

# **AGENDA**

## **CITY COUNCIL MEETING CITY OF WHEAT RIDGE, COLORADO 7500 WEST 29<sup>TH</sup> AVENUE, MUNICIPAL BUILDING**

**December 11, 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 October 23, 2017**

### **PROCLAMATIONS AND CEREMONIES**

Senior Driver Awareness Week

### **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**

### **PUBLIC HEARINGS AND ORDINANCES ON SECOND READING**

1. Council Bill 19-2017 – amending Chapter 26 of the Wheat Ridge Code of Laws regarding Small Cell Commercial Mobile Radio Service (CMRS) Facilities
2. Council Bill 20-2017 – approving a Radio Tower Space License Agreement between the City of Wheat Ridge and DMR Networks, Inc.

**PUBLIC HEARINGS AND ORDINANCES ON SECOND READING cont.**

3. Council Bill 21-2017 – Amending Section 22-66 of the Wheat Ridge Code of Laws regarding Use Tax applied to Construction Equipment and Credit for Sales or Use Tax previously paid to another Municipality

**DECISIONS, RESOLUTIONS AND MOTIONS**

4. Resolution 47-2017 – approving a Memorandum of Understanding concerning withdrawal Management Services by and between Jefferson Center for Mental Health, Jefferson County and the Cities of Arvada, Edgewater, Golden, Lakewood, Wheat Ridge and Westminster
5. Resolution 46-2017 – approving a Dispatcher Transition and License Agreement with the Jefferson County Communication Center Authority
6. Motion to approve payment to the Jefferson County Communications Authority in the amount of \$645,747 for E-911 Call-Taking and Police Radio Dispatch Services
7. Motion to Appoint Elected Officials to Outside Agencies

**CITY MANAGER'S MATTERS**

**CITY ATTORNEY'S MATTERS**

**ELECTED OFFICIALS' MATTERS**

**ADJOURNMENT**

# **CITY COUNCIL MINUTES**

**CITY OF WHEAT RIDGE, COLORADO**  
**7500 WEST 29<sup>TH</sup> AVENUE, MUNICIPAL BUILDING**

**October 23, 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	George Pond	Larry Mathews	Genevieve Wooden

Absent: Kristi Davis (excused)

Also present: City Clerk, Janelle Shaver; City Attorney, Jerry Dahl; Parks and Recreation Director, Joyce Manwaring; Public Works Director, Scott Brink; City Treasurer, Jerry DiTullio, other staff, guests and interested citizens.

### **APPROVAL OF MINUTES of the Regular City Council Meeting of September 25, 2017 and Study Session Notes of October 2, 2017**

Without objection, the Minutes of the Regular City Council Meeting of September 25, 2017 and Study Session Notes of October 2, 2017 were approved as published.

### **PROCLAMATIONS AND CEREMONIES**

Mayor Jay read a proclamation honoring Glory of God Lutheran Church, 12200 W. 38<sup>th</sup> Ave., at it celebrates its 35<sup>th</sup> year in Wheat Ridge. The proclamation listed some of the numerous acts of generosity contributed to the community over the years by the congregation. They were congratulated and applauded for 35 years of community dedication and service. Connie Bartram and Lynne Rasex were present to receive the proclamation. Ms. Bartram, church historian, thanked the City for the recognition.

### **CITIZENS' RIGHT TO SPEAK**

**Dorothy Archer** (WR) distributed to Council a map showing that three-fourths of east Wheat Ridge is labeled as zone 2 -- the subject of the November 20 study session. She noted the Gazette that just came out has nothing about it, and is concerned that an article in the Gazette will come out only three days before this important issue is discussed. She suggested Council would be uncomfortable if every homeowner in Wheat Ridge wasn't aware of this. ~ She thanked Monica Duran and Larry Mathews for reaching out to citizens and holding an open meeting to listen to people's concerns. Surely councilmembers will not want to rely on their own opinions and not know how citizens feel before they address this issue. ~ She spoke for citizens who do not favor 35 foot, flat roofed houses; they believe 25 feet, with a 15 foot bulk plane is more compatible. She

has driven all over the city and found very few 3-story houses. She asked why we need 3-story houses five feet from our fence, when most of the houses on the east side are ranch style or bungalows.

**Vivian Vos** (WR) applauded the Council for each stating the reasons they voted the way they did on the results of the executive session two weeks ago. ~ She thanked Councilmembers Duran and Mathews for the bulk plane meeting they held on Saturday. About 26 people were there. She learned a lot and heard from the citizens that are disappointed on several issues in the city. ~ She encouraged people to vote and get their ballots in.

### **APPROVAL OF AGENDA**

Motion by Councilmember Urban to postpone Item 1 until such time as the full council is present; seconded by Councilmember Mathews.

Responding to Councilmember Pond, Ms. Manwaring informed Council that rescheduling would be in late November or early December, and would impact the pool and park openings set for May and July 2018.

Responding to Councilmember Wooden, Ms. Manwaring listed the opportunities for public input as the organization of 5 or 6 focus groups and an open house at the Anderson Building the first week of June, a pop-up event at the concert in the park on Aug 2, and a community meeting in October. She added that the master plan advisory committee contained 3 citizens.

Councilmember Hoppe noted citizens were present to comment on this agenda item and she believed Council should move forward.

Councilmember Fitzgerald thought Council should move forward because this is already a "reschedule".

Councilmember Urban submitted that this was always scheduled to be heard this night. His concern is that the other District II councilmember, Ms. Davis, was fairly vocal at the study session with her concerns about the design; given her absence that discussion will not be possible.

Councilmember Mathews recalled that additional information was requested at the study session and Council was informed it would take a couple of weeks. He expressed surprised that this is on the agenda.

Mayor Jay said staff hurried to get the plan on tonight's agenda because of the time schedule. She expressed no concern with Ms. Davis' absence since a quorum was present.

Upon request Councilmember Urban restated his motion to reschedule Item #1 until November 13 or the earliest available meeting.

Motion failed 3-4, with Councilmembers Wooden, Fitzgerald, Pond and Hoppe voting **no**

**DECISIONS, RESOLUTIONS AND MOTIONS**

1. Resolution 39-2017 – a resolution approving Anderson Park Master Plan

Councilmember Wooden introduced Item No. 1.

**Staff presentation**

Joyce Manwaring introduced the consultants: Paul Kuhn from MIG, the landscape architects, and Craig Bouch from Barker, Rinker, Seacat Architects

Paul Kuhn reviewed the elements of the project as presented in the study session. He gave an overview of the public outreach process as presented in the study session, details of which had been posted on the City's website. New information included:

- Following the community workshop emails were received about the bike skills area.
- A public open house was held October 10 – at which time the baseball issue came up and there were comments about connectivity and improving access to the park. There were also questions about creek access, flooding and night lighting.

He repeated the notification process for public input opportunities and reviewed attendance and participation.

- 37 people came to the focus groups; 21 were citizens.
- The masterplan advisory group included 3 citizens and 9 staff.
- 24 people signed into the open house, but likely 30 people attended.
- The pop-up locations had about 45 -50 people total at the two locations.
- The community meeting had 14 people.

He described the exercises that were conducted at the various public input events.

- Top ranked for amenities were a large amphitheater/performance space; small and large access to the creek (like in Golden or Breckenridge); a bike park/bike skills area; medium sized amphitheater; skating rink (cut due to operational and maintenance concerns); universal access; nature play; outdoor education; a zip line; large picnic shelter like we have now; walking trails; large multi-use turf area

He noted that in the future no lights would be added on any of the fields.

- Comments included concerns about restrooms (too close, need improvement) and inadequate parking and car circulation; pool and soccer field are well-loved; the openness of the park is liked (don't fill it with program elements); desire for public art.

He explained how the community workshop (pop-up event) was conducted.

- Two tents with identical information about the locker room renovation; several park concepts presented; solicited suggestions for a wish list.
- Concept #1 was most popular due to expanded playground and added picnic shelter.
- Concept #2, with bike skills area, was popular with parents and middle aged youth.
- Concept #3 had the concert area south of the proposed multi-use field. Unpopular.
- Suggested (if money was available) were additional creek access, more picnic shelters, more sidewalks and paths, expanded play area, and bike skills area.

He went through the various prioritization tallies for some of the design elements.

He went through the Preferred Concept Plan.

- Design objectives included the bond promises, input from the community participants, the needed infrastructure upgrades, making sure no major elements would be in the flood plain, and long term operations and maintenance.
- Design elements include
  - Refurbishing the parking lots, adding a drop off at Anderson Bldg entrance,
  - Added performance stage/group picnic just south and west of where it is now,
  - Add two creek access points
  - Maintain Parks/Forestry building, Anderson Building and bathhouse, pool complex, the east-west soccer field, the north parking lot and turf area, basketball court
  - Multi use field to replace the baseball field
  - A place is available east of the south parking lot for the bike skills facility
  - Additional connectivity and crosswalks included
  - Reconfigured and improved parking lots
  - Bus drop-off and pick-up at the Anderson Building
  - Multi-use field to be flat, with natural grass. No lighting for games or special events.
  - Raised pavilion to be dual use – for picnics and as a concert stage

He presented the Alternate Concept Plan.

- It's the same plan with the baseball field retained and the light poles removed.
- Minor realignments of path along creek
- Second picnic shelter moved closer to trees where it could support the bike park.
- The park functions equally well with either concept plan. It's just a matter of choice.

Cost for the Preferred Concept Plan is \$2,333,381 for everything – demo and build.

- Bid alternates include expanding the play area, adding a picnic shelter, and adding more 8 foot sidewalks – if funds are available.
- There would be a savings if the multi use field is deleted and baseball field is retained. Estimating the savings would take a couple of weeks, but it would be a decent savings.

Craig Bouch walked through the changes to the Anderson Bldg/Pool complex.

Bathhouse: Gutted, rebuild men's and women's and add a family locker room, increase capacity to each area, redo roof, all plumbing, fixtures and ventilation. Small guard space added to south west corner of the bathhouse. Janitorial/mechanical spaces to remain.

Link: Put the reception desk in the current lobby area, include some air conditioning.

Anderson Bldg: Replace roof and siding, add insulation and windows, sq ft not increased. Interior spaces remain the same but upgraded. Bathrooms removed and replaced with one ADA universal bathroom. Provide a lobby space outside the main gym. Fitness room to remain with upgrades. Transform old parks office space into a multipurpose room. Minor reorganization for storage area. Improve lighting and flooring.

- Siding to be better metal siding with a better color
- Added windows to be high and out of play; will bring in natural light.
- Large garage door added on east side to connect events

Exterior: New paint scheme to unify all three buildings. Architectural unification.

Bathhouse: add decorative elements. Add some signage. New lifeguard room same color as Anderson Building. Hope to add shade and outdoor seating near entrance.

#### Costs

Mr. Bouch went through a lengthy explanation of the method used for cost projections. He also went through a list of priorities for the improvements and a list of things that would be eliminated -- should costs run too high.

#### Schedule

Contracts need to be in place by 12/31/17 so design can start 2/1/18.

Documents to be complete by 7/1/18, with construction to start after Labor Day 9/1/18.

Plan to have bathhouse and Anderson Bldg operational by Memorial Day 2019.

#### Council Questions

Councilmember Mathews received confirmation of the following:

- Keeping the baseball field would be less expensive.
  - Both Plans remove the lights.
  - New (improved) baseball field lights would cost around \$300K.
  - No option was ever presented to the public that included keeping the baseball field.
- He asked why the materials costs are changing mid-project. He was told the materials are subject to inflationary costs, so a mid-point was used.

Mayor Jay called for the motion.

#### Public Comment

**Don Ryan** (WR) lives across the creek from the baseball field. He is amazed they want to take out a lighted field and replace it with multi-use. Baseball is the soul of sports. He likes the field, the sounds, and the light – pointing out the separation by the creek and how the trees block the lights. A past City Council paid a lot of money to put the field in. There are many other soccer fields; why pay to take this one baseball field out? Do soccer players pay, and why take out old lights before new lights are put in?

**Adam Miller** (Golden), head baseball coach at WRHS, apologized for coming in late; he just found out about this late last week. He stated this field is their freshman field; kids practice there 4-5 days a week March through May. He's not sure where else they can go for games or practice. He noted it's the only field in Wheat Ridge for 14-up with a grass infield. It's also one of the top 2-3 fields in the county and it would be tragic to lose it. He knows it has been used as a freshman facility for at least 17 years. Besides being used every afternoon by his kids, it is also used at night. He reported that youth baseball participation has increased in the last 3-5 years – 18% in the last year alone. Losing a field like this will be hard to get back. Players look forward to playing there. Losing this

field will be detrimental to the high school side, but also for kids in general. The planning for the park has been great, but he hopes the baseball field can stay.

**Eric Mapps** (Arvada), head baseball coach at Pomona High School, said he grew up in Wheat Ridge and played at Anderson Park field. He believes this baseball field is a valuable athletic facility in WR, noting there are not many field this size with grass and lights. He urged Council to choose the second option. Maintaining this field would be tremendous, because when a field like that goes away, it's awfully hard to get it back.

**Tate Shetterly** (Lakewood) said he is a third generation of families (Buehler, Coulter, Shetterly) to play at Anderson Park. Council should know it is a signature field around the state. Today, as owner of two baseball businesses, he hosts and sanctions tournaments in the area for 16-18yo amateurs. Just two weeks ago they hosted a college showcase for high school players and four team were at Anderson Park, including a team from Albuquerque, NM. The comments about the field were tremendous. He noted how the lights are the signature. This showcase brought in people from Pepperdine, Stanford and the Univ of Arizona. If the alternate plan can be chosen it will benefit everybody.

**Rolly Sorrentino** (WR), fourth generation WR taxpayer and voter, pointed out that three of the councilmembers have come to his house and asked for his vote; now he's in their house asking for their vote to save the baseball field at Anderson Park. He thinks the renovation plan is acceptable, except for the elimination of the baseball field. If the baseball field is removed the park won't be multi-use anymore. He doesn't understand why the public outreach 4-5 months ago failed to include the baseball community. Multiple baseball leagues have been using and currently use this field over the years. He told how the process with the hired consultant was skewed to deliver a predetermined outcome. Last week the consultant admitted they were ever asked to provide an alternate plan and cost estimate to include the existing baseball field. Regarding soccer fields, he noted the two soccer fields across from his house are 100% never used and a third field is occasionally used for little league football practice. He may have seen soccer on that field a few times, but it is rare. This baseball field is one of its kind in Wheat Ridge, and one of a few in Denver. This property was purchased in the 1950's for baseball fields. This field at Anderson Park has been an integral part of the fabric of Wheat Ridge for 50-60 years. As an engineer he has built sports complexes, and he will volunteer his services any way he can to help the City maintain that field-- and even upgrade it. There are significant resources out there - that aren't tax dollars - that could be used for the lights and to make upgrades. He apologized for sounding contrary; even though he has no kids who play baseball anymore this is a part of Wheat Ridge he would like to protect and help preserve any way he can.

**Guy Namiach** (WR) of the Parks and Recreation Commission questioned why, if baseball fields are so great, the previous speakers didn't ask their cities to build them. He reported that for 4½ months, not 4 ½ minutes, the community showed up and listened and planned, and rescheduled their live so they could voice their opinions about what they wanted in the park, what it should look like and how their tax and bond dollars should be spent. The councilors at the study session who voted to look at an alternate



design thought they were doing a good thing. Instead they were ignoring an entire process where so many citizens were involved, and chose to listen to three people that have been personally invited to every meeting, but declined and used old relationships to sneak in their wishes. These councilors have not only insulted the citizens who showed up for those 4 ½ months and dedicated their time and energy in the planning, they have also put the candidates in the up-coming election who have had your support in awkward situations. ~ He has spoken with citizens who worked on this project and encouraged them to come in and speak. They've told him they've been showing up for 4 ½ months and asked if our pool was only used for organized meets and by swimmers from outside the city would he support them over us? He said the field has only been used by an over-35 men's league from Denver – not Wheat Ridge, not even kids and not half of mankind; no women's leagues are using the field and that's half of the people in the city. He noted that several of the speakers who signed up to speak are not from Wheat Ridge; he wonders how they votes on 2E. ~ He noted Forbes magazine quotes a sharp decline in youth baseball – 9.09% or 4.5 million kids, with a forecast showing more of the same in the next few years. He reported that the architect was not asked to include a baseball field because no one in the community asked for one. If they had shown up for the meeting they would have known that. The people he speaks for understand it is Council's job to look at options, but they are asking for Council to listen, acknowledge the hard work by our citizens and voters, and support the design brought by the Parks and Rec Commission, the focus group, and the many that have worked so hard to be representatives of all that contributed.

**Brittany Fitzsimmons** (WR) spoke on behalf of the Wheat Ridge Avalanche Soccer Association; they use the Anderson soccer field and others around the city. Their club has doubled in the last two years and they expect to continue to grow as more families move here and they attract the North Denver soccer players. They pay for the use of the fields and attract people from around the state for competition – people who dine here. They also host club events and team parties at local establishments. They use the field Monday through Friday afternoons and evenings, August-November and February-June. On Saturdays they host 4 games at Anderson with about 120 players plus their fans. They are forced to use the baseball field in the fall and early spring for the lights because there aren't enough fields to accommodate daytime use for all teams. Since the lights will be removed they need more fields. The multi-use field will provide more practice space. She provided information about her club. ~ She observes that the City likes to create citizen groups for input and ideas, but doesn't like to use the input provided. She finds this tactic causes division and frustration because people feel their time is wasted. This group has been working on the design for Anderson for several months – only to have it changed at the last minute and their final plan disregarded. Continued use of this tactic will cause an apathetic city. She urged Council to approve the Preferred Plan.

**Rachel Hultin** (WR) listed ways she and her son have used Wheat Ridge park and recreation facilities over the years. She believes Wheat Ridge offers the best recreation opportunities around. She values the City's heritage, she participated in the planning process, and she appreciates that people have special memories. She spoke of a lady who was part of the design process and wanted to keep the baseball field. However the baseball field didn't move forward in the process; it was the community input and vision

that has determined what the park should be for the next 20 years. She asked Council to respect the input of the community. She suggested disregard of the public input would create apathy. We need more participation, not less. She's sorry the baseball community wasn't as involved in the beginning, and suggested that at the next process we address how do make everyone feel like they were part of the process. Tonight she asks Council to respect the input of the public process.

**Dick Orcutt** (WR), a resident for 53 years, noted the younger gentlemen who spoke were raised here and do have strong ties to the interests of Wheat Ridge. ~ He shared highlights of the email he sent to Council. Anderson Park may be the only facility in the greater Denver area that provides citizens with a soccer field, a swimming pool, a basketball court, exercise opportunity, sheltered picnic area, skateboarding opportunity, and a lighted baseball field all at the same location. It can and should be the crown jewel of Wheat Ridge parks. The field has been here 50 years; it is a landmark. Hundreds of players have used it, and hundreds more will use it in the future. Playing fields are on the decrease; it is hard to supply the demand for baseball fields. He respects soccer, but repeated that baseball people were left out of the process. It is a running thread that baseball people didn't know about this process and certainly weren't given invitations. He respects the people who came to all the meetings and their thoughts, but he pointed out the number of people who gave input was really not very large. Additionally, in the last two weeks he has learned of a very overplay of concentrated efforts on the part of the soccer community. He isn't against the soccer community, but noted there is a soccer field at Anderson and a baseball field. He believes they should both stay in the overall picture of the plan, and asked Council to think about the biggest picture possible.

#### Council questions

Councilmember Duran asked about revenue for the baseball field and for soccer. Staff member Jim Spaulding reported the baseball field averages around \$10K yearly in rentals from an arrangement that has existed for decades. Soccer generates \$15 per player per season. He had no figures for potential revenue from the multi-use field.

Councilmember Fitzgerald asked about payment from the WRHS freshmen. Mr. Spaulding reported the \$15 per person was collected when it was part of WR Area Baseball, but that is no longer collected since it is now part of the high school program. Regarding why baseball revenue is available but soccer revenue isn't, Mr. Spaulding reported that baseball figures are readily available because it is income from a private entity that is billed. He didn't bring revenue figures for the city soccer program; it is substantial. Regarding soccer field usage, Mr. Spaulding reported that soccer fields are used pretty much year round except for December, January, part of February and a short period in the summer when the recreation soccer fields are not used. The Avalanche uses fields about 8 months of the year.

Councilmember Mathews asked how many soccer fields we have. Mr. Spaulding reported 5 City-owned game fields, 2 game fields located on school property, and a variety of soccer practice areas set up. Mr. Mathews asked for insight about the need for more soccer fields when schools are being closed due to fewer children. Mr. Spaulding reported

there is no decrease in use for soccer fields; the City has about 500 kids a year in the recreational program and the Avalanche has 316 kids this year. The competitive program is growing; the recreation program is static.

