

AGENDA

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

February 26, 2018
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 Study Session Notes of February 5, 2018 and Special Study Session Notes of January 22, 2018

PROCLAMATIONS AND CEREMONIES

CITIZENS' RIGHT TO SPEAK

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

APPROVAL OF AGENDA

ORDINANCES ON FIRST READING

1. Council Bill 05-2018– approving the rezoning of property located at 4433 Tabor Street from Agriculture-One (A-1) to Mixed Use-Neighborhood District (MU-N) (Case No. WZ-18-01/Kennedy)

ORDINANCES ON FIRST READING cont.

2. Council Bill 06-2018 – repealing unnecessary Code Sections in Chapter 19

DECISIONS, RESOLUTIONS AND MOTION

3. Resolution 14-2018 – approving the Jefferson County Communications Center Authority Member Services Agreement
4. Resolution 12-2018 – concerning the proposed Redevelopment within the Applewood Shopping Center for the Development of a Hacienda Colorado Restaurant, and authorizing a Cooperation Agreement in connection therewith
5. Motion to award the 2018 Crack Seal Project and subsequent payments to Precise Striping, LLC, Frederick, Colorado, in the amount of \$126,990.00 with a Contingency amount of \$6,350.00 and Authorize the Director of Public Works to issue Change Orders up to a total Contract and Contingency amount of \$133,340.00
6. Resolution 13-2018 – designating the City Hall Lobby as the Official Public Notice Posting Location and the Wheat Ridge Transcript as the Official Newspaper of General Circulation for City Publications in 2018

CITY MANAGER'S MATTERS

CITY ATTORNEY'S MATTERS

ELECTED OFFICIALS' MATTERS

ADJOURN TO Special Study Session

STUDY SESSION NOTES

CITY OF WHEAT RIDGE, COLORADO

City Council Chambers 7500 W. 29th Avenue

February 5, 2018

Mayor Bud Starker called the Study Session to order at 6:30 p.m.

Council members present: Monica Duran, Zachary Urban, George Pond, Kristi Davis, Tim Fitzgerald, Larry Mathews, Leah Dozeman

Absent: Janeece Hoppe

Also present: City Clerk, Janelle Shaver; City Manager, Patrick Goff; Parks and Recreation Director, Joyce Manwaring; Police Chief Daniel Brennan; Administrative Services Director, Heather Geyer; Public Works Director, Scott Brink; guests and interested citizens

1. Staff Report(s) none

2. Citizen Sustainability Committee Quarterly Update –

Members of the Wheat Ridge Environmental Sustainability Committee (WRESC) were present to update the Council on the progress of their work. Leaders Amy DePierre and Joy Opp gave a slide presentation.

Amy DePierre reviewed the six areas of concern (in **bold** below) and reported WRESC is still in the process of refining the details of their recommendations.

- The committee has met every other week since last June.
- Phase 1 (preliminary background work) concluded in September – the last time WRESC reported to Council.
- Phase 2 is in progress. They've divided into small groups and had 4 meetings each.
- Final recommendations will be presented in June.
- Other accomplishments include
 - WRESC pages on the City website.
 - Three published articles
 - Regular social media outreach
 - Recently applied to Xcel's Partners in Energy Program
- **Communication and engagement**
 - They are engaging the community about why sustainability is important and how it will improve everyone's quality of life.
 - A variety of outreach tools can be used to communicate the WRESC goals.
 - They've identified existing programs they consider valuable to their mission.
 - One recommendation is a Green Business Award to be given annually by Council.

Joy Opp explained the goals and action items for the remaining five topic areas.

- **Renewable Energy**
- **Water**
- **Solid Wastes and Recycling**
- **Transportation**
- **Green Building and Energy Efficiency**

They have developed a "Why?", Goals and Strategies for each topic. The final report will be in May.

Council questions

Councilmember Pond thanked the committee members and pledged continued support. Councilmember Fitzgerald asked if they looked at our Code regarding solar.

- Rob Robinson reported they haven't looked at the Code yet.
- Eric Wilson said they have talked to staff about streamlining areas of code to make permitting for solar easier.

Councilmember Duran offered thanks and would like to see a priority list.

- Ms. Opp reported the plan will be in a grid form, with low hanging fruit (low cost, easy to accomplish) prioritized.
- The final presentation is in June. Their term is up in May.

Councilmember Davis thanked the committee and looks forward to the final report.

Councilmember Mathews asked if cost estimates would be included.

- Ms. Opp said general cost estimates will be provided. A deeper cost/benefit analysis will take longer to calculate.

Councilmember Dozeman thanked the committee for their work and the thorough presentation.

a) Energy Audit Report - Joyce Manwaring

Mr. Goff introduced this topic as a response to Council's questions about energy audits. A spread sheet of recommendations is in the Council packet. Several energy audits have been done over the years. An audit of the Rec Center will be coming up.

Joyce Manwaring added

- they tried to summarize the years that the energy audits were completed and listed the tasks that were implemented.
- there is a 5-year capital plan.
- there has been some cost/benefit analysis at the Rec Center.
- the Rec Center has now been in operation 18 years -- long enough that the cost benefit of replacing some equipment can now be considered.

CITIZEN COMMENT ON AGENDA ITEMS

none

The Mayor declared a recess at 6:58 p.m. so people could get their food and return for the dinner meeting.

The meeting resumed at 7:16

3. Annual Legislative Dinner

The Mayor welcomed SD20 Sen. Cheri Jahn, HD24 Rep. Jessie Daniels, and Meghan Dollar from the Colorado Municipal League.

Rep. Jessie Daniels updated Council on some of the legislation she is carrying and took questions. Among others, the top four bills she is carrying provide tax deduction for military retirees; equal pay for women; another attempt at patient choice in the pharmacy; and providing increased access to power for electric and alternative vehicles for residential and commercial use.

Some questions and discussion followed.

- Councilor Fitzgerald asked about municipal internet.
- Councilor Mathews asked how the lost revenue from electric cars will be replaced.

Rep. Daniels announced that Mayor Starker has agreed to allow her to have Town Hall meetings here at City Hall. The first one will be Saturday, February 24 at 10pm.

- Councilmember Dozeman asked if there are any initiatives to increase funding for schools. Rep. Daniels said she wasn't aware of any citizen initiatives.
- Councilor Mathews inquired about plans for homeless housing at the Federal Center and plans for the Ridge Home property.
 - Sen. Jahn told of a meeting about the Federal Center at Alameda High School on February 8 at 5:30 pm. She had no information about Ridge Home.
 - Mr. Goff said there is draft legislation concerning the Ridge Home property that may get introduced in March; they are looking for sponsors.
- Clerk Shaver encouraged both representatives to make sure that if more demands are put on Community Corrections boards, particularly for training, that additional funding also accompany those requirements.

Rep. Daniels excused herself from the meeting at 7:37pm

Senator Jahn spoke about her work on opioid and addiction issues.

- She is working on a bill to expand the workforce to work with folks with substance abuse issues. She elaborated on the details.
- She said the "safe injection facilities" bill will not go anywhere, but believes the legislature needed to have the discussion.
- She spoke on a number of addiction issues.
- There is a bill to *require* doctors, including veterinarians, to register to the PMP (Prescription Management Plan) in an effort to find people who are doctor shopping. Registration is currently voluntary and the low registration hinders effectiveness.
- Chief Brennan shared some things that are being done at the County level to address addiction issues.

- Councilmember Urban asked about the marijuana payment process (cash). Sen. Jahn reported the payment card bill didn't make it.
- Councilmember Urban asked about legislation concerning free standing ERs. Sen. Jahn believes legislation is coming.

Regarding sales tax reform, Meghan Dollar from CML said there is a bill to allow the state to put out RFIs for vendors to look at address locator databases, single point for sales tax remittance, and an accurate taxability matrix. Sen. Jahn said a 3-year interim committee has been formed to fix the use tax process for contractors.

Sen. Jahn reported the Architectural Paint Stewardship Act is working. A bill to repeal it passed out of committee, but won't pass out of the House. Mr. Goff reported the City pays \$14K a year to Rooney Road recycling so citizens can drop off paint for free.

Ms. Dollar reported that Local PERA is in better shape than the State PERA.

Sen. Jahn reported there is a proposal to take a percentage (maybe 1%) of state sales tax revenue right off the top to create a pot of funds for transportation. Teachers are against this.

CML Megan Dollar, a lobbyist for CML reported she focuses on affordable housing, criminal justice, public safety, emergency management, lottery, limited gaming, and special districts. She highlighted some proposed legislation that CML is monitoring:

- low income housing tax credit
- a couple of bills on broadband
- on-premise consumption of marijuana
- cleaning up the bill that allows liquor and full strength beer sales by 2019 in convenience and grocery stores
- police, criminal justice, and court reforms
- CML has no position on the sales tax/transportation bill – since sales tax is the lifeblood of municipalities.
- CML is supporting some bills related to opioids – including one that provides funding for substance abuse programs

Questions and discussion followed.

Councilmember Mathews asked if there is any information or metric created to measure the impact of the legalization of marijuana. Ms. Dollar said last year a bill passed that took money from marijuana tax to fund grants for local law enforcement to fight the grey and black markets. That impact has been huge, and unfortunately this money is a drop in the bucket. She will look to see if metrics were created and report back.

Councilmember Fitzgerald asked if cities will be getting a relief from the requirement of going to a vote of the people before we discuss having a broadband of our own. He also asked for explanation of the right of first refusal in one of the broadband bills.

- Ms. Dollar reported there has been discussion about that requirement since every city (86) and county (30) that has gone to a vote of the people has had their broadband approved. This is a bit of a referendum on the providers.

- She will refer the question about right of refusal to Kevin Bommer and have him reply. Sen. Jahn suggested Century Link and the PUC are dragging their feet.

Clerk Shaver noted concerns that municipalities are woefully under-represented on the liquor rule making committees. Rulemaking is dominated by industry representatives (retail, wholesale, restaurants, entertainment, breweries, wineries, etc.) It is unfair to the municipal clerks who do all the licensing work; she wishes that could be remedied.

Sen. Jahn expressed concern that there is no license for malt liquor and what the future will hold when convenience stores can suddenly sell malt liquor.

Clerk Shaver offered support for allowing non-profits to offer gifts of liquor in their silent auctions. Sen. Jahn said there is a bill for that this year and it will probably pass.

Chief Brennan spoke on the Right to Rest bill -- a homeless bill that would give homeless people the right to rest in public spaces.

- It focuses on those with economic hardship, but doesn't address the issues of addiction and mental health.
- It touches on the ability of people to sleep in their cars; to not have camping laws that prohibit people from sleeping in tents in parks; and [example] to allow people to hang out at the Rec Center for extended periods in public areas.
- He acknowledged homelessness is a big issues, but the Right to Rest bill would take away essential tools that law enforcement has to address some of the challenges -- people camping in the Greenbelt or the ability to remove people from public places where there are behavioral issues.
- He noted California is a state that has this policy; law enforcement's hands are tied.
- He suggested this shouldn't be a law enforcement issue; rather it's a societal issue that needs a broader discussion to address the issue and causes of homelessness.

Ms. Dollar added that CML opposes this bill because it prevents local governments from getting people to services and it provides no funding for housing

4. Elected Officials Report(s)

Leah Dozeman reported attending the Smart Growth conference in San Francisco with Mr. Goff and Councilmembers Pond and Davis from February 1-3. She attended the track on using public/private partnerships to solve community issues such as affordable housing and transportation.

George Pond thanked the City for pointing them to the Smart Growth conference; he thought it was great. He looks forward to sharing what he learned with the WRESC.

Kristi Davis reported attending the affordable housing track at the conference. She learned that affordable housing includes things like ADUs, home sharing and Airbnb's. It also covered affordable housing for homelessness and providing support services within that affordable housing for the homeless. She learned that the revenue from Airbnb's makes houses affordable.

Tim Fitzgerald reminded folks in District III that he and George Pond will be having a quarterly listening meeting on Saturday, March 10 at 9:30 at Morningstar.

Larry Mathews inquired if we have metrics or ways to track return on investment for projects such as Fruitdale. Mr. Goff said Jim Hartman wants to meet with Council soon to deliver the tax credits reimbursement check and give an update on the leasing of the units.

Zachary Urban reported from the CML Advisory Board that CML is tracking 35 bills in the legislature – 15 they are opposed to, 20 they support. About 20 bills are on the calendar right now, and information is in the packet.

