

# **AGENDA**

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

**October 8, 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 Council Minutes of September 10, 2018 and Study Session Notes of October 1, 2018**

### **PROCLAMATIONS AND CEREMONIES**

Aquatics Professional of the Year – Barb Klobberdanz

### **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**

**1. CONSENT AGENDA**

- a. Motion to appoint Michael Griffeth to the Board of Adjustment, District IV vacancy, term to expire 3/02/21
- b. Resolution 63-2018 – approving a contract with the Colorado Department of Transportation for maintenance of traffic signals

**PUBLIC HEARINGS AND ORDINANCES ON SECOND READING**

2. Resolution No. 66-2018 – adopting the City Budget and appropriating sums of money to the various funds and spending agencies for the City of Wheat Ridge, Colorado for the 2019 Budget Year
3. Council Bill 26-2018 – amending the Wheat Ridge Code of Laws concerning hours of operation for Medical Marijuana Centers and Retail Marijuana Stores
4. Resolution No. 62-2018 – approving an Eleven-Lot Subdivision Plat for property zoned Mixed Use-Neighborhood (MU-N) at 10590 W. 44<sup>th</sup> Ave. (Case No. WS-17-03/Clear Creek Townhomes)

**ORDINANCES ON FIRST READING**

5. Council Bill 27-2018 – approving an amendment to the Outline Development Plan for the Camelot Club Apartments Planned Residential Development (PRD) for property located at 4635 and 4665 Kipling Street (Case No. WZ-18-03/Kipling Village)

**DECISIONS, RESOLUTIONS AND MOTIONS**

6. Resolution NO. 64-2018 – Levying General Property Taxes for the Year 2018, to help defray the costs of Government for the City of Wheat Ridge, Colorado for the 2019 Budget Year
7. Resolution 65-2018 – opposing “Amendment 74”, an attempt to amend the Colorado Constitution to drastically limit State and Local Government Services at a high cost to taxpayers

**CITY MANAGER’S MATTERS**

**CITY ATTORNEY’S MATTERS**

**ELECTED OFFICIALS’ MATTERS**

**ADJOURNMENT**

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

**September 10, 2018**

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

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

**ROLL CALL OF MEMBERS**

Zachary Urban	Tim Fitzgerald	Leah Dozeman	
Kristi Davis	George Pond	Larry Mathews	Janeece Hoppe

Absent: Monica Duran (excused)

Also present: City Attorney, Gerald Dahl; City Manager, Patrick Goff; Park and Recreation Director Joyce Manwaring; Deputy City Clerk, Robin Eaton; other staff, guests and interested citizens.

**APPROVAL OF Council Minutes of August 13, 2018**

There being no objections, the City Council minutes of August 13, 2018 were approved as published.

**PROCLAMATIONS AND CEREMONIES**

**Cities and Towns Week**

Mayor Starker, read the proclamation recognizing the very important role that municipal governments play. With the Colorado Municipal League's member cities and towns coming together to teach a variety of projects and information. Mayor Starker proclaimed the week of September 10 through the 16<sup>th</sup> as Colorado Cities and Towns Week and presented it to City Manager Patrick Goff.

**Constitution Week**

Mayor Starker called for Wade Hammond along with Andy McKean and read the proclamation concerning the Constitution and its Bill of Rights, which gave birth to our nation and is what our principals are based on. Mayor Starker proclaimed the week of September 17<sup>th</sup> through the 23<sup>rd</sup> as Constitution week. The Mayor has also sponsored copies of the constitution to be given out to each student at Wheat Ridge High School.

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

Dorothy Archer apologized to Mr. Slattery concerning bulk plane zoning issues and forgot to thank him for going out of his way to draw perspectives and possibilities for the different roof heights around the City.

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

1. Council Bill 23-2018 – An Ordinance vacating any interest held by the City of Wheat Ridge in a portion of Miller Street, a Public Roadway, adjacent to 5185 Miller Street (Case No. WV-18-01/Roush Industries)

The applicant is requesting approval of a right-of-way vacation for a remnant section of right-of-way formerly used for Miller Street. The right-of-way section requested for vacation was abandoned as a thoroughfare in the early 2000s when Miller Street was rerouted to the east.

Councilmember Mathews introduced Council Bill 23-2018.

Deputy City Clerk Eaton assigned Ordinance 1654.

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

#### **Staff Presentation –**

Zack Wallace entered into public record, the case file and that the staff recommends approval.

Public Comment - None.

Council Questions - None

Mayor Starker closed the public hearing.

**Motion** by Councilmember Mathews to approve Council Bill 23-2018, an ordinance vacating any interest held by the City of Wheat Ridge in a portion of Miller Street, a Public Roadway, adjacent to 5185 Miller Street on second reading and that it take effect 15 days after final publication for the following reasons:

1. The Public Works Department does not foresee any future roadway needs for this right-of-way.
2. The vacation will not leave adjacent property without access to a public street.
3. The vacation is not in conflict with the goals and objectives of the Comprehensive Plan or the Bicycle and Pedestrian Master Plan.
4. The vacation will not negatively impact City infrastructure.