Mr. Spalding reported finding in his notes that the City collected over \$7,000 from the Avalanche last year. Yes, it covers the use of several fields. He didn't know what the portion would be for use of the Anderson field.

Councilmember Urban asked which soccer fields are on school property. Per Mr. Spalding the City uses one small soccer area at Stevens, and some soccer practice fields at Wilmore-Davis. The City has never used Sobesky, and Martensen is unavailable now.

Councilmember Hoppe asked if there is a softball field in the city that could be converted to a baseball field. Ms. Spalding said the closest possibility, Panorama East, probably doesn't have enough space for it.

Councilmember Pond asked how many girls' teams play at the Anderson baseball field? None. Can we rent out the open space in the outfield? We do rent out that space. The measurements for the infield are specific to baseball.

**Motion** by Councilmember Wooden to approve Resolution 39-2017, a resolution approving Anderson Park Master Plan; seconded by Councilmember Hoppe.

Motion by Councilmember Mathews to amend the adoption of Resolution 39-2017 to adopt the Preferred Renovation Plan Alternate with lighted baseball; seconded by Councilmember Duran.

Mr. Dahl advised this was an appropriate motion and explained it to the mayor. Ms. Manwaring clarified that this motion would add lights to the alternate plan.

There was discussion on the amendment.

Councilmember Pond believes the public process was fair. He knows this is a loss for baseball, but he doesn't think it's prudent to have a space that has only one use. There is high demand on our fields and we don't have enough of them. We can't afford to have a space that has only one use. Also, since no women's baseball is being played on this field his girls are out of luck. He supports flexibility so his girls can play there. ~ He offered the compromise of a softball field that could be used by both genders and all ages, but no one was interested. ~ He noted the proposed multi-use field is a table top – not a soccer field; it is the *other* soccer field at Anderson that is a game field. ~ He made the point that an objective of the 2E bond process was to create multiple uses beyond athletics – for festivals and community-building. We can't expect citizens and commission members to continue to serve if we dishonor them by taking a thinly attended study session and turning everything around. He understands the sentiment, need and uses for a baseball field, but this is a balancing act. He won't support the amendment.

2:05

Councilmember Hoppe wasn't at the study session, but listened to the audio tape. She doesn't think baseball is a prudent use of this space, because there are other needs. She doesn't think a long process should change at 11<sup>th</sup> hour. She suggested staff look at other places for a baseball field.

Councilmember Fitzgerald offered that he responded emotionally at the study session because he likes baseball. He has now changed his mind. He doesn't think the process was exactly right since keeping the baseball field was not presented as an option; to him this invalidates the process. He wishes the City had been neutral about what was presented. However he feels people need to participate and the City bent over backwards to include people. He is sorry people feel they didn't have a chance to participate, but it's their responsibility to figure that out. He has to honor people who made choices even if the process wasn't perfect. He must compromise because the most important thing to him is to stay on schedule and not delay the project. There will be no lights either way. He read the original ballot language which makes no mention of any kind of field.

Councilmember Urban doesn't see this as baseball vs soccer, but as being about compromise. Although there was a robust public input process, it's important that a significant portion of the recreation community (baseball) was told up front that their choice of field use would not be included. No option with a baseball field was even presented to the public. He noted the park contains many other amenities and that many good ideas came from the input process. He would like to compromise on one aspect of this entire masterplan since one user group was shut out of the process. He is concerned that we'd be taking out the only baseball field in Wheat Ridge when there are other multi-use fields available at schools. The consultant indicates that keeping the baseball field is less expensive; the baseball field produces more income than soccer; and it provides the opportunity to bring in people from outside the City. He added that compromise is taking a little bit from everybody. He encouraged all to come together.

Councilmember Duran respects the process and the people who participated, but there was a large section of citizens who didn't participate for several reasons. There are a lot of voices to be heard. Keeping the baseball field doesn't scrape the whole plan; it keeps all the other great ideas that people worked hard on. She believes keeping the baseball field is a great compromise – that the concerns and desires of the people who spoke up recently cannot be dismissed, and there is a need to consider the entire picture. She respects the last 4 ½ months and what the baseball folks have to say.

Councilmember Wooden talked about the meetings and the process, noting there was lots of advertising and this issue of people coming at the last minute saying they didn't know is not new. This was an open process; she doesn't believe anyone was shut out. People made the choice not to show up. She doesn't agree that the process was flawed and proposed that the facts prove otherwise. She recalled an earlier discussion in which it was made clear up front that the baseball field would be replaced with a multi-use field. She suggested this isn't a battle between soccer and baseball, but an issue of how to use space to benefit the most people. She noted all sports pay so the argument that baseball pays and others don't is invalid.

Councilmember Mathews recalled the early discussion about Anderson Park and 2E led him to believe that the baseball field was underutilized – only serving out-of-town folks once in a while, and that half the time no lights were on and no one was using it. He didn't know about the history or the need for baseball fields, and he regrets not asking about it. ~ He recalled seeing this before in the city -- how at times things are predetermined – how only certain facts are brought out, just facts that support one direction. He believes we should fight against that – in this and in other situations. ~ He believes had there been better due diligence in informing the baseball field users that the plan was to remove it, more of them would have participated. He was 50-50 when he came tonight, but after hearing more people talk about the field, it reminded him why the Baugh House was saved – because it's our history. He doesn't want to erase 50 years of history – especially when there are other alternatives. Keeping the baseball field won't jeopardize soccer and lacrosse; all the sports have coexisted a long time. ~ He also suggested we should have been marketing this field better all along. He thinks that effort was not made and that it was omitted as an option – hoping it would quietly go away. He appreciates the people who came in, but reminded them when the majority wants to they can even ignore a vote of the people. He promised to do better asking significant questions earlier. He now believes the baseball field should be kept – that preserving this asset will be the bigger service to our city. He suggested future changes could be made to the fencing to offer access to the outfield for alternate uses. Once it is gone, there will never be money to build another one. He cautioned the vote is to compromise or to end part of our history.

Motion to amend failed 3-4, with Councilmembers Wooden, Fitzgerald, Pond and Hoppe voting no.

The City Attorney clarified for Councilmember Pond that the resolution for the Preferred Plan includes removal of the baseball field.

Councilmember Urban asked for clarification of the total cost of the Masterplan as presented. Ms. Manwaring reported the total cost of the Preferred Masterplan is \$5,401,701, and that the additional funds needed (beyond the \$4M from 2E) would come from the 2018 and 2019 Open Space Fund and Conservation Trust Fund.

Main motion carried 4-3, with Councilmembers Mathews, Urban and Duran voting no.

2. Motion to award a contract to Diaz Construction Group LLC, Lakewood CO., in the amount of \$150,750 for Anderson Park Waterline Project

The domestic water line in Anderson Park was installed in the 1970's. It has failed and been repaired in multiple places over the last several years. Recent repairs indicate that it is time to replace it. The new Valley Water District system will service the outdoor pool bathhouse, the Anderson Building, the outdoor restroom and the Parks Operations Shop. Diaz Construction Group was the low bidder.

Councilmember Mathews introduced Item No. 2

Staff Presentation

Ms. Manwaring noted this is the first step in the renovation process for Anderson Park.

There were no questions from Council or discussion.

**Motion** by Councilmember Mathews to award a contract to Diaz Construction Group LLC, Lakewood, Colorado, in the amount of \$150,750 for the Anderson Park waterline project; seconded by Councilmember Wooden;

Councilmember Urban asked if this \$150K was included in the \$5.4M for the Anderson Park project. Ms. Manwaring reported that it is not included in the \$5.4M, and yes, it will come out of the 2E funds. She concurred that the \$5.4M figure does not include the water line or the Masterplan consultant fees. She knows of no other costs that relate to the Anderson Park renovation.

Motion carried 7-0.

**3. Resolution 40-2017 – a resolution adopting the City of Wheat Ridge Americans with Disabilities Act Transition Plan**

The ADA Transition Plan will provide guidance to improve accessibility in the City right-of-way (ROW) that is in accordance with Title II of the Americans with Disabilities Act. Alfred Benesch & Company was contracted for \$43,247.60 to complete the Plan.

Councilmember Fitzgerald introduced Item No.3.

Staff Presentation

Scott Brink introduced Jess Hastings from Alfred Benesch and Steve Nguyen, City Engineering Division Manager. Mr. Brink gave some brief highlights. Earlier in the year the final draft of the plan had been presented to Council by the consultant. Other information has since been included from public meetings. Main components include:

- A self-evaluation of the City's current practices, guidelines, standards, policies, and consideration for future ROW use to minimize or eliminate barriers to accessibility.
- Designating the Department's ADA Coordinator and their role and responsibilities.
- Developing a formal ADA complaint procedure.
- Performing public involvement to seek input on the Transition Plan and accessibility.
- Serve as guidance to development of a multi-year program to correct deficiencies, based on a prioritization method.

He noted the Plan is subject to periodic review and update.

Council questions

Councilmember Urban commented on the large number of spelling errors and missing letters and words throughout the document. Mr. Brink said staff and the consultant will do a final edit before it is posted on the website.

Councilmember Mathews asked if this unfunded federal mandate, with the plan and any schedules, falls in line with the City's CIP budget. Mr. Brink reported the main thing is that we make a concerted effort to address the deficiencies. We have designated an amount of money each year for ADA; this year it's \$50K. We also try to correct deficiencies when other projects happen.

**Motion** by Councilmember Fitzgerald to approve Resolution No. 40-2017, a resolution adopting the Americans with Disabilities Act Transition Plan; seconded by Councilmember Wooden.

Councilmember Urban announced he would be dedicating his vote to his father-in-law, who spent the majority of his life in a wheel chair. From him he understands and appreciates the importance of accessibility.

Motion carried 7-0.

## **CITY MANAGER'S MATTERS**

### **CITY ATTORNEY'S MATTERS**

Mr. Dahl repeated his seasonal advice about the use of social media by elected officials during elections. Elected officials can do whatever they want on their own social media sites. They are elected and they can use that title. Use of the city logo is permissible; it implies no endorsement by the City and costs the City no money. Elected officials cannot use city funds to urge voters to vote for or against something, but they can use their own funds and set up their own sites to promote their views. Also, hot links are used all the time; it spends no city funds and is not a concern.

### **ELECTED OFFICIAL'S MATTERS**

**Jerry DiTullio** reported on the most recent financial report on the roofing expenses and revenues. ~ He noted that on November 13 Council would be approving the first bond payment for \$3M. ~ He thanked everyone on this and previous City Councils and Housing Authorities who made the Fruitdale Lofts possible.

**Janelle Shaver** recalled that when Barker, Rinker, Seacat did the Recreation Center she and Mr. DiTullio were on City Council. She told that prior to the design being done, many, many public meetings were held – including at least one in each council district and at least one citywide meeting in Council chambers. Councilmembers attended them; they were advertised and announced at Council meetings. There was no Facebook and no large recreation mailing list of 4,000 at that time, but the attendance was huge -- much, much better than any of these meetings for Anderson Park.

**Monica Duran** reported that she and Councilmember Mathews had hosted a meeting the previous Saturday on bulk plain and residential height restrictions. Attendance was good. A survey was taken at the meeting; she asked if Council would approve putting it on the website (for those who couldn't attend), collecting that data and providing it for the Nov 20<sup>th</sup> meeting.

- Councilmember Hoppe expressed that if height is going to be addressed, she wants to have it addressed in all zones. She'd like to see about removing height limits.
- Councilmember Pond said he isn't ready to have this be on the website because it doesn't explain things like bulk plain. Ms. Duran was very agreeable to including that information on the survey. She just wants to hear what people have to say.
- Councilmember Fitzgerald thinks this is reconsidering a decision, so he's not in favor of it. There is no point to it. If it's about height, he thinks that is about design standards and should have a separate public process.
- Councilmember Wooden likes the idea of a survey but doesn't support using a survey that was created by Councilmembers Duran and Mathews.
- Councilmember Urban noted that several graphics about bulk plain are already available on the website, and people can google bulk plain. He expects if someone is bothering to take a survey about bulk plain standards they already are familiar with the issue and are smart enough to take the survey. He think the additional survey information would be helpful for the discussion on Nov 20<sup>th</sup>.
- Councilmember Mathews noted that Council addressed this only for R-3 and R1-C, which is mostly in District 1. We said we'd come back and revisit this issue city-wide to create some comprehensive guidelines for all residential zones, but we haven't.

Further discussion ensued.

Ms. Duran reworded her consensus to provide for councilmember to submit questions to the City Manager and have staff prepare the survey with diagrams and descriptions. Mr. Dahl explained a way that could be accomplished by gathering questions from councilmembers and adding them to the survey for Nov 20. That consensus passed by a vote of 6-2

**Janeece Hoppe** announced the audio from the October 16 study session will be available on the website. Clerk Shaver confirmed that a CD of the audio was prepared and given to the videographer; he can and will make it available. ~ Ms. Hoppe reminded everyone it was still Domestic Violence Awareness Month. If anyone would like to help DV victims they should contact The Family Tree. ~ She received **consensus** to have staff report back with another location for a competitive baseball field with grass infield and raised pitcher's mound, and include cost estimates. ~ She offered thanks to Joyce Jay and Genevieve Wooden for all the time and effort they've put into the community; they will be missed.

**Zach Urban** announced that Trunk orTreat would be this Saturday at 4:00PM. Additional candy is still needed. Rickoli Brewery has a special treat for people who drop off candy there. ~ He announced the Optimists Pancake Supper is this Thursday at 5PM at the high school. ~ He recognized the passing of Tyler Tapiaro, an Eagle Scout and Explorer Scout who worked in the City of Wheat Ridge. He was a great young man and a friend of his; he passed away this weekend. He sends his condolences to the family.

**George Pond** commended Ms. Wooden and Ms. Jay for the amazing amount of work they have done in the community. He hopes they both remain engaged.



**Tim Fitzgerald** said he appreciates how the mayor has spent time representing our City. He is impressed and awed by the amount of time put in. He is also impressed with what Genevieve Wooden did with the educational alliance. The thanked them both and agreed he would miss them too. ~ He announced that Fruitdale Lofts still has vacancies for rent controlled units.

**Larry Mathews** still believes that fees are a tax, so regarding all the money that has been taken in for permits – he advised we not take this windfall for granted, and get all “spendy” on ourselves, but rather decide conservatively how we will use the excess cash.

**Genevieve Wooden** thanked people for their comments. She wishes more people could have the opportunity to serve on Council. It’s been a great experience to have this perspective.

**Joyce Jay** said it has been a pleasure representing the City and she is proud the City is doing so well. She thanked everyone for being with her. She praised Ms. Wooden for the amazing things she did with the education alliance and said it’s been a total pleasure working with the staff.

The City Council Meeting was adjourned at 10:24 p.m.

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Janelle Shaver, City Clerk

APPROVED BY CITY COUNCIL ON December 11, 2017

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Tim Fitzgerald, 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.

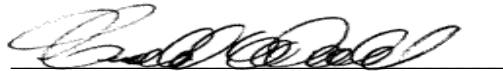
**REQUEST FOR CITY COUNCIL ACTION**

**TITLE: COUNCIL BILL NO. 19-2017 – AN ORDINANCE AMENDING CHAPTER 26 OF THE WHEAT RIDGE CODE OF LAWS REGARDING SMALL CELL COMMERCIAL MOBILE RADIO SERVICE (CMRS) FACILITIES**

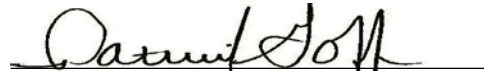
- ☒ PUBLIC HEARING  
☐ BIDS/MOTIONS  
☐ RESOLUTIONS

- ☐ ORDINANCES FOR 1<sup>ST</sup> READING (11/13/2017)  
☒ ORDINANCES FOR 2<sup>ND</sup> READING (12/11/2017)

QUASI-JUDICIAL:

☐ YES☒ NO

City Attorney



City Manager

**ISSUE:**

During the 2017 Colorado state legislative session, the legislature adopted, and the governor signed, House Bill 17-1193 pertaining to small cell wireless service infrastructure. As it pertains to local governments, the bill does two significant things:

1. Makes such facilities a use-by-right in all zoning districts; and
2. Allows them to locate in public rights-of-way (ROW) and on utility and traffic signal poles in those locations, and in public utility easements, with some limitations and subject to City review and approval.

City Council adopted local regulations on June 12, 2017 pertaining to the design parameters and approval processes for such facilities. An amendment is necessary to the definition of “small cell facility” to eliminate the potential for any large cellular facility to be considered a “small cell” facility.

**PRIOR ACTION:**

On June 12, 2017, Council approved Ordinance No. 1621 – an Ordinance amending Chapter 26 of the Wheat Ridge Code of Laws to Regulate and Allow Small Cell Commercial Mobile Radio Service (CMRS) Facilities.

**FINANCIAL IMPACT:**

None

**RECOMMENDATIONS:**

Staff recommends approval of the ordinance, which amends the definition of “small cell facility.” This amendment is necessary to eliminate the potential for any large cellular facility to be considered a “small cell” facility. This is important because only small cells are allowed in public rights of way under the state legislation. This amendment will resolve any internal inconsistencies in the Code between the intent of both the original Ordinance No. 1621 and the recent state legislation, and the specific wording contained in the original definition.

**RECOMMENDED MOTION:**

“I move to approve Council Bill No. 19-2017, an ordinance amending Chapter 26 of the Wheat Ridge Code of Laws regarding small cell commercial mobile radio service (CMRS) facilities on second reading and that it takes effect upon adoption.”

Or,

“I move to postpone indefinitely Council Bill 19-2017, an ordinance amending Chapter 26 of the Wheat Ridge Code of Laws regarding small cell commercial mobile radio service (CMRS) facilities for the following reason(s) \_\_\_\_\_.”

**REPORT PREPARED/REVIEWED BY:**

Gerald Dahl, City Attorney

Patrick Goff, City Manager

**ATTACHMENTS:**

1. Council Bill No. 19-2017
2. Ordinance No. 1621

**CITY OF WHEAT RIDGE, COLORADO**  
**INTRODUCED BY COUNCIL MEMBER DOZEMAN**  
**COUNCIL BILL NO. 19**  
**ORDINANCE NO. \_\_\_\_\_**  
**Series 2017**

**TITLE: AN ORDINANCE AMENDING CHAPTER 26 OF THE WHEAT RIDGE CODE OF LAWS REGARDING SMALL CELL COMMERCIAL MOBILE RADIO SERVICE (CMRS) FACILITIES**

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

**WHEREAS**, pursuant to its home rule authority and C.R.S. § 31-23-101, the City, acting through its City Council (the "Council"), is authorized to adopt ordinances for the protection of the public health, safety or welfare; and

**WHEREAS**, in the exercise of this authority the Council has previously adopted Section 26-215 of the Wheat Ridge Code of Laws ("Code") concerning commercial mobile radio service; and

**WHEREAS**, the Council recently amended Section 26-615 of the Code to address changes in law regarding telecommunication facilities and to make conforming amendments in connection therewith; and

**WHEREAS**, the Council finds that a minor amendment to Section 26-615 of the Code is necessary to properly limit the definition of "small cell" wireless facility.

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

**Section 1.** Section 26-615(l) of the Code is hereby amended as follows:

*Small Cell CMRS Facility ~~means either:~~*

- ~~1. A personal wireless service facility as defined by the Federal Telecommunications Act of 1996, as amended as of August 6, 2014; or~~
- ~~2. A wireless service facility that meets both of the following qualifications:~~
  - ~~a. 1. Each antenna is located inside an enclosure of no more than three cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than three cubic feet; and~~
  - ~~b. 2. Primary equipment enclosures are not larger than seventeen cubic feet in volume. The following associated equipment may be located outside of the primary equipment enclosure and, if so located, is not included in the calculation of equipment volume: electric meter, concealment,~~

telecommunications demarcation box, ground-based enclosures, back-up power systems, grounding equipment, power transfer switch, and cut-off switch.

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

**Section 3. Effective Date.** This Ordinance shall take effect upon adoption and signature by the Mayor and City Clerk, as permitted by Section 5.11 of the Charter.

**INTRODUCED, READ, AND ADOPTED** on first reading by a vote of 8 to 0 on this 13<sup>th</sup> day of November, 2017, ordered published in full in a newspaper of general circulation in the City of Wheat Ridge, and Public Hearing and consideration on final passage set for December 11, 2017 at 7:00 p.m. in the Council Chambers, 7500 West 29<sup>th</sup> Avenue, Wheat Ridge, Colorado.

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

SIGNED by the Mayor on this \_\_\_\_ day of \_\_\_\_\_, 2017.

