study Session. Discussion followed. Mr. Dahl advised. It was determined the meeting notice was posted on the website, but not in the City Hall Lobby. As such, it is an improperly called meeting.

Mayor Jay entertained suspension of the rules. Councilmember Urban offered that suspension of the rules couldn't apply since the meeting wasn't properly noticed and therefore does not exist. Mr. Dahl advised that the Council Rules do not address this particular scenario, but do allow for suspension of the rules at a study session. Further discussion followed.

Councilmember Fitzgerald asked for consensus to temporarily suspend the Council rules with respect to posting for the notice of this study session. The consensus failed 4-2. A $\frac{3}{4}$ majority of member present is required to suspend the rules.

The assembly dismissed at 8:43pm.



Janelle Shaver, City Clerk

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APPROVED BY CITY COUNCIL ON September 25, 2017

George Pond, Mayor pro tem

SPECIAL STUDY SESSION NOTES

CITY OF WHEAT RIDGE, COLORADO

City Council Chambers 7500 W. 29th Avenue

September 11, 2017

Upon adjournment of the Regular City Council Meeting

Mayor Joyce Jay called the Special Study Session to order at 8:01 p.m.

Council members present: George Pond, Janece Hoppe, Kristi Davis, Monica Duran, Tim Fitzgerald, Zachary Urban, Larry Mathews, Genevieve Wooden

Absent: George Pond (excused), Larry Mathews (excused), and Kristi Davis (excused)

Also present: City Clerk, Janelle Shaver; City Attorney, Jerry Dahl; City Manager, Patrick Goff; other staff, guests and interested citizens.

CITIZEN COMMENT ON AGENDA ITEMS none

APPROVAL OF AGENDA

1. Wheat Ridge Environmental Sustainability Committee (WRESC) Report
Amy DePierre and Joy Opp from the Environmental Sustainability Committee gave the first presentation to the City Council on the committee's efforts to date. Some members of the 11 member committee were present.

[The Power Point is attached to these minutes.]

Amy DePierre gave an introduction:

- She expressed gratitude to Sundari Kraft for her facilitation, motivation and organizational help in getting them going and thanked the City for providing her. She also acknowledged the help of City staff members Matt Anderson and Carly Lorentz. Their help will be essential going forward.
- This volunteer citizen committee was chosen for their experience and expertise.
- Their mission is three-fold:
 1. Evaluate the current policy and practices of sustainability in Wheat Ridge so they can provide support, advice, and guidance for the Council. They will be involving the community through engagement and outreach.
 2. Identify metrics that can be used to track progress.
 3. Develop and implement an action plan by May of 2018.
- There was analysis of six key topic areas
 - Green Building & Energy Efficiency
 - Renewable Energy
 - Transportation

- Solid Waste and Recycling
 - Water
 - Communication & Outreach
- Their definition of sustainability is responsible use of resources that have impact socially, economically and environmentally for people, profit and planet.

Ms DePierre went through the importance the committee sees for green building & energy efficiency, renewable energy and transportation. (See Power Point for details)

- The City has already done much through the volunteer employee committee and programs (e.g. solar garden). More staff and funding are needed to do more.
- For renewable energy the committee sees education and community engagement as priorities.
- For transportation, the City already has ongoing efforts and there is good bus and light rail connection; the challenge is to increase options.

Ms. Opp addressed solid waste & recycling and water. (See Power Point for details)

- The City has sustainable waste practices, but more could be done to further recycling and trash management.
- City plans and code reflect water conservation efforts, but behavioral changes and incentives for water conservation are needed.

Ms. Opp covered communication and engagement (See Power Point for details)

- Analysis in each area includes:
 - Summary of what's currently being done and Summary of current metrics
 - Strengths and Challenges
 - Guiding principles for future goals and Next steps
- The committee recommends
 - Consistent outreach, advocacy and stewardship around all areas
 - Adopting sustainable neighborhood programs; more focused programs
 - More effective communication
 - Creating communication and engagement tools
 - Continued use of the City website, Localworks, Gazette and Connections
 - Use of social media where the interest level in sustainability is high

Council questions and comments followed. Members of the Committee weighed in depending on their area of expertise. Discussion points included:

- Could they develop a point system for developers and a zip card for drivers?
- Next week the committee will set an agenda for the next 8 months. They could communicate regularly and advise Council of next steps as they come.
- "40% of WR residents don't drive" includes children. It was not known how that compares to other cities. They will check to see where that figure came from.
- Since a single city-wide trash service is controversial, perhaps they could start with a city-wide recycling service
- The issue of backyard windmills is too specific yet; it will be discussed in the future.
- Appreciate the plan to identify pharmaceutical drop-offs to help with wastewater protection – which also intersects with the opioid addiction crisis.

- The committee hasn't discussed much about next steps for increasing urban agriculture; WR is ahead in that area. The Lutheran medical campus may be an opportunity for that.
- What are the programs for food waste with restaurants? 5 Fridges Farms collects food waste to use for compost. That program could be expanded.
- We should be bold, dedicate resources to this and develop action steps. The Committee should push for Council action on a single trash service and a storm water utility.
- "Reducing heat island effect" means planting trees; it also has to do with asphalt.
- Suggest considering connection to our two Gold Line stations.
- The time limit for the committee is one year. May of 2018 is their deadline.

Mr. Goff said the City will dedicate a page on the website for this.

Councilmember Fitzgerald asked for consensus to direct the City Manager to give a report on the energy audits – including the glass-recycling program.

Mr. Goff reported he has several energy audits for City buildings he can provide. Staff was directed to wait on the glass-recycling program until the committee gave a complete report on all the issues.

The Mayor asked what the Committee's feelings were. One of the members said they would recommend a glass-recycling program.

Councilmember Fitzgerald modified his consensus to include directing staff to initiate the glass recycling program test.

Councilmember Urban requested discussion and asked if there weren't two phases to this and if so, he would like to again see the costs involved.

Mr. Goff noted it's been awhile since this was discussed. He and Mr. Dahl suggest bringing this back to a study session to re-examine it.