Mr. Goff reported the City has given Denver Water permission to do after-hours boring under Hy 58 for the Clear Creek Crossing bore project. It is an isolated area and there are no residences nearby. We will watch for noise complaints as they will also want to drill after hours under I-70. The up-side is that it will allow the project to finish sooner.

Mayor Starker thanked the members of the Environmental Sustainability Committee for their work, Sen. Jahn and Rep. Danielson for meeting with Council and Carly Lorentz for the fine dinner arrangements. He reminded Council not to discuss the subject of the hearing next Monday.

ADJOURNMENT

The Study Session adjourned at 8:43pm.

APPROVED BY CITY COUNCIL ON February 26, 2018

Janelle Shaver, City Clerk

Tim Fitzgerald, Mayor Pro Tem

SPECIAL STUDY SESSION NOTES
CITY OF WHEAT RIDGE, COLORADO

City Council Chambers 7500 W. 29th Avenue

January 22, 2018

Upon adjournment of the Regular City Council Meeting

Mayor Bud Starker called the Special Study Session to order at 8:06 p.m.

Council members present: George Pond, Janeece Hoppe, Kristi Davis, Tim Fitzgerald, Zachary Urban, Larry Mathews, Leah Dozeman

Absent: Monica Duran (excused)

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

CITIZEN COMMENT ON AGENDA ITEMS none

APPROVAL OF AGENDA

1. Contract Building Division Services

Staff presentation ~ Ken Johnstone

Mr. Johnstone briefed Council on the proposed plans to outsource the Building Division.

In the past the City has contracted with a professional firm for some building services.

- The scope of that work has fluctuated depending on work volume, whether or not we are fully staffed at a given time, and what particular skill sets and certifications are available from our staff at a given time (electrical, plumbing, mechanical, residential, commercial).
- For 4-5 years the FTE staff for the Building Division has consisted of two permit techs, three inspectors/plans reviewers, and the Chief Building Official (CBO)

Two significant events occurred in 2017 relative to our contract inspection role.

- A routine bid process occurred for outside services. The company that was hired left abruptly and Charles Abbott and Associates (who had participated in the bid process) was able to step in quickly in mid-April.
- Two weeks later the hail storm occurred.
 - We were fortunate Charles Abbott had a good depth of resources and could bring in people from Georgia, Nevada and California on a temporary basis.
 - It has been 10 months.

- At times we were adding as many as four permit techs and six inspectors.
- Even without the storm it has been a busy year with other development requiring services.
- We have been able to maintain our next-day inspection protocol and keep turn-around time on plan review up to our standards.

Another challenge has been the difficulty of keeping a Chief Building Officer.

- The position has essentially been vacant for 3-4 years.
- He referenced documentation showing that the building inspection field as a profession has not kept itself fully staffed nationally. It is a competitive industry and it hasn't maintained the number of professionals needed. They have an aging talent pool that hasn't been adequately replenished. CBOs and inspectors are a limited talent pool.

All these events and circumstances led the staff to explore a new business model. We propose to fully outsource our building division services with Charles Abbott and Associates. This is not a unique model. There are cities that outsource some or all of their building services. Centennial outsources all of its building division.

He pointed Council to the financial examination of outsourcing the building division. We have three fine employees and have asked Charles Abbott to offer them jobs.

Discussion followed.

Councilmember Davis would like the contract to contain quality metrics, expectations for judging their services, ways to survey customer service and guidelines for turn-around time. Mr. Johnstone explained that Charles Abbott would be required to meet or exceed existing standards for services.

Councilmember Hoppe asked how complaints from the community would be handled.

- Mr. Johnstone said the process would be the same way it is now, and he explained the complaint process.
- The CBO will still report to him and have regular meetings with him.
- The annual performance evaluation will be a little different than regular employees.
- Hopefully the CBO will move here. They could hire local and/or include their existing employees.

Councilmember Mathews expressed concern about consistency and continuity. Mr. Johnstone reported the three inspectors we have now from Charles Abbott have been here for 4-6 months. Every effort is made to have repetition – inspection by the same person. They typically document requirements on the inspections. Councilor Mathews was concerned about having a stable workforce. Mr. Goff added he too wants the work force to be consistent, and explained the workers would work onsite here.

Mr. Johnstone explained the compensation procedure for paying Charles Abbott.

Councilmember Urban inquired what the bid process was. Mr. Johnstone said the bid process in early 2017 was a competitive process. The first contracted firm did not work

out, and we were able to contract with Charles Abbott quickly. This arrangement under consideration was not rebid, but all these services were included in the initial bid in 2017.

Councilmember Hoppe asked if the process for becoming licensed will change. Mr. Johnstone said not initially. Charles Abbott has a very deep team.

Mr. Johnstone made the point that we have worked with Charles Abbott for a year. If they can go to their team in California and offer these jobs, it will be more attractive if it is a 2 or 3 year contract.

Councilmember Mathews asked where plans would be reviewed. Mr. Johnstone said some would be done on site; some would be shipped out. Our planners are involved. Longer projects can be given to people with appropriate competency. If the plans have to go to California will they be familiar with our laws? Yes.

Clerk Shaver expressed concern about maintaining the excellent turnaround time the City provides for Public Information Requests. The current staff is extremely knowledgeable and responsive. Mr. Goff reported that the current employees have been offered jobs and have accepted. Nothing will change in that respect.

Councilmember Mathews inquired how change orders and overtime would be handled. Mr. Johnstone reported that Charles Abbott will be motivated to *not* pay overtime. The nuances of change orders and some other matters are still being worked out.

Councilmember Mathews asked about bonding and performance penalties. Mr. Johnstone wasn't sure how performance penalties would look in a professional services contract, but indemnification and insurance will be standard requirements.

Councilmember Davis asked for consensus to proceed with a contract to have our building services outsourced. The consensus was approved 5-2.

ADJOURNMENT The Special Study Session adjourned at 8:46 p.m.

Janelle Shaver, City Clerk

APPROVED BY CITY COUNCIL ON February 26, 2018

Tim Fitzgerald, Mayor pro tem

REQUEST FOR CITY COUNCIL ACTION

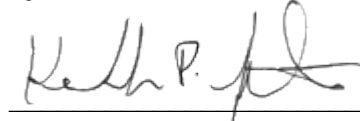
TITLE: COUNCIL BILL NO. 05-2018 – AN ORDINANCE APPROVING THE REZONING OF PROPERTY LOCATED AT 4433 TABOR STREET FROM AGRICULTURAL-ONE (A-1) TO MIXED USE-NEIGHBORHOOD DISTRICT (MU-N) (CASE NO. WZ-18-01/KENNEDY)

- ☐ PUBLIC HEARING
☐ BIDS/MOTIONS
☐ RESOLUTIONS

- ☒ ORDINANCES FOR 1ST READING (02/26/2018)
☐ ORDINANCES FOR 2ND READING (03/26/2018)

QUASI-JUDICIAL: ☒ YES

☐ NO



Community Development Director



City Manager

ISSUE:

The applicant is requesting approval of a zone change from Agricultural-One (A-1) to Mixed Use - Neighborhood (MU-N) for property located at 4433 Tabor Street.

The purpose of the rezoning is to modify and expand the list of permitted uses and to simplify the review and approval process for future redevelopment on the property.

PRIOR ACTION:

Planning Commission heard this request at a public hearing on February 15, 2018, and gave a recommendation of approval for the following reasons:

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

The staff report and meeting minutes from that meeting will be included with the ordinance for second reading.

FINANCIAL IMPACT:

The proposed zone change is not expected to have a direct financial impact on the City. Fees in the amount of \$950 were collected for the review and processing of Case No. WZ-18-01.

If the proposed rezoning is approved, there could be an advancement of the City's goals for the redevelopment of underutilized properties.

BACKGROUND:

The property is located on the west side of Tabor Street, north of W. 44th Avenue and south of Interstate-70. The eastbound on-ramp for I-70 is immediately adjacent to the property to the west. The site is just under one acre in size, and it currently includes a single family home that was built in 1934 (per Jefferson County Assessor records). The majority of the site is undeveloped. Access is provided from Tabor Street, although the existing driveway is not paved. The width of the frontage on Tabor Street is approximately 130 feet.

Surrounding Land Uses

The subject property is zoned Agricultural-One (A-1) and the surrounding properties include a variety of land uses and zoning designations. The west side of Tabor Street is generally more commercial in nature. To the north are two properties zoned Planned Commercial Development (PCD). This includes an office/warehouse, which was rezoned from A-1 to PCD in 1986 and built in 1998, and Trailer Source, which was rezoned from A-1 to PCD in 1995 and was built in 2006. To the south is Heinie's Market which has been in this location for decades and is zoned Commercial-One (C-1).

Across Tabor to the east, properties are zoned residentially and agriculturally. The property immediately across the street is approximately 2 acres in size, is vacant, and is zoned A-1. To the north at W. 46th Avenue is a neighborhood predominantly zoned Residential-Two (R-2). To the southeast is a single-family home zoned R-1 and several properties at 44th Avenue zoned R-3 containing multifamily apartments.

Current and Proposed Zoning

The existing zoning on the property is Agricultural-One (A-1) which allows single-family dwellings and farming operations if the property is over one acre in size. Because the property is smaller than one acre, the only use allowed is a residence.

The applicant is requesting to rezone the property to Mixed Use-Neighborhood (MU-N), a zone district that is intended for neighborhood main streets and neighborhood commercial centers. In addition to residential, civic, and office uses, this zone district allows for a limited range of neighborhood-serving commercial and retail uses.

A request for a rezoning to any of the City's mixed use districts may be made as a speculative zone change without specific future plans. In this case, the applicant has indicated that he intends to develop live/work units if the zone change is approved. Any redevelopment of the site under MU-N would be reviewed as part of a separate land use application in the future. Site plan review would confirm compliance of new development with the mixed use design standards.

In this location, Tabor Street is designated as a collector street and is a primary north-south route between W. 44th Avenue and W. 52nd Avenue, connecting to both the I-70 Frontage Road and the Wheat Ridge · Ward commuter rail station. The character of Tabor varies, but in this particular location MU-N may be an appropriate zone district because of the presence of both commercial and residential uses.

The application has been through the standard referral process with no concerns raised by any outside agencies or City departments. A separate referral process will be required as part of future site development.

RECOMMENDED MOTION:

"I move to approve Council Bill No. 05-2018, an ordinance approving the rezoning of property located at 4433 Tabor Street from Agricultural-One (A-1) to Mixed Use – Neighborhood (MU-N) on first reading, order it published, public hearing set for Monday, March 26, 2017, at 7 p.m. in City Council Chambers, and that it take effect 15 days after final publication."

REPORT PREPARED/REVIEWED BY:

Meredith Reckert, Senior Planner
Lauren Mikulak, Planning Manager
Kenneth Johnstone, Community Development Director
Patrick Goff, City Manager

ATTACHMENTS:

1. Council Bill No. 05-2018

CITY OF WHEAT RIDGE
INTRODUCED BY COUNCIL MEMBER _____
COUNCIL BILL NO. 05
ORDINANCE NO. _____
Series of 2018

TITLE: AN ORDINANCE APPROVING THE REZONING OF PROPERTY LOCATED AT 4433 TABOR STREET FROM AGRICULTURAL-ONE (A-1) TO MIXED USE-NEIGHBORHOOD (MU-N) (CASE NO. WZ-18-01/KENNEDY)

WHEREAS, Chapter 26 of the Wheat Ridge Code of Laws establishes procedures for the City's review and approval of requests for land use cases; and,

WHEREAS, Tom Kennedy submitted a land use application for approval of a zone change to the Mixed Use-Neighborhood (MU-N) zone district for property located at 4433 Tabor Street; and,

WHEREAS, the City of Wheat Ridge has adopted a Comprehensive Plan – Envision Wheat Ridge — which calls for the redevelopment of and reinvestment in underutilized properties; and,

WHEREAS, the designation of the subject property on the Comprehensive Plan Structure Map is Mixed Use Commercial, and,

WHEREAS, the City of Wheat Ridge Planning Commission held a public hearing on February 15, 2018 and voted to recommend approval of rezoning the property to Mixed Use-Neighborhood (MU-N),

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

Section 1. Upon application by Tom Kennedy for approval of a zone change ordinance from Agricultural-One (A-1) to Mixed Use-Neighborhood (MU-N) for property located at 4433 Tabor Street, and pursuant to the findings made based on testimony and evidence presented at a public hearing before the Wheat Ridge City Council, a zone change is approved for the following described land:

PARCEL DESCRIPTION: (REC. #F1712798 OF APRIL 02, 2003)

A PORTION OF LOT 9. LEES SUBDIVISION MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT 132' SOUTH OF THE EAST LINE OF THE NORTHEAST CORNER;
THENCE 315' WEST;
THENCE 132' SOUTH;
THENCE 315' EAST;
THENCE 132' NORTH TO THE POINT OF BEGINNING, EXCEPT THAT

PORTION CONVEYED IN QUIT CLAIM DEED RECORDED MARCH 8, 1985 AT
RECEPTION #85021775

COUNTY OF JEFFERSON
STATE OF COLORADO

Section 2. Vested Property Rights. Approval of this zone change does not create a vested property right. Vested property rights may only arise and accrue pursuant to the provisions of Section 26-121 of the Code of Laws of the City of Wheat Ridge.