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

ATTEST:

\_\_\_\_\_  
Janelle Shaver, City Clerk

Approved as to Form

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

First Publication: November 16, 2017

Second Publication:

Wheat Ridge Transcript

Effective Date:

Published:

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

CITY OF WHEAT RIDGE, COLORADO  
INTRODUCED BY COUNCIL MEMBER WOODEN  
COUNCIL BILL NO. 09  
ORDINANCE NO. 1621  
Series 2017

**TITLE: AN ORDINANCE AMENDING CHAPTER 26 OF THE WHEAT RIDGE CODE OF LAWS TO REGULATE AND ALLOW SMALL CELL COMMERCIAL MOBILE RADIO SERVICE (CMRS) FACILITIES**

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

**WHEREAS**, pursuant to its home rule authority and C.R.S. § 31-23-101, the City, acting through its City Council is authorized to adopt ordinances for the protection of the public health, safety or welfare; and

**WHEREAS**, in the exercise of this authority the Council has previously adopted Section 26-615 of the Wheat Ridge Code of Laws concerning commercial mobile radio service facilities; and

**WHEREAS**, the Council wishes to amend Section 26-615 to address changes in state law affecting “small cell” facilities and to make conforming amendments in connection therewith;

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

**Section 1.** Section 26-615 of the Code, concerning commercial mobile radio service facilities, is hereby amended as follows:

**Sec. 26-615. – Commercial mobile radio service (CMRS) facilities.**

A. *Purpose and intent.* The purpose and intent of this section 26-615 is to accommodate the communication needs of residents and businesses while protecting the public health, safety, and general welfare of the community. These regulations are necessary in order to:

1. Facilitate the provision of wireless telecommunication services to the residents and businesses of the city.
2. Minimize adverse impacts of facilities through careful design, siting and screening standards.
3. Encourage and maximize colocation and the use of existing and approved towers, buildings, and other structures to accommodate new wireless telecommunication antennas in order to reduce the number of towers needed to serve the community.
4. Provide specific regulations related to the review processes for CMRS facilities.

5. Align the review and approval process for CMRS facilities with the FCC and any other agency of the federal government with the authority to regulate CMRS facilities.
- B. *Applicability.* The standards contained in this section shall apply to all applications for any CMRS facility. The applicant shall demonstrate in writing that its proposed CMRS facility meets all applicable standards and provisions of the code. Pre-existing CMRS facilities shall not be required to meet the requirements of this section, other than the requirements of subsection E. Changes and additions to pre-existing CMRS facilities must meet the applicable requirements of this section.
- C. *Review and approval process.* Proposed CMRS facilities shall be reviewed pursuant to the following procedures depending upon the facility type and/or proposed change:
1. Review procedure
    - a. Building- or structure-mounted facilities in all zone districts shall be reviewed by the community development department through a building permit application for compliance with the requirements for such facilities.
    - b. Roof-mounted facilities in all zone districts shall be reviewed by the community development department through a building permit application for compliance with the requirements for such facilities.
    - c. New freestanding or alternative tower CMRS facilities must receive a special use permit, pursuant to sections 26-114, 26-204 and 26-1111.
    - d. New freestanding or alternative tower CMRS facilities in all planned development zone districts (including planned residential districts) unless specifically listed or shown as such in the outline development plan, also require amendment of the outline development plan pursuant to Article III. At the sole discretion of the community development director, new freestanding or alternative tower CMRS facilities may be reviewed as a special use pursuant to sections 26-114, 26-204 and 26-309.
    - e. Applications for colocation on any existing facility shall be reviewed by the community development department through a building permit application for compliance with the requirements for such facilities.
    - f. **SMALL CELL CMRS FACILITIES AND NETWORKS IN PUBLIC RIGHTS-OF-WAY AND EASEMENTS SHALL BE REVIEWED BY THE PUBLIC WORKS DEPARTMENT AND SHALL REQUIRE A PERMIT UNDER SECTION 21-101, ET. SEQ..**
    - g. **SMALL CELL CMRS FACILITIES AND NETWORKS ON PRIVATE PROPERTY SHALL BE REVIEWED BY THE COMMUNITY DEVELOPMENT DEPARTMENT THROUGH A BUILDING PERMIT APPLICABLE FOR COMPLIANCE WITH THE REQUIREMENTS FOR SUCH FACILITIES.**
  2. Approval process
    - a. The city shall review and act upon the application within the following time periods:

- i. Within 30 days the city will give written notice of incompleteness if so determined, specifying the code section(s) that requires such missing information. This determination pauses the remaining deadlines until a complete application is filed.
- ii. Within 60 days the city will act on applications that are not a substantial change.
- iii. Within 90 days the city will act on **APPLICATIONS FOR SMALL CELL FACILITIES OR** colocation applications that are not a substantial increase in the size of a tower.
- iv. Within 150 days the city will act on applications for new CMRS facilities, colocation applications that are a substantial increase in the size of the tower or substantial increase of an existing CMRS facility.

- b. The final action of the city on any CMRS application shall be in writing and shall advise the applicant of the reasons for approval, approval with conditions, or denial.

D. *Standards for all CMRS facilities.* The following are standards for all CMRS facilities.

- 1. Colocation. The shared use of existing freestanding or roof-mounted CMRS facilities shall be preferred to the construction of new facilities in order to minimize adverse visual impacts associated with the proliferation of towers.

- a. No CMRS application to construct a new freestanding or roof-mounted CMRS facility shall be approved unless the applicant demonstrates to the reasonable satisfaction of the city that no existing CMRS facility within a reasonable distance, regardless of municipal boundaries, can accommodate the applicant's needs. Evidence submitted to demonstrate that no existing facility can accommodate the applicant's proposed CMRS facility shall consist of one or more of the following:

- i. No existing CMRS facilities are located within the geographic area required to meet the applicant's coverage demands.
- ii. Existing CMRS facilities or structures are not of sufficient height to meet the applicant's coverage demands and cannot be extended to such height.
- iii. Existing CMRS facilities or structures do not have sufficient structural strength to support applicant's proposed antenna and related equipment.
- iv. Existing CMRS facilities or structures do not have adequate space on which proposed equipment can be placed so it can function effectively and reasonably.
- v. The applicant's proposed antenna would cause electromagnetic interference with the antennas on the existing CMRS facility, or the antennas on the existing facility would cause interference with the applicant's proposed antenna.
- vi. The applicant demonstrates that there are other compelling limiting factors, including but not limited to economic factors, that render CMRS facilities or structures unsuitable.



- b. No CMRS facility owner or operator shall unreasonably exclude a telecommunication competitor from using the same facility or location. Upon request by the city, the owner or operator shall provide evidence and a written statement to explain why colocation is not possible at a particular facility or site.
  - c. If a telecommunication competitor attempts to collocate a CMRS facility on an existing or approved CMRS facility or location, and the parties cannot reach an agreement, the city may require a third-party technical study to be completed at the applicant's expense to determine the feasibility of colocation.
  - d. Applications for new freestanding CMRS facilities shall provide evidence that the facility can accommodate colocation of additional carriers.
- 2. Federal requirements. All CMRS facilities shall meet the current standards and regulations of the FAA, the FCC, and any other agency of the federal government with the authority to regulate CMRS facilities. Failure to meet such revised standards and regulations shall constitute grounds for revocation of city approvals and removal of the facility at the owner's expense.
- 3. Safety standards. All CMRS facilities shall conform to the requirements of the international building code, and national electrical code, as applicable.
- 4. Abandonment. CMRS facilities which are abandoned by nonuse, disconnection of power service, equipment removal or loss of lease for greater than six (6) months shall be removed by the CMRS facility owner. Should the owner fail to remove the facilities, the city may do so at its option, and the costs thereof shall be a charge against the owner and recovered by certification of the same to the county treasurer for collection as taxes in the manner provided by code section 2-93, or by any other means available under article x of chapter 26.
- 5. Third party review.
  - a. CMRS providers use various methodologies and analysis tools, including geographically based computer software, to determine the specific technical parameters of CMRS facilities, such as expected coverage area, antenna configuration and topographic constraints that affect signal paths. In certain instances there may be a need for expert review by a third party of the technical data submitted by the CMRS provider. The city may require such a technical review to be paid for by the applicant for a CMRS facility. The selection of the third party expert may be by mutual agreement between the applicant and the city or at the discretion of the city, with a provision for the applicant and interested parties to comment on the proposed expert and review its qualifications. The expert review is intended to be a site-specific review of technical aspects of the CMRS facilities and not a subjective review of the site selection. The expert review of the technical submission shall address the following:
    - i. The accuracy and completeness of the submission;

- ii. The applicability of analysis techniques and methodologies;
    - iii. The validity of conclusions reached;
    - iv. Any specific technical issues designated by the city.
  - b. Based on the results of the third party review, the city may require changes to the application for the CMRS facility that comply with the recommendation of the expert.
- 6. All CMRS facilities are accessory uses to the structure upon which they are placed or to the primary use of the property on which they are constructed. **WITH THE EXCEPTION OF SMALL CELL FACILITIES**, no CMRS facility shall be located on a vacant lot devoid of any primary or main building.
- 7. Siting of CMRS facilities in residential areas. The city encourages the siting of CMRS facilities in nonresidential areas.
  - a. The city prohibits freestanding CMRS facilities in the following zone districts:
    - i. Residential-One (R-1),
    - ii. Residential-One A (R-1A),
    - iii. Residential-One B (R-1B),
    - iv. Residential-One C (R-1C),
    - v. Residential-Two (R-2),
    - vi. Residential-Two A (R-2A),
    - vii. Residential-Three (R-3),
    - viii. Residential-Three A (R-3A),
    - ix. Agricultural-One (A-1),
    - x. Agricultural-Two (A-2), and
    - xi. Mixed Use-Neighborhood (MU-N) zone districts.
  - b. The city prohibits all CMRS facilities on properties where the principal use is a single or two-family dwelling.
  - c. Alternative tower CMRS facilities may be located on a property containing a non-residential use, regardless of underlying zoning.
  - d. Building, structure or roof-mounted CMRS facilities may be located on a property containing a nonresidential or multi-family use, regardless of underlying zoning.
  - e. **SMALL CELL FACILITIES ARE PERMITTED IN ALL ZONE DISTRICTS.**
- E. *Standards for freestanding and alternative tower CMRS facilities.* Freestanding and alternative tower CMRS facilities are subject to the following requirements and shall be evaluated as a special use.
  - 1. Freestanding CMRS facilities shall be visually screened from adjacent residential development and public rights-of-way.
  - 2. Freestanding and alternative tower CMRS facilities shall be permitted only as an accessory use, and are subject to accessory use setback development standards in the applicable zone district.
  - 3. Freestanding and alternative tower CMRS facilities shall not exceed the permitted height for the principal use on the subject property.
  - 4. Freestanding CMRS facilities shall not be permitted between the principal structure and the street.

F. *Standards for building or structure-mounted CMRS facilities.* Building or structure-mounted CMRS facilities are subject to the following requirements and shall be evaluated as part of the community development department's review process.

1. Such facilities shall be architecturally compatible with and textured and colored to match the building or structure to which they are attached.
2. The antenna shall be mounted as flush to the wall as technically possible. The maximum protrusion of such facilities from the building or structure face to which they are attached shall be two (2) feet.
3. Panel antennae shall not extend above the building wall or parapet to which they are mounted.
4. Whip antennae shall extend no more than ten (10) feet above the highest point of the building or structure to which they are attached.

G. *Standards for roof-mounted CMRS facilities.* Roof-mounted CMRS facilities are subject to the following requirements and shall be evaluated as part of community development department's review process.

1. All roof-mounted CMRS facilities and accessory equipment shall be set back from the roof or parapet edge so that visibility from the street or adjacent residential properties is minimized to the greatest extent possible.
2. If roof-mounted equipment is visible from the street or adjacent residential properties, CMRS facilities and accessory equipment shall be screened by materials that are architecturally compatible with and colored to match the building or structure to which they are attached.
3. No roof-mounted facility, including antenna or accessory equipment, shall exceed twelve (12) feet in height, as measured from the roof deck.
4. Roof-mounted accessory equipment shall not be permitted on a sloped roof, unless it can be demonstrated that it is not visible from the street or adjacent residential areas.

H. **STANDARDS FOR SMALL CELL FACILITIES AND NETWORKS.**

**APPLICABLE REQUIREMENTS ON PRIVATE PROPERTY. SMALL CELL FACILITIES AND SMALL CELL NETWORKS ON PRIVATE PROPERTY SHALL COMPLY IN ALL RESPECTS WITH THE REQUIREMENTS OF THE PRECEDING SUBSECTIONS E, F, OR G.**

**APPLICABLE REQUIREMENTS IN PUBLIC RIGHTS-OF-WAY. SMALL CELL FACILITIES AND SMALL CELL NETWORKS IN PUBLIC RIGHTS-OF-WAY SHALL COMPLY IN ALL RESPECTS WITH THE FOLLOWING REQUIREMENTS:**

- a. **LOCATION.** SMALL CELL FACILITIES ARE PERMITTED IN CITY RIGHTS-OF-WAY, UPON FACILITIES IN THESE RIGHTS-OF-WAY AND ON PUBLIC EASEMENTS OWNED BY THE CITY UNDER THE FOLLOWING PRIORITY:
  - i. **FIRST, ON A CITY-OWNED UTILITY POLE, WHICH SHALL BE REMOVED AND REPLACED WITH A POLE DESIGNED TO CONTAIN ALL ANTENNAE AND EQUIPMENT WITHIN THE POLE TO CONCEAL ANY GROUND-BASED SUPPORT**

TRAFFIC SIGNAL OR OTHER STRUCTURE OWNED BY THE CITY SHALL, AS A CONDITION OF PERMIT APPROVAL, INDEMNIFY THE CITY FROM AND AGAINST ALL LIABILITY AND CLAIMS ARISING AS A RESULT OF THAT LOCATION OR ATTACHMENT, INCLUDING REPAIR AND REPLACEMENT OF DAMAGED POLES AND EQUIPMENT, IN A FORM APPROVED BY THE CITY ATTORNEY.

- g. **BONDING.** ALL PERMITS FOR LOCATION OF SMALL CELL FACILITIES ON REAL PROPERTY NOT OWNED BY THE SMALL CELL PERMITTEE SHALL INCLUDE AS A CONDITION OF APPROVAL A BOND, IN FORM APPROVED BY THE CITY ATTORNEY, TO GUARANTEE PAYMENT FOR ANY DAMAGES TO THE REAL PROPERTY AND REMOVAL OF THE FACILITY UPON ITS ABANDONMENT.
- h. **PERMIT EXPIRATION.** A PERMIT FOR A SMALL CELL FACILITY SHALL EXPIRE NINE (9) MONTHS AFTER APPROVAL UNLESS CONSTRUCTION OF THE PERMITTED STRUCTURE HAS BEEN INITIATED.

- I. *Standards for ground-mounted accessory equipment.* Ground-mounted accessory equipment that is associated with a freestanding, roof-mounted or building-mounted CMRS facility are subject to the following requirements and shall be evaluated with the associated CMRS facility application.

- 1. Ground-mounted accessory equipment shall be subject to the accessory structure setback requirements in the underlying zone district.
- 2. Ground-mounted accessory equipment or buildings containing accessory equipment shall not exceed 12 feet in height.
- 3. Ground-mounted accessory equipment not fully enclosed in a building shall be fully screened from adjacent residential properties and public rights-of-way.
- 4. Buildings containing ground-mounted accessory equipment shall be architecturally compatible with the existing structures on the property and character of the neighborhood.

- J. *Definitions.*

- 1. *Alternative Tower CMRS facility.* An existing or proposed structure that is compatible with the natural setting and surrounding structures and that camouflages or conceals the presence of the antennae and can be used to house or mount CMRS antenna. Examples include manmade trees, clock towers, bell steeples, light poles, silos, existing utility poles, existing utility transmission towers and other similar alternative designed structures.
- 2. *Tower.* Any freestanding structure designed and constructed primarily for the purpose of supporting one (1) or more Federal Communications Commission-licensed or authorized antennae, including self-supporting lattice towers, guy towers and monopole towers, radio and television transmission towers, microwave towers, common carrier towers, cellular telephone towers and

EQUIPMENT AND OWNERSHIP OF WHICH POLE IS CONVEYED TO THE CITY.

- ii. SECOND, A CITY-OWNED UTILITY POLE WITH ATTACHMENT OF THE SMALL CELL FACILITIES IN A CONFIGURATION APPROVED BY THE CITY.
  - iii. THIRD, ON A THIRD-PARTY OWNED UTILITY POLE, (WITH THE CONSENT OF THE OWNER THEREOF), WITH ATTACHMENT OF THE SMALL CELL FACILITIES IN A CONFIGURATION APPROVED BY THE CITY.
  - iv. FOURTH, ON A TRAFFIC SIGNAL POLE OR MAST ARM IN A CONFIGURATION APPROVED BY THE CITY, OR IN THE CASE OF A CDOT FACILITY, BY CDOT.
  - v. FIFTH, ON A FREESTANDING OR GROUND-MOUNTED FACILITY WHICH MEETS THE DEFINITION OF AND REQUIREMENTS FOR AN ALTERNATIVE TOWER STRUCTURE IN A LOCATION AND CONFIGURATION APPROVED BY THE CITY.
- b. **HEIGHT.** ALL SMALL CELL FACILITIES SHALL NOT EXCEED TWO FEET ABOVE THE LIGHT POLE, TRAFFIC SIGNAL OR OTHER FACILITY OR STRUCTURE TO WHICH THEY ARE ATTACHED, OR THE MAXIMUM HEIGHT IN THE RELEVANT ZONE DISTRICT, WHICHEVER IS LESS. WHEN NEW UTILITY POLES ARE PROPOSED AS AN ALTERNATIVE TOWER, THEIR HEIGHT SHALL BE SIMILAR TO EXISTING UTILITY/LIGHT POLES IN THE VICINITY.
- c. **SPACING.** NO SMALL CELL FACILITY SHALL BE LOCATED WITHIN ONE THOUSAND FEET (1000 FT) OF ANY OTHER SUCH FACILITY.
- d. **DESIGN.** SMALL CELL FACILITIES SHALL BE DESIGNED TO BLEND WITH AND BE CAMOUFLAGED IN RELATION TO THE STRUCTURE UPON WHICH THEY ARE LOCATED (E.G.: PAINTED TO MATCH THE STRUCTURE OR SAME MATERIAL AND COLOR AS ADJACENT UTILITY POLES).
- e. **PERMITTING.** SMALL CELL FACILITIES AND NETWORKS SHALL MAKE APPLICATION FOR A PERMIT FOR WORK IN THE RIGHT-OF-WAY UNDER CODE SECTION 21-11, ET. SEQ., AND FOR LOCATION AND MAINTENANCE OF SUCH FACILITY SHALL MAKE APPLICATION FOR A PERMIT FOR USE OF THE PUBLIC RIGHT OF WAY UNDER CODE SECTION 21-101, ET SEQ. SMALL CELL FACILITIES AND NETWORKS SHALL MAKE APPLICATION FOR LOCATION ON PRIVATE PROPERTY THROUGH THE BUILDING PERMIT PROCESS. THE CITY MAY ACCEPT APPLICATIONS FOR A SMALL CELL NETWORK, PROVIDED EACH SMALL CELL FACILITY SHALL BE SEPARATELY REVIEWED.
- f. **INDEMNIFICATION.** THE OPERATOR OF A SMALL CELL FACILITY WHICH IS PERMITTED TO LOCATE WITHIN A CITY-OWNED RIGHT-OF-WAY OR EASEMENT OR ON A CITY-OWNED UTILITY POLE,

other similar structures. The term also includes any antenna or antenna array attached to the tower structure.

3. *Substantially Change*. A modification which substantially changes the physical dimensions of an eligible support structure if it meets any of the following criteria, including a single change or a series of changes over time whether made by a single owner or operator or different owners/operators over time, when viewed against the initial approval for the support structure. The following are considered substantial changes:
  - a. For towers other than towers in the public rights-of-way, it increases the height of the tower by more than 10% or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty feet, whichever is greater; for other eligible support structures, it increases the height of the structure by more than 10% or more than ten feet, whichever is greater;
  - b. For towers other than towers in the public rights-of-way, it involves adding an appurtenance to the body of the tower that would protrude from the edge of the tower more than twenty feet, or more than the width of the Tower structure at the level of the appurtenance, whichever is greater; for other eligible support structures, it involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than six feet;
  - c. For any eligible support structure, it involves installation of more than the standard number of new equipment cabinets for the technology involved, or more than four cabinets; or, for towers in the public rights-of-way and base stations, it involves installation of any new equipment cabinets on the ground if there are no pre-existing ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than 10% larger in height or overall volume than any other ground cabinets associated with the structure;
  - d. It entails any excavation or deployment outside the current site
  - e. It would defeat the concealment elements of the eligible support structure; or
  - f. It does not comply with conditions associated with the original siting approval for the construction or modification of the eligible support structure or base station equipment, provided however that this limitation does not apply to any modification that is non-compliant only in a manner that would not exceed the thresholds identified in paragraphs a through e of this definition.