Councilmember Hoppe advised that this consensus is to have staff bring it to them for discussion.

The consensus to discuss the glass-recycling contract at a study session passed.

Councilmember Fitzgerald asked for a vote on the consensus to have reports on the energy audits.

The consensus to have staff report on the energy audits passed.

CITY MANAGER'S MATTERS

Mr. Goff reported that the 2018 Budget is coming this Friday. He encouraged Council to look at it and ask questions before the formal presentation on October 2.

CITY ATTORNEY'S MATTERS none

CITY CLERK'S MATTERS

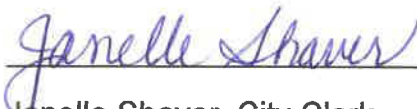
Clerk Shaver presented to the City a framed piece containing a set of eight pictures from this year's Carnation Festival. It was made and given to the City by John Colvin, a Wheat Ridge resident who works for CIRSA – the City's insurance carrier. Mr. goff said he will find a place for it. ~ She honored the victims of 9/11. Today is the 16th anniversary of that event and it isn't often we have a meeting right on that date. ~ She also sent thoughts and prayers to the victims of Hurricane Irma in Florida.

ELECTED OFFICIALS' MATTERS

Janece Hoppe distributed the Treasurer's bi-weekly report on the finances for the hailstorm and highlighted main figures. ~ She reminded folks of the Farmers 5000 this weekend, which also includes Cow Pie Bingo – a fundraiser for the Poms.

Zachary Urban acknowledged the service of the first responders in Hurricane Irma and the sacrifice of those who lost their lives on 9/11. ~ He encouraged everyone to come to the Farmers 5000 this Sunday. ~ He invited everyone to come out to the Cool Duo 5K at Sts. Peter and Paul School on October 7. ~ He announced there is a state website dedicated to the safe disposal of medications. It is called "takemedsseriously.org". In Wheat Ridge folks can take medications for disposal to the WR Pharmacy on 38th and Walgreens at 44th & Wadsworth.

ADJOURNMENT The Special Study Session adjourned at 8:55p.m.



Janelle Shaver, City Clerk

APPROVED BY CITY COUNCIL ON September 25, 2017

George Pond, Mayor pro tem


REQUEST FOR CITY COUNCIL ACTION

TITLE: RESOLUTION NO. 34-2017 - A RESOLUTION CONCERNING THE PROPOSED REDEVELOPMENT AT THE SOUTHEAST CORNER OF 44TH AVENUE AND JELLISON STREET AUTHORIZING A COOPERATION AGREEMENT PERTAINING TO THE COLLECTION OF TAX INCREMENT FINANCING (TIF)

- ☐ PUBLIC HEARING
☐ BIDS/MOTIONS
☒ RESOLUTIONS

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

QUASI-JUDICIAL: ☐ YES ☒ NO



City Manager

ISSUE:

Renewal Wheat Ridge (RWR), the Urban Renewal Authority for the City of Wheat Ridge, negotiated a Redevelopment Agreement with Sheard Family Trust for a commercially zoned redevelopment project at the southeast corner of 44th Avenue and Jellison Street. The owner has requested financial assistance in the amount of \$767,383 for eligible improvements related to the project. Property and sales tax increment generated by the project will be used to fund this request. A Cooperation Agreement between RWR and the City is required that details the intent of the proceeds and obligations of both parties as it relates to the collection of sales tax increment.

PRIOR ACTION:

At the September 18, 2017 study session, Council heard a presentation of the project. RWR adopted resolutions approving both the Cooperation and Redevelopment Agreements at their September 5, 2017, meeting.

FINANCIAL IMPACT:

If approved, the City will forego one and one-half cents of its local three-cent sales tax to the project until the termination of the TIF term, when the reimbursement amount of \$767,383 is paid in full.

Because the proposed public investment for the Sheard activity is a bit lower than the other public investment projects in Wheat Ridge, a lower return is expected. This lower return (\$3.09 per every \$1 of investment) is due to the unique nature of this project compared to the larger developments listed below.

| Project | Terms | Public Investment | Estimated TIF Revenues | ROI/\$1 Dollar |
|------------------------|---|--------------------------|-------------------------------|-----------------------|
| Kipling Ridge | 100% Property and Sales Tax/10 Years | \$3.455M | \$13.8M | \$3.99 |
| Corners at Wheat Ridge | 100% Property Tax/33% Sales Tax/1% PIF/12-15 Years | \$6.25M | \$25.0M | \$4.00 |
| Sheard Project | 100% Property Tax/50% Sales Tax | \$767,383 | \$2.37M | \$3.09 |

BACKGROUND:

The property is located at the southeast corner of 44th Avenue and Jellison Street on a site that previously contained an abandoned residential unit. The Sheard Family purchased the property in 2016 with the concept of developing a new retail site for Swiss Flower and Gift Cottage. The owners have been working on site plans and building elevations for the past year. The property consists of two parcels, which were recently replatted to create the development site.

The proposed development would create 19,800 square feet of new retail and light industrial space. Construction is planned in three phases. Phase I includes a two-story retail/office building measuring 6,600 square feet that will house Swiss Flower and office space relating to the business. The project is currently under construction and the building's footings have been poured. The building should be completed sometime in early 2018. The estimated value of this structure is \$1.69 million, which equates to \$225 per square foot of valuation. When complete, the retail business is anticipated to generate about \$1.32 million per year, or \$200 per square foot.

The Phase II activity will include construction of 6,000 square feet of light industrial/makerspace behind the new retail structure and is expected to be completed by 2022. The estimated market value is \$884,000. The new spaces will be leased to smaller businesses that may support the retail activities of Swiss Flower and Gift Cottage.

Phase III will create an additional 7,200 square feet of makerspace with anticipated completion in 2025, and a value of \$1.03 million. As in Phase II, these spaces may be leased to artisans who will create products for retail sale. When complete, the entire development will contain 19,800 square feet of new retail and makerspace that will be constructed between 2018 and 2025. The existing Swiss Flower building will remain in place and be used for the sale of larger retail items.