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

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

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

INTRODUCED, READ, AND ADOPTED on first reading by a vote of ____ to ____ on this 28th day of February 2018, ordered it published with Public Hearing and consideration on final passage set for **Monday, March 26, 2018 at 7:00 o'clock p.m.**, in the Council Chambers, 7500 West 29th Avenue, Wheat Ridge, Colorado, and that it takes effect 15 days after final publication.

READ, ADOPTED AND ORDERED PUBLISHED on second and final reading by a vote of ____ to ____, this ____ day of ____, 2018.

SIGNED by the Mayor on this ____ day of ____, 2018.

Bud Starker, Mayor

ATTEST:

Janelle Shaver, City Clerk

Approved as to Form

Gerald Dahl, City Attorney

1st publication:

2nd publication:

Wheat Ridge Transcript:

Effective Date:

REQUEST FOR CITY COUNCIL ACTION**TITLE: COUNCIL BILL NO. 06-2018 – AN ORDINANCE REPEALING
UNNECESSARY CODE SECTIONS IN CHAPTER 19**

- | | |
|---|---|
| <input type="checkbox"/> PUBLIC HEARING | <input checked="" type="checkbox"/> ORDINANCES FOR 1 ST READING (02/26/2018) |
| <input type="checkbox"/> BIDS/MOTIONS | <input type="checkbox"/> ORDINANCES FOR 2 ND READING (03/12/2018) |
| <input type="checkbox"/> RESOLUTIONS | |

QUASI-JUDICIAL: ☐ YES☒ NO

City Attorney



City Manager

ISSUE:

This ordinance repeals Article II of Chapter 19 of the Code of Laws concerning civil service procedures for the Police Department. These procedures are outdated and no longer used. This is a City Code clean up item.

PRIOR ACTION:

Article II was last amended in 2002.

FINANCIAL IMPACT:

None.

BACKGROUND:

Article II of Chapter 19 of the Code of Laws provides civil service procedures applicable exclusively to the City's Police Department. The subjects addressed in this Article have long since been more fully covered by City Personnel policies generally. The Article is outdated and unnecessary and should be repealed.

RECOMMENDATIONS:

Staff recommends approval of the ordinance.

RECOMMENDED MOTION:

“I move to approve Council Bill No. 06-2018, an ordinance repealing unnecessary Code sections in Chapter 19, on first reading, order it published, set for second reading on March 12, 2018 at 7:00 p.m. in City Council chambers and if adopted that it take effect upon adoption.”

Or,

“I move to postpone indefinitely Council Bill No. 06-2018, an ordinance repealing unnecessary Code sections in Chapter 19, for the following reason(s) _____.

REPORT PREPARED BY:

Gerald Dahl, City Attorney

Daniel Brennan, Chief of Police

Patrick Goff, City Manager

ATTACHMENTS:

1. Council Bill No. 06-2018

CITY OF WHEAT RIDGE, COLORADO
INTRODUCED BY COUNCIL MEMBER _____
COUNCIL BILL NO. 06
ORDINANCE NO. _____
Series 2018

TITLE: AN ORDINANCE REPEALING UNNECESSARY CODE SECTIONS IN CHAPTER 19

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, Article II of Chapter 19 of the Code of Laws provides civil service procedures applicable exclusively to the City's Police Department. The subjects addressed in this Article have long since been more fully covered by City personnel policies generally; and

WHEREAS, the City Council has determined that Article II of Chapter 19 of the Code of Laws is no longer needed and should be repealed.

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

Section 1. Article II of Chapter 19 of the Code of laws, comprising Code Sections 19-21 through 19-32, inclusive, is hereby repealed.

Section 2. Effective Date. This Ordinance shall take effect upon adoption after second reading, as permitted by Section 5.11 of the Charter.

INTRODUCED, READ, AND ADOPTED on first reading by a vote of ____ to ____ on this 26th day of February, 2018, 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 March 12, 2018 at 7:00 p.m., in the Council Chambers, 7500 West 29th Avenue, Wheat Ridge, Colorado.

READ, ADOPTED AND ORDERED PUBLISHED on second and final reading by a vote of ____ to ____, this ____ day of _____, 2018.

SIGNED by the Mayor on this ____ day of _____, 2018.

Bud Starker, Mayor

ATTEST:

Janelle Shaver, City Clerk

Approved as to Form

Gerald E. Dahl, City Attorney

First Publication:

Second Publication:

Wheat Ridge Transcript

Effective Date:

Published:


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

REQUEST FOR CITY COUNCIL ACTION**TITLE: RESOLUTION NO. 14-2018 – A RESOLUTION APPROVING
THE JEFFERSON COUNTY COMMUNICATIONS CENTER
AUTHORITY MEMBER SERVICES AGREEMENT**

☐ PUBLIC HEARING
☐ BIDS/MOTIONS
☒ RESOLUTIONS

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

QUASI-JUDICIAL:

☐ YES☒ NO

Police Chief

City Manager**ISSUE:**

The Jefferson County Communications Center Authority (Jeffcom) Agreement establishes the terms and conditions upon which Jeffcom will provide E-911 and dispatch radio services to the City of Wheat Ridge.

PRIOR ACTION:

The Wheat Ridge City Council approved an Intergovernmental Agreement (IGA) to provide for a single call-taking and dispatch center for police and fire agencies on March 28, 2016. City Council approved a Dispatcher Transition and License Agreement with Jeffcom on December 11, 2017.

FINANCIAL IMPACT:

City Council previously approved the 2018 payment to Jeffcom for E-911 call-taking and police radio dispatch services on December 11, 2017.

BACKGROUND:

This agreement establishes the specific terms and conditions for E-911 call-taking and police radio dispatch services between the Wheat Ridge Police Department and Jeffcom. This agreement builds upon the expectations established in the initial Jeffcom IGA approved in 2016. This agreement establishes the standard services that Jeffcom will provide for all member and

user agencies. There are three exhibits to this agreement that outline specific service expectations. Exhibit A outlines the services that are specific to member agencies, in this case the Wheat Ridge Police Department. Exhibit B sets the service level expectations for Jeffcom that have been established by the Jeffcom Board of Directors during the six months after Jeffcom begins providing services to member agencies and will then meet moving forward. Exhibit C contains the Target Service Levels, which are nationally-recognized standards found for police, fire and EMS services.

The agreement outlines exceptions for Service Levels in the event of a disaster or catastrophic event; establishes reporting expectations between Jeffcom and member agencies; details service delivery and dispute resolution processes; the responsibilities of the member agencies; establishes the proper handling of records as defined by the Colorado Open Records Act; and sets forth the process for how key communication notices will be given and received. Lastly, the agreement states financial expectations for all parties to this Agreement based specifically on the annual appropriation of funds by each agencies governing body.

While there are many E-911 and radio dispatch processes that are similar for police and for fire, each agency has unique services and processes being completed within their current centers that Jeffcom will assume. Exhibit A of this document lists the services the Wheat Ridge Police Department requires Jeffcom to handle.

This agreement commences January 1, 2018, and will renew automatically for additional one-year terms unless modified by a written agreement.

RECOMMENDATIONS:

Staff requests that City Council approve the Jeffcom Member Services Agreement.

RECOMMENDED MOTION:

“I move to approve Resolution No. 14-2018, a resolution approving the Jefferson County Communications Center Authority Member Services Agreement.”

Or,

“I move to deny the approval of Resolution No. 14-2018, a approving the Jefferson County Communications Authority Member Services Agreement for the following reason(s)
_____.”

REPORT PREPARED/REVIEWED BY:

Daniel Brennan, Chief of Police

ATTACHMENTS:

1. Resolution No. 14-2018
2. Member Services Agreement

CITY OF WHEAT RIDGE, COLORADO
RESOLUTION NO. 14-2018

Series of 2018

TITLE: A RESOLUTION APPROVING A MEMBER SERVICES 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, C.R.S. § 29-1-203 authorizes Colorado local governments to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each; and

WHEREAS, in 2016, the City entered into an intergovernmental agreement with several other Jefferson County municipalities, law enforcement agencies and fire protection districts to form the Jefferson County Communications Center Authority ("JeffCom"), designed to provide centralized emergency services reporting, dispatching, communications, coordination and support services to its members; and

WHEREAS, as JeffCom progresses towards full functionality and assumes responsibility for these services, the need has arisen for each member agency to enter into a stand-alone agreement with JeffCom that outlines the particular services to be provided to the agency; and

WHEREAS, the City and JeffCom have come to an agreement concerning the services to be provided by JeffCom to Wheat Ridge, and the City Council wishes to approve the same; and

WHEREAS, Section 14.2 of the Wheat Ridge Home Rule Charter authorizes the Council, acting by resolution or ordinance, to enter into contracts or agreements with other governmental units.

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

The attached Member Services Agreement with the Jefferson County Communications Center Authority is hereby approved. The Mayor and City Clerk are authorized to execute the same.

DONE AND RESOLVED this ____ day of February, 2018.

Bud Starker, Mayor

ATTEST:

Janelle Shaver, City Clerk

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

MEMBER SERVICES AGREEMENT

This MEMBER SERVICES AGREEMENT (“Agreement”) is made by and between Jefferson County Communications Center Authority (“Jeffcom”) and the City of Wheat Ridge (“Member”). Jeffcom and Member are collectively referred to herein as the “Parties,” and individually, as a “Party.”

RECITALS

A. Member is a home rule municipality duly organized and existing under Articles XX of the Colorado Constitution and the City’s 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 West Metro Fire Protection District, Evergreen Fire Protection District, Arvada Fire Protection District, the City of Arvada, the City of Wheat Ridge, the City of Golden, the City of Lakewood, and the Jefferson County Sheriff’s Office (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 agreements 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 (the “Dispatch Center”) that will enable consolidation of the Members’ respective public safety answering point (“PSAP”) operations; and

E. Pursuant to Article 3 of the Creation Agreement, Jeffcom was organized to provide services and functions reasonably related to reporting communications, dispatching, and technological support services for emergency service providers to the Members; and

F. Pursuant to Section 3.4.4 of the Creation Agreement, Jeffcom has the power to enter into, make, and perform contracts of every kind; and

G. Pursuant to Article 4 and Section 7.4 of the Creation Agreement, Members have the right to receive emergency services communication, dispatching,

reporting, and coordinating services and support from Members in exchange for the Members' Annual General Operating Fund Contribution and Annual Capital Reserve Fund Contribution; and

H. This Agreement sets forth the terms and conditions upon which Jeffcom will provide services to Member; and

I. Jeffcom has reviewed all Member dispatch policies and procedures of which it is aware prior to entering into this Agreement but is not obligated to follow any specific dispatch policy or procedure in performance of this Agreement.

AGREEMENT

1. Purpose and Objectives. The purpose of this Agreement is to set forth the services to be provided by Jeffcom to Member.

2. Term. This Agreement shall commence on January 1, 2018 and continue through December 31, 2018 (the "Original Term"). The Agreement shall thereafter renew automatically for additional one-year terms (each a "Renewal Term") unless modified by a written agreement. This Agreement shall automatically terminate upon termination of the Creation Agreement or if at any time Member ceases to be a Member of Jeffcom for any reason pursuant to Article 4 of the Creation Agreement.