**Section 2.** The following definitions are hereby deleted from Section 26-123 and inserted within Section 26-615 under a new paragraph I:

*Building or structure-mounted commercial mobile radio service facility*. A CMRS facility in which antenna are mounted to an existing structure (e.g., water tower, light pole, steeple, etc.) or building face.

## **CDOT COLORADO DEPARTMENT OF TRANSPORTATION.**

*Commercial mobile radio service (CMRS) accessory building or cabinet.* An unmanned building or cabinet used to house equipment associated with a CMRS facility.

*Commercial mobile radio service (CMRS) site.* An unmanned facility consisting of equipment for the reception, switching and transmission of wireless telecommunications, including, but not limited to, personal communications service (PCS), enhanced specialized mobile radio (ESMR), paging, cellular telephone and similar technologies.

*Freestanding commercial mobile radio service (CMRS) facility.* A CMRS facility that consists of a stand-alone support facility (monopole and/or lattice structure), antenna, associated equipment, accessory buildings and equipment cabinets.

*Roof-mounted commercial mobile radio service (CMRS) facility.* A CMRS facility in which antenna are mounted on an existing building roof.

### **SMALL CELL CMRS FACILITY MEANS EITHER:**

1. A PERSONAL WIRELESS SERVICE FACILITY AS DEFINED BY THE FEDERAL TELECOMMUNICATIONS ACT OF 1996," AS AMENDED AS OF AUGUST 6, 2014; OR
2. A WIRELESS SERVICE FACILITY THAT MEETS BOTH OF THE FOLLOWING QUALIFICATIONS:
  - a. EACH ANTENNA IS LOCATED INSIDE AN ENCLOSURE OF NO MORE THAN THREE CUBIC FEET IN VOLUME OR, IN THE CASE OF AN ANTENNA THAT HAS EXPOSED ELEMENTS, THE ANTENNA AND ALL OF ITS EXPOSED ELEMENTS COULD FIT WITHIN AN IMAGINARY ENCLOSURE OF NO MORE THAN THREE CUBIC FEET; AND
  - b. PRIMARY EQUIPMENT ENCLOSURES ARE NOT LARGER THAN SEVENTEEN CUBIC FEET IN VOLUME. THE FOLLOWING ASSOCIATED EQUIPMENT MAY BE LOCATED OUTSIDE OF THE PRIMARY EQUIPMENT ENCLOSURE AND, IF SO LOCATED, IS NOT INCLUDED IN THE CALCULATION OF EQUIPMENT VOLUME: ELECTRIC METER, CONCEALMENT, TELECOMMUNICATIONS DEMARCATION BOX, GROUND-BASED ENCLOSURES, BACK-UP POWER SYSTEMS, GROUNDING EQUIPMENT, POWER TRANSFER SWITCH, AND CUT-OFF SWITCH.

**SMALL CELL CMRS NETWORK.** A COLLECTION OF INTERRELATED SMALL CELL FACILITIES DESIGNED TO DELIVER WIRELESS SERVICE.

**Section 3. Severability, Conflicting Ordinances Repealed.** If any section, subsection or clause of this Ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall

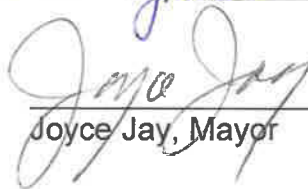
not be affected thereby. All other ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

**Section 4. Effective Date.** This Ordinance shall take effect upon adoption and signature by the Mayor and City Clerk, as permitted by Section 5.11 of the Charter.


**INTRODUCED, READ, AND ADOPTED** on first reading by a vote of 8 to 0 on this 22nd day of May, 2017, ordered published in full in a newspaper of general circulation in the City of Wheat Ridge, and Public Hearing and consideration on final passage set for June 12, 2017 at 7:00 p.m. in the Council Chambers, 7500 West 29<sup>th</sup> Avenue, Wheat Ridge, Colorado.

READ, ADOPTED AND ORDERED PUBLISHED on second and final reading by a vote of 8 to 0, this 12<sup>th</sup> day of June, 2017.

SIGNED by the Mayor on this 12<sup>th</sup> day of June, 2017.


  
Joyce Jay, Mayor

ATTEST:

  
Janelle Shaver, City Clerk



Approved as to Form

  
Gerald E. Dahl, City Attorney

First Publication: May 25, 2017  
Second Publication: June 15, 2017  
Wheat Ridge Transcript  
Effective Date: June 12, 2017

Published:  
Wheat Ridge Transcript and [www.ci.wheatridge.co.us](http://www.ci.wheatridge.co.us)



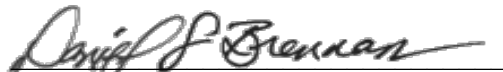
**REQUEST FOR CITY COUNCIL ACTION**

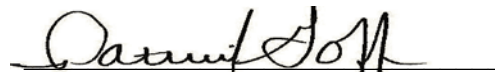
**TITLE: COUNCIL BILL NO. 20-2017 – AN ORDINANCE  
APPROVING A RADIO TOWER SPACE LICENSE  
AGREEMENT BETWEEN THE CITY OF WHEAT RIDGE  
AND DMR NETWORKS, INC.**

☒ PUBLIC HEARING  
☐ BIDS/MOTIONS  
☐ RESOLUTIONS

☐ ORDINANCES FOR 1<sup>ST</sup> READING (11/27/2017)  
☒ ORDINANCES FOR 2<sup>ND</sup> READING (12/11/2017)

QUASI-JUDICIAL: ☐ YES ☒ NO

  
Chief of Police

  
City Manager

**ISSUE:**

In 2016, North Table Mountain was selected as an additional radio communication tower site for the City of Wheat Ridge, the City of Lakewood and the West Metro Fire Protection District to improve radio signal strength in areas lacking adequate coverage. DMR Networks owns a radio tower site at this location and have agreed to lease space at the tower site for the purposes of locating and operating Wheat Ridge Police Department radio communication equipment. This ordinance will approve the Tower Space License Agreement between the City of Wheat Ridge and DMR Networks, Inc.

**PRIOR ACTION:**

Council entered into an IGA with the City of Lakewood and the West Metro Fire Protection District for a shared communication system in 2014.

At the November 27 regular meeting, Council adopted and approved Council Bill No. 20-2017, an ordinance approving a radio tower space license agreement for the North Table Mountain site. At that meeting, staff indicated that amendments would be drafted to the license agreement, specifically concerning indemnification and insurance.

Amendments have been proposed to the property owner, CallComm, Inc., and are awaiting a response. Staff will continue to reach out to the owner to expedite the finalization of the agreement prior to the December 11 Council meeting.

**FINANCIAL IMPACT:**

The overall financial impact for the City of Wheat Ridge should be less than current costs. In 2016, the cost to the City of Wheat Ridge for sharing the lease with West Metro Fire on Mount Morrison amounted to \$21,103.69. In 2017, the lease and utility costs to Wheat Ridge for the North Table Mountain site was \$19,748.74. The base fee will increase yearly by 3% plus utilities. This is similar to the lease costs that the City has incurred in relation to the current IGA.

**BACKGROUND:**

Currently the City of Wheat Ridge, the City of Lakewood and the West Metro Fire Protection District have an IGA for the shared use of the radio sites located on Mount Morrison and Green Mountain.

In late 2015, the City of Lakewood approached Wheat Ridge and West Metro Fire regarding placing a third radio site on an existing tower, located on North Table Mountain near Golden, that increased radio coverage in areas of Wheat Ridge as well as portions of Lakewood. After completing coverage studies, the three agencies agreed to go forward with the project, which was mostly grant funded with some additional funding provided by the City of Lakewood, West Metro Fire and the City of Wheat Ridge. The project was completed in 2016.

Currently the City of Wheat Ridge and West Metro Fire share the site lease costs for the Mount Morrison site, and the City of Lakewood is responsible for the Green Mountain site. The current IGA among The City of Wheat Ridge, The City of Lakewood and The West Metro Fire Protection District addresses ownership of the equipment at Green Mountain and Mount Morrison. Council has been presented with an addendum to the IGA to reflect the addition of the North Table Mountain site. The addendum reflects that the City of Lakewood will have responsibility and equipment ownership of the Green Mountain site, West Metro Fire shall have financial responsibility for the lease and ownership of equipment for the Mount Morrison Site and the City of Wheat Ridge shall have responsibility for the lease and ownership of equipment for the North Table Mountain site.

**RECOMMENDATIONS:**

Staff recommends approving the Tower Space License Agreement between the City of Wheat Ridge and DMR Networks, Inc. for the radio site located on North Table Mountain.

**RECOMMENDED MOTION:**

“I move to approve Council Bill No. 20-2017, an ordinance approving a Tower Space License Agreement between the City of Wheat Ridge and DMR Networks, Inc. on second reading and that it takes effect 15 days after final publication.”

Or,

“I move to postpone indefinitely Council Bill No. 20-2017, an ordinance approving a Tower Space License Agreement between the City of Wheat Ridge and DMR Networks, Inc. for the following reason(s) \_\_\_\_\_.”

**REPORT PREPARED/REVIEWED BY:**

Larry Stodden, Communications

Dave Pickett, Division Chief

Daniel Brennan, Chief of Police

Patrick Goff, City Manager

**ATTACHMENTS:**

1. Council Bill No. 20-2017
2. DMR Networks, Inc. Tower Space License Agreement

**CITY OF WHEAT RIDGE, COLORADO**  
**INTRODUCED BY COUNCIL MEMBER POND**  
**Council Bill No. 20**  
**Ordinance No. \_\_\_\_\_**  
**Series of 2017**

**TITLE: AN ORDINANCE APPROVING A RADIO TOWER SPACE LICENSE AGREEMENT BETWEEN THE CITY OF WHEAT RIDGE AND DMR NETWORKS, INC.**

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

**WHEREAS**, the City Police Department ("Department") owns and operates radio communication equipment to assist it in its law enforcement duties and functions; and

**WHEREAS**, the Department has a desire to locate certain radio communication equipment in the approximate area of North Table Mountain in Golden, Colorado; and

**WHEREAS**, DMR Networks, Inc. d/b/a CallCom, Inc. ("DMR") owns a radio tower site on North Table Mountain ("Tower Site"); and

**WHEREAS**, DMR has expressed its willingness to lease space at the Tower Site to the City for purposes of locating and operating Department radio equipment, under those terms and conditions set forth in a proposed Tower Space License Agreement; and

**WHEREAS**, the City Council finds and determines that it promotes the public health, safety and welfare to secure long-term appropriate locations for Department radio equipment, and that it is therefore desirable to approve the proposed license agreement, the term of which could be twenty years; and

**WHEREAS**, Section 12.9 of the Wheat Ridge Home Rule Charter requires long-term leasehold and rental agreements to be approved by the City Council by ordinance.

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

**Section 1.** The Tower Space License Agreement between the City and DMR, attached hereto and incorporated herein by this reference, is hereby approved. The Mayor and Clerk are authorized to execute the same.

**Section 2. Safety Clause.** The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Wheat Ridge, that it is promulgated for the health, safety, and welfare of the public and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

**Section 3. Severability; Conflicting Ordinances Repealed.** If any section, subsection or clause of this Ordinance shall be deemed unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected thereby. All other ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

**Section 4. Effective Date.** This Ordinance shall take effect fifteen (15) days after final publication, as provided by Section 5.11 of the Charter.

**INTRODUCED, READ, AND ADOPTED** on first reading by a vote of 6 to 0 on this 27<sup>th</sup> day of November, 2017, ordered published in full in a newspaper of general circulation in the City of Wheat Ridge and Public Hearing and consideration on final passage set for December 11, 2017, at 7:00 o'clock p.m., in the Council Chambers, 7500 West 29th Avenue, Wheat Ridge, Colorado.

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

**SIGNED** by the Mayor on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

ATTEST:

\_\_\_\_\_  
Janelle Shaver, City Clerk

Approved As To Form

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

First Publication: November 30, 2017

Second Publication:

Wheat Ridge Transcript

Effective Date:

## **TOWER SPACE LICENSE AGREEMENT**

**THIS AGREEMENT** is made as January 1st, 2017 by and between DMR Networks, Inc. dba CallComm, Inc. ("Licensor) and The City of Wheat Ridge. ("Licensee").

### **THE LICENSOR AND LICENSEE AGREE AS FOLLOWS:**

1.     **Scope of License.**

Subject to the terms and conditions of this Tower Space License Agreement ("Agreement), Licensor hereby grants permission to Licensee to install, maintain and operate the radio communications equipment described in **EXHIBIT A AND EXHIBIT B** annexed hereto ("Equipment") at Licensor's communications site located at North Table Mountain, Golden, Colorado ("Site").

2.     **Term.**

The term of this Agreement shall commence on January 1st, 2018 ("Commencement Date") and shall continue for a period of five (5) years ("Initial Term"), with three (3) additional five (5) year renewal period (s) ("Renewal Term(s) "). The Renewal Term (s) shall commence automatically without further action on the part of Licensor or Licensee; provided, however, that either party may terminate this Agreement at any time during the first year of the Initial Term, or at the expiration of the Initial Term by giving the other party written notice not less than one hundred twenty (120) days prior, or at the expiration of any Renewal Term (s) by giving the other party written notice not less than one hundred twenty (120) days prior to the expiration of the then current term.

3.     **Fees.**

(a) Licensee shall pay to Licensor an annual fee for use of the tower site. The 2018 fee is Nineteen Thousand Thirteen Dollars and Forty Four Cents (\$19,013.44) plus utility charges from the previous year. All proceeding years' fees shall be payable no later than 30 days after the 28<sup>th</sup> day of every January. Subject to the provisions of Paragraph 5 (c) hereof, the Base Fee is exclusive of charges for the furnishing of electricity and other utilities to Licensee.

(b) Effective on the anniversary of the Commencement Date of this Agreement during each year of the Initial Term and any Renewal Term(s), the then current Base Fee payable by Licensee to Licensor shall be increased by an amount equal to ( i ) three (3.00%) percent over the total Base Fee payable by Licensee for preceding year.

(c) Licensee agrees that payment of any fees, additional fees or other payments set forth herein shall be due upon receipt of invoice from the Licensor, and that Licensee shall pay an additional charge of five (5.0%) percent of the annual fee for each payment made more than ten (10) days after it due date. Licensee further agrees that equipment will be disconnected for non-payment after 30 days of due date.

(d) All sums payable hereunder by Licensee, including, but not limited to,

the monthly Base Fee payable pursuant to this Section 3, shall be payable to DMR Networks, Inc. dba CallComm, P.O. Box 745145, Arvada, Colorado, 80006, Att. Accounts Payable, or to such other address as Licensor shall designate.

**4. Inspection of Site.**

The Site shall be provided in “AS IS” condition by Licensor. Licensee has visited and inspected the Site and accepts the physical condition thereof and acknowledges that no representations or warranties have been made to Licensee by Licensor as to the condition of the Site, including the tower or towers, as the case may be, and/or the storage facilities, or as to any engineering data. Licensee is responsible for determining all aspects as to the acceptability, accuracy and adequacy of the Site for Licensee, or to maintain, insure, operate or safeguard Licensee’s Equipment.

**5. Installation, Maintenance and Operating Procedures.**

(a) Licensee shall install, maintain and operate its equipment during the term hereof in compliance with all present and future rules and regulations of any local, State, or Federal authority having jurisdiction with respect thereto (including, without limitation, the rules and regulations of the Federal Communications Commission (“FCC”) and the Federal Aviation Administration (“FAA”). Prior to the installation of its Equipment, or any modification or changes to the Equipment, if any (but excluding repairs, minor modifications and/or replacement with substantially similar equipment), Licensee shall comply with the following:

(i) Licensee shall submit, in writing, all plans for such installations, modifications or changes for Licensor’s approval, such approval not to be unreasonably withheld or delayed, to DMR Networks, Inc. dba CallComm, P.O. Box 745135, CO., 80006, Att. Engineering. In order to assure Licensee’s compliance with the provisions of this Agreement, the plans and specifications for Licensee’s Equipment and any modifications thereto shall be submitted to engineers and consultants selected by Licensor for review and approval. All work performed at the Site in connection with the installation and modification of Licensee’s Equipment shall be performed at Licensee’s sole cost and expense either by Licensee’s employees or by contractors approved by Licensor, such approval not to be unreasonably withheld or delayed. Licensee shall require all contractors, as a condition to their engagement, to agree to be bound by provisions identical to those included in this Agreement, specifically those relating to the indemnification of Licensor and insurance requirements. The engagement of a contractor by Licensee shall not relieve Licensee of any of its obligations under this Agreement;

(ii) All of Licensee’s Equipment shall be clearly marked to show Licensee’s name, address, telephone number and the frequency and location. All coaxial cable relating to the Equipment shall be identified in the same manner at the bottom and top of the line. At Licensor’s request, Licensee shall promptly deliver to Licensor written proof of compliance with all applicable Federal, State, and local laws, rules and regulations in connection with any installations or modifications of Equipment; and

(iii) No work performed by Licensee, its contractors, subcontractors or materialsmen pursuant to this Agreement, whether in nature of construction, installation, alteration or repair to the Site or to Licensee’s Equipment, will be deemed to be for the immediate use and benefit of Licensor so that no mechanic’s or other lien will be allowed against the property and estate of Licensor by reason of any consent given by Licensor to Licensee to improve the Site. If any mechanic’s or other liens will at any time be filed against the Site or the

property of which the Site is a part by reason of work, labor, services, or materials performed or furnished, or alleged to have been performed or furnished, to Licensee or to anyone using the Site through or under Licensee, Licensee will forthwith cause the same to be discharged of record or bonded to the satisfaction of Licensor. If Licensee fails to cause such lien to be so discharged or bonded within ten (10) days after it has actual notice of the filing thereof, then, in addition to any other right or remedy of Licensor, Licensor may bond or discharge the same by paying the amount claimed to be due, and the amount so paid by Licensor, including reasonable attorneys' fees incurred by Licensor either in defending against such lien or in procuring the bonding or discharge of such lien, together with interest thereon at the statutory rate, will be due and payable by Licensee to Licensor as an additional fee hereunder.

(iv) Licensor reserves the right to require Licensee at its sole cost and expense, prior to the installation of the Equipment, to have a structural study of the tower performed by an engineer approved by Licensor. Licensor shall cooperate with Licensee and shall provide Licensee with any information available which is necessary to perform such study. Upon receipt of the structural study report ("Report"), Licensee shall provide a copy to Licensor for Licensor's approval. Licensor shall have fifteen (15) days to either approve the Report ("Report Approval") or inform Licensee of the Report's deficiencies, such approval not to be unreasonably withheld or delayed. If Licensor fails to give Report Approval to the Report within forty-five (45) days of Licensee's initial submission of the Report to Licensor, Licensee shall have the right to terminate this Agreement upon ten (10) days' prior written notice to Licensor. In the Event Licensor gives Report Approval and such approved Report indicates that structural repairs or modifications are necessary to support Licensee's Equipment, Licensee shall submit to Licensor a written construction proposal ("Proposal") for the structural repairs or modifications. Licensor shall have ten (10) days from the date it receives the Proposal to either approve the Proposal or cancel the applicable Site Lease upon fifteen (15) days' prior written notice to Licensee, in which case the parties shall have no further obligation with respect to this Agreement, except as specifically provided for herein. If Licensor approves the Proposal then Licensee shall either have such repairs or modifications performed at its sole cost and expense prior to the installation of the Equipment or Licensee may cancel this Agreement by giving fifteen (15) days' prior written notice to Licensor, in which event all prepaid rent or fees shall be refunded to Licensee and the parties shall have no further obligation with respect to this Agreement, except as specifically provided for herein.

(b) Notwithstanding anything to the contrary contained herein, Licensee agrees That in all matters where Licensor's approval is required, and Licensor determines in its sole discretion that a threat of interference or other disruption with the business of Licensor or other existing licensees or tenants exists, Licensor shall have the absolute right to withhold such approval.

(c) In the event Licensee requires an electric power supply and/or usage different from that currently at the Site and excluded within the Base Fee, Licensee shall, at its sole cost and expense, obtain such power supply. Any work performed in connection with this Paragraph 5 (c) shall comply with provisions of Paragraph 5 (a) hereof. Licensee hereby agrees that any power lines installed by Licensee shall run within the current easements of Licensor, and any deviation from such easement rights shall be corrected at Licensee's expense, which sum shall be immediately due upon the rendering of an invoice as an additional fee hereunder.

(d) In the event a zoning variance is required in connection with the installation or modification of the Equipment, Licensor shall have the right, at its discretion, to either (i) cancel this Agreement, or (ii) allow Licensee, at Licensee's sole cost and expense, to obtain such



variance. Licensor shall, at Licensee's request and expense, reasonably cooperate with Licensee in obtaining such variance.