Cooperation Agreement

A Cooperation Agreement is required between RWR and the City of Wheat Ridge. The Cooperation Agreement details the intent of the proceeds and obligations of both parties as it relates to the collection of funds from the sales tax TIF referenced in the documents. In essence, the Cooperation Agreement provides the mechanism that allows the obligated activities incremental sales tax to flow to the City and then be distributed into a special RWR account to fund the activity. The Cooperation Agreement requires the City to continue to share 1½ cents of its three-cent sales tax with RWR until the reimbursement amount, \$767,383, is paid to the developer.

RECOMMENDATIONS:

Staff recommends approval of the resolution because the project will provide the following benefits to the community.

- This type of assistance is one of the primary objectives for the creation of Urban Renewal Authorities by the state.
- The project is consistent with many of the values, goals, and strategies stated in the Comprehensive Plan.
- The project builds on previous planning efforts and is consistent with the vision outlined in several of the City's adopted plans.
- The project will create new jobs, new companies, and increased sales tax production.
- The project supports City goals related to land use, economy, community design, and sustainability.
- The project directly fulfills the plan's action items that call for the City to entertain public private partnerships to achieve land assemblage and redevelopment.

RECOMMENDED MOTION:

"I move to approve Resolution No. 34-2017, a resolution concerning the proposed redevelopment at the southeast corner of 44th Avenue and Jellison Street authorizing a Cooperation Agreement pertaining to the collection of Tax Increment Financing."

Or,

“I move to postpone indefinitely Resolution No. 34-2017, a resolution concerning the proposed redevelopment at the southeast corner of 44th Avenue and Jellison Street authorizing a Cooperation Agreement pertaining to the collection of Tax Increment Financing for the following reason(s) _____.”

REPORT PREPARED/REVIEWED BY:

Steve Art, Urban Renewal Executive Director

Patrick Goff, City Manager

ATTACHMENTS:

1. Resolution No. 34-2017
Exhibit 1 - Cooperation Agreement

CITY OF WHEAT RIDGE, COLORADO
RESOLUTION NO. 34
Series of 2017

TITLE: A RESOLUTION CONCERNING THE PROPOSED REDEVELOPMENT AT THE SOUTHEAST CORNER OF 44TH AVENUE AND JELLISON STREET AUTHORIZING A COOPERATION AGREEMENT PERTAINING TO THE COLLECTION OF TAX INCREMENT FINANCING

WHEREAS, the City is a home rule municipality and political subdivision of the State of Colorado organized and existing under a home rule charter pursuant to Article XX of the Constitution of the state of Colorado; and

WHEREAS, the City Council of the City established the Wheat Ridge Urban Renewal Authority d/b/a/ Renewal Wheat Ridge (the RWR) on October 18, 1981, as an urban renewal authority pursuant to Colorado Revised Statutes, Part 1 of Title 31, Article 25, as amended; and

WHEREAS, the City Council has adopted the I70/Kipling Corridors Urban Renewal Plan, as amended (the Plan) for the area described therein (the Urban Renewal Area); and

WHEREAS, The Sheard Family Trust (the Developer) has acquired title to, certain real property which is located at the southeast corner of 44th Avenue and Jellison Street (the Property), which is in the Urban Renewal Area; and

WHEREAS, the Developer has submitted a proposal to the City and the Authority to redevelop the Property (the "Project"); and

WHEREAS, the City has determined and hereby determines that it is in the best interests of the City and its citizens to assist in the redevelopment of the Project; and

WHEREAS, RWR has determined that the redevelopment of the Project in order to remediate blight is consistent with and in furtherance of the purposes of RWR and the Urban Renewal Plan; and

WHEREAS, the Urban Renewal Plan contemplates that a primary method of financing projects within the urban renewal area will be through the use of property tax increment revenues and City sales tax increment revenues; and

WHEREAS, the Urban Renewal Plan adopted the utilization of property and sales tax increment for the Property and authorizes RWR to pledge such property tax increment revenues and City sales tax increment revenues to finance public infrastructure that benefits the urban renewal area pursuant to one or more Cooperation Agreements (as defined therein); and

WHEREAS, RWR and the Developer entered into a Redevelopment Agreement that sets forth the rights and responsibilities of each party with respect to the financing and construction of the Project; and

WHEREAS, in order to finance certain eligible improvements for the Project, the Redevelopment Agreement provides that, upon compliance with certain conditions precedent, RWR will reimburse the Developer for eligible costs incurred in connection with such eligible improvements in the maximum amount of \$767,383 (the "Reimbursement Amount ") with the Reimbursement Amount to be payable solely from property tax increment revenues and sales tax increment revenues to be generated from the redevelopment of the Project; and

WHEREAS, in connection with the execution and delivery of the Redevelopment Agreement and the repayment of the Reimbursement Amount in accordance therewith, the City and RWR believe it is in the best interests of the City and RWR to enter into a Cooperation Agreement (the "Cooperation Agreement") related to the Project; and

WHEREAS, there has been filed with the City Clerk of the City (the "City Clerk") the proposed form of the Cooperation Agreement.

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

Section 1. Finding of Best Interests and Public Purpose. The City Council hereby finds and determines, pursuant to the Constitution, the laws of the State and the City's home rule charter (the "Charter"), and in accordance with the foregoing recitals, that adopting this Resolution, redeveloping the Project and entering into the Cooperation Agreement are in the best interests of the inhabitants of the City.

Section 2. Approval of Cooperation Agreement. The Cooperation Agreement, as shown in **Exhibit 1** in substantially the form on file with the City Clerk, is in all respects approved, authorized and confirmed. The Mayor is hereby authorized and directed to execute and deliver the Cooperation Agreement, for and on behalf of the City, in substantially the form and with substantially the same contents as is on file with the City Clerk, provided that such document may be completed, corrected or revised as deemed necessary by the parties thereto in order to carry out the purposes of this Resolution. The execution of the Cooperation Agreement by the Mayor shall be conclusive evidence of the approval by the City Council of such document in accordance with its terms.