3. Definitions. The following terms shall have the following meanings when used in this Agreement:

(a) "Abandoned Rate" shall mean the number of callers that hang up before reaching a call taker as a percentage of all calls.

(b) "Acknowledgment" shall mean that, upon receipt of notice of an issue related to Service Levels, Jeffcom has provided the Member with an Acknowledgment of the issue by the same means by which notice was provided to Jeffcom.

(c) "CAD" shall mean computer-aided dispatching.

(d) "Initial Hold Time" shall mean the Speed of Answer for calls not answered within 10 seconds.

(e) "Jeffcom Service Area" shall have the same meaning as set forth in Section 2.17 of the Creation Agreement.

(f) “Key Notices” shall mean notices regarding any default or dispute under this Agreement, or any amendment or termination of this Agreement.

(g) “Member-Specific Services” shall mean those Services to be provided by Jeffcom to Member, as set forth in Exhibit A, attached hereto and incorporated herein, which are in addition to the Standard Services Jeffcom agrees to provide to all Members.

(h) “Mobile CAD Issue Acknowledgment” shall mean the Acknowledgment by Jeffcom staff that an issue with Mobile CAD connectivity has been received and assigned to Jeffcom staff for resolution.

(i) “Mobile CAD Issue Resolution” shall mean either (1) that Jeffcom has restored Mobile CAD connectivity if the issue resides within the infrastructure owned and controlled by Jeffcom or (2) that Jeffcom has determined that the issue is outside of the Jeffcom infrastructure.

(j) “Percentage of Resolution on First Contact” shall mean the number of non-emergency calls that do not require a callback to resolve.

(k) “Quality Assurance Scores” shall mean the scores on Quality Assurance audits conducted by Jeffcom staff.

(l) “Resolution” shall mean connectivity to the Jeffcom Mobile CAD has been restored.

(m) “Services” shall mean both the Standard Services and Member-Specific Services, as set forth in Sections 4 and 5, to be provided by Jeffcom to Member.

(n) “Service Levels” shall mean the performance standards and benchmarks related to the Standard Services to be met by Jeffcom, as further set forth in Exhibit B and incorporated herein.

(o) “Speed of Answer” shall mean the time that a caller must wait to speak with a call taker.

(p) “Standard Services” shall mean the Services to be provided to all Members by Jeffcom, as set forth in Section 4 herein.

(q) “Target Service Levels” shall mean performance benchmarks related to the Standard Services as set forth in Section 6, which Jeffcom will strive to meet.

4. Authorized Representatives. Jeffcom initially designates the Executive Director as the “Jeffcom Representative.” Member initially designates _____, as the “Member Representative.” Communications regarding the performance of this Agreement shall be initiated by the Jeffcom Representative or Member Representative wherever practicable. Either Party may designate another individual as their respective Representative upon notice provided to the other Party via electronic transmission.

5. Standard Services. Jeffcom will provide the following services to or for the benefit of all Members:

(a) 911 answering and dispatch services 24 hours per day, 7 days per week, 365 days per year within the Jeffcom Service Area, and logging of all calls;

(b) Requesting mutual aid and other resources; monitoring radio communications; initiating emergency procedures during incidents; sending text messages via approved service to responders; providing directions and hazard information; tracking resources during incidents; and providing access to CAD to Members, including provision of CAD data for Members’ records management systems;

(c) Employing sufficient staff to maintain the required services established within the Creation Agreement and this Agreement;

(d) Maintaining operations that are compliant with Criminal Justice Information Services (CJIS) standards;

(e) Answering non-emergency calls that are routed into the Dispatch Center and either addressing the non-emergency request or routing it to the appropriate entity/number for service based on Jeffcom’s established standard operating procedures and phone contact lists provided by Members;

(f) Recording emergency calls and dispatch radio traffic and providing recordings of the same to Members upon request;

(g) Fulfilling Colorado Criminal Justice Act (CCJRA) requests in accordance with relevant statutes, processes established with the Members, and any records management schedule adopted by Jeffcom;

(h) Conducting citizen emergency notifications as required;

(i) Initiating callout notifications including callout notifications for specialty units such as SWAT, investigators, CERT, CIRT, Jeffco CART, K9, and public information officers;

- (j) Verifying warrants and protection orders outside of normal business hours for Members that do not have 24-hour a day, 7-day a week records operation, following procedures established with each designated agency;
- (k) Notifying Members or outside vendors of reported issues with traffic control devices;
- (l) Providing tactical dispatch services upon request, pending resource availability;
- (m) Providing to Members quarterly standardized reporting that describes performance against the established Service Levels, as well as analysis of any significant variances in Service Level performance;
- (n) Notifying Members as soon as practicable in the event of any breach of confidentiality that may be discovered;
- (o) Developing and maintaining training and quality assurance programs that ensure appropriate delivery of Service Levels;
- (p) Providing standard configuration files and support and resolution for issues related to Mobile CAD availability when those issues are related to Jeffcom infrastructure (i.e., servers and connectivity within the Dispatch Center);
- (q) Providing Continuity of Operations and Disaster Recovery services related to Jeffcom's specified scope of services in the event of a disruption of services;
- (r) Activating outdoor warning system for Members;
- (s) Accessing CAD, CCIC/NCIC, and ICCES at any Member's request to verify information in such databases for any Member;
- (t) Entering information in CCIC/NCIC at any Member's request to document procedural steps taken by any Member (e.g., service of process for protection orders accomplished outside of Member's normal business hours, defined as Monday through Friday, 8 a.m. to 5 p.m.);
- (u) Providing browser-based access to CAD data including direct viewing of CAD data;
- (v) Coordinating technology, mobile, and radio upgrades that could impact any Member's operations, except for those upgrades required to be coordinated by Member as set forth in Section 11(h), and notifying Member in

advance of these changes. Software changes or updates may require more notice due to vendor limitations. This includes any required downtime for the CAD system associated with regular maintenance activities or required downtime associated with emergency or planned upgrades;

(w) Providing an automated, regular means of exposing to Member all CAD data specifically related to Member or Member's employees in a form suitable to support Member's internal data reporting needs. The data should be made available in a recognizable industry-standard format;

(x) Complying with the Health Insurance Portability and Accountability Act (HIPAA), as applicable; and

(y) Consulting Member whenever Jeffcom anticipates or is planning an action that a reasonable dispatching professional would know would create a significant Service Level disruption or issue, such as a consolidation of data channels or similar action.

6. Member-Specific Services.

(a) In addition to the Standard Services, Jeffcom will provide Member-Specific Services specified in Exhibit A, attached hereto and incorporated herein.

(b) On an annual basis, Member may request that Jeffcom add Services to the Member-Specific Services and set associated performance benchmarks for such Member-Specific Services, which must be agreed upon by both Parties and added to the Agreement as an amended Exhibit A. If the Parties agree that any such additional Member-Specific Services should incur additional charges to Member, such costs shall be reflected in any amendment to Exhibit A and shall be separate from and in addition to Member's Annual General Operating Fund Contribution and Annual Capital Reserve Fund Contribution.

7. Service Levels.

(a) Service Levels. During the six-months after the date on which Jeffcom begins providing Services to Member from the Dispatch Center, Jeffcom will make all reasonable efforts to meet the Service Levels set forth in Exhibit B, attached hereto and incorporated herein. Beginning six (6) months after the date on which Jeffcom begins providing Services to Member from the Dispatch Center, Jeffcom will meet the Service Levels set forth in Exhibit B, , corresponding to such Standard Services.

(b) Target Service Levels. In addition, Jeffcom will strive to meet the following nationally-recognized standards as further set forth in Exhibit C attached hereto and incorporated herein:

- (i) Dispatching that meets the minimum requirements of the most current edition of National Fire Protection Association (NFPA) 1221 Standard for the Installation Maintenance and Use of Emergency Communications Systems;
- (ii) National Highway Safety Transportation Administration (NHSTA) Standard Practice for Emergency Medical Dispatching;
- (iii) Commission on Fire Accreditation (CFAI);
- (iv) Commission on Accreditation for Law Enforcement Agencies (CALEA);
- (v) National Emergency Number Association (NENA);
- (vi) International Organization for Standardization (ISO).

(c) Meetings. The Parties will schedule twice yearly meetings to discuss the Service Levels and performance and other issues related to delivery of Services.

(d) Member Request for Change in Service Levels. Any request for a change in Service Levels for any Renewal Term shall be sent by Member to Jeffcom, in writing, and agreed to by the Parties no later than 30 days prior to the end of the Original Term or any Renewal Term.

8. Service Level Exceptions. Service Levels will be suspended, and Jeffcom shall not be required to meet the Service Levels, in the event any of the following occurs:

(a) A force majeure event, catastrophic event, or other disaster that requires Jeffcom to evacuate the Dispatch Center and move operations to a temporary backup center. In such an event, Jeffcom will make best efforts to maintain Service Levels and will communicate regularly with Members its ability to continue to provide Services and meet Service Levels;

(b) Service Levels degradation caused by the acts or omissions of the Member, its employees, contractors, or agents;

(c) The failure or malfunction of equipment, applications, connectivity, or systems not managed by Jeffcom;

(d) The unavailability of required Member personnel, including as a result of a failure by Member, its employees, contractors, or agents to provide Jeffcom with accurate, current contact information, or access to Member data, systems, or radio frequencies.

9. Reporting to Member.

(a) Service Level Reporting. On a monthly basis, Jeffcom shall provide reports to Member in a standardized format by the 7th business day of each month which summarizes the performance metrics for the previous month. This information will include Service Level performance for Jeffcom overall and for each Member. Jeffcom will identify in monthly reporting when Service Levels are not met. In addition to documentation of achieved performance levels, Jeffcom will provide root cause analysis of issues with Service Levels achievement and document remediation and improvement plans.

(b) Operational Reporting. Jeffcom will provide monthly reports to Member on operational metrics related to Jeffcom's performance of the Member-Specific Services.

(c) Non-Standard Report Requests. Jeffcom will respond to requests for non-standard reports and information from Member on a best effort basis, working with Member to understand the request requirements and meet operational and timing requirements. If the report request requires a cost to Jeffcom for programming or other services, Member will be required to contribute to the cost of fulfilling the information request.

(d) Citizen Complaints. Jeffcom will provide Member with a summary of all complaints and associated action on those complaints that are filed with Jeffcom by any member of the public, to the extent to which such complaints can be identified as relating to Member. This notification will take place within three (3) business days of Jeffcom's receipt of a complaint.

10. Service Delivery Issues and Dispute Resolution. The Member Representative will be first point of contact for any issues related to Jeffcom's performance of Services or Service Levels.

(a) If Jeffcom fails to provide any of the Services identified in this Agreement or materially fails to meet Service Levels, Member shall provide written documentation of such failure within thirty (30) days of discovering such failure.

(i) *Default in Provision of Services.* Upon receipt of written documentation required by Section 10(a) alleging a failure by Jeffcom to provide any of the Services, Jeffcom will produce a written remediation plan reasonably acceptable to Member within thirty (30) days of receipt of such notice, specifying the steps Jeffcom will take to cure the failure to provide such Service(s). If the default is not cured within 60 days from the date Member provides written notice to Jeffcom, Member may either provide such Service(s) itself, or procure such Service(s) from a third party and Jeffcom will be liable to Member for the reasonable cost of Member providing or procuring such Service(s) elsewhere, and any all other reasonable costs and expenses incurred by Member because of such failure.

(ii) *Material Failure to Meet Service Level Standards.* Upon receipt of written documentation required by Section 10(a) alleging that Jeffcom has materially failed to meet Service Levels, Jeffcom will investigate the failure, provide an assessment to Member within five (5) business days of notification by Member, and produce a written remediation plan reasonably acceptable to Member within thirty (30) days following receipt of such notice from Member, which remediation plan is specifically addressed to prevent future material failures. If Member and Jeffcom are unable to agree upon a remediation plan, the Parties shall submit the dispute to the Board pursuant to Paragraph 9.9, Dispute Resolution, of the Creation Agreement.

(b) Jeffcom will make every effort to research and resolve issues within its operations. If the problem relates to circumstances outside of Jeffcom's operations, Jeffcom will notify Member and work with Member to develop an appropriate mitigation strategy.