(e) Licensee shall have the right of ingress and to the Site egress, at Licensee's sole cost and expense, for the purpose of maintenance and repair of Licensee's Equipment twenty-four (24) hours per day, seven (7) days per week. Licensor shall provide Licensee with a key and/or combination to the lock (s) at the Site in order to facilitate such access. In the event Licensee should require Licensor's assistance to gain access to the Site, Licensee shall reimburse Licensor for all costs and expenses incurred by Licensor as a result of such emergency access. All access to the Site shall be subject to the continuing control of, as well as the reasonable security and safety procedures established from time to time by, Licensor.

(f) During the term of this Agreement, Licensee shall have the right of ingress and egress to the Site, as referenced in Paragraph 5 (e) above, damages to access roads and easements by the elements, of God, excepted. Access shall be limited only to authorized personnel of Licensee, and Licensee shall require said personnel to utilize only four-wheeled drive vehicles. All access to the Site by Licensee's authorized personnel shall be at their own risk and Licensor shall not be held responsible for any acts of the personnel or the condition of the access roads or easements.

## **6. Interference.**

(a) The installation, maintenance and operation of the Licensee's Equipment shall not interfere electrically, or in any other manner whatsoever, with the equipment, facilities or operations of Licensor or with any other licensees or tenants at the Site. Notwithstanding anything in this Agreement to the contrary, it is expressly understood and agreed that if the installation or operation of Licensee's Equipment shall interfere:

(i) With other radio communications systems and equipment installed prior to the Commencement Date of this Agreement, Licensee shall upon request (verbal or otherwise) immediately suspend its operations (except for intermittent testing) and do whatever Licensor deems necessary to eliminate or remedy such interference. If it is determined that such interference cannot be rectified., then Licensor may, at its option, terminate this Agreement upon written notice to Licensee, whereupon Licensee shall remove the Equipment at its sole cost and expense and in accordance with Section 8 herein. In the event Licensee fails to remove the Equipment within fifteen (15) days of such termination,

Licensor may remove and store any and all of Licensee's Equipment at Licensee's sole cost and expense; or

(ii) With any other radio communications systems and equipment installed at the Site after the Commencement Date of this Agreement, Licensee shall cooperate fully with Licensor and any future tenant or licensee injured by Licensee's interference ("Future Party") to remedy the interference. Licensee shall do whatever Licensor deems reasonably necessary to cure such interference, provided, however, that all costs related to remedying such interference is due to failure, defects or deficiencies in Licensee's system, Equipment, or installation.

(b) Licensee hereby acknowledges that Licensor has licensed, and will continue to license, space at and upon the Site to third parties for the installation and operation of radio communication facilities. Licensee accepts this Agreement with this knowledge and waives any

and all claims against Licenser resulting from or attributable to interference caused by present or future equipment, facilities or methods of operation employed by Licenser in its business upon the Site. Licensee also waives any and all claims against Licenser arising from interference resulting to Licensee by virtue of equipment, facilities or operations employed by any other licensee or tenant of Licenser in its business upon the Site. In the event that any such interference occurs that materially interferes with Licensee's utilization of the Site, Licensee, as its sole remedy, in lieu of any and all other remedies at law, or in equity, may terminate this Agreement at any time thereafter by giving Licenser thirty (30) days' prior written notice to that effect, and such termination shall be effective at the end of such thirty (30) day period, provided, however, that such termination will not be effective if Licenser eliminates such interference within thirty (30) days of Licensee's termination notice. Licensee shall pay Licenser any fees due for the period up to the termination of this Agreement. Any advance payments for periods after the termination of this Agreement will be reimbursed to Licensee.

(c) Licenser reserves the right to require Licensee to relocate one or more of its antenna (s) and Licensee agrees to relocate said antenna (s) at Licensee's expense, provided that said relocation does not substantially change the operation of Licensee's equipment.

#### **7. Maintenance of Licensee's Equipment.**

Licensee at its sole cost and expense shall be responsible for the maintenance of its equipment and improvements at the Site, if any, in accordance with all applicable laws and regulations and this Agreement. All maintenance work shall be performed by licensed contractors, previously approved in writing by Licenser, such approval not to be unreasonably withheld or delayed. In the event Licenser, in its opinion, determines that any structural modifications or repairs are needed to be made to any portion of the Site due to the presence of Licensee's Equipment or other improvements, Licenser shall notify Licensee of the needed modifications or repairs, and the following procedures shall apply:

(i) If structural modifications are necessary prior to Licensee's installation or modifications of the Equipment, then either: (A) Licensee shall, at its sole cost and expense, promptly make all such noticed modifications in accordance with Section 5 hereof; or (B) If such noticed modifications are not completed within sixty (60) days of such notice, either party shall have the right to terminate this Agreement by giving the other party thirty (30) days' prior written notice.

(ii) If repairs are necessary due to the presence of Licensee's Equipment, Licensee shall, at its sole cost and expense, promptly make all such noticed repairs in accordance with Section 5 hereof; provided, however, that in the event of an emergency, Licenser shall have the right to make such modifications or repairs at Licensee's expense, upon notice to Licensee, and such sum shall be immediately due upon the rendering of an invoice as an additional fee hereunder.

Each transmitter shall be equipped with a bandpass filter or duplexer providing a minimum of 60dB attenuation to adjacent receive frequencies. Additionally, all transmitters shall be equipped with an isolator, circulator or other directional device designed to prevent ingress of stray RF into the transmitter output circuits from the antennas. The isolator, circulator or other device shall provide a minimum of 50 dB isolation between the antenna and the transmitter output. Notwithstanding anything to the contrary contained within this Agreement, Licensee shall maintain and upgrade filtering and other appropriate devices on the Licensee's Equipment

so as at all times to eliminate or minimize interference and noise to a level (i) reasonably required by Licensor, and (ii) achievable through the use of state of the art technology.

8. **Removal of Licensee's Equipment.**

Provided that Licensee is not in default in the performance of its obligations Hereunder, at the expiration of this Agreement or earlier termination thereof, Licensee shall remove any and all of the Equipment. Such removal shall be performed pursuant to the guidelines set forth in Section 5 of this Agreement, without any interference, damage or destruction to any other equipment, structures or operations at the Site or any equipment of other licensee to tenants thereon. Licensee shall submit a removal plan for Licensor's written approval, interference or damage caused to the Site or equipment of other licensees or tenants by such removal shall be immediately repaired or eliminated by Licensee. If Licensee fails to make such repairs, at Licensor's sole cost and expense, within three (3) days after the occurrence of such damage, injury or interference, Licensor may perform all the necessary repairs at Licensee's cost and expense and such sum shall be immediately due upon the rendering of an invoice as an additional fee hereunder. Should licensee be in default in performance of its obligations, all equipment will remain on site until all obligations have been met as per this contract.

9. **Indemnification.**

(a) Licensee shall indemnify and hold Licensor harmless from ( i ) all costs of any damage done to Licensor's or other licensees' or tenants' facilities or equipment located at the Site, that occur as a result of the installation, operation or maintenance of Licensee's Equipment or other improvements; and ( ii ) any claims, demands, or causes of action for personal injuries, including any payments made under any workers compensation law or any plan of employee's disability and death benefits, arising out of Licensee's occupancy of the Site or the installation, maintenance and operation or removal of Licensee's Equipment, except only such damages, costs, claims, causes of action or demands caused solely by the gross negligence or willful misconduct of Licensor.

(b) Licensor shall not be responsible or liable to Licensee for any loss, damage or expense that may be occasioned by, through, or in connection with any acts or omissions of other licensees or tenants occupying the Site. Licensee hereby assumes the risk of the inability to operate as a result of any structural or power failures at the Site or failure of Licensee or Licensee's Equipment for any reason whatsoever and agrees to indemnify and hold Licensor harmless from all damages and costs to defending any claim or suit for damages of any kind, including but not limited to business interruption and attorneys' fees, asserted against Licensor by reason of such failure.

(c) Licensee shall also indemnify and hold Licensor harmless from any losses, liabilities, claims, demands or causes of action for property damage or personal injuries, including any payment made under any worker's compensation law or any plan of employees' disability and death benefits, arising out of or resulting from any claims, damages, losses, liabilities or causes of action resulting in any way from radio frequency radiation emissions from Licensee's Equipment or any other harmful effect of Licensee's Equipment.

10. **Damage or Destruction.**

Licensor and Licensee agree that Licensor shall in no way be liable for loss of use or other damage of any nature arising out of the loss, destruction or damage to the Site or to

Licensee's Equipment located thereon, by fire, explosion, windstorms, water or any other casualty or acts of third parties. In the event the Site or any part thereof is damaged or destroyed by elements or any other cause, Licensor may elect to repair, rebuild, or restore the Site or any part thereof, to the same condition as it was immediately prior to such casualty. In such event, the payments required herein shall cease as of the date of usable condition for Licensee's operation. If Licensor chooses not to repair, restore or build the Site, Licensor shall send to Licensee a notice of cancellation of this Agreement within thirty (30) days of such casualty. If this Agreement is canceled, the payments required herein shall terminate as of the date of such casualty.

11. **Insurance.**

(a) Licensee shall keep in full force and effect during the term of this Agreement a comprehensive general liability insurance policy, including blanket contractual and completed operations coverage, with limits of liability of at least One Million (\$1,000,000.00) Dollars in respect to bodily injury, including death, arising from any one occurrence, and Two Million (\$2,000,000.00) Dollars in respect to damage to property arising from any one occurrence. Said insurance policy shall be endorsed to include Licensor as an additional insured and shall provide that Licensor will receive at least (30) days' prior written notice of any cancellation or material change in such insurance policy. Licensee shall be required to furnish to Licensor, prior to the installation of the Equipment, and for the duration of this Agreement thereafter. Current certificates of insurance confirming that the insurance coverage as specified herein is in full force and effect.

(b) Notwithstanding the foregoing insurance requirements, the insolvency, bankruptcy, or failure of any insurance company carrying insurance for Licensee, or failure of any such insurance company to pay claims accruing, shall not be held to waive any of the provisions of this Agreement or relieve Licensee from any obligations under this Agreement.

12. **Taxes.**

Licensee hereby acknowledges that the existence of Licensee's Equipment and other improvements at the Site may result in an increase in the assessed valuation of the Site. Licensee agrees to reimburse Licensor upon receipt of documentation showing that Licensee's Equipment or other improvements caused an increase in the assessed value of the Site, for Licensee's proportionate share of any increases in the real estate taxes payable by Licensor as a consequence of the increase in assessed valuation. Licensor hereby agrees to cooperate with Licensee, at Licensee's sole cost and expense, to obtain an abatement of any such increased assessment. In the event any sales, use or other tax shall be payable by Licensor in connection with this Agreement, Licensee shall reimburse Licensor on demand for such payments or shall furnish necessary documentation to the appropriate government authorities to show that fee payments hereunder shall be exempt from such sales, use or other tax.

13. **Notices.**

All notices, demands, requests, or other communications which are required to be given, served or sent by one party to the other pursuant to this Agreement shall be in writing, and shall be mailed, postage prepaid, by registered or certified mail, or by a reliable overnight courier service with delivery verification, to the following addresses or such other address as may be designated in writing by either party:

**If to Licensor:** DMR Networks, Inc. dba CallComm.  
P.O. Box 745135  
Arvada, CO., 80006  
Att. Accts Receivable

**If to Licensee:** City of Wheat Ridge  
7500 W. 29<sup>th</sup> Ave  
Wheat Ridge, CO 80033  
Att. Radio Systems Management

Notice given by certified or registered mail or by reliable overnight courier shall be deemed delivered on the date of receipt (or on the date receipt is refused) as shown on the certification of receipt or on the records or manifest of the U. S. Postal Service or such courier service.

14. **Default.**

(a) Any one or more of the following events shall constitute a default ("Default") by Licensee under this Agreement:

(i) the failure of payment of fees, additional fees or other payments set forth herein and such failure continues for ten (10) days after Licensor provides written notice thereof Licensee;

(ii) abandonment of either the Licensee Equipment or that portion of the Site upon which the Licensee Equipment was installed;

(iii) prosecution of any case, proceeding or other action under any existing or future law of any jurisdiction, domestic or foreign relating to bankruptcy, insolvency, reorganization or relief with respect to Licensee, or seeking reorganization, arrangement, adjustment, winding-up liquidation, dissolution, composition or other relief with respect to Licensee or Licensee's debts;

(iv) the making by Licensee of an assignment or any other arrangement for the general benefits of creditors under any state statute; or

(iv) Licensee's failure to perform any other of its obligations under this Agreement and such failure continues for thirty (30) days after Licensor gives written notice thereof to Licensee.

(b) In the event of a Default, Licensor shall be entitled at Licensor's option to terminate this Agreement and to remove all of Licensee's Equipment, improvements, personnel or personal property located at the Site at Licensee's cost and expense. In the event that Licensor should, as a result of the Default in the performance by Licensee of its obligations hereunder, incur any costs or expenses on behalf of Licensee or in connection with Licensee's obligations hereunder, such sums shall be immediately due to Licensor upon rendering of an invoice to Licensee as an additional fee hereunder.

(c) At any time or from time to time after the removal of the Licensee's property from the Site pursuant to Paragraph 15 (b) above, whether or not the current term of this Agreement shall have been terminated, Licensor may (but shall be under no obligation to) re-licenses Licensee's former space at the Site, or any part thereof, for the account of the Licensor,

for such term or terms (which may be greater than or less than the period which would otherwise have constituted the balance of the current term) and on such conditions (which may include concessions or free rent) and for such uses as Licensors, in Licensors's absolute discretion, may determine, and may collect and receive payments therefrom. Licensors shall not be responsible or liable for any failure to re-license Licensee's former space at the Site or any part thereof or for any failure to collect any payments due upon any such re-licensing.

(d) No Default pursuant to this Section 15, by operation of law or otherwise (except as expressly provided herein), no removal of Licensee's property from the Site pursuant to the terms of this Agreement, and/or no re-licensing of Licensee's former space at the Site shall relieve Licensee of Licensee's obligations or liabilities hereunder, all of which shall survive such Default, removal and/or re-licensing. Without limiting the foregoing, upon Licensee's removal from the Site pursuant to this Section 15, Licensee shall nonetheless remain liable for all license fees and other payments hereunder for the remainder of the then-current term.

(e) All of the rights, powers, and remedies of Licensors provided for in this Agreement or now or hereafter existing at law or in equity, or by statute or otherwise, shall be deemed to be separate, distinct, cumulative, and concurrent. No one or more of such rights, powers, or remedies, nor any mention of reference to any one or more of them in this Agreement, shall be deemed to be in the exclusion of, or a waiver of, any other rights, powers, or remedies provided for in this Agreement, or now or hereafter existing at law or in equity, or by statute or otherwise. The exercise or enforcement by Licensors of any one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise or enforcement by Licensors of any or all of such other rights, powers, or remedies.

15. **Assignment.**

(a) Licensors reserves the right to assign, transfer, mortgage or otherwise encumber the Site and/or its interest in this Agreement. Licensee shall upon demand execute and deliver to Licensors such further instruments subordinating this Agreement, as may be required by Licensors in connection with Licensors's contemplated transaction.

(b) Licensee may not assign, transfer, or otherwise encumber its interest in this Agreement without the prior written consent of Licensors, such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing, Licensors agrees that Licensee may assign this Agreement, upon prior notice to Licensors but without Licensors's consent, to (i) Licensee's parent; or (ii) any entity acquiring a controlling interest of Licensee's stock or to any party which acquires substantially all of the assets of Licensee.

16. **Miscellaneous.**

(a) This Agreement shall not be modified, extended or terminated (other than as set forth herein) except by an instrument duly signed by Licensors and Licensee. Waiver of a breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach of such provision, or of a breach of any other provision of this Agreement.

(b) Licensors and Licensee represent and warrant to each other that no broker was involved in connection with this transaction and each party agrees to indemnify and hold the other harmless from and against the claims of any broker made in connection with this transaction.

(c) No modification, termination or surrender of this Agreement or surrender of Licensee's space at the Site or any part thereof or of any interest therein by Licensee shall be valid or effective unless agreed to and accepted in writing by Licensor, and no act by any representative or agent of Licensor, other than such a written agreement and acceptance, shall constitute an acceptance thereof.

(d) This Agreement embodies the entire agreement between the parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement.

(e) This Agreement may be executed in counterpart copies, each of which shall be deemed an original, but which together shall constitute a single instrument.

(f) All section heading and captions used herein are for the convenience of the parties only and shall not be considered a substantive part of the Agreement.

(g) Each of the parties hereto acknowledges to the other that it has had this Agreement reviewed by counsel of its choice and has been assisted by such counsel in the negotiation, preparation, execution and delivery of this Agreement.

(h) This Agreement shall be governed by and construed in accordance with the laws of the state of Colorado.

(i) This Agreement creates a license only and Licensee acknowledges that Licensee does not and shall not claim at any time, any real property interest or estate of any kind or extent whatsoever in the Site by virtue of this Agreement or Licensee's use of the Site pursuant hereto. Nothing herein contained shall be construed as constituting a partnership, joint venture or agency between Licensor and Licensee.

(j) Neither this Agreement nor any memorandum hereof shall be recorded in the land records of any county or city or otherwise without the prior written consent of Licensor.

(k) Terms and conditions of this subject lease agreement were memorialized and summarized by Steve Kabelis as illustrated in Attachment B. Initial invoice is memorialized and summarized in Attachment C. Licensee shall pay all its utility expenses on an annual basis as determined by the Licensor. Licensor shall invoice Licensee for utilities on an annual basis.

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement as of the date first written above.

***Licensors:        DMR Networks, Inc. dba CallComm***

By: \_\_\_\_\_

Name: Alex Doyle

Title: Treasurer/CFO

***Licensee:        City of Wheat Ridge***

By: \_\_\_\_\_

Name:

Title: \_\_\_\_\_



## **EXHIBIT A – ANTENNA HARDWARE LIST**

- 1- TX 101-90-08-3-03 Omni (UHF band) antenna system
- 1- Rx 101-90-08-3-03 Omni (UHF band) antenna system
- 1 -2' SHF dish antenna system (SHF band)

## **EXHIBIT B – INTERIOR EQUIPMENT**

8 channel MSTR V P25 Phase 2 TDMA capable repeater station and associated Rf/network equipment (UHF band)

NEC 9500 SHF radio and associated back haul equipment (SHF band)

-48 VDC power plant / 21 hr battery backup modules/ 12-24 vdc power convertors stations

Redundant AC units

## **ATTACHMENT A – BANDS OF FREQUENCIES**

UHF for MSTRV P25 repeater and SHF frequency bands NEC  
9500 back haul.



**REQUEST FOR CITY COUNCIL ACTION**

**TITLE: COUNCIL BILL 21-2017 - AN ORDINANCE AMENDING 22-66 OF THE WHEAT RIDGE CODE OF LAWS REGARDING USE TAX APPLIED TO CONSTRUCTION EQUIPMENT AND CREDIT FOR SALES OR USE TAX PREVIOUSLY PAID TO ANOTHER MUNICIPALITY**

- ☒ PUBLIC HEARING  
☐ BIDS/MOTIONS  
☐ RESOLUTIONS

- ☐ ORDINANCES FOR 1<sup>ST</sup> READING (11/27/2017)  
☒ ORDINANCES FOR 2<sup>ND</sup> READING (12/11/2017)

QUASI-JUDICIAL:

☐ YES☒ NO  
City Attorney  
City Manager**ISSUE:**

At the regular general election held on November 8, 2016, the electorate of the City approved ballot question 2E, which increased the sales and use tax levied by the City by one-half of one percent, to 3.5% of the purchase price; therefore, it is necessary to amend the Code of Laws to implement this electoral decision. City Council approved Ordinance No. 1614 on February 27, 2017; however, two code provisions in Section 22-66 were not changed to reflect the voter approved tax increase to 3.5%. This proposed ordinance makes the appropriate change.

**PRIOR ACTION:**

City Council approved Ordinance No. 1614 on February 27, 2017 codifying this voter approved tax increase.

**FINANCIAL IMPACT:**

There is no financial impact with this ordinance change. The ordinance change is a clarification of the voter approved sales and use tax increase.

**BACKGROUND:**

City Council approved Ordinance No. 1614 on February 27, 2017; however, a couple of provisions in Section 22-66 were not changed to reflect the voter approved tax increase to 3.5%. The error was discovered by a staff member. The provisions include subsection (d) of Section

*22-66 Use tax applied to construction equipment and subsection e of Section 22-66 Credit for sales or use tax previously paid to another municipality.*

**RECOMMENDATIONS:**

Staff recommends amending Sections 22-66 regarding use tax applied to construction equipment and credit for sales or use tax previously paid to another municipality.