Section 3. Direction to Act. The City Clerk is hereby authorized and directed to attest all signatures and acts of any official of the City in connection with the matters authorized by this Resolution and to place the seal of the City on any document authorized and approved by this Resolution. The Mayor, the City Manager, the City Clerk, the City Attorney, and all other appropriate officials or employees of the City are hereby authorized and directed to execute and deliver for and on behalf of the City any and all additional certificates, documents, instruments and other papers, and to perform all other acts that they deem necessary or appropriate, in order to facilitate the redevelopment of the Project and implement and carry out the transactions and other matters authorized by this Resolution.

Section 4. Ratification. All actions (not inconsistent with the provisions of this Resolution) heretofore taken by the City Council or the officers, employees or

agents of the City directed toward the redevelopment of the Project and the execution and delivery of the Cooperation Agreement are hereby ratified, approved and confirmed.

Section 5. Severability. If any section, subsection, paragraph, clause or provision of this Resolution or the documents hereby authorized and approved shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution or such documents, the intent being that the same are severable.

Section 6. Repealer. All prior resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 8. Effectiveness. This Resolution shall take effect immediately.

DONE AND RESOLVED this 25th day of September, 2017.

Joyce Jay, Mayor

Attest:

Janelle Shaver, City Clerk

**COOPERATION AGREEMENT
BETWEEN THE CITY OF WHEAT RIDGE AND
WHEAT RIDGE URBAN RENEWAL AUTHORITY**

THIS COOPERATION AGREEMENT (this “Agreement”) dated as of September 25, 2017, is made and entered into between the CITY OF WHEAT RIDGE, COLORADO (the “City”) and the WHEAT RIDGE URBAN RENEWAL AUTHORITY d/b/a/ RENEWAL WHEAT RIDGE (the “Authority”).

WHEREAS, the City is a Colorado home rule municipality with all the powers and authority granted pursuant to Article XX of the Colorado Constitution and its home rule charter (the “Charter”); and

WHEREAS, the Authority is a Colorado Urban Renewal Authority, with all the powers and authority granted to it pursuant to Title 31, Article 25, Part 1, Colorado Revised Statutes (“C.R.S.”) (the “Urban Renewal Law”); and

WHEREAS, pursuant to Article XIV of the Colorado Constitution, and Title 29, Article 1, Part 2, C.R.S., the City and the Authority are authorized to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each governmental entity; and

WHEREAS, the City Council of the City (the “City Council”) has previously adopted the I-70/Kipling Corridors Urban Renewal Plan, as amended (the “Urban Renewal Plan” or the “Plan”) for the area described therein (the “Urban Renewal Area”); and

WHEREAS, the Sheard Family Trust, an Colorado Revocable Living Trust (the “Developer”) desires to construct three (3) office and retail buildings consisting of approximately 19,800 square feet of space on a parcel at the southeast corner of 44th Avenue and Jellison Street consisting of approximately 1.08 acres (the “Property”), which is in the Urban Renewal Area; and

WHEREAS, the Developer has submitted a proposal to the City and the Authority to redevelop the Property (the “Project”); and

WHEREAS, the Project is being undertaken to facilitate the elimination and prevention of blighted areas and to promote redevelopment, conservation and rehabilitation of the Urban Renewal Area; and

WHEREAS, pursuant to section 31-25-112, C.R.S., the City is specifically authorized to do all things necessary to aid and cooperate with the Authority in connection with the planning or undertaking of any urban renewal plans, projects, programs, works, operations, or activities of the Authority, to enter into agreements with the Authority respecting such actions to be taken by the City, and appropriating funds and making such expenditures of its funds to aid and cooperate with the Authority in undertaking the Project and carrying out the Plan; and

WHEREAS, the Authority and the Developer expect to enter into a Redevelopment Agreement (the “Redevelopment Agreement”) that sets forth the rights and responsibilities of each party with respect to the financing and construction of the Project; and

WHEREAS, in order to finance certain eligible improvements for the Project, the Redevelopment Agreement provides that, upon compliance with certain conditions precedent, the Authority will provide from reserves in the special account of the I70/Kipling Corridors Urban Renewal Plan and reimbursement of up to \$767,383 in three separate development phases as set forth in a Redevelopment Agreement executed on September 5, 2017 (the “Payment”) with such Payment to be payable from the Pledged Property Tax Increment Revenue and Pledged Sales Tax Increment Revenues as the same are defined in the Redevelopment Agreement to be generated from the redevelopment of the Project; and

WHEREAS, in order to implement the provisions regarding the use of Pledged Sales Tax Increment Revenues generated from the Project, this Cooperation Agreement is necessary to cause the City to deposit such Pledged Sales Tax Increment Revenues into the Special Fund of the Authority to reimburse the Developer for Eligible Costs of the Project as defined in the Redevelopment Agreement; and

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Redevelopment Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the City and the Authority agree as follows:

I. COOPERATION.

(a) The City shall continue to make available such employees of the City as may be necessary and appropriate to assist the Authority in carrying out any authorized duty or activity of the Authority pursuant to the Urban Renewal Law, the Plan, or any other lawfully authorized duty or activity of the Authority.

(b) The City agrees to assist the Authority by pursuing all lawful procedures and remedies available to it to collect and transfer to the Authority on a timely basis all Pledged Sales Tax Increment Revenues for deposit into the Project Account of the Special Fund until the total amount of Pledged Revenues as defined in the Redevelopment Agreement paid to Developer equals the Reimbursement Amount, or the expiration of the twenty-five (25) year time frame for the Authority’s receipt of sales tax increment pursuant to the Act expires, whichever first occurs.

(c) To the extent lawfully possible, the City will take no action that would have the effect of reducing tax collections that constitute Pledged Sales Tax Increment Tax Increment Revenues.