11. Member Responsibilities. As outlined in Article 3 of the Creation Agreement, Member has certain responsibilities relating to this Agreement, which are further defined below. In the event of a conflict between this Agreement and the Creation Agreement, the terms of the Creation Agreement shall prevail. Responsibilities of Member include:

(a) Providing such data and information as is reasonably necessary for Jeffcom to perform the Services and accomplish the purposes of this Agreement. This shall include:

(i) Jurisdiction-specific updates to boundaries, subdivisions, GIS layers, and other specific information required to provide dispatch and call-taking services for the jurisdiction; the exception shall be information that is also submitted to the County GIS Provider (currently

Geocomm) as part of the established Jefferson County Emergency Communications Authority (JCECA) update process;

(ii) Emergency contact and business contact updates (collectively known as Keyholder data);

(iii) Relevant operational changes such as changes to response areas or response plans;

(iv) Updates to administrative and operational contacts;

(v) Annual updates to caution notes that have not been verified or otherwise maintained within the previous year; and

(vi) Providing, in advance of a new requirement associated with the performance of Services, at least thirty (30) days notice to Jeffcom to allow sufficient time to establish training, knowledge base, and technology requirements for the required Service;

(b) Providing all information required to establish and maintain caution notes. Jeffcom shall enter this data prior to the end of the shift in which Member reported the caution note;

(c) Maintaining connectivity to the Jeffcom Mobile CAD instance and for “last mile” (from Member’s firewall to Member’s owned devices) connectivity to the Jeffcom Wide Area Network (WAN);

(d) Providing any agency-specific configurations of Mobile CAD instances required to meet specific Member needs or for Jeffcom to provide the Member-Specific Services;

(e) Maintaining radio connectivity and associated infrastructure to maintain connection with Jeffcom;

(f) Maintaining all end-user technology and integration of any connectivity required to new technology implemented by Member;

(g) To the extent applicable, maintaining operations that are compliant with Criminal Justice Information Services (CJIS) standards with regards to all interactions with Jeffcom;

(h) Coordinating technology, mobile, and radio upgrades that could impact Jeffcom operations and notifying Jeffcom in advance of these changes. The Parties acknowledge that software changes or updates may require more notice due to vendor limitations;

(i) Making reasonable efforts to alert Jeffcom in a timely manner to any circumstance or event that may generate excess calls to the Dispatch Center and may result in degradation in performance measures as stipulated in this Agreement. This could include but is not limited to events with increased law enforcement or fire presence, port of entry operations, pending weather events or natural disasters, large-scale training exercises, and festivals or other special events.

12. Records Requests. Jeffcom makes, maintains, and keeps public records as defined in the Colorado Open Records Act, Title 24, Article 72, Part 3, C.R.S., and is also a criminal justice agency pursuant to the Colorado Criminal Justice Records Act, codified at C.R.S. §§ 24-72-301 to -309 (the “CCJRA”), for any criminal justice records for which Jeffcom is the custodian. Jeffcom will handle requests for public records pursuant to CORA and any policies adopted by Jeffcom. Jeffcom will handle requests for criminal justice records pursuant to the CCJRA, any policies adopted by Jeffcom, and the following procedures:

(a) As soon as practicable upon receiving a CCJRA request for any criminal justice record related to Member, Jeffcom will notify Member. The purpose of this notification is to provide the opportunity for the Parties to consult regarding the appropriateness of disclosure of such Jeffcom records.

(b) Jeffcom specifically agrees to deny access to any criminal justice record that Member asserts is part of an open investigation.

(c) Member shall designate a representative and alternate to Jeffcom whom Jeffcom may contact for purposes of complying with Jeffcom’s obligations under this Section 12.

13. Notices.

(a) Key Notices shall be given in writing and shall be deemed received if given by: (i) confirmed electronic transmission (as defined in subsection 13(b), below) when transmitted and a “read receipt” received by the sender, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; (ii) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail; or (iii) overnight carrier service or personal delivery, when received. For Key Notices, the Parties will follow up any electronic transmission with a hard copy of the communication by the means described in subsection (a)(ii) or (a)(iii) above. All other communications or notices between the Parties that are not Key Notices may be done via electronic transmission. Notice shall be given to the Parties at the following addresses:

If to Member:
City of Wheat Ridge
Attn: Chief of Police
7500 W. 29th Ave.
Wheat Ridge, CO 80033
Tele: (303) 234-5900
Email: ChiefOff@ci.wheatridge.co.us

with a copy to:
Division Chief Dave Pickett
7500 W. 29th Ave.
Wheat Ridge, CO 80033
Tele: (303) 234-5900
Email: dpickett@ci.wheatridge.co.us

If to Jeffcom:
Jefferson County Communications Center Authority
Attn: Executive Director
433 S. Allison Pkwy
Lakewood, CO 80226
Tele: 303.539.9413
Email: jeff.streeter@jeffcom911.com
Fax: 303.539.9604

(b) The Parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either Party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the Party in its original form. The Parties further agree that they shall not raise the transmission of a notice or communication, except for Key Notices, by electronic transmission as a defense in any proceeding or action in which the validity of such notice or communication is at issue and hereby forever waive such defense. For purposes of this Agreement, the term "electronic transmission" means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions and texts, and for which the sender receives a "read receipt."

14. Non-Appropriation. All direct and indirect financial obligations of any Party under this Agreement are subject to the annual appropriation of funds by such Party's governing body. No provision of this Agreement will be or interpreted: (a) to directly or indirectly obligate either Party to make any payment in any fiscal year in excess of amounts appropriated by either Party for such fiscal year; or (b) as creating a debt or multiple fiscal year direct debt or other financial obligation whatsoever of either Party within the meaning of Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision.

15. Miscellaneous.

(a) Proper Execution. Each Party represents that all procedures necessary to authorize such Party's execution of this Agreement have been performed and that the person signing for such Party has been authorized to do so.

(b) Electronic Signatures; Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to -121.

(c) No Third-Party Beneficiaries. The enforcement of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to Member and Jeffcom. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person, nor shall anything contained in this Agreement be construed as a waiver by either Member or Jeffcom any of the protections or provision of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 to -120, as amended. It is the express intention of the Parties that any such person or entity, other than Jeffcom or Member, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

(d) No Waiver. This Agreement or any of its provisions may not be waived except in writing. The failure of either Party to enforce any right arising under this Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

(e) Confidentiality. During Jeffcom's performance of the Services described herein, each Party may have access to confidential and proprietary information owned or controlled by the other Party. All such information shall be maintained in strict confidence, shall not be used except as necessary for the

performance of the Agreement, and shall not be disclosed to any third party without prior written approval of the other Party unless required by law.

(f) Liability. Each Party will be responsible for its own negligent or intentional acts or omissions and for those of its employees, officers, agents, and volunteers. The Parties agree that in the event any claim or suit is brought against either or both Parties by any third party because of the operation of this Agreement, both Parties will cooperate with each other, and with the insuring entities of both Parties, in defending such claim or suit. The Parties hereto intend that nothing herein shall be deemed or construed as a waiver by either Party of any rights, immunities, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (§ 24-10-101, C.R.S., et seq.), as now or hereafter amended, or otherwise available at law or equity.

(Signature page follows)

JEFFERSON COUNTY
COMMUNICATIONS CENTER
AUTHORITY

By: _____
Jeff Streeter, Executive Director

Date: _____

Address: Attn: Executive Director
433 S. Allison Way
Lakewood, CO 80226

MEMBER: CITY OF WHEAT RIDGE

By: _____

Date: _____

Address: _____

EXHIBIT A
MEMBER-SPECIFIC SERVICES

1. CAD notes regarding Vehicle Locates and Missing Persons
2. Reporting Party notification attempts for stolen vehicles recovered outside of WRPD
3. Transfer of the lobby phone after-hours
4. Phone pinging assistance on critical calls for service
5. Transfer of administrative calls
6. Pass along sever weather notifications and send out notifications when WRPD goes to accident alert
7. Assist with jurisdictional questions by using mapping information provided
8. Monitor intrusion alarms at city facilities
9. Provide key card door access override
10. Monitor duress and kick plate alarms
11. Access city owned cameras during applicable high priority calls

EXHIBIT B
SERVICE LEVELS

Call Answering and Processing	90% of 911 calls answered within 15 seconds 99% of 911 calls answered within 40 seconds 90% of Priority 1 and 2 calls processed within 60 seconds
Average Admin Call Initial Hold Time	15% of all non-emergency calls for service are put on hold for 60 seconds or less
Average Abandoned Rate	Target of no more than 10%
Quality Assurance Scores	Target average of 75%
Mobile CAD Issue Resolution	N/A
Dispatch Investigative & Discovery Recording Requests	Within 3 business days of receipt of a properly authorized request for recordings, including all required information to identify the requested recording
Colorado Criminal Justice Records Act (CCJRA) Requests under C.R.S. §§ 24-72-301 to -309	For all properly authorized request for recordings, including all required information to identify the requested recording: If denying the request: within seventy-two (72) hours of receipt/request for written denial statement under C.R.S. § 24-72-305(6).

EXHIBIT C

TARGET SERVICE LEVELS

Call Answer and Processing	95% of 911 calls answered within 15 Seconds 99% of 911 calls answered within 40 Seconds 90% of 911 calls processed within 64 Seconds 95% of 911 calls processed within 106 Seconds
Admin Call Initial Hold Time	No more than 10% of all non-emergency calls are put on hold for 60 seconds or less
Abandoned Rate	Target of no more than 3% with a minimum service level of no more than 8%
Quality Assurance Scores	Target average of 95% with a minimum of 80%
Admin Calls Customer Service	Less than 7% of issue escalation is from repeat callers
Mobile CAD Issue Resolution	95% Acknowledgment within 15 minutes 95% Resolution within 30 minutes

REQUEST FOR CITY COUNCIL ACTION

TITLE: RESOLUTION NO. 12-2018 - A RESOLUTION CONCERNING THE PROPOSED REDEVELOPMENT WITHIN THE APPLEWOOD SHOPPING CENTER FOR THE DEVELOPMENT OF A HACIENDA COLORADO RESTAURANT, AND AUTHORIZING A COOPERATION AGREEMENT IN CONNECTION THEREWITH

☐ PUBLIC HEARING
☐ BIDS/MOTIONS
☒ RESOLUTIONS

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

QUASI-JUDICIAL: ☐ YES ☒ NO


City Manager**ISSUE:**

Renewal Wheat Ridge (RWR), the Urban Renewal Authority for the City of Wheat Ridge negotiated a Redevelopment Agreement with U.S. Retail Partners, LLC (US Retailers), for the redevelopment of a site within the Applewood Shopping Center for the development of a Hacienda Colorado Restaurant. US Retailers has identified a financial gap in the project budget of \$1,015,000. RWR will utilize the property and sales tax increment generated by the project to repay the obligation.

Council is asked to approve a Cooperation Agreement (the Agreement) that details the intent of the proceeds and obligations of both parties as it relates to the collection of funds.

PRIOR ACTION:

At their May 8, 2017 study session, Council heard a presentation of the activity proposed by US Retailers and RWR.

FINANCIAL IMPACT:

If approved, the City will forego 1½ cents of its local three-cent sales tax to the project until the termination of the TIF term, which is when the reimbursement amount of \$1,015,000 is paid in full.

BACKGROUND:

Hacienda is a local restaurant who has coined the term “Mountain Mex[®]” to describe their offering. Hacienda has proven to be a unique, local and extremely well received restaurant in the Front Range. Hacienda is proposing to construct a new facility in the Applewood Shopping Center.

Through disciplined and strategic growth, they have sustained their strong performance at each of their five locations in Colorado and have proven to be a valuable asset to the communities where they operate. The Wheat Ridge restaurant is proposed to be 9,500 sq. ft. This includes 7,000 sq. ft. ground floor space with an additional 2,500 sq. ft. on the second level including an open-air mezzanine to capture the unique vista of the Front Range to the west. The facility will employ about 120 people of which 80 are full time employees (FTE’s).

The new restaurant will be located along Youngfield Street on the site that was the shuttered Wells Fargo Drive-Up Teller. An approximately one-acre parcel exists at Applewood Village that would accommodate the building footprint as well as associated parking and landscaping. The proposed development will require site work outside of this parcel to effectively reconfigure the parking lot and driveways to be safe, efficient and useful to the occupants of the shopping center. The current parking analysis of Applewood Village shopping center shows that the center has an overall parking count of over 1,500 parking spaces, yielding a ratio of over 4 / 1,000 sf.