**RECOMMENDED MOTION:**

“I move to approve Council Bill 21-2017, an ordinance amending 22-66 of the Wheat Ridge Code of Laws regarding use tax applied to construction equipment and credit for sales or use tax previously paid to another municipality, on second reading and that it takes effect upon adoption.”

Or,

“I move to postpone indefinitely Council Bill 21-2017, an ordinance amending Section 22-66 of the Wheat Ridge Code of Laws regarding use tax applied to construction equipment and credit for sales or use tax previously paid to another municipality, for the following reason(s)  
\_\_\_\_\_.”

**REPORT PREPARED AND REVIEWED BY:**

Heather Geyer, Administrative Services Director  
Gerald Dahl, City Attorney  
Patrick Goff, City Manager

**ATTACHMENTS:**

1. Council Bill 21-2017

**CITY OF WHEAT RIDGE, COLORADO**  
**INTRODUCED BY COUNCIL MEMBER URBAN**  
**COUNCIL BILL NO. 21**  
**ORDINANCE NO. \_\_\_\_\_**  
**Series 2017**

**TITLE: AN ORDINANCE AMENDING SECTION 22-66 OF THE WHEAT RIDGE CODE OF LAWS REGARDING USE TAX APPLIED TO CONSTRUCTION EQUIPMENT AND CREDIT FOR SALES OR USE TAX PREVIOUSLY PAID TO ANOTHER MUNICIPALITY**

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

**WHEREAS**, pursuant to its home rule authority, the City is empowered to impose and collect sales and use taxes, a power the City Council (“Council”) has exercised through the adoption of Chapter 22 of the Wheat Ridge Code of Laws (“Code”); and

**WHEREAS**, in November of 2016, City electors approved an increase in the rate of both sales and use taxes, from three percent (3%) to three and one-half percent (3.5%), for each respective tax; and

**WHEREAS**, in order to codify the approval granted by the voters, the Council amended section 22-56 and section 22-66 of the Code by Ordinance No. 1614 on February 27, 2017, to increase the respective sales and use tax rates as a general matter; and

**WHEREAS**, the Council finds that certain amendments to Section 22-66 of the Code are necessary to make corollary amendments to references to those tax rates elsewhere.

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

**Section 1.** Subsection (d) of Section 22-66 of the Code is hereby amended as follows:

(d) *Use tax applied to construction equipment.* Proration of the use tax shall be applied to construction equipment as follows:

- (1) Construction equipment located within the boundaries of the city for more than thirty (30) consecutive days shall be subject to the full applicable use tax of the city.
- (2) Construction equipment which is located within the boundaries of the city for thirty (30) consecutive days or fewer shall be subject to the city's use tax as follows: the purchase price of the equipment shall be multiplied by eight and three-tenths (8.3) percent, the

result of which shall be multiplied by three **AND ONE-HALF (3.5)** percent, the result of which shall be the amount of use tax due.

- (3) Where the provisions of subsection (d)(2) of this paragraph are utilized, the credit provisions of this section shall apply at such time as the aggregate sales and use taxes legally imposed by and paid to other statutory or home rule municipalities on any such equipment equal to three **AND ONE-HALF (3.5)** percent. In order to avail itself of these procedures, the taxpayer shall:
  - a. Prior to or on the date the equipment is located within the boundaries of the city, the taxpayer shall file with the city an equipment declaration on a form provided by the city. Such declaration shall state the dates on which the taxpayer anticipates the equipment will be located within and removed from the boundaries of the city, shall include a description of each such anticipated piece of equipment, and shall include such other information as reasonably deemed necessary by the city.
  - b. The taxpayer shall file with the city an amended equipment declaration reflecting any changes in the information contained in any previous equipment declaration no less than once every ninety (90) days after the equipment is brought into the boundaries of the city or, for equipment which is brought into the boundaries of the city for a project of less than ninety-days duration, no later than ten (10) days after substantial completion of the project.
  - c. The credit provisions of subsection (e) shall not apply.

**Section 2.** Subsection (e) of Section 22-66 of the Code is hereby amended as follows:

(e) *Credit for sales or use tax previously paid to another municipality.*

- (1) The city's sales and use tax shall not apply to the storage, use or consumption of any article of tangible personal property the sale or use of which has already been subjected to a sales or use tax of another statutory or home rule municipality legally imposed on the purchaser or user equal to or in excess of three **AND ONE-HALF (3.5)** percent. A credit shall be granted against the city's use tax with respect to the person's storage, use or consumption in the city of tangible personal property, the amount of the credit to equal the tax paid by him by reason of the imposition of a sales or use tax of the previous statutory or home rule municipality on his purchase or use of the property. The amount of the credit shall not exceed three **AND ONE-HALF (3.5)** percent.

- (2) Credit shall not be given for use tax or warehouse tax paid to another jurisdiction if such tax was improperly assessed or imposed by the other jurisdiction.
- (3) Credit shall not be given for funds paid to another taxing jurisdiction for any type of permit or licensing fee.

**Section 3. Severability, Conflicting Ordinances Repealed.** If any section, subsection or clause of this Ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected thereby. All other ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

**Section 4. Effective Date.** This Ordinance shall take effect upon adoption and signature by the Mayor and City Clerk, as permitted by Section 5.11 of the Charter.

**INTRODUCED, READ, AND ADOPTED** on first reading by a vote of 6 to 0 on this 27<sup>th</sup> day of November, 2017, ordered published in full in a newspaper of general circulation in the City of Wheat Ridge, and Public Hearing and consideration on final passage set for December 11, 2017 at 7:00 p.m. in the Council Chambers, 7500 West 29<sup>th</sup> Avenue, Wheat Ridge, Colorado.

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

SIGNED by the Mayor on this \_\_\_\_ day of \_\_\_\_\_, 2017.

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

ATTEST:

\_\_\_\_\_  
Janelle Shaver, City Clerk

Approved as to Form

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

First Publication: November 30, 2017

Second Publication:

Wheat Ridge Transcript

Effective Date:

Published:

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



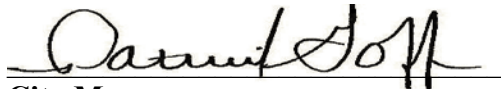
**REQUEST FOR CITY COUNCIL ACTION**

**TITLE: RESOLUTION NO. 47-2017 – A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING CONCERNING WITHDRAWAL MANAGEMENT SERVICES BY AND BETWEEN JEFFERSON CENTER FOR MENTAL HEALTH, JEFFERSON COUNTY AND THE CITIES OF ARVADA, EDGEWATER, GOLDEN, LAKEWOOD, WHEAT RIDGE AND WESTMINSTER**

- ☐ PUBLIC HEARING  
☐ BIDS/MOTIONS  
☒ RESOLUTIONS

- ☐ ORDINANCES FOR 1<sup>ST</sup> READING  
☐ ORDINANCES FOR 2<sup>ND</sup> READING

QUASI-JUDICIAL: ☐ YES ☒ NO

  
City Manager

**ISSUE:**

Arapahoe House, a nonprofit health care organization and provider of treatment for drug and alcohol addiction, had a contract with the state of Colorado to provide withdrawal management (detox) services at locations in Aurora, Commerce City and Wheat Ridge until June 30, 2017. Jefferson Center for Mental Health (JCMH) officially took over these services in Wheat Ridge from Arapahoe House at the end of June 2017. The memorandum of understanding (MOU) under consideration for approval was drafted to establish the funding obligations of the local government members that are parties to the MOU and the powers and obligations of JCMH.

**PRIOR ACTION:**

None

**FINANCIAL IMPACT:**

The City of Wheat Ridge contributed \$12,637, based on a percentage of total Jefferson County population, in March 2017 to assist Arapahoe House in continuing detox services through June 30, 2017. If the MOU is approved by City Council, the City of Wheat Ridge will be obligated to pay

JCMH \$30,100 in 2018 and beginning in 2019 the payment will increase annually by the percentage of growth shown in the Denver-Boulder-Greeley consumer price index. The 2018 budget includes the necessary funding for 2018.

**BACKGROUND:**

In 1973, through a legislative declaration, the Colorado General Assembly found and declared that alcoholism and intoxication were matters of statewide concern. The General Assembly has appropriated funding annually to support medical detoxification in the Denver metropolitan area since that time. Arapahoe House, a nonprofit health care organization and provider of treatment for drug and alcohol addiction, had a contract with the state of Colorado to provide withdrawal management (detox) services at locations in Aurora, Commerce City and Wheat Ridge until June 30, 2017.

In late 2016, Arapahoe House announced it could no longer continue to provide detoxification services because the detox program had for years operated at a loss and the nonprofit could no longer continue subsidizing the program while also continuing its more intensive treatment efforts. Arapahoe House released the following statement announcing the closure:

*"With the implementation of the Affordable Care Act, Arapahoe House is now operating in a complex, challenging health care environment. As a nonprofit health care organization, we have an obligation to identify and provide the most effective forms of treatment, and to make smart choices about our resources in order to provide high quality treatment to the greatest number of individuals and families in our community.*

*Like many health care organizations, we are confronted with difficult choices.*

*Over the last several years, Arapahoe House has significantly subsidized our detox program. We are not adequately reimbursed for the cost of this valuable public safety net service and we can no longer sustain the gap in funding. We are working as hard as we can to fill the gap – yet, regardless of that outcome, we will be closing all withdrawal management services on June 30, 2017 at the latest, and January 31, 2017 at the earliest."*

Through a partnership with Jefferson County, other Jefferson County municipalities and Jefferson County hospitals, \$259,000 was contributed to Arapahoe House to assist them in continuing detox services through June 30, 2017. The City of Wheat Ridge's contribution was \$12,637 based on a percentage of total population.

The Parties to this MOU decided it would be in the best interest of Jefferson County residents for withdrawal management services to continue into the foreseeable future. Fortunately, JCMH agreed to provide these services at the former Arapahoe House facility located at 4643 Wadsworth Boulevard in Wheat Ridge. JCMH officially took over these services from Arapahoe House at the end of June 2017 and has recently purchased the property. The MOU under consideration for

approval was drafted to establish the funding obligations of the local government members and the powers and obligations of JCMH.

**RECOMMENDATIONS:**

Staff recommends approval of the Withdrawal Management Services MOU

**RECOMMENDED MOTION:**

“I move to approve Resolution No. 47-2017, a resolution approving a Memorandum of Understanding concerning Withdrawal Management Services by and between Jefferson Center for Mental Health, Jefferson County and the cities of Arvada, Edgewater, Golden, Lakewood, Wheat Ridge and Westminster.”

Or,

“I move to postpone indefinitely Resolution No. 47-2017, a resolution approving a Memorandum of Understanding concerning Withdrawal Management Services by and between Jefferson Center for Mental Health, Jefferson County and the cities of Arvada, Edgewater, Golden, Lakewood, Wheat Ridge and Westminster for the following reason(s) \_\_\_\_\_.”

**REPORT PREPARED/REVIEWED BY:**

Patrick Goff, City Manager

**ATTACHMENTS:**

1. Resolution No. 47-2017
2. Withdrawal Management Services MOU

**CITY OF WHEAT RIDGE, COLORADO**  
**RESOLUTION NO. 47**  
**Series of 2017**

**TITLE: A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING CONCERNING WITHDRAWAL MANAGEMENT SERVICES BY AND BETWEEN JEFFERSON CENTER FOR MENTAL HEALTH, JEFFERSON COUNTY AND THE CITIES OF ARVADA, EDGEWATER, GOLDEN, LAKEWOOD, WHEAT RIDGE AND WESTMINSTER**

**WHEREAS**, each participating Local Government Member, as defined in the MOU, independently possesses the power and authority to ensure the health, safety and welfare of its residents; and

**WHEREAS**, for many, the Local Government Members have each depended upon Arapahoe House, an Intoxication and Withdrawal Management Services Facility located at 4643 Wadsworth Boulevard, Wheat Ridge, Colorado, as the local provider of such services to residents of the Local Government Members; and

**WHEREAS**, Arapahoe House ceased providing Intoxication and Withdrawal Management Services on June 30, 2017; and

**WHEREAS**, the Local Government Members have decided it would be in the best interest of their residents for the Intoxication and Withdrawal Management Services to continue into the foreseeable future; and

**WHEREAS**, Jefferson Center for Mental Health (JCMH) has agreed to provide the Intoxication and Withdrawal Management Services at the existing Wheat Ridge, Colorado location; and

**WHEREAS**, the Parties agree that each Local Government Member should contribute to funding the Intoxication and Withdrawal Management Services on an ongoing basis, as it continues to be in the best interest of health, safety and welfare of their residents to administer the Services; and

**WHEREAS**, the Parties desire to establish this MOU to provide funding to JCMH, for continuation of the Intoxication and Withdrawal Management Services; and

**WHEREAS**, establishment of this MOU will serve a public purpose and will promote the health, safety and general welfare of inhabitants in and around Jefferson County.

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

The Memorandum of Understanding concerning Withdrawal Management Services is hereby approved. The Mayor and City Clerk are authorized to execute the same.

**DONE AND RESOLVED** this 11<sup>th</sup> day of December 2017.

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Bud Starker, Mayor

ATTEST:

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Janelle Shaver, City Clerk

**MEMORANDUM OF UNDERSTANDING CONCERNING  
WITHDRAWAL MANAGEMENT SERVICES**

**THIS MEMORANDUM OF UNDERSTANDING (“MOU”),** dated [\_\_\_\_\_] is made by and between the following Parties (each, individually, a “Party”):

- A. Jefferson Center for Mental Health, a not-for-profit community mental health organization serving Jefferson, Clear Creek and Gilpin counties (“**JCMH**”);
- B. The County of Jefferson, State of Colorado, a body politic and corporate (the “**County**”);
- C. The City of Arvada, a municipal corporation (“**Arvada**”);
- D. The City of Edgewater, a municipal corporation (“**Edgewater**”);
- E. The City of Golden, a municipal corporation (“**Golden**”);
- F. The City of Lakewood, a municipal corporation (“**Lakewood**”);
- G. The City of Wheat Ridge, a municipal corporation (“**Wheat Ridge**”); and
- H. The City of Westminster, a municipal corporation (“**Westminster**”).

**RECITALS**

A. Each participating Local Government Member, as defined herein, independently possesses the power and authority to ensure the health, safety and welfare of its residents.

B. For many years, the Local Government Members have each depended upon Arapahoe House, an Intoxication and Withdrawal Management Services Facility located at 4643 Wadsworth Boulevard, Wheat Ridge, Colorado, as the local provider of such services to residents of the Local Government Members.

C. Arapahoe House ceased providing Intoxication and Withdrawal Management Services on June 30, 2017.

D. The Local Government Members have decided it would be in the best interest of their residents for the Intoxication and Withdrawal Management Services to continue into the foreseeable future.

E. JCMH has agreed to provide the Intoxication and Withdrawal Management Services at the existing Wheat Ridge, Colorado location.

F. The Parties agree that each Local Government Member should contribute to funding the Intoxication and Withdrawal Management Services on an ongoing basis, as it continues to be in the best interest of health, safety and welfare of their residents to administer the Services.

G. The Parties desire to establish this MOU to provide funding to JCMH, for continuation of the Intoxication and Withdrawal Management Services.

H. Establishment of this MOU will serve a public purpose and will promote the health, safety and general welfare of inhabitants in and around Jefferson County.

**NOW, THEREFORE, IT IS MUTUALLY AGREED** by and between the Parties as follows:

**I. DEFINITIONS:**

As used in this MOU, the following terms are defined.

A. *Facility* shall mean the building and other appurtenances located at 4643 Wadsworth Boulevard, Wheat Ridge, Colorado, at which the Intoxication and Withdrawal Management Services are and will be provided.

B. *Fiscal year* shall mean the calendar year, beginning with January 1 and ending with December 31.

C. *Intoxication and Withdrawal Management Services, or Services* shall mean the following organized services, provided in an urgent care setting to both men and women in a clinically-managed, social model, detoxification facility, delivered by appropriately trained and certified staff who provide a 24-hour, 7-day-per-week supervision, observation, and support for patients who are intoxicated or experiencing withdrawal, where the intoxication or withdrawal signs and symptoms are sufficiently severe to require 24-hour structure and support:

1. Intoxication management
2. Withdrawal management
3. Assessment of patients
4. Brief interventions for substance use disorders
5. Administration of Naloxone/Narcan for opiate overdose reversal
6. Case management, including outreach
7. Coordination of care with aftercare providers
8. Assistance to law enforcement in maintaining public safety by placement of these individuals in a secure environment
9. Any additional services that are ancillary to the Services expressly identified herein and not otherwise in contradiction with this MOU
10. Any additional Services that are authorized in writing by all of the Local Government Members

D. *Intoxication Management* shall mean managing intoxicated individuals until they are sober.

E. *Local Government Member* shall mean Jefferson County and the municipalities participating in this MOU.

F. *Medical Screening Required Form* shall mean a set of defined questions that assist in making appropriate admission decisions regarding referrals for American Society of Addiction Medicine level of care, III.2 non-medical social detox.

G. *Police Referral Screening Tool* shall mean a set of defined brief screening questions to initially determine if patient meets referrals for American Society of Addiction Medicine level of care, III.2 non-medical social detox.

## II. OBLIGATIONS OF JCMH:

### A. **General Obligations and Standards of Care.**

1. JCMH shall establish and maintain access to quality care in its provision of the Services.
2. JCMH shall facilitate engagement in treatment of individuals entering the detoxification unit who have substance use disorder conditions, including those with severe substance use disorder.
3. JCMH shall prioritize improving health outcomes for individuals and the community. JCMH will use all appropriate opportunities to provide immediate harm reduction, and decrease undesirable utilization of emergency services. Ideally, the Services will include comprehensive community-based case management targeted at reducing harm and producing incremental improvement of overall health.

B. **Facility Location.** JCMH shall continue to operate the Facility at the Wheat Ridge, Colorado location and/or such additional or alternate locations as agreed by the Parties. JCMH shall provide a copy of the applicable lease agreement or purchase contract to any Local Government Member upon written request.

C. **Intake and Screening.** The Parties agree to implement preadmission and admission protocols, as set forth hereto as “Exhibit B,” which is incorporated by this reference.

### D. **Reporting Requirements.**

1. *Quarterly Report.* JCMH shall compile data on the Services, and share that data with the Local Government Members on a quarterly basis, using the form attached hereto as “Exhibit A.”
2. *Annual Report.* Annually, on or before January 1 of each calendar year, JCMH shall prepare and present to the Local Government Members a comprehensive written annual report of Facility activities, income and expenses. The annual report shall also be produced upon request of any Local Government Member.
3. *Reports required by law, regulation or contract.* JCMH shall prepare and present such reports as may be required by law, regulation, or contract to any authorized federal, state or local official to whom such report is required to be made in the course and operation of the Facility.
4. *Additional Reports requested by Local Government Members.* JCMH will render to the Local Government Members, at reasonable intervals, such reports and



accountings as the Local Government Members may from time to time request and as consented to by JCMH, which consent will not be unreasonably withheld.

E. **Quality Assurance.** Upon request, JCMH will participate in quality assurance meetings with one or more Local Government Members, with each party determining the personnel most appropriate to participate. Issues to be addressed include, at minimum, systematic and case specific issues. JCMH will track outcome data specific to service expertise, and provide the Local Government Members with any available written reports on a quarterly and/or annual basis. Upon request, JCMH will participate in reviewing JCMH's clinical services documentation of the residents receiving Services from the MOU. JCMH will complete satisfaction and other surveys upon request from the Local Government Members.

F. **Independent Contractor Relationship.** The relationship between JCMH and the Local Government Members shall be deemed as independent contractors. Neither JCMH, nor any employees of JCMH, are, or shall be deemed, employees of any of the Local Government Members, and JCMH shall be solely responsible for all benefits and Workers' Compensation Insurance coverages for all JCMH employees.

G. **Nondiscrimination.**

1. *Services.* The Services, amenities and programs at the Facility shall be made available to all persons regardless of race, creed, sex, color, national origin or ancestry, religion, disability, age, sexual orientation, gender identity, military or veteran status, and any other basis prohibited by federal, state or local law.
2. *Employment.* JCMH shall not discriminate on the basis of race, creed, color, national origin or ancestry, religion, age, sex, sexual orientation, gender identity, disability, military or veteran status, or national origin against any employee or applicant with respect to: (i) hiring, upgrading, demotion or transfer; (ii) recruitment or recruitment advertising; (iii) layoff or termination; (iv) rates of pay or other forms of compensation; and (v) selection for training, including apprenticeship.