2. GENERAL PROVISIONS.

(a) Separate Entities. Nothing in this Agreement shall be interpreted in any manner as constituting the City or its officials, representatives, consultants, or employees as the agents of the Authority, nor as constituting the Authority or its officials, representatives, consultants, or employees as agents of the City. Each entity shall remain a separate legal entity pursuant to applicable law. Neither party shall be deemed hereby to have assumed the debts, obligations, or liabilities of the other.

(b) Third Parties. Neither the City nor the Authority shall be obligated or liable under the terms of this Agreement to any person or entity not a party hereto, provided, however, that the Lender is a third party beneficiary to the provisions hereof related to the collection and remittance to the Authority of the Pledged Revenues.

(c) Modifications. No modification or change of any provision in this Agreement shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by both parties and incorporated as a written amendment to this Agreement. Memoranda of understanding and correspondence shall not be construed as amendments to the Agreement.

(d) Entire Agreement. This Agreement shall represent the entire agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the parties relating to the subject matter of this Agreement and shall be independent of and have no effect upon any other contracts.

(e) Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

(f) Assignment. Except for the pledge under the Loan Documents, this Agreement shall not be assigned, in whole or in part, by either party without the written consent of the other.

(g) Waiver. No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach or of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies reserved in this Agreement shall be cumulative and additional to any other remedies in law or in equity.

IN WITNESS WHEREOF, this Agreement is executed by the Parties as of September 25, 2017.

CITY OF WHEAT RIDGE, COLORADO

By: _____
Joyce Jay, Mayor

(SEAL)

Attest:

Janelle Shaver, City Clerk

APPROVED AS TO FORM

Gerald Dahl, City Attorney

WHEAT RIDGE URBAN RENEWAL AUTHORITY

ATTEST: _____
Tim Rogers, Chairperson

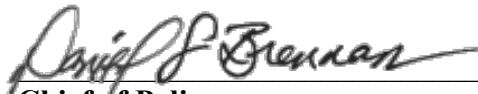
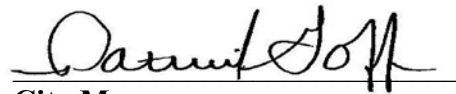
Steve Art, Executive Director

REQUEST FOR CITY COUNCIL ACTION**TITLE: RESOLUTION NO. 36-2017 – A RESOLUTION APPROVING AN EMPLOYEE SCREENING AGREEMENT WITH THE JEFFERSON COUNTY COMMUNICATIONS CENTER AUTHORITY**

- ☐ PUBLIC HEARING
☐ BIDS/MOTIONS
☒ RESOLUTIONS

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

QUASI-JUDICIAL:

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

The Jefferson County Communications Center Authority (Jeffcom) anticipates being operational in the first quarter of 2018. To assist with the transition of 911 dispatching services to the new regional communications authority, Jeffcom has agreed to recruit, screen and pre-qualify candidates for call-taker and dispatcher positions for member agencies who wish to participate in this program.

PRIOR ACTION:

City Council approved an Inter-Governmental Agreement on March 21, 2016, establishing the Jefferson County Communications Authority.

FINANCIAL IMPACT:

The services offered by the agreement are free to Jeffcom member agencies. By participating in this agreement staff anticipates a reduction in the work associated with recruitment and testing of candidates for the communications center. Initial estimates for the City to conduct recruiting and testing for our Emergency Services Specialist positions is approximately \$20,920 per process. The department conducts two to three processes per year.

BACKGROUND:

There are eight member agencies that agreed to regionalize emergency communication services in Jefferson County (Arvada Police Department, Arvada Fire Protection District, Evergreen Fire Protection District, Golden Police Department, Lakewood Police Department, Jefferson County Sheriff's Office, West Metro Fire Protection District and the Wheat Ridge Police Department).

To help with the transition of dispatching services to the new regional communications authority, Jeffcom has agreed to recruit, screen and pre-qualify candidates for the new Emergency Communications Specialist (ECS) position.

Jeffcom has already began the process of recruiting and testing candidates for call-taker and dispatch positions. Candidates who meet the qualifications for the position will be tested using current testing methodologies for these positions. Successful candidates will then take a polygraph examination, suitability and essential functions testing, as well as complete a background investigation. These steps are similar to the police department's current processes. Having Jeffcom complete these steps will save staff time that would otherwise be committed to these processes. Jeffcom will create a list of pre-qualified candidates for member agencies to select from for any open positions in their respective agencies.

Once a list of pre-qualified candidates is published, staff from the police department and Human Resources will review each candidate's packet (application, testing materials, suitability, polygraph and background). Staff will select qualified candidates for interviews with our agency. The City can hire, accept, or reject any recommended candidate. Candidates not selected return to the pool of eligible Jeffcom candidates. Candidates who accept a job offer will become members of our agency until the cutover date, which is currently established as January 1, 2018.

At this time, the department has four vacancies in the communications center to fill.

RECOMMENDATIONS:

Staff recommends City Council approve the employee screening agreement with the Jefferson County Communications Center Authority.

RECOMMENDED MOTION:

"I move to approve Resolution No. 36-2017, a resolution approving an employee screening agreement with the Jefferson County Communications Center Authority.

Or,

"I move to postpone indefinitely Resolution No. 36-2017, a resolution approving an employee screening agreement with the Jefferson County Communications Authority for the following reason(s) _____."