Due to potential redevelopment at the shopping center including demolition of vacant structures, site circulation improvements, new retail buildings, as well as traffic and drainage improvements, the parking ratio is expected to improve to over 4.5 / 1,000 sf.

In addition, the retail tenants do not have exclusive rights to parking spaces. Leases typically include “cross parking” and “ingress and egress” rights for tenants and their customers/ invitees throughout the shopping center. As such, we expect as many as 125 parking spaces to be available to Hacienda in the vicinity of the restaurant.

The Redevelopment activity will include over \$1.6 million of TIF eligible public benefits. Those primary benefits include demolition of vacant and blighted buildings, sidewalks, and landscaping; installation of new sidewalks, landscaping, pedestrian lighting; storm water improvements; and reconfiguration of public drive lanes and parking.

PROPOSED AGREEMENT

The total project cost is estimated at \$6,884,759. US Retail Partners, LLC will contribute \$5,357,153, which includes the \$1,015,000 TIF, and Hacienda will contribute \$1,527,606 of equity towards the project. These costs do not include the cost to underground the power, cable

and phone lines along Youngfield Street, which are estimated at an additional \$425,000. The City's Xcel 1% Fund currently has a balance of approximately \$850,000, which can be allocated towards this project.

A project proforma was generated and reviewed by Economic Planning Systems (EPS), a third party working for RWR. The proforma detailed that a public investment of \$1,015,000 was required by the developer in order for US Retailers to meet their 6.45% return on cost requirement. The public investment will come in the form of sales and property tax increment generated from this project and a one-time cash contribution by Renewal Wheat Ridge, as follows:

- Property Tax – 100% of annual property tax increment for approximately 12 years; total amount of \$294,901.
 - After 12 years, or when the total public investment has been met; Renewal Wheat Ridge will continue to receive 100% of the property tax increment through the life of the TIF (2040) in an amount estimated at \$799,488.
- Sale Tax – 50% of annual sales tax increment for approximately 12 years; total amount of \$619,795.
 - During the first 12 years of the TIF, the City will retain 50% of the sales tax increment in the amount of \$619,795. After eight years, or when the total public investment has been met. RWR will rescinding its portion of the City's sales tax through the life of the TIF (2040) in an amount estimated at \$2.9M.
- Cash – One-time cash contribution from Renewal Wheat Ridge in 2018 in the amount of \$100,000.
 - Funds are available in the I-70/Kipling Corridors Urban Renewal budget to fund this contribution.
- The agreement approved by RWR will fund the improvements for a period of 12-years or until 2031.

The TIF request detailed in the proforma was confirmed by EPS through its thorough evaluation and questioning of the developer and meetings with RWR staff, the City Manager and RWR legal counsel. The Agreement contemplated obligates the sales tax portion of the TIF increment. Over the life of the TIF period as allowed by URA law, it's estimated the restaurant will generate approximately \$4,119,848 in sales tax generation. Over the life of the Agreement, the 50% request will generate approximately \$660,990 in sales tax revenues.

FINANCIAL IMPLICATIONS:

The proposed public investment for the Hacienda Colorado is similar to other public investment projects in Wheat Ridge and is expected to return \$4.26 per every \$1.00 of investment.

Project	Terms	Public Investment	Estimated TIF Revenues	ROI/\$1 Dollar
Hacienda Colorado	100% Property Tax/50% Sales Tax/12 years	\$1.01M	\$4.3M	\$4.26
Kipling Ridge	100% Property and Sales Tax/10 Years	\$3.455M	\$13.8M	\$3.99
Corners at Wheat Ridge	100% Property Tax/33% Sales Tax/1% PIF/12-15 Years	\$6.25M	\$25.0M	\$4.00

THE COOPERATION AGREEMENT:

A Cooperation Agreement is required between RWR and the City of Wheat Ridge. The Cooperation Agreement details the intent of the proceeds and obligations of both parties as it relates to the collection of funds from the sales tax TIF referenced in the documents. In essence, the Cooperation Agreement provides the mechanism that allows the obligated activities incremental sales tax to flow to the City and then be distributed into a special account of RWR to fund the activity. The Cooperation Agreement requires the City to continue to share 1½ cents of its 3 cents sales tax with RWR until the reimbursement amount, \$1,015,000, is paid to the developer. On February 6, 2018 RWR adopted Resolution 05-2018 approving the execution of the Agreement with a recommendation to forward the Agreement to Council.

RECOMMENDATIONS:

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

- The activity appears to be consistent with many of the values, goals, and strategies stated in the Comprehensive Plan.
- The activity builds on previous planning efforts and is consistent with the vision outlined in several of the City’s adopted plans.
- The activity will create new up to 80 new FTE positions and over 30 part time jobs.
- The activity will increase sales tax production for the City and upgrade the tenant mix in the shopping center.
- The activity meets the stated purposes of the I-70/Kipling Corridors Urban Renewal Plan

by remediating blighting conditions and to stimulate growth and investment into the area boundaries.

- Support City goals related to land use, economy, community design, and sustainability.
- The project directly fulfills the plan's action items that call for the City to entertain public private partnerships to achieve land assemblage and redevelopment.

RECOMMENDED MOTION:

"I move to approve Resolution No. 12-2018 – A resolution concerning the proposed redevelopment within the Applewood Shopping Center for the development of a Hacienda Colorado Restaurant and authorizing a Cooperation Agreement in conjunction within."

Or,

"I move to postpone indefinitely Resolution No. 12-2018 for the following reason(s) _____."

REPORT PREPARED/REVIEWED BY:

Steve Art, Urban Renewal Executive Director

Patrick Goff, City Manager

ATTACHMENTS:

1. Resolution No. 12-2018
 - a. Exhibit 1 – Cooperation Agreement
2. Hacienda P3 Evaluation - EPS

CITY OF WHEAT RIDGE, COLORADO
RESOLUTION NO. 12
Series of 2018

TITLE: RESOLUTION NO. 12-2018 - A RESOLUTION CONCERNING THE PROPOSED REDEVELOPMENT WITHIN THE APPLEWOOD SHOPPING CENTER FOR THE DEVELOPMENT OF A HACIENDA COLORADO RESTAURANT, AND AUTHORIZING A COOPERATION AGREEMENT IN CONNECTION THEREWITH

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

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

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

WHEREAS, U.S. Retailers Partners, LLC (the "Developer") has leased land to Hacienda Colorado which is located in the Applewood Shopping Center (the "Property"), which is in the Urban Renewal Area; and

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

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

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

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

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

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

WHEREAS, in order to finance certain eligible improvements for the Project, the Redevelopment Agreement provides that, upon compliance with certain conditions precedent, the Authority will reimburse the Developer for eligible costs incurred in connection with such eligible improvements in the maximum amount of \$1,015,000 (the “Reimbursement Amount”) with the Reimbursement Amount to be payable solely from property tax increment revenues and sales tax increment revenues to be generated from the redevelopment of the Project; and

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

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

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

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

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

Section 3. Direction to Act. The City Clerk is hereby authorized and directed to attest all signatures and acts of any official of the City in connection with the matters authorized by this Resolution and to place the seal of the City on any document authorized and approved by this Resolution. The Mayor, the City Manager, the City Clerk, the City Attorney, and all other appropriate officials or employees of the City are

hereby authorized and directed to execute and deliver for and on behalf of the City any and all additional certificates, documents, instruments and other papers, and to perform all other acts that they deem necessary or appropriate, in order to facilitate the redevelopment of the Project and implement and carry out the transactions and other matters authorized by this Resolution.

Section 4. Ratification. All actions (not inconsistent with the provisions of this Resolution) heretofore taken by the City Council or the officers, employees or agents of the City directed toward the redevelopment of the Project and the execution and delivery of the Cooperation Agreement are hereby ratified, approved and confirmed.

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

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

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

DONE AND RESOLVED this 26th day of February, 2018.

Bud Starker, Mayor

Attest:

Janelle Shaver, City Clerk

EXHIBIT 1

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

THIS COOPERATION AGREEMENT (this “Agreement”) dated as of February 26, 2018, is made and entered into between the CITY OF WHEAT RIDGE, COLORADO (the “City”) and the WHEAT RIDGE URBAN RENEWAL AUTHORITY d/b/a/ RENEWAL WHEAT RIDGE (the “Authority”).

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

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

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

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

WHEREAS, U.S. Retail Partners, LLC a Delaware limited liability company (the “Developer”) has the desire to construct a 9,500 sq. ft. Hacienda Colorado restaurant on a pad in the Applewood Shopping Center consisting of approximately .6 acres which is located north of the northeast corner of 32nd Avenue and Youngfield Street (the “Property”), which is in the Urban Renewal Area; and

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

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

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

the City, and appropriating funds and making such expenditures of its funds to aid and cooperate with the Authority in undertaking the Project and carrying out the Plan; and

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

WHEREAS, in order to finance certain eligible improvements for the Project, the Redevelopment Agreement provides that, upon compliance with certain conditions precedent, the Authority will provide a one-time cash payment of \$100,000 from reserves in the special account of the I70/Kipling Corridors Urban Renewal Plan and reimbursement of \$1,015,000 (the “Payment”) with such Payment to be payable from the Pledged Property Tax Increment Revenue and Pledged Sales Tax Increment Revenues as the same are defined in the Redevelopment Agreement to be generated from the redevelopment of the Project; and

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

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

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

I. COOPERATION.

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

(b) The City agrees to assist the Authority by pursuing all lawful procedures and remedies available to it to collect and transfer to the Authority on a timely basis all Pledged Sales Tax Increment Revenues for deposit into the Project Account of the Special Fund until the total amount of Pledged Revenues as defined in the Redevelopment Agreement paid to Developer equals the Reimbursement Amount, or August 31, 2029, whichever first occurs.

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

4. **GENERAL PROVISIONS.**

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

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

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

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

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

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

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

IN WITNESS WHEREOF, this Agreement is executed by the Parties as of March 12,
2018

CITY OF WHEAT RIDGE, COLORADO

By: _____
Bud Starker, Mayor

(SEAL)

Attest:

Janelle Shaver, City Clerk

APPROVED AS TO FORM

Gerald Dahl, City Attorney

WHEAT RIDGE URBAN RENEWAL AUTHORITY

ATTEST:

Tim Rogers, Chairperson

Steve Art, Executive Director

The Economics of Land Use



Request for TIF Review

Hacienda

Prepared for:

The City of Wheat Ridge

Prepared by:

Economic & Planning Systems, Inc.

*Economic & Planning Systems, Inc.
730 17th Street, Suite 630
Denver, CO 80202-3511
303 623 3557 tel
303 623 9049 fax*

*Berkeley
Sacramento
Denver*

www.epsys.com

Date:

February 12, 2018

EPS #163105

Table 1
Construction Costs

Description	Regency	Hacienda	City	Total
CONSTRUCTION COST				
Land	\$ (534,867)	\$ -	\$ -	\$ (534,867) <i>Acquire Vacant Bank</i>
Due Diligence and Legal	\$ (75,900)	\$ -	\$ -	\$ (75,900)
Architectural, Structural, MEP	\$ -	\$ (121,543)	\$ -	\$ (121,543)
Engineering and Landscape Design	\$ (53,457)	\$ -	\$ -	\$ (53,457) <i>Survey, Geotech</i>
Sitework and Offsite Work	\$ (1,382,500)	\$ -	\$ -	\$ (1,382,500) <i>see detailed breakdown</i>
Shell Building	\$ (1,874,000)	\$ -	\$ -	\$ (1,874,000) <i>based upon November 2015 contractor estimates</i>
Tenant Finish/ Tenant Allowance	\$ (788,000)	\$ (212,000)	\$ -	\$ (1,000,000) <i>based upon most recent store opening</i>
Furnishings, Fixtures and Equipment	\$ -	\$ (750,000)	\$ -	\$ (750,000) <i>based upon most recent store opening</i>
Permits, Fees, Taxes and Misc.	\$ (133,957)	\$ -	\$ -	\$ (133,957) <i>City Permits, Use Taxes</i>
Store Opening Costs	\$ -	\$ (200,000)	\$ -	\$ (200,000) <i>based upon most recent store opening</i>
Project Management	\$ (109,034)	\$ (114,177)	\$ -	\$ (223,211) <i>5.0%</i>
Leasing Commissions	\$ (208,050)	\$ -	\$ -	\$ (208,050)
Interest Carry	\$ (197,388)	\$ (129,886)	\$ -	\$ (327,274) <i>5.0%</i>
Underground Utilities	\$ -	\$ -	\$ (425,000)	\$ (425,000) <i>assumed to by a City cost</i>
Subtotal	\$ (5,357,153)	\$ (1,527,606)	\$ (425,000)	\$ (7,309,759)