5. Easements will ensure the City and outside agencies can adequately access infrastructure located within the vacated right-of-way.”

seconded by Councilmember Dozeman; motion carried 7 -0

## **DECISIONS, RESOLUTIONS AND MOTIONS**

2. Resolution No. 56-2018 – A Resolution amending the Fiscal Year 2018 2E Bond Fund Budget to reflect the approval of a Supplemental Budget Appropriation in the amount of \$2,129,250 and to award a contract and subsequent payments to GH Phipps Construction Companies in the amount of \$5,069,979 and to approve a Contingency Amount of \$341,560 for the Anderson Park Renovation 2E Bond Project.

Request for Qualifications for a General Contractor was completed and GH Phipps, Inc. was chosen to provide pricing services, value engineering and a guaranteed maximum price to complete the project based on the master plan design and the subsequent construction drawings.

The renovation of Anderson Park is one of the four City of Wheat Ridge Investing 4 the Future projects funded by 2E, the voter approved 1/2 cent sales tax increase. A Request for Qualifications for a General Contractor was completed and GH Phipps, Inc. was chosen to provide pricing services, value engineering and a guaranteed maximum price to complete the project based on the master plan design and the subsequent construction drawings.

The renovation of Anderson Park is one of the four City of Wheat Ridge Investing 4 the Future projects funded by 2E, the voter approved 1/2 cent sales tax increase. A request for Qualifications for a General Contractor was completed and GH Phipps, Inc. was chosen to provide pricing services, value engineering and a guaranteed maximum price to complete the project based on the master plan design and the subsequent construction drawings.

A value engineering or cost study report was then completed to arrive at the final guaranteed maximum price (GMP) for construction. The contract award is based on the cost study report and submitted GMP.

The approved funding for the project from 2E bond funds is \$4,447,708. Additional funds to supplement the cost of the project are appropriated in the Open Space Fund and the Conservation Trust Fund.

The improvements associated with this project are intended to provide an updated park that functions effectively for the current uses, future trends and park users.

Councilmember Dozeman introduced Item.2.

Staff presentation - Joyce Manwaring

Ms. Manwaring described some of the items for the contract award that were in the Masterplan, being previously approved by Council. Many of the items that were approved earlier, included building and rebuilding some of the facilities along with the parking lots and new bus entry locations.

Public comment.

Rollie Sorentino (WR) revisited the motion that was approved earlier, that included brand new lighting to replace those currently at the baseball field. As a tax paying citizen and a representative of many other citizens and also baseball field user, wanted to express loud and clear, his appreciation for saving that baseball field. Thank you on behalf of all of us. Not to detract from this appreciation, he spoke of the letter from the baseball community submitted to both Council and staff, which included recommended and requested lighting levels to be provided for the lighting system. This request has apparently fallen on deaf ears and hopes to include upgrades on this system at a future date, hopefully with a study session, at which time such an allowance can be spoken on.

Richard Orcutt – (WR) praising the previous speaker's statements for a sustainable baseball field for numerous reasons. New lights may seem just that, but don't always exactly mean improved. The level of lighting proposed by the athletes would allow for more usable features to a broader group of people that could use the facility. A small budget increase now, can help to attain the lighting upgrades that are being requested and hopes that a two week delay on the final vote can be had.

Council Discussion followed

Mayor Starker closed the public hearing.

**Motion** by Councilmember Dozeman to approve Resolution No. 56-2018, a resolution amending the Fiscal Year 2018 2E Bond Fund Budget to reflect the approval of a Supplemental Budget Appropriation in the amount of \$2,129,250 and to award a contract and subsequent payments to GH Phipps Construction Companies in the amount of \$5,069,979 and to approve a Contingency Amount of \$341,560 for the Anderson Park Renovation 2E Bond Project; seconded by Councilmember Hoppe;

**Motion** by Councilmember Urban to amend the main motion to allow for the exterior lighting to be upgraded in the future to allow 70/50 lighting, at a cost not to exceed \$45,000; seconded by Councilmember Mathews.

Discussion on the amended motion followed

**First Motion** to amend the main motion fails, 5 -2 with Councilmembers Dozeman, Davis, Pond, Fitzgerald and Hoppe voting no.

**Motion** by Councilmember Davis to amend the main motion that if the baseball advocates are able to raise the funds by December 1, 2018, and given to Ms. Manwaring, it would allow this project to go forward. With the updated lighting as requested and that there would not be any city dollars, seconded by Councilmember Dozeman.

Discussion on the amended motion followed

**Second Motion** to amend the main motion fails 4-3, with Councilmembers Dozeman, Pond, Fitzgerald and Hoppe voting no.