REPORT PREPARED/REVIEWED BY:

Daniel Brennan, Chief of Police
Patrick Goff, City Manager

ATTACHMENTS:

1. Resolution No. 36-2017
2. Jeffcom Service Agreement

CITY OF WHEAT RIDGE, COLORADO
RESOLUTION NO. 36
Series of 2017

**TITLE: A RESOLUTION APPROVING AN EMPLOYEE SCREENING
AGREEMENT WITH THE JEFFERSON COUNTY COMMUNICATIONS
CENTER AUTHORITY**

WHEREAS, the City of Wheat Ridge, Colorado (the “City”), acting through its City Council (“Council”) is a home rule municipality with statutory and constitutional authority to enact ordinances and enter into agreements for protection of the public health, safety and welfare; and

WHEREAS, Part 2 of Article 1 of Title 29, C.R.S., authorizes the City to enter into agreements with other governmental entities to cooperate in the provision of any function, service, or facility each is authorized to provide; and

WHEREAS, the Jefferson County Communications Center Authority (“Jeffcom”) is a separate governmental entity created by an intergovernmental agreement, to which the City is a party, for purposes of providing emergency services reporting, dispatching and communication services to its member agencies; and

WHEREAS, to facilitate the eventual transition of dispatching services from the City’s own dispatch center to a centralized Jeffcom dispatch center, Jeffcom has offered to screen and pre-qualify applicants for City dispatcher positions until such time as Jeffcom assumes sole responsibility for hiring dispatchers; and

WHEREAS, Jeffcom has proposed an Employee Screening Agreement setting forth the terms and conditions of the employee screening services, including the provision of such services at no cost to the City; and

WHEREAS, the Council finds that it is in the City’s best interest to take advantage of this free employee screening service and that doing so would not compromise or otherwise undermine the City’s final authority over its personnel decisions; and

WHEREAS, Section 14.2 of the Wheat Ridge Home Rule Charter authorizes the Council, acting by resolution or ordinance, to approve intergovernmental agreements.

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

The attached Employee Screening Agreement between the City and the Jefferson County Communications Center Authority is hereby approved. The Mayor and City Clerk are authorized to execute the same.

DONE AND RESOLVED this 25th day of September, 2017.

Joyce Jay, Mayor

ATTEST:

Janelle Shaver, City Clerk

Attachment 1

EMPLOYEE SCREENING AGREEMENT

THIS EMPLOYEE SCREENING AGREEMENT (this “Agreement”) is made and entered into the most recent day and year set forth below by and between Jefferson County Communications Center Authority (“Jeffcom”) and the City of Wheat Ridge, (the “Member”). Jeffcom and Member are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Jeffcom is a separate governmental entity created pursuant to Section 29-1-203, C.R.S., by the Intergovernmental Agreement Establishing the Jefferson County Communications Center Authority (“Creation Agreement”); and

WHEREAS, the Member is a political subdivision of the State of Colorado organized and existing under the State of Colorado Constitution and the laws of the State of Colorado, and is a member of the Creation Agreement; and

WHEREAS, Jeffcom was established to provide emergency services reporting, dispatching, and communications, along with coordination and support services between its members, and between the members and public or private entities that have entered into an agreement for such services with Jeffcom; and

WHEREAS, pursuant to paragraph 3.4.1 of the Creation Agreement, Jeffcom is constructing a consolidated communications and dispatching center on behalf of its members at 433 S. Allison Way, Lakewood, Colorado 80226 (“Dispatch Center”);

WHEREAS, pursuant to paragraphs 3.4.4 and 3.4.6 of the Creation Agreement, Jeffcom has the power to enter into, make and perform contracts of every kind and to hire, manage and terminate employees; and

WHEREAS, pursuant to paragraph 6.4 of the Creation Agreement, the Member will transfer certain employees to Jeffcom after July 1, 2017 at a date agreed to by the Member and Jeffcom (the “Cutover Date”); and

WHEREAS, the Parties anticipate that the Member will have open positions for emergency dispatchers that need to be filled prior to the Cutover Date; and from the effective date of this Agreement through the Cutover Date (the “Screening Period”), the Parties desire to fill such open positions by having Jeffcom recommend candidates who meet the minimum qualifications attached hereto as Exhibit A and incorporated herein (the “Qualifications”) and using the recruiting, screening and interview process set forth on Exhibit B, attached hereto and incorporated herein (the “Screening Process”); and

WHEREAS, this Agreement sets forth the terms and conditions upon which Jeffcom will screen and recommend emergency dispatchers for hire by the Member during the Screening Period.

AGREEMENT

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the Parties as follows:

1. Services.

(a) Jeffcom agrees to recruit, screen and interview candidates for open positions for emergency dispatchers using the Screening Process attached hereto as Exhibit B, and will create and maintain a list of qualified candidates (the “Recommended Dispatchers”) who meet the Qualifications listed in Exhibit A.

(b) Upon notification by a Member of an open position for an emergency dispatcher, Jeffcom will provide the list of Recommended Dispatchers to the Member.

(c) Member is under no obligation to hire from Jeffcom’s list of Recommended Dispatcher and may hire, accept, or reject any Recommended Dispatcher, or hire dispatchers not on the Recommended Dispatcher list.

(d) Any Recommended Dispatcher hired by the Member will be an employee of Member and Member will be responsible for all wages, including any overtime compensation, and benefits for and supervision of the Recommended Dispatcher until the Cutover Date.

2. Term. The term of this Agreement shall commence upon execution by the Parties and shall expire on the Cutover Date.

3. Early Termination by Member. Either Party may terminate this Agreement at any time without cause by providing written notice of termination to the other Party. Such notice shall be delivered at least three (3) days prior to the termination date contained in said notice unless otherwise agreed in writing by the Parties.

4. Compensation. There shall be no charge for Jeffcom’s employee screening services to be performed pursuant to this Agreement.

5. Party Representatives. Each Party will designate, prior to commencement of work, its project representative (the “Party Representatives”) who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the services provided pursuant to this Agreement. All requests for contract interpretations,

change orders, and other clarification or instruction shall be directed to the Party Representatives.

6. Independent Contractor. The Services to be performed by Jeffcom are those of an independent contractor and not of an employee of the Member. **Neither Party, nor its employees, if any, are entitled to workers' compensation benefits from the other Party for the performance of the Services specified in this Agreement.**

7. Liability. Under no circumstances shall Jeffcom or the Member be liable to the other Party for special, punitive, indirect or consequential damages arising out of or in connection with this Agreement (except as set forth in Section 9 herein). The Parties are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, defenses and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 *et seq.*, C.R.S., as from time to time amended ("CGIA"), or otherwise available to the Parties or their officers or employees.