Source: Regency Centers; Economic & Planning Systems

\\EPSC02\Proj\2016 Projects\163105-Wheat Ridge Hacienda P3 Review\Models\163105-Hacienda Proforma-2-12-2018.xlsm]Construction Costs

Table 2
Regency Investment Proforma

Description	Factor	Final Request
Building Area		9,500
OPERATING INCOME		
Base Rent (NNN)		
Rental Rate	NNN	\$ 30.00
Total Rent		\$ 285,000
Reimbursement Income		
Common Area Expenses	\$5.69/sq. ft.	\$ 54,055
Real Estate Taxes	\$4.17/sq. ft.	\$ 39,615
Insurance	\$0.48/sq. ft.	\$ 4,560
Subtotal		\$ 98,230
Gross Potential Income		\$ 383,230
Vacancy Rate		0.0%
Less: Vacancy		\$ -
Operating Expenses		
Common Area Expenses	\$5.69/sq. ft.	\$ (54,055)
Real Estate Taxes	\$4.17/sq. ft.	\$ (39,615)
Insurance	\$0.48/sq. ft.	\$ (4,560)
15% Administrative Fee	15.0%	\$ (4,912)
Subtotal		\$ (103,142)
Net Operating Income		\$ 280,089
CONSTRUCTION COST (Regency)		
Land		\$ (534,867)
Due Diligence and Legal		\$ (75,900)
Architectural, Structural, MEP		\$ -
Engineering and Landscape Design		\$ (53,457)
Sitework and Offsite Work	\$146/sq. ft.	\$ (1,382,500)
Shell Building	\$197/sq. ft.	\$ (1,874,000)
Tenant Finish/ Tenant Allowance		\$ (788,000)
Furnishings, Fixtures and Equipment		\$ -
Permits, Fees, Taxes and Misc.		\$ (133,957)
Store Opening Costs		\$ -
Project Management		\$ (109,034)
Leasing Commissions		\$ (208,050)
Interest Carry		\$ (197,388)
Underground Utilities		\$ -
Subtotal		\$ (5,357,153)
Regency Project Return (w/out public subsidy)		
Total Regency Cost		-\$5,357,153
Stabilized NOI		\$280,089
Return on Cost		5.23%
Required Hurdle Rate		6.45%
Regency Project Return (w/ public subsidy)		
Total Cost		-\$5,357,153
City Subsidy		<u>\$1,014,696</u>
Net Project Cost		-\$4,342,457
Stabilized NOI		\$280,089
Return on Cost		6.45%
City Contribution		
Underground Utilities		\$425,000
Project Subsidy		<u>\$1,014,696</u>
Subtotal		\$1,439,696

Source: Regency Centers; Economic & Planning Systems

\\EPSC02\Proj\2016 Projects\163105-Wheat Ridge Hacienda P3 Review\Models\163105-Hacienda Proforma-2-12-2018.xlsx\Proforma

Table 3
City of Wheat Ridge and URA Cash Flow - Hacienda Development

Shareback Period: 13 years
City/URA Contribution: \$1,014,696

Description	Total	2018 Year 0	2019 Year 1	2020 Year 2	2021 Year 3	2022 Year 4	2023 Year 5	2024 Year 6	2025 Year 7	2026 Year 8	2027 Year 9	2028 Year 10	2029 Year 11	2030 Year 12	2031 Year 13	2032 Year 14	2033 Year 15	2034 Year 16	2035 Year 17	2036 Year 18	2037 Year 19	2038 Year 20	2039 Year 21	2040 Year 22
Project Investment																								
Urban Renewal Authority	\$100,000	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TIF: Property Tax	\$281,011	\$0	\$0	\$39,798	\$39,798	\$41,406	\$41,406	\$43,079	\$43,079	\$32,445	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TIF: Sales Tax (50%)	\$633,684	\$12,500	\$75,000	\$76,500	\$78,030	\$79,591	\$81,182	\$82,806	\$84,462	\$63,613	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal	\$1,014,696	\$112,500	\$75,000	\$116,298	\$117,828	\$120,997	\$122,588	\$125,885	\$127,541	\$96,058	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cumulative Outlay		\$112,500	\$187,500	\$303,798	\$421,626	\$542,623	\$665,211	\$791,096	\$918,637	\$1,014,696	\$1,014,696	\$1,014,696	\$1,014,696	\$1,014,696	\$1,014,696	\$1,014,696	\$1,014,696	\$1,014,696	\$1,014,696	\$1,014,696	\$1,014,696	\$1,014,696	\$1,014,696	\$1,014,696
Net Present Value (NPV)	5.0%	\$836,389																						
Public Revenue																								
URA: Property Tax	\$735,543	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,374	\$44,819	\$46,630	\$46,630	\$48,514	\$48,514	\$50,474	\$50,474	\$52,513	\$52,513	\$54,634	\$54,634	\$56,842	\$56,842	\$59,138
City: Sales Tax	\$3,486,163	\$12,500	\$75,000	\$76,500	\$78,030	\$79,591	\$81,182	\$82,806	\$84,462	\$108,690	\$175,749	\$179,264	\$182,849	\$186,506	\$190,236	\$194,041	\$197,922	\$201,880	\$205,918	\$210,036	\$214,237	\$218,522	\$222,892	\$227,350
Subtotal	\$4,221,707	\$12,500	\$75,000	\$76,500	\$78,030	\$79,591	\$81,182	\$82,806	\$84,462	\$121,064	\$220,568	\$225,894	\$229,479	\$235,020	\$238,750	\$244,515	\$248,396	\$254,393	\$258,431	\$264,671	\$268,871	\$275,363	\$279,734	\$286,488
Cumulative Revenue		\$12,500	\$87,500	\$164,000	\$242,030	\$321,621	\$402,803	\$485,609	\$570,071	\$691,135	\$911,703	\$1,137,597	\$1,367,076	\$1,602,096	\$1,840,846	\$2,085,361	\$2,333,756	\$2,588,149	\$2,846,580	\$3,111,250	\$3,380,122	\$3,655,485	\$3,935,219	\$4,221,707
Net Present Value (NPV)	5.0%	\$2,216,855																						

Source: Economic & Planning Systems

\\EPSDC02\Proj\2016 Projects\163105-Wheat Ridge Hacienda P3 Review\Models\163105-Hacienda Proforma-2-12-2018.xlsx\Outlay

Table 4
Hacienda Tax Revenue Estimate

Description		2018 Year 0	2019 Year 1	2020 Year 2	2021 Year 3	2022 Year 4	2023 Year 5	2024 Year 6	2025 Year 7	2026 Year 8	2027 Year 9	2028 Year 10	2029 Year 11	2030 Year 12	2031 Year 13	2032 Year 14	2033 Year 15	2034 Year 16	2035 Year 17	2036 Year 18	2037 Year 19	2038 Year 20	2039 Year 21	2040 Year 22
Building Area % of Year	9,500	17%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
SALES TAX REVENUE Annual Sales Total Sales Tax City Sales Tax Total Sales Tax Total City Sales Tax	\$526 per sq. ft. 2.0% per year 8.00% 3.00% \$10,919,593 over 25 years \$4,119,848 over 25 years	\$833,333 \$0 \$25,000	\$5,000,000 \$400,000 \$150,000	\$5,100,000 \$408,000 \$153,000	\$5,202,000 \$416,160 \$156,060	\$5,306,040 \$424,483 \$159,181	\$5,412,161 \$432,973 \$162,365	\$5,520,404 \$441,632 \$165,612	\$5,630,812 \$450,465 \$168,924	\$5,743,428 \$459,474 \$172,303	\$5,858,297 \$468,664 \$175,749	\$5,975,463 \$478,037 \$179,264	\$6,094,972 \$487,598 \$182,849	\$6,216,872 \$497,350 \$186,506	\$6,341,209 \$507,297 \$190,236	\$6,468,033 \$517,443 \$194,041	\$6,597,394 \$527,792 \$197,922	\$6,729,342 \$538,347 \$201,880	\$6,863,929 \$549,114 \$205,918	\$7,001,207 \$560,097 \$210,036	\$7,141,231 \$571,298 \$214,237	\$7,284,056 \$582,724 \$218,522	\$7,429,737 \$594,379 \$222,892	\$7,578,332 \$606,267 \$227,350
PROPERTY TAX Market Value Appraised Value Assessed Value Total 2017 Mill Levy (excluding West Metro Fire mill levy) City Mill Levy Total Property Tax City Property Tax	\$175 per sq. ft. 2.0% per year 95% of market value 29.0% of appraised value 86.8920 per \$1,000 of AV 1.8300 per \$1,000 of AV \$1,016,555 over 25 years \$21,409 over 25 years	\$0 \$0 \$0 \$0 \$0	\$1,662,500 \$1,579,375 \$0 \$0 \$0	\$1,695,750 \$1,579,375 \$458,019 \$39,798 \$838	\$1,729,665 \$1,643,182 \$458,019 \$39,798 \$838	\$1,764,258 \$1,643,182 \$476,523 \$41,406 \$872	\$1,799,543 \$1,709,566 \$476,523 \$41,406 \$872	\$1,835,534 \$1,709,566 \$495,774 \$43,079 \$907	\$1,872,245 \$1,778,633 \$495,774 \$43,079 \$907	\$1,909,690 \$1,778,633 \$515,804 \$44,819 \$944	\$1,947,884 \$1,850,490 \$515,804 \$44,819 \$944	\$1,986,841 \$1,850,490 \$536,642 \$44,819 \$982	\$2,026,578 \$1,925,249 \$536,642 \$46,630 \$982	\$2,067,110 \$1,925,249 \$558,322 \$46,630 \$1,022	\$2,108,452 \$2,003,029 \$558,322 \$48,514 \$1,022	\$2,150,621 \$2,003,029 \$580,879 \$48,514 \$1,063	\$2,193,633 \$2,083,952 \$580,879 \$50,474 \$1,063	\$2,237,506 \$2,083,952 \$604,346 \$50,474 \$1,106	\$2,282,256 \$2,168,143 \$604,346 \$52,513 \$1,106	\$2,327,901 \$2,168,143 \$628,762 \$52,513 \$1,151	\$2,374,459 \$2,255,736 \$628,762 \$54,634 \$1,151	\$2,421,949 \$2,255,736 \$654,164 \$54,634 \$1,197	\$2,470,388 \$2,346,868 \$654,164 \$56,842 \$1,197	\$2,519,795 \$2,346,868 \$680,592 \$59,138 \$1,245
POTENTIAL PROJECT CONTRIBUTION Option A Property Tax 25% of City Sales Tax Subtotal Option B Property Tax 50% of City Sales Tax Subtotal Option C Property Tax 75% of City Sales Tax Subtotal Option D Property Tax 100% of City Sales Tax Subtotal	86.8920 25% 86.8920 50% 86.8920 75% 86.8920 100%	\$0 \$6,250 \$6,250	\$0 \$37,500 \$37,500	\$39,798 \$38,250 \$78,048	\$39,798 \$39,015 \$78,813	\$41,406 \$39,795 \$81,201	\$41,406 \$40,591 \$81,997	\$43,079 \$41,403 \$84,482	\$43,079 \$42,231 \$85,310	\$44,819 \$43,076 \$87,895	\$44,819 \$43,937 \$88,756	\$46,630 \$44,816 \$91,446	\$46,630 \$45,712 \$92,342	\$48,514 \$46,627 \$95,140	\$48,514 \$47,559 \$96,073	\$50,474 \$48,510 \$98,984	\$50,474 \$49,480 \$99,954	\$52,513 \$50,470 \$102,983	\$52,513 \$51,479 \$103,992	\$54,634 \$52,509 \$107,143	\$54,634 \$53,559 \$108,194	\$56,842 \$54,630 \$111,472	\$56,842 \$55,723 \$112,565	\$59,138 \$56,837 \$115,975
POTENTIAL PROJECT CONTRIBTUTION (CUMULATIVE) Option A Property Tax 25% of City Sales Tax Subtotal Option B Property Tax 50% of City Sales Tax Subtotal Option C Property Tax 75% of City Sales Tax Subtotal Option D Property Tax 100% of City Sales Tax Subtotal	86.8920 25% 86.8920 50% 86.8920 75% 86.8920 100%	\$0 \$6,250 \$6,250	\$0 \$43,750 \$43,750	\$39,798 \$82,000 \$121,798	\$79,596 \$121,015 \$200,611	\$121,002 \$160,810 \$281,813	\$162,408 \$201,402 \$363,810	\$205,487 \$242,805 \$448,292	\$248,566 \$285,036 \$533,602	\$293,385 \$328,111 \$621,497	\$338,204 \$372,049 \$710,253	\$384,834 \$416,865 \$801,699	\$431,464 \$462,577 \$894,041	\$479,978 \$509,203 \$989,181	\$528,492 \$556,762 \$1,085,254	\$578,965 \$605,273 \$1,184,238	\$629,439 \$654,753 \$1,284,192	\$681,952 \$705,223 \$1,387,175	\$734,465 \$756,703 \$1,491,167	\$789,099 \$809,212 \$1,598,311	\$843,733 \$862,771 \$1,706,504	\$900,575 \$917,401 \$1,817,976	\$957,417 \$973,124 \$1,930,541	\$1,016,555 \$1,029,962 \$2,046,516