H. **Use by Others.** It is the intention of the Parties that the Facility will serve the Local Government Members and their residents and visitors present in Jefferson County. To the extent other government entities refer residents to the Facility, JCMH is permitted to provide the Services to such individuals, provided the referring government entity fully pays for the cost of such individual services. The Local Government Members consent to JCMH setting and charging fees for Services provided directly to individual persons not referred by Local Government Members and all such fees shall be uniform within classes of service. The Local Government Members further consent to JCMH invoicing non-parties for services provided, and details of such invoices and data shall be included in the quarterly reports to the Local Government Members.

I. **Assignment.** JCMH will not assign or otherwise transfer its obligations under this Agreement without prior written consent of each and every participating Local Government Member.

J. **Compliance with Laws.** JCMH shall comply with all federal, state and local laws, including all local zoning and licensing requirements.

### **III. BUDGET AND FUNDING:**

#### **A. Budget Process.**

JCMH shall prepare a preliminary budget and submit it on or before March 31 of each year to the Local Government Members for comment. The participating Local Government Members shall submit comments on or before April 30 of that year. A final budget shall be submitted to each of the Local Government Members no later than May 31 of each year.

#### **B. Annual Funding.**

1. In consideration of the satisfactory performance of the Services, the Local Government Members shall pay JCMH \$500,000 for each calendar year, in accordance with the following breakdown:
  - a. Jefferson County will contribute \$150,000.
  - b. The remaining \$350,000 shall be contributed pro rata based on the contributing Local Government Members population within Jefferson County, as shown in the table below.
  - c. Local Government Members located partially within and partially without the territorial limits of Jefferson County, shall pay pro-rata based on the percentage in population of the Local Government Member that is located within Jefferson County.
2. The amounts to be contributed by each Local Government Member for the 2018 calendar year are set forth below in "Table 1."
3. The amounts to be contributed shall be computed and agreed upon among the Local Government Members by July 1 for the following fiscal year.
4. Beginning with the 2019 calendar year, the payment contribution required from each Local Government Member shall be increased by the percentage of growth, as shown in the Denver-Boulder-Greeley consumer price index.
5. The population for each Local Government Member, as obtained from Denver Regional Council of Governments, as of the date of execution of this agreement, is set forth in "Table 1." The population of each Local Government Member will be revised, and amount to be contributed recalculated on an annual basis.

**TABLE 1**

<b>Local Government Member</b>	<b>Population (within Jefferson County)</b>	<b>Percentage of Total Population</b>	<b>\$ Amount Contributed</b>
Jefferson County	----	----	\$150,000
City of Arvada	110,295	30.6	\$107,100
City of Edgewater	5,315	1.5	\$5,250
City of Golden	20,096	5.6	\$19,600
City of Lakewood	149,666	41.5	\$145,250
City of Wheat Ridge	31,108	8.6	\$30,100
City of Westminster	43,842	12.2	\$42,700

- C. **Contributions of Non-Participating Local Governments.** It is the intention that JCMH will serve the participating Local Government Members and their residents. To the extent other non-participating local governments refer residents to the Facility, JCMH is permitted to do so, provided the referring local government entity fully pays for the cost of such individual services rendered. JCMH will invoice non-parties for services, and details of such invoices and data should be included in the quarterly reports to the Local Government Members.
- D. **Contributions of New Parties.** In the event any new government entity subsequently joins this MOU by agreeing in writing to the terms of this MOU, as amended, it shall be treated as a participating Local Government Member, and its share of the Annual Funding shall be computed, appropriated and paid pro rata, as set forth herein. Furthermore, if a new Local Government Member is added after January 1, it shall contribute the appropriate percentage of its pro rata share, based upon the percentage of months remaining in that calendar year. In the event that a new additional Local Government Member joins this MOU, the total Annual Funding amount shall remain the same, and each participating Local Government Member's contribution shall be recalculated and decreased by the amount of that new additional funding, on a pro rata basis.
- E. **Additional Funding Sources.** In addition to the contributions from the Local Government Members, JCMH will continue to obtain funding for the Services and Facility from the Colorado Office of Behavioral Health (via the Managed Service Organizations), Medicaid, hospital support, limited insurance, and client fees. Such funding will be reflected in the Annual Report, and in the Budget, as referenced in this MOU. If additional funding sources are obtained in any year, the total Local Government Member contributions will decrease by the amount of that additional funding, on a pro rata basis.
- F. **Payment.**
1. JCMH shall invoice the Local Government Members annually, but no earlier than January 31 of each year, in accordance with "Table 1." JCMH shall prepare the invoices at its sole cost and shall include sufficient detail as determined by the Local Government Members to enable the Local Government Members to verify the appropriateness of the invoice. The Local Government Members shall pay each invoice within 30 calendar days of receipt of an approved invoice.
  2. Incorrect payments to JCMH due to omission, error, fraud, or defalcation may be recovered from JCMH by deduction for subsequent payments due to JCMH under this MOU and other agreements between the Local Government Members and JCMH.
  3. *Address.* Payments will be sent to JCMH at the following address: 70 Executive Center, 4851 Independence Street, Wheat Ridge, CO 80033-6715.

#### IV. INSURANCE AND LIABILITY:

A. **Insurance.** JCMH shall obtain and maintain adequate liability insurance coverage to protect against any and all claims and liabilities which may arise due to the activities, duties and obligations conducted by JCMH at the Facility under this Agreement, including the work of any independent contractors, during the term of this MOU. The liability insurance policies shall be primary and non-contributory for such claims and shall not contain any “excess” or “other insurance” clauses which limit their primary coverages, shall name each of the Local Government Members as additional insureds, and shall contain a waiver of subrogation in favor of the Local Government Members. The liability policies shall not be terminated or cancelled without at least 60 days prior written notice to the Local Government Members. JCMH shall carry general liability, or combination of general liability and umbrella policies, and automobile liability insurance in accordance with the following stipulated limits:

**For Liability:** \$1,000,000 per Occurrence/\$3,000,000 Aggregate Bodily Injury & Property Damage Combined Single Limit

**For Automobile:** \$1,000,000 Bodily Injury & Property Damage Combined Single Limit each Accident

**Workers’ Compensation Insurance:** JCMH shall provide Workers’ Compensation and Employer’s Liability insurance in conformance with all Colorado statutory limits for all persons employed by JCMH for the work to be performed under this MOU.

**Proof of Coverage:** JCMH shall provide to the Local Government Members, upon request, all required insurance policies, Certificates of Insurance and/or any endorsements necessary to show that the insurance coverages required herein have been procured and are being maintained. Certificates of Insurance shall provide that the insurance shall not be cancelled or terminated during the term of this MOU, and that sixty (60) days’ notice shall be given the Local Government Members prior to cancellation of policies.

**Indemnification of Local Government Members:** JCMH hereby agrees to defend, release and indemnify each of the Local Government Members, and agrees to hold each of the Local Government Members and its representatives and agents harmless for and on account of any act or omission of the JCMH in the execution of its duties and obligations under this MOU as specified herein, and this indemnification shall extend to and include Bodily Injury, Property Damage or Personal Injury, including compensatory, economic, punitive or special damages suffered by any person or entity in connection with this MOU. JCMH agrees to defend each of the Local Government Members hereunder and indemnify each of the Local Government Members, to include all court costs and attorney’s fees incurred in any defense required to be undertaken by the Local Government Members as a result of the actions of JCMH under this

MOU. Each of the Local Government Members, its officers and employees shall be added to JCMH's general liability policy as Additional Insured as its interests may appear.

Notwithstanding the foregoing, nothing contained herein shall be deemed a waiver by the Local Government Members of any of the protections afforded them by the Colorado Governmental Immunity Act (C.R.S. §§ 24-10-101, *et seq.*).

## **V. BOOKS AND RECORDS:**

A. **Recordkeeping.** JCMH shall maintain adequate and correct accounts of its funds, properties, and business transactions as it relates to the Facility, which accounts shall be open to inspection at any reasonable time by the Local Government Members and their attorneys or agents.

B. **Annual Audit.** JCMH shall conduct an annual audit after the end of each fiscal year. Such audit shall be conducted by one or more independent, certified public accountants, or registered accountants, or partnerships thereof, licensed to practice in the State of Colorado. JCMH shall tender a copy of each such audit to the Local Government Members, prior to January 1 of each year.

## **VI. TERM, RENEWAL AND TERMINATION:**

A. **Term and Renewal.** This MOU shall be in full force and effect upon approval of all parties. This MOU shall automatically renew on January 1 of each calendar year, subject to the provisions of this Article.

B. **Termination of Party Participation by Written Notice.** Any Party's participation in this MOU may be terminated effective by written notice from that Party to all other Parties at least 180 days prior to January 1 of any given year. Any Local Government Member terminating its participation pursuant to this provision shall not be entitled to any reimbursement of its contributions previously paid to JCMH.

C. **Termination of Local Government Member absent Required Notice.** In the event any Local Government Member elects to terminate its participation in this MOU not in accordance with this Article, such Local Government Member shall be considered in default and shall forfeit its entire contribution to JCMH for that year. Upon default, the defaulting Local Government Member shall forfeit all privileges and property it obtained as a result of its participation in this MOU. Should a defaulting Local Government Member seek at some later date to participate again in this MOU, such Local Government Member shall be required to meet the requirements and contributions of any new Local Government Member seeking participation pursuant to the terms of this MOU.

D. **Termination of Local Government Member for Non-Appropriation.** Should any Local Government Member fail to appropriate funds pursuant to its obligations set forth herein, such Local Government Member shall be considered in default and be treated the same as under Section C of this Article.

E. **Survival.** Notwithstanding anything herein to the contrary, the Parties understand and agree that all terms and conditions of this MOU that require continued performance or compliance beyond the termination or expiration of this MOU shall survive such termination or expiration and shall be enforceable against a Party if such Party fails to perform or comply with such a term or condition.

## **VIII. GENERAL PROVISIONS:**

A. **Conflict of Interest.** JCMH shall not knowingly perform any act that would conflict in any manner with the performances of the Services. JCMH certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of Services.

B. **Amendment.** This MOU may be amended at any time in writing by the unanimous agreement of the Parties.

C. **Severability.** If any provisions of this MOU or the application thereof to any Party or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the MOU which can be given effect without the invalid provision or application, and to this end, the provisions of the MOU are declared to be severable.

D. **Execution by Counterparts; Electronic Signatures.** This MOU may be signed in counterparts, each counterpart shall be deemed an original, and all the counterparts taken as a whole shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this MOU. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101 to 121.

E. **No Third Party Beneficiaries.** Except as otherwise stated herein, this MOU is intended to describe the rights and responsibilities of and between the Parties and is not intended to, and shall not be deemed to, confer rights upon any persons or entities not named as Parties, limit in any way governmental immunity and other limited liability statutes for the protection of the Parties, nor limit the powers and responsibilities of any other entity not a Party. Nothing contained herein shall be deemed to create a partnership or joint venture between the Parties with respect to the subject matter hereof.

F. **Supersedes and Replaces Prior Agreements.** This MOU supersedes and replaces all prior agreements amongst the Parties on the matters contained herein.

G. **Officials Not to Benefit.** No elected, appointed or employed member of any Local Government Member shall be paid or receive, directly or indirectly, any share or part of this MOU or any benefit that may arise therefrom.

H. **TABOR compliance; No General Obligation Indebtedness.** Because this MOU may extend beyond the current fiscal year, all of the Parties understand and intend that the obligation of the Local Government Members for funding hereunder constitutes a current expense of the Local Government Members payable exclusively from the Local Government Members' funds and appropriated each fiscal year and shall not in any way be construed to be a multi-fiscal

year debt or other financial obligations within the meaning of Article X, Section 20 of the Colorado Constitution, a general obligation indebtedness of the Local Government Members within the meaning of any provision of Article XI of the Colorado Constitution, or any other constitutional or statutory indebtedness.

I. **Waiver.** This MOU or any of its provisions may not be waived except in writing by a Party's representative. The failure of a Party to enforce any right arising under this MOU on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

J. **Proper Execution.** Each Party represents that all procedures necessary to authorize such Party's execution of this MOU have been performed and that the person signing for such party has been authorized to do so.

K. **Governing Law and Venue.** It is the intention of the Parties to this MOU that this MOU and the performance under this MOU, and all suits and special proceedings under this MOU, be construed in accordance with and governed, to the exclusion of laws of any other forum, by the laws of the State of Colorado, without regard to the jurisdiction in which any action or special proceeding may be instituted. Venue for any action concerning this MOU shall be proper and exclusive in the District Court for Jefferson County, Colorado.

L. **Illegal Aliens/Authorization to Work.** If JCMH has any employees or subcontractors, JCMH shall comply with C.R.S. §8-17.5-101, et seq., regarding Illegal Aliens - Public Contracts for Services, and this MOU. By execution of this MOU, JCMH certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this MOU and that JCMH will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this MOU.

1. JCMH shall not:
  - a. Knowingly employ or contract with an illegal alien to perform work under this MOU; or
  - b. Enter into a contract with a subcontractor that fails to certify to JCMH that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this MOU.
2. JCMH has confirmed the employment eligibility of all employees who are newly hired for employment to perform Services under this MOU through participation in either the E-Verify Program or Department Program.
3. JCMH shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this MOU is in effect.
4. If JCMH obtains actual knowledge that a subcontractor performing work under this MOU knowingly employs or contracts with an illegal alien, JCMH shall:
  - a. Notify the subcontractor and the Local Government Members within three days that JCMH has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the preceding sub-subparagraph of this subparagraph, the subcontractor does not stop employing or contracting with the illegal alien; except that JCMH shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
  - 5. JCMH shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. §8-17.5-102(5).
  - 6. If JCMH violates this provision of this MOU, the Local Government Members may terminate the MOU for a breach of contract. If JCMH is so terminated, JCMH shall be liable for actual and consequential damages to the Local Government Members as required by law.
  - 7. The Local Government Members will notify the Office of the Secretary of State if JCMH violates this provision of this MOU and the Local Government Members terminate the MOU for such breach.
- M. **Public Document.** JCMH hereby acknowledges that the Local Government Members are public entities subject to the Colorado Open Records Act, C.R.S. § 24-72-201, *et seq.*, and as such, this MOU will be subject to public disclosure thereunder.

N. **Electronic Disposition.** The Parties acknowledge and agree that the original of this MOU, including the signature pages, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this MOU, may be used for any purpose as if it were the original, including proof of the content of the original writing.

- O. **Ownership of Documents/Deliverables.** Any data, documents or other things or information provided by a Local Government Member to JCMH or to which JCMH has access during the performance of the Services (the “Documents”) and any reports, drawings, results, conclusions of the Services or other writings or products produced by JCMH (the “Deliverables”) shall be and remain the sole property of the Local Government Member at all times; and JCMH shall not use any of the Deliverables or Documents for any other purpose. The Local Government Members shall, respectively, retain all right, title and interest in and to both the Documents and the Deliverables. JCMH shall not disclose to any third party any Document or Deliverable without the prior written approval of the Local Government Members unless required under the Colorado Public Records Act or other law.
- P. **Confidentiality.** During the course of JCMH’s performance of the Services, JCMH may have access to certain confidential and proprietary information owned or controlled by the Local Government Members that may be disclosed to JCMH and JCMH’s employees, agents, representatives, assigns or subcontractors orally, in writing or by observation. All such information disclosed to JCMH or JCMH’s employees shall be maintained in strict confidence, shall not be used except as



necessary for the performance of this MOU and shall not be disclosed to any third party without prior written approval of the Local Government Members unless required under the Colorado Public Records Act or other law. All tangible items or material developed by or made available to JCMH or JCMH's employees, agents, representatives, assigns, or subcontractors hereunder shall be delivered to the Local Government Members promptly upon the cancellation, termination or completion of this MOU.

Q. **Notice.** All notices, requests, demands or other communications required or permitted by the terms of this MOU will be given in writing and delivered to the Parties of this MOU as follows:

1. Jefferson Center for Mental Health  
CEO & President  
4851 Independence Street  
Wheat Ridge, CO 80033
2. Jefferson County  
County Commissioners  
700 Jefferson County Parkway, Suite 300  
Golden, CO 80401
3. City of Arvada  
City Manager  
8101 Ralston Rd.  
Arvada, CO 80002
4. City of Edgewater  
City Manager  
2401 Sheridan Boulevard  
Edgewater, CO 80214
5. City of Golden  
City Manager  
911 10<sup>th</sup> Street  
Golden, CO 80401
6. City of Lakewood  
Chief of Police  
480 S. Allison Pkwy.  
Lakewood, CO 80226
7. City of Wheat Ridge  
City Manager  
7500 W. 29<sup>th</sup> Ave.  
Wheat Ridge, CO 80033

8. City of Westminster  
City Manager  
4800 W. 92<sup>nd</sup> Ave.  
Westminster, CO 80031

or to such other address as any Party may from time to time notify the other.

The Parties execute this MOU on the most recent date indicated below.

**COUNTY OF JEFFERSON**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**JEFFERSON CENTER FOR MENTAL HEALTH**

\_\_\_\_\_  
Harriet L. Hall, President

Date: \_\_\_\_\_

**CITY OF ARVADA**

\_\_\_\_\_  
Marc Williams, Mayor

Date: \_\_\_\_\_

**CITY OF EDGEWATER**

\_\_\_\_\_  
Laura Keegan, Mayor

Date: \_\_\_\_\_

**CITY OF GOLDEN**

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Marjorie N. Sloan, Mayor

Date: \_\_\_\_\_

**CITY OF LAKEWOOD**

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Adam Paul, Mayor

Date: \_\_\_\_\_

**CITY OF WESTMINSTER**

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Herb Atchison, Mayor

Date: \_\_\_\_\_

**CITY OF WHEAT RIDGE**

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Bud Starker, Mayor

Date: \_\_\_\_\_

**JEFFERSON COUNTY SHERIFF**

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Jeff Shrader, Sheriff

Date: \_\_\_\_\_

## **EXHIBIT A**

### **JCMH Quarterly Reporting Form**

For the three month period ending on \_\_\_\_\_

<b>Local Government Member</b>	<b>Number of Patients served from:</b>	<b>Percentage one-time Patients</b>	<b>Percentage repeat Patients</b>	<b>Percentage of Patients receiving other mental and behavioral health services</b>
Jefferson County				
City of Arvada				
City of Edgewater				
City of Golden				
City of Lakewood				
City of Wheat Ridge				
City of Westminster				

<b>Non-Participating local government referring Patients</b>	<b>Number of Patients Served</b>	<b>Amount Billed</b>	<b>Amount Paid</b>	<b>Other Details</b>

**Other Data:** [JCMH please fill in]

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## **EXHIBIT B**

### **Preadmission and Admission Protocols**

#### **PRE-ADMISSION PROTOCOLS**

1. A Medical Screening Required Form will be used by the admissions technician to screen clients with the transporting officer present.
2. Medical refusals will be transported by ambulance, outreach van driver from JCMH or the officer in that order. The officer will be involved in that decision based on safety needs.
3. Clients who do not demonstrate behavioral self-control at the time of admission may present a danger to themselves or others including staff. If a definitive refusal is obtained at screening using the Police Referral Screening Tool, the patient will be transported to the hospital for a medical assessment by the original agency.
4. If a medical release is obtained and the patient is still not demonstrating behavioral self-control, then the patient can be transported to the jail. Officers will contact the jail to determine if there is space available for the withdrawal management.
5. If the jail is unavailable, the client shall be left in the care of medical staff until such time as the client is no longer a danger to himself or others.

#### **ADMISSION PROTOCOLS**

1. Clients who are in the custody of the Facility and who become uncooperative and/or present a danger to JCMH facility staff or other clients may be refused. JCMH facility staff will call the Wheat Ridge Police Department when this occurs. A Police Referral Screening Tool will be completed by JCMH facility staff citing the reasons for the refusal.
2. Wheat Ridge Police Department will transport the client to the hospital for a medical assessment.
3. If a medical release is obtained and the patient is still not demonstrating behavioral self-control, then the patient can be transported to the jail. Officers will contact the jail to determine if there is space available for the withdrawal management.
4. If the jail is unavailable, the client shall be left in the care of medical staff until such time as the client is no longer a danger to himself or others.

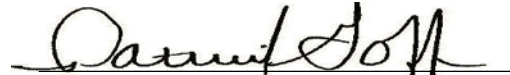
**REQUEST FOR CITY COUNCIL ACTION****TITLE: RESOLUTION NO. 46-2017 – A RESOLUTION APPROVING A DISPATCHER TRANSITION AND LICENSE AGREEMENT WITH THE JEFFERSON COUNTY COMMUNICATIONS CENTER AUTHORITY**

- ☐ PUBLIC HEARING  
☐ BIDS/MOTIONS  
☒ RESOLUTIONS

- ☐ ORDINANCES FOR 1<sup>ST</sup> READING  
☐ ORDINANCES FOR 2<sup>ND</sup> READING

QUASI-JUDICIAL: ☐ YES ☒ NO

  
Chief of Police

  
City Manager

**ISSUE:**

Effective January 1, 2018, employees of the Wheat Ridge Communications Center will become employees of the Jefferson County Communications Center Authority (Jeffcom). The attached agreement outlines the terms and conditions of the transfer of Wheat Ridge Communication Center employees to Jeffcom, as well as the conditions that will allow Jeffcom employees to utilize the Wheat Ridge Police Department's Public Safety Answering Point (PSAP) until the transfer of these call-takers and dispatchers to Jeffcom in 2018.

**PRIOR ACTION:**

An Intergovernmental Agreement (IGA) was approved by City Council on March 28, 2016, to provide for a single call-taking and dispatch center for police and fire agencies in Jefferson County.

**FINANCIAL IMPACT:**

Funds were budgeted in the 2018 Police Department General Fund Budget to pay Jeffcom costs in 2018. The 2018 General Fund cost is \$645,747 for Jeffcom services.

**BACKGROUND:**

The Jeffcom IGA approved on March 28, 2016 outlined the process to create a new, regional public safety answering point (PSAP) and the Dispatcher Transition and License Agreement is a necessary step for the transition to the new communications center in 2018. The current transition plan calls for Wheat Ridge Communication Center employees to become employees of Jeffcom effective January 1, 2018, at 12:01 a.m., and for these employees to continue to utilize the Wheat Ridge Communications Center until the cutover date.

The Jefferson County Sheriff's Office and the Golden Police Department will cut-over to Jeffcom in mid-February. In mid-March, the Arvada Police Department, Arvada Fire District and Wheat Ridge Police Department will cut-over operations to Jeffcom. The Lakewood Police Department and Evergreen Fire District will transition effective April 1, 2018, and West Metro Fire District is already located in the new center.

From a personnel perspective, it was important to identify which member agencies' employees were moving to Jeffcom, establish a pay and benefits plan, and identify team leaders for the new center. In reviewing the transition plan, the Jeffcom Board realized the importance of having employees know they had a position at Jeffcom, including information on salary and benefits. All Wheat Ridge Communication Center employees have been engaged with staff from the Police Department, Human Resources and Jeffcom throughout this process. All employees were provided with Jeffcom employment letters, as well as information on salaries and benefits. Jeffcom will be conducting benefit enrollment in early December. Supervisory reporting relationships will be established between Jeffcom and Wheat Ridge command staff prior to the transition.

**RECOMMENDATIONS:**

Police Department staff recommends that City Council approve the Dispatcher Transition and License Agreement with Jeffcom.

**RECOMMENDED MOTION:**

"I move to approve Resolution No. 46-2017, a resolution approving a Dispatcher Transition and License Agreement with the Jefferson County Communication Center Authority.

Or,

"I move to postpone indefinitely Resolution No. 46-2017, a resolution approving a Dispatcher Transition and License Agreement with the Jefferson County Communication Center Authority for the following reason(s) \_\_\_\_\_."

**REPORT PREPARED/REVIEWED BY:**

Daniel Brennan, Chief of Police

Patrick Goff, City Manager

**ATTACHMENTS:**

1. Resolution No. 46-2017
2. Jeffcom dispatcher transition and license agreement



**CITY OF WHEAT RIDGE, COLORADO**  
**RESOLUTION NO. 46**  
Series of 2017

**TITLE: A RESOLUTION APPROVING A DISPATCHER TRANSITION  
AND LICENSE 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 (the “Creation Agreement”); and

**WHEREAS**, under the Creation Agreement, Jeffcom will eventually operate a centralized communications and dispatching center in Lakewood, Colorado (“Dispatch Center”) that will enable consolidation of all member agencies’ dispatching centers; and

**WHEREAS**, under the Creation Agreement, Wheat Ridge dispatching employees will become Jeffcom employees on January 1, 2018, however, the Dispatch Center will not be operational until sometime after January 1, 2018; and

**WHEREAS**, Jeffcom has proposed an agreement under which current Wheat Ridge dispatching employees may continue to use Wheat Ridge dispatching facilities in 2018 until such employees are moved and transitioned to the Dispatch Center, projected to occur no later than May, 2018; and

**WHEREAS**, the City Council finds and determines that the proposed transition agreement is in the best interest of the public health, safety and welfare, by ensuring that local dispatch services continue to be available and reliable during the transition of those critical public safety services to a new physical location; 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 Dispatcher Transition and License 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 11<sup>th</sup> day of December 2017.

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Bud Starker, Mayor

ATTEST:

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Janelle Shaver, City Clerk

## **DISPATCHER TRANSITION AND LICENSE AGREEMENT**

THIS DISPATCHER TRANSITION AND LICENSE AGREEMENT (“Agreement”) is made and entered into as of January 1, 2018 by and between the Jefferson County Communications Center Authority (“Jeffcom”) and the City of Wheat Ridge (“Wheat Ridge”). Jeffcom and Wheat Ridge are collectively referred to herein as, the “Parties.”

### **RECITALS**

A. Wheat Ridge is a home rule municipality duly organized and existing under Articles XX of the Colorado Constitution and the Wheat Ridge Home Rule Charter; and

B. 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”) entered into by and among the Cities of Arvada, Golden, Lakewood and Wheat Ridge; the Jefferson County Sheriff’s Office; and Arvada Fire Protection District, Evergreen Fire Protection District and West Metro Fire Protection District (collectively, the “Members”); and

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

D. Pursuant to Paragraph 3.4.1 of the Creation Agreement, Jeffcom is constructing a communications and dispatching center on behalf of the Members at 433 S. Allison Way, Lakewood, Colorado 80226 (“Dispatch Center”) that will enable consolidation of the Members’ respective public safety answering point (“PSAP”) operations; and

E. 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, respectively; and

F. Pursuant to Paragraph 6.4 of the Creation Agreement, employment of Wheat Ridge’s PSAP personnel (“Dispatchers”) will be transferred from Wheat Ridge to Jeffcom as of January 1, 2018, however, the Parties expect the Dispatch Center will not begin active operations as a PSAP until after January 1, 2018; and

G. Despite being employed by Jeffcom as of January 1, 2018, some or all of the Dispatchers will continue to work temporarily at the PSAP operated by Wheat Ridge (the “Wheat Ridge PSAP”), until sometime after the Dispatch Center begins active operations; and

H. The Dispatchers will begin working at the Dispatch Center in phases over a period of several months, which is anticipated to occur between February and April, 2018 (the “Transition Period”); and

I. This Agreement sets forth the terms and conditions upon which Wheat Ridge will transfer its Dispatchers to Jeffcom and allow the Dispatchers to use the Wheat Ridge PSAP during the Transition Period.

## **AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

1. Term. The term of this Agreement shall commence on January 1, 2018 and expire on the date on which all Dispatchers are working at the Dispatch Center, which is expected to be on or before May 31, 2018, and in no event later than December 31, 2018.

2. Employment Transfer Date. All Dispatchers shall cease to be employees of Wheat Ridge at midnight on December 31, 2017 and shall become employees of Jeffcom at 12:01 a.m. on January 1, 2018.

3. Work Location; Grant of License.

(a) All Dispatchers shall continue to work at the Wheat Ridge PSAP until Jeffcom directs such Dispatchers to begin working at the Dispatch Center. The Dispatchers will begin working at the Dispatch Center in phases, according to a schedule determined by Jeffcom, but in no event shall any Dispatcher continue working at the Wheat Ridge PSAP past May 31, 2018.

(b) Wheat Ridge hereby grants to Jeffcom and its employees a revocable, non-exclusive license (the “License”) to enter into and use the Wheat Ridge PSAP at any time for use in connection with the dispatching services provided by the Dispatchers during the Transition Period. The License includes the right to access and use the common areas and parking lots associated with the Wheat Ridge PSAP and the right to use the furniture and equipment currently located in the Wheat Ridge PSAP. Jeffcom shall be solely responsible for any damage caused by Jeffcom or its employees to the Wheat Ridge PSAP and associated common areas, parking lots, furniture, and equipment. Wheat Ridge will provide all utilities necessary for Jeffcom’s use of the Wheat Ridge PSAP including, without limitation, telephone and Internet service. The Parties shall exercise reasonable efforts to avoid or minimize any interference with each other’s operations.

4. Supervision. Beginning January 1, 2018, the Dispatchers shall be supervised exclusively by Jeffcom, regardless of whether their work location is the Dispatch Center or the Wheat Ridge PSAP. Any job-related communications between

Wheat Ridge and a Dispatcher during the Transition Period shall be made through Jeffcom. Wheat Ridge shall notify Jeffcom, not the Dispatcher, of any problems or concerns it has with respect to a Dispatcher during the Transition Period. If any Dispatcher violates Jeffcom's policies or procedures, or any applicable policies and procedures of the Wheat Ridge PSAP, Wheat Ridge may recommend specific disciplinary action it believes is appropriate for such Dispatcher, and/or may request that the Dispatcher be removed from the Wheat Ridge PSAP and reassigned to a different location. All disciplinary action for Dispatchers will be determined by Jeffcom in its sole discretion. Jeffcom shall notify Wheat Ridge of any change in employment status of a Dispatcher assigned to the Wheat Ridge PSAP, including resignation, termination, or any disciplinary action.

5. Wages; Benefits. Beginning January 1, 2018, Jeffcom shall pay the Dispatchers' wages, including any overtime compensation, and provide benefits in accordance with policies adopted by Jeffcom. After such date, Wheat Ridge shall have no obligation to pay or otherwise fund any portion of Dispatchers' wages and benefits. Jeffcom shall pay, withhold and transmit payroll taxes and provide unemployment insurance and workers' compensation benefits.

6. Liability. Beginning January 1, 2018, Jeffcom shall be liable for the intentional or negligent acts and omissions of the Dispatchers who are employees of Jeffcom, regardless of whether their work location is the Dispatch Center or the Wheat Ridge PSAP. To the extent permitted by law, Jeffcom shall indemnify, defend and hold harmless Wheat Ridge and its directors, officers, employees and volunteers (collectively, "Indemnitees") against any and all loss, damage, claim or suit (including reasonable attorneys' fees, costs and expenses) arising from or relating to any intentional or negligent act or omission by Jeffcom or its employees while on Wheat Ridge's premises or using the Wheat Ridge PSAP. Wheat Ridge has the sole right to choose legal counsel to represent the Indemnitees in any claim arising under this section, notwithstanding Jeffcom's obligation to pay the reasonable attorneys' fees, costs and expenses incurred by such legal counsel. Notwithstanding the foregoing, under no circumstances shall Jeffcom or Wheat Ridge be liable to the other party for special, punitive, indirect or consequential damages arising out of or in connection with this Agreement. 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 its officers or employees. This section shall survive termination of this Agreement.

7. Insurance. The Parties shall 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 CGIA, whichever is higher. All insurance policies (except workers' compensation) maintained by Jeffcom during the term of the Agreement shall include Wheat Ridge and its elected officials and employees as additional insureds, and all insurance policies (except workers' compensation) maintained by Wheat Ridge for the term of the Agreement shall include Jeffcom and its elected officials and employees as additional insureds.

8. 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.

9. Law; Jurisdiction and Venue. The laws of the State of Colorado shall govern the construction, interpretation, execution and enforcement of this Agreement. Jurisdiction and venue for any dispute between the Parties arising out of or relating to this Agreement shall lie exclusively in the State of Colorado District Court for Jefferson County.

10. 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.

11. 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.

12. 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.

13. Assignment. This Agreement shall not be assigned or delegated except with the prior written consent of the Parties.

14. Alternative Dispute Resolution. In the event of any dispute or claim arising from or related to this Agreement, the Parties shall use their best efforts to settle such dispute or claim through good faith negotiations with each other. If such dispute or claim is not settled through negotiations within thirty (30) days after the earliest date on which one party notifies the other party in writing of its desire to attempt to resolve such dispute or claim through negotiations, then the Parties agree to attempt in good faith to settle such dispute or claim by mediation conducted under the auspices of the Judicial Arbitrator Group ("JAG") of Denver, Colorado or, if JAG is no longer in existence, or if the Parties agree otherwise, then under the auspices of a recognized established mediation service within the State of Colorado. Such mediation shall be conducted within sixty (60) days following either party's written request therefor. If such dispute or claim is not settled through mediation, then either party may initiate a civil action in the District Court for Jefferson County.

JEFFERSON COUNTY COMMUNICATIONS  
CENTER AUTHORITY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CITY OF WHEAT RIDGE

By: \_\_\_\_\_  
Name: Bud Starker  
Title: Mayor

ATTEST:


\_\_\_\_\_  
Janelle Shaver, City Clerk

**REQUEST FOR CITY COUNCIL ACTION****TITLE: A MOTION TO APPROVE PAYMENT TO THE JEFFERSON COUNTY COMMUNICATIONS AUTHORITY IN THE AMOUNT OF \$645,747 FOR E-911 CALL-TAKING AND POLICE RADIO DISPATCH SERVICES**

- ☐ PUBLIC HEARING  
☒ BIDS/MOTIONS  
☐ RESOLUTIONS

- ☐ ORDINANCES FOR 1<sup>ST</sup> READING  
☐ ORDINANCES FOR 2<sup>ND</sup> READING

QUASI-JUDICIAL:

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

The Police Department is requesting authorization of a payment to the Jefferson County Communications Authority (Jeffcom) in the amount of \$645,747, which is the City's 2018 share of costs for the regional call-taking and dispatch center for police and fire agencies in Jefferson County.

**PRIOR ACTION:**

An Intergovernmental Agreement (IGA) was approved by City Council on March 28, 2016, to provide for a single call-taking and dispatch center for police and fire agencies in Jefferson County. The IGA outlines a funding formula termed the Equitable Sharing Cost Allocation Funding Formula. This formula includes standardized staffing costs, taking into account the costs expended by each Member to provide its own emergency services communications and dispatching center. The formula includes costs for supplies, services, equipment, maintenance and reserve funding, as well as employee salaries, benefits and training.

**FINANCIAL IMPACT:**

Per the IGA, the City is responsible for 6.1% of the operating costs for Jeffcom, which is \$645,747 in 2018, to be paid in quarterly payments. The quarterly payments are \$161,436.75. These costs were anticipated and were included in the 2018 Police Department General Fund Budget, under



account numbers 01-201-700-750 (Police Administration) and 01-204-600-602 (Communications Center).

**BACKGROUND:**

City Council approved an IGA in 2016, which established Jeffcom. Jeffcom will become operational on January 1, 2018, at 12:01 a.m., at which time Jeffcom assumes financial responsibilities for employee salaries, benefits, training, supplies, services, equipment, maintenance, and reserve funding.

Section 7.2 of the Jeffcom IGA establishes the process of establishing the initial budget for Jeffcom, and Section 7.3 describes the requirements for establishing the Annual Budget. The initial IGA contemplated Jeffcom providing services by July 2017; however, due to the scope and complexity of this consolidation, the actual transition to Jeffcom was delayed until 2018. The current transition schedule has Wheat Ridge Communication Center employees becoming Jeffcom employees on January 1, 2018, and the transition of call-taking and dispatching services to the new Jeffcom facility occurring as early as March 2018.

The IGA outlines that the quarterly payments shall be paid, "... on the first day of each quarter of the next immediately following fiscal year (January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup> and October 1<sup>st</sup>) or on such other schedule as may be determined by the Board."

**RECOMMENDATIONS:**

Staff recommends that the City Council approve the payment of \$645,747 to the Jefferson County Communications Center Authority for E-911 call-taking and police dispatching services in 2018. This payment will be distributed in quarterly payments as outlined in the IGA.

**RECOMMENDED MOTION:**

"I move to approve payment to Jefferson County Communications Center Authority in the amount of \$645,747 for E-911 call-taking and police radio dispatch services."

Or,

"I move to deny payment to Jefferson County Communications Center Authority in the amount of \$645,747 for E-911 call-taking and police radio dispatch services for the following reasons \_\_\_\_\_."

**REPORT PREPARED/REVIEWED BY:**

Daniel Brennan, Chief of Police

Patrick Goff, City Manager

**ATTACHMENTS:**

1. 2018 Jeffcom Invoice

**JEFFERSON COUNTY COMMUNICATIONS  
CENTER AUTHORITY  
(JEFFCOM 911)**

c/o COMMUNITY RESOURCE SERVICES, LLC  
7995 E. PRENTICE AVENUE, SUITE 103E  
GREENWOOD VILLAGE, CO 80111  
(303) 381-4960



INVOICE NO.

WP-2018-1

Wheat Ridge Police Department

c/o Chief Brennan  
7500 W 29<sup>th</sup> Ave  
Wheat Ridge, CO 80033

**DUE DATE**

**AMOUNT DUE**

**12/31/2017**

**\$161,436.75**

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT.  
THANK YOU

INVOICE NO.		DATE INVOICE MAILED	INVOICE PIEROD			INVOICE AMOUNT
			FROM	TO		
WP-2018-1		12/1/2017	01/01/2018	3/31/2018		\$161,436.75
DESCRIPTION						NET AMOUNT
1 <sup>ST</sup> QTR - MEMBER AGENCY CONTRIBUTION TO JEFFCOM PER IGA						
</						

ATTACHMENT 1

**Jefferson County Communications Center Authority  
(Jeffcom911)**

Retain this portion for your records.

**REQUEST FOR CITY COUNCIL ACTION****TITLE: MOTION TO APPOINT ELECTED OFFICIALS TO  
OUTSIDE AGENCIES**

☐ PUBLIC HEARING  
☒ BIDS/MOTIONS  
☐ RESOLUTIONS

☐ ORDINANCES FOR 1<sup>ST</sup> READING (10/12/15)  
☐ ORDINANCES FOR 2<sup>ND</sup> READING (10/26/15)

QUASI-JUDICIAL: ☐ YES ☒ NO

  
\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
City Manager

**ISSUE:**

2018 Outside Agency Committee appointments

**PRIOR ACTION:**

None

**FINANCIAL IMPACT:**

None

**BACKGROUND:**

City representatives are appointed to the various agencies at a regular City Council Meeting by motion.

**RECOMMENDATIONS:**

Per Mayor Starker the following Outside Agency positions for appointment are:

- Applewood Business Association
- Jefferson County School Liaison

**RECOMMENDED MOTION:**

“I move to appoint Council Member Janeece Hoppe to the Jefferson County School Liaison position, with Council Member Leah Dozeman appointed as alternate.”

And,

“I move to appoint Council Member Janeece Hoppe to the Applewood Business Association.”

Or,

“I move to deny the appointment of \_\_\_\_\_ for the following reason(s)  
\_\_\_\_\_.”

**REPORT PREPARED/REVIEWED BY:**

Janice Smothers, Administrative Assistant to the Mayor and City Council

Patrick Goff, City Manager

**ATTACHMENT:**

1. Special Committees/Council Appointments, Updated December 11, 2017

**SPECIAL COMMITTEES/COUNCIL APPOINTMENTS  
CITY OF WHEAT RIDGE  
UPDATED December 11, 2017**

BOARDS AND COMMISSIONS AUTHORIZED BY SECTION 2-15 THROUGH 2-26 OF THE CODE OF LAWS OF  
THE CITY OF WHEAT RIDGE

**POLICE PENSION FUND BOARD OF TRUSTEES**

Bud Starker	Mayor	303-235-2800
Janelle Shaver	City Clerk	303-235-2823
Jerry DiTullio	Treasurer	303-235-2810

**COLORADO MUNICIPAL LEAGUE (CML)**

Zachary Urban	Council Member	
Monica Duran	Council Member	Alternate

**DRCOG**

Bud Starker	Mayor	
George Pond	Council Member	Alternate

**JEFFERSON COUNTY COMMUNITY CORRECTIONS BOARD**

Janelle Shaver	City Clerk	
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**COMMUNITY DEVELOPMENT ADVISORY COMMITTEE**

Ken Johnstone	City Director	
Tim Fitzgerald	Alternate	

**JEFFERSON ECONOMIC COUNCIL**

Bud Starker	Mayor/Council Member	
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**JEFFCO TRANSPORTATION ACTION AND ADVOCACY GROUP**

George Pond	Council Member	
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**POLICE SEIZURE FUND**

Larry Mathews	Council Member	
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**HOUSING AUTHORITY**

Tim Fitzgerald	Council Member	
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**RENEWAL WHEAT RIDGE**

Kristi Davis	Council Member	
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**WEST CHAMBER**

Kristi Davis	Council Member	
Jerry DiTullio	Alternate	

**APPLEWOOD BUSINESS ASSOCIATION**

Janeece Hoppe	Council Member	
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**JEFFERSON COUNTY SCHOOL LIAISON**

Janeece Hoppe	Council Member	
Leah Dozeman	Council Member Alternate	

**WHEAT RIDGE BUSINESS DISTRICT**

Bud Starker	Mayor	
Tim Fitzgerald	Council Member	
Janeece Hoppe	Council Appointed	