8. Insurance. Each Party represents, warrants, and agrees that it has and shall maintain their own policies of State minimum workers' compensation insurance coverage for its employees, and also maintain broad form general liability, property damage, and automotive liability insurance in the minimum amount of \$350,000 for bodily injury, death, or damage to property of any person and \$990,000 for bodily injury, death, or damage to property of more than one person, or the maximum amount that may be recovered under the Colorado Governmental Immunity Act, § 24-10-101 *et seq.*, C.R.S., as from time to time amended (the "CGIA"), whichever is higher. At the request of either Party, the non-requesting Party shall provide the requesting Party with documentation evidencing such coverages.

9. Illegal Aliens. Jeffcom certifies that Jeffcom shall comply with the provisions of Section 8-17.5-101 *et seq.*, C.R.S. Jeffcom shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an agreement with a subcontractor that knowingly employs or contracts with an illegal alien. Jeffcom represents, warrants and agrees that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program described in Section 8-17.5-101, C.R.S. Jeffcom shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment of job applicants while the public contract for services is being performed. If Jeffcom obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Jeffcom shall: (i) notify the subcontractor and the Member within three (3) days that Jeffcom has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (ii) terminate the subcontract with the subcontractor if within three (3) days of receiving such notice, the subcontractor does not stop employing or contracting with the illegal alien, unless the

subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. Jeffcom shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If Jeffcom fails to comply with any requirement of Section 8-17.5-102(2), C.R.S., the Member may terminate this Agreement for breach, and Jeffcom shall be liable for actual and consequential damages to the Member. If Jeffcom participates in the Department Program, Jeffcom shall provide the affirmation required under Section 8-17.5-102(5)(c)(II), C.R.S., to the Member.

10. Warranties and Guarantees. Jeffcom provides no warranty or guarantee as to the suitability of any Recommended Dispatcher for employment with the Member or the performance of any Recommended Dispatcher once hired by Member. The inclusion of a Recommended Dispatcher on Jeffcom's list means only that based on the information provided to and received and reviewed by Jeffcom, Jeffcom believes the Recommended Applicant meets the Qualifications.

11. Compliance with Laws. Jeffcom is obligated to familiarize itself and comply with all laws applicable to the performance of the services provided under this Agreement.

12. Acceptance Not Waiver. The Member's approval or acceptance of any of the services shall not be construed to operate as a waiver of any rights or benefits provided to the Member under this Agreement.

13. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either Party should fail or refuse to perform according to the terms of this Agreement, such Party may be declared in default.

14. Remedies. In the event a Party declares a default by the other Party, such defaulting Party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the Party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity. If the non-defaulting Party commences legal or equitable actions against the defaulting Party, the defaulting Party shall be liable to the non-defaulting Party for the non-defaulting Party's reasonable attorney fees and costs incurred because of the default.

15. Binding Effect. This writing constitutes the entire agreement between the Parties and shall be binding upon the Parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of the Parties.

16. Law; Venue. The laws of the State of Colorado shall govern the construction, interpretation, execution and enforcement of this Agreement. Venue for

any dispute between the Parties arising out of or relating to this Agreement shall be in the State of Colorado District Court for Jefferson County.

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

18. Annual Appropriation. Each Party's obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations shall be made in the sole discretion of each Party's Board of Directors.

19. Notices. All notices which are required or which may be given under this Agreement shall be effective when mailed via registered or certified mail, postage prepaid and sent to the following addresses:

To Jeffcom:
Jefferson County Communications Center Authority
Attn: Executive Director
433 S. Allison Way
Lakewood, CO 80226

To Member:
Wheat Ridge Police Department
Attn: Daniel Brennan, Chief of Police
7500 W. 29th Ave
Wheat Ridge, CO 80033

20. Counterparts, Electronic Signatures and Electronic Records. This Agreement may be executed in two counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101, *et seq.*, C.R.S. The Agreement and any other documents requiring a signature may be signed electronically by either Party. The Parties agree not to deny the legal effect or enforceability of the Agreement, solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature on the grounds that it is an electronic record or an electronic signature or that it is not in its original form or is not an original.

21. No Third Party Beneficiaries. The Parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the

Parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

**JEFFERSON COUNTY
COMMUNICATIONS CENTER
AUTHORITY**

By: _____
Name: _____
Title: _____
Date: _____

MEMBER:

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

MINIMUM QUALIFICATIONS

High school diploma or GED

Must be at least 18 years old to apply

Demonstrated excellent oral and written communication skills

Testing scores:

- CritiCall minimum score: 80%, typing speed minimum 40 WPM
- National Dispatcher Selection Test (NDST) minimum score: 83%
- Prioritization/problem-solving exercise: pass/fail

Background check:

Successful background investigation by investigator to include:

- Interview with investigator
- Personal History Questionnaire
- Identity verification – appropriate government-issued identification which verifies age and identity
- DMV history (including out of state, if applicable)
- Education verification – high school diploma and transcripts or GED certificate, and college transcripts and diploma, if applicable
- Credit check
- DD-214 from military service, if applicable
- Fingerprint check
- Applicable training, seminar, or certification(s) documentation

Ability to obtain and maintain CCIC/NCIC Certification: clear criminal records, or within acceptable limits as defined by CJIS requirements

Successful completion of polygraph examination

Successful completion of drug screen (not positive for any prohibited substances)