Source: Economic & Planning Systems
\\EPSC02\Proj\2016 Projects\163105-Wheat Ridge Hacienda P3 Review\Models\163105-Hacienda Proforma-2-12-2018.xlsx\Tax Revenue

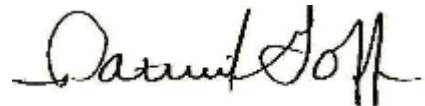
REQUEST FOR CITY COUNCIL ACTION

TITLE: MOTION TO AWARD THE 2018 CRACK SEAL PROJECT AND SUBSEQUENT PAYMENTS TO PRECISE STRIPING, LLC, FREDERICK, COLORADO, IN THE AMOUNT OF \$126,990.00, WITH A CONTINGENCY AMOUNT OF \$6,350.00, AND AUTHORIZE THE DIRECTOR OF PUBLIC WORKS TO ISSUE CHANGE ORDERS UP TO A TOTAL CONTRACT AND CONTINGENCY AMOUNT OF \$133,340.00

☐ PUBLIC HEARING
☒ BIDS/MOTIONS
☐ RESOLUTIONS

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

QUASI-JUDICIAL:

☐ YES☒ NO**Public Works Director****City Manager****ISSUE:**

Each year, the City conducts crack sealing on selected streets as part of the on-going preventive maintenance program. The 2018 Crack Seal Project will provide street maintenance throughout the City by priority. The crack filling treatment reduces water infiltration under the pavement and extends the pavement life of identified streets as part of the on-going maintenance program. This project is the first of the two preventive maintenance projects that the City will implement this year, the other being the asphalt overlay project.

The original contract was awarded to Precise Striping, LLC in 2016 with stipulated term renewal options as they were the lowest responsible and responsive bidder. Staff has successfully negotiated the 2018 contract renewal through a previously approved process. Staff recommends proceeding with the contract renewal in the amount of \$126,990 to complete the 2018 crack seal project.

PRIOR ACTION:

Original contract ITB-16-06 was approved by the City Council on February 22, 2016 with stipulated term renewal options and conditions.

FINANCIAL IMPACT:

Funding for the 2018 Crack Seal Project has been approved in the Preventive Maintenance Projects line item of the 2018 Capital Investment Program (CIP) budget.

Completion of this project will extend the useful life of the streets treated. Costs associated with the base bid will be paid from CIP Budget Account Number 30-303-800-884.

BACKGROUND:

Formal bids for the 2016 Crack Seal Project, #S-PM-02-16, were opened on February 9, 2016. Five bids were received. Three bids were found to be within the Engineering estimate and advertised budget range and two were above. The apparent lowest responsible bid was received from Precise Striping, LLC, Frederick, Colorado and this firm was subsequently awarded a contract through the established procurement process.

In the bid document, the City incorporated a renewal option. Specifically, the contract was set up in 2016 to award the crack seal project with the option to renew for two (2) additional one-year periods, subject to the Contractor providing satisfactory performance during the previous contract period. During this option period, beginning November 1 of each year, the City is to give written notification to the Contractor of Notice of Intent to Renew, if the City intends to exercise its option to renew. The Contractor is then obligated to submit a written response to the Notice of Intent to Renew within 30 days of receiving the notice. The City may consider an adjustment to the pricing structure if the Contractor can demonstrate, through documentation issued by material suppliers that it was subject to a price adjustment (reduction or increase). The City at its discretion can elect to accept or reject the requested price adjustment, or may negotiate a price adjustment with the Contractor, in the best interest of the City. Pricing and specification changes, if any, shall be negotiated and agreed upon by both parties. The City reserves the right to terminate the contract with the Contractor based on performance, lack of funding, or such price adjustments. The first contract renewal was executed in 2017 and the work was completed the same year.

The Contractor submitted a proposal as required in the amount of \$126,990.00. Staff evaluated the cost proposal and determined that it is reasonable with consideration of allowable increased construction cost. Based on cost and market findings, staff recommends approval of a second renewal.

In addition, staff has verified that the work can be accommodated within the available budget, and recommends the price provided by Precise Striping be approved for construction.

A 5% contingency amount of \$6,350 is also requested to cover the cost of any other unanticipated cost or items related to the project.

RECOMMENDATIONS:

Based upon the contractor's demonstrated capabilities and experience on previous City projects, staff recommends a contract renewal to Precise Striping, LLC.

RECOMMENDED MOTION:

"I move to award the 2018 Crack Seal Project and approve subsequent payments to Precise Striping, LLC, Frederick, Colorado, in the amount of \$126,990.00, with a contingency amount of \$6,350.00 and that the Director of Public Works be authorized to issue change orders up to a total contract and contingency amount of \$133,340.00."

Or,

"I move to deny the award of 2018 Crack Seal Project and subsequent payments to Precise Striping, LLC, Frederick, Colorado, for the following reason(s)
_____."

REPORT PREPARED/REVIEWED BY:

Steve Nguyen, Engineering Manager
Jennifer Nellis, Purchasing Agent
Scott Brink, Director of Public Works
Patrick Goff, City Manager

ATTACHMENTS:

1. Proposed Contract Renewal Intent Letter



February __, 2018

Troy A. Beer, President
Precise Striping, LLC
5978 Esther Circle
Frederick, CO 80504

Subject: **ITB-16-06 2016 CRACK SEAL PROJECT with OPTION TO RENEW TERMS
LETTER OF INTENT TO RENEW for 2018**

Dear Mr. Beer,

On behalf of the City of Wheat Ridge I wish to express our appreciation for our business relationship with your firm. We are nearing the end of the first renewal option term for the above-referenced ITB and would like to initiate the second renewal option. This letter is being sent in accordance with the processes established for renewing the agreement with Precise Striping to perform crack seal applications to various streets in 2018 at the unit prices quoted in your response to the bid request earlier in 2016, as follows:

Item No.	Pay Item	UNIT	Unit Price	2018 Est.	Extended Est.
408	Crack Seal	LB	\$ 1.084	110,000	\$ 119,240.00
626	Mobilization	LS	\$ 2,500.00	1	\$ 2,500.00
630A	Arrow Board	DAY	\$ 50.00	5	\$ 250.00
630B	Traffic Control Management	LS	\$ 5,000.00	1	<u>\$ 5,000.00</u>
<i>Public Works</i>					<u>\$ 126,990.00</u>
<i>2018 renewal total</i>					<i>\$ 126,990.00</i>

The estimated quantity of materials and service needed for 2018 have been developed by the Public Works Department, Engineering Division as shown above. A map is attached. The City has determined that 45 working days is considered appropriate for the work following your receipt of their notice to proceed. Work shall be completed prior to _____, 2018.

Thank you for your interest in doing business with the City of Wheat Ridge this past year, and we look forward to working with you again in 2018. Please respond to this correspondence, acknowledging acceptance of the estimated quantities and extended prices. Following receipt of your written response, certificate of insurance, and payment and performance bonds for the 2018

work the City intends to issue a purchase order in 2018 for the amount of \$126,900, or an amount not to exceed that budgeted for the 2018 crack seal project. Each year you may also need to obtain a no-cost permit through the City of Wheat Ridge prior to starting the project. Contact the Building Permit Technician at 303-235-2855.

All additional terms of the original ITB document and agreement apply.

Should you have any questions please call the Purchasing and Contracting office at 303-235-2811.

Respectfully,

Jennifer Nellis, CPPB
Purchasing Agent

Enclosures

Cc: file

ACKNOWLEDGMENT OF ACCEPTANCE:

I hereby accept, on behalf of Precise Striping, the estimated renewal quantities, unit prices, terms and conditions as stated above for work to be completed by _____, 2018.

Authorized Signature

Date

Printed Name

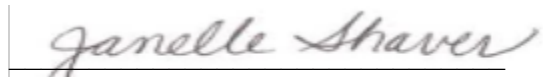

Title

REQUEST FOR CITY COUNCIL ACTION

TITLE: RESOLUTION NO. 13-2018 - A RESOLUTION DESIGNATING THE CITY HALL LOBBY AS THE OFFICIAL PUBLIC NOTICE POSTING LOCATION AND THE WHEAT RIDGE TRANSCRIPT AS THE OFFICIAL NEWSPAPER OF GENERAL CIRCULATION FOR CITY PUBLICATIONS IN 2018

☐ PUBLIC HEARING☐ BIDS/MOTIONS☒ RESOLUTIONS☐ ORDINANCES FOR 1ST READING☐ ORDINANCES FOR 2ND READING

QUASI-JUDICIAL:

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

State statute requires that each municipality annually establish the location for posting public notices, as well as the newspaper in which the notices will be published.

PRIOR ACTION:

In previous years, the Wheat Ridge Transcript has been utilized as the City's official newspaper for publications; official posting location has been the City Hall Lobby.

FINANCIAL IMPACT:

None

BACKGROUND:

None

RECOMMENDATIONS:

It is recommended the City continue to use the same newspaper and posting location as in previous years.

RECOMMENDED MOTION:

"I move to approve Resolution No. 13-2018, a resolution designating the City Hall Lobby as the official public notice location and the Wheat Ridge Transcript as the official newspaper of general circulation for City publications in 2018."

Or,

"I move to postpone indefinitely Resolution No. 13-2018, a resolution designating the City Hall Lobby as the official public notice location and the Wheat Ridge Transcript as the official newspaper of general circulation for City publications in 2018 for the following reason(s)
_____."

REPORT PREPARED/REVIEWED BY:

Robin L. Eaton, Deputy City Clerk

Patrick Goff, City Manager

ATTACHMENTS:

1. Resolution No. 13-2018

CITY OF WHEAT RIDGE, COLORADO
RESOLUTION NO. 13
Series of 2018

TITLE: A RESOLUTION DESIGNATING THE CITY HALL LOBBY AS THE OFFICIAL PUBLIC NOTICE POSTING LOCATION AND THE WHEAT RIDGE TRANSCRIPT AS THE OFFICIAL NEWSPAPER OF GENERAL CIRCULATION FOR CITY PUBLICATIONS IN 2018

WHEREAS, the Colorado Revised Statutes require municipalities to designate official public notice and publication locations for legal notices; and

WHEREAS, such locations must be approved by the governing body of the municipality annually; and

WHEREAS, the City is required by Charter, Ordinance and State Law to publish certain notices.

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

Section 1. Public notice of public meetings of the City Council, Planning Commission, Board of Adjustment, and all other Board, Commission, Committee, and advisory board meetings for which public notice is required, shall be posted on the first floor at the Municipal Building, 7500 West 29th Avenue, Wheat Ridge, Colorado, which location shall be deemed the official posting location for the City.

Section 2. Except as otherwise permitted by Sections 5.2 and 5.12 of the Charter, notices and other information required to be published in a newspaper of general circulation within the City, shall be made in the Wheat Ridge Transcript; except that, where circumstance makes publication ineffective or otherwise undesirable, the City may publish official notice on the City's website.

Section 3. This resolution shall be effective upon adoption.

DONE AND RESOLVED this 26th day of February 2018.

Bud Starker, Mayor

ATTEST:

Janelle Shaver, City Clerk

ATTACHMENT 1