Successful completion of hearing and vision screenings

Successful completion of psychological suitability examination

Positive professional references

Positive employment references and performance information

EXHIBIT B

SCREENING PROCESS

1. Job application through the Jeffcom Applicant Tracking System.
2. Applications and resumes reviewed by Jeffcom's Ops Manager(s), Human Resources Manager, and Executive Director as appropriate.
3. Written exercise: responses to job-specific questions to determine interest and suitability, must be completed and submitted by candidate by set deadline. Responses reviewed by Ops Manager(s), Human Resources Manager, and Executive Director as appropriate.
4. Job Specific testing:
 - A. CritiCall and/or NDST
 - B. Prioritization/problem-solving exercise(s)
5. Personal History Questionnaire completed.
6. Oral Board Interview: team of management, Human Resources, and potentially current supervisors or managers from Member agencies.
7. Conditional Job Offer extended – job offer extended at this point conditional on successful background check and on a Member agency having an opening that needs to be filled. The conditional job offer allows Jeffcom to have certain questions asked to gain vital information as part of selection process.
8. Background check process (not necessarily in this order):
 - A. Background investigation by investigator
 - Interview with investigator
 - Personal History Questionnaire
 - Identity verification – appropriate government-issued identification which verifies age and identity
 - DMV history (including out of state, if applicable)
 - Education verification – high school diploma and transcripts or GED certificate, and college transcripts and diploma, if applicable
 - Credit check
 - DD-214 from military service, if applicable
 - Applicable training, seminar, or certification(s) documentation
 - B. Criminal background checks (state, nationwide, FBI)

- C. Employment verification including review of disciplinary actions, performance reviews, and any other related performance information made available
 - D. Professional references (minimum of 3)
 - E. Fingerprint check
 - F. Drug test (hair follicle)
 - G. Hearing and vision screenings
 - H. Polygraph examination
 - I. Psychological screening for job suitability
9. Presuming candidate successfully passes all stages, the candidate will be placed on the eligibility list to be provided to Member agencies for selection.
- Member agencies may conduct interviews to choose from eligibility list, if desired. Jeffcom HR Manager can assist with scheduling if requested.
 - All pre-employment documentation, assessment scores, background check documentation will be provided upon hire of candidate.

REQUEST FOR CITY COUNCIL ACTION

TITLE: RECONSIDERATION OF THE MAYORAL APPOINTMENT OF KEVIN HOOD TO THE VACANT DISTRICT IV SEAT ON THE WHEAT RIDGE URBAN RENEWAL AUTHORITY dba RENEWAL WHEAT RIDGE, TERM TO EXPIRE NOVEMBER 30, 2021

☐ PUBLIC HEARING
☒ BIDS/MOTIONS
☐ RESOLUTIONS


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

QUASI-JUDICIAL:

☐ YES☒ NO



City Clerk



City Manager

ISSUE:

A vacancy exists on the Urban Renewal Authority in District IV. The vacancy was advertised in the Wheat Ridge Transcript, Channel 8, City website and through other printed and electronic media. Three citizens applied for the vacant District IV seat and after speaking with all of the applicants, Mayor Jay appointed Kevin Hood to the seat. On September 11, 2017, City Council voted 3-2 to approve the Mayoral appointment of Kevin Hood. However, Section 25-24 of the Wheat Ridge Code of Laws requires that “each appointment to the authority shall be made by the mayor subject to approval by majority vote of the entire city council.” A majority vote of the entire City Council is five votes; therefore, the original motion failed.

A motion for reconsideration of the Mayoral appointment was made and approved for the September 25, 2017 regular business meeting.

PRIOR ACTION:

City Council voted 3 to 2 to approve the Mayoral appointment on September 11, 2017. However, Mayoral appointments require approval by a majority of the entire City Council, which is five votes. A motion was made and approved to reconsider the Mayoral appointment of Kevin Hood to the Urban Renewal Authority at the September 25, 2017 regular business meeting.

FINANCIAL IMPACT:

None

BACKGROUND:

Members of Renewal Wheat Ridge are appointed by the Mayor and ratified by City Council.

RECOMMENDATIONS:

Mayor Jay is recommending that Kevin Hood be appointed to the Wheat Ridge Urban Renewal Authority dba Renewal Wheat Ridge representing District IV, term to expire November 30, 2021.

RECOMMENDED MOTIONS:

“I move to ratify the Mayoral appointment of Kevin Hood to District IV of the Wheat Ridge Urban Renewal Authority dba Renewal Wheat Ridge, term to expire November 30, 2021.”

Or

“I move to postpone indefinitely the Mayoral appointment of Kevin Hood to District IV of the Wheat Ridge Urban Renewal Authority dba Renewal Wheat Ridge, term to expire November 30, 2021 for the following reason(s) _____.”

REPORT PREPARED/REVIEWED BY:

Robin Eaton Deputy City Clerk

Patrick Goff, City Manager

ATTACHMENTS:

1. Kevin Hood, Application for Appointment



RECEIVED

Board and Commission Application

2017 AUG 11 P 4: 24
CITY OF WHEAT RIDGE

APPLICATION FOR APPOINTMENT TO THE:

Renewal Wheat Ridge - Urban Renewal Authority

(Board/Commission/Committee)

DATE: 8/11/17

DISTRICT: 4

HOW LONG HAVE YOU BEEN A RESIDENT OF WHEAT RIDGE? 16 years

ARE YOU A REGISTERED VOTER? Yes

WHY ARE YOU SEEKING THIS APPOINTMENT?

I have been actively involved in the City having served as the President of Localworks and on the Board of Directors. I also served on the Park and Recreation Commission and as its Chairperson. I remain very interested in moving the city forward. I continue to serve with Localworks on the Real Estate Committee and the Activate 36 task force.

DO YOU HAVE EXPERIENCE IN THIS AREA?

Yes - have served on the Localworks Real Estate Committee

HAVE YOU EVER SERVED, OR ARE YOU CURRENTLY ON A BOARD/COMMISSION/COMMITTEE AND IF SO, WHICH ONE? HOW LONG?

Park and Recreation Commission as its Chairperson. I don't remember how long I served total - I think for 2-3 years.

ARE THERE ANY CONFLICTS WHICH WOULD INTERFERE WITH REGULAR ATTENDANCE OR DUTIES?

No

PRINT NAME

Kevin Hood

ADDRESS

3850 Garland Street

HOME PHONE 303-881-2110

BUSINESS PHONE 303-881-2110

E-MAIL ADDRESS kevin@krhood.com

☒ Checking here completes your application, constitutes your signature and affirmation that the statements made are true.

APPLICATION WILL BE KEPT ON FILE FOR ONE YEAR
City Clerk's Office, 7500 W. 29th Ave., Wheat Ridge CO 80033

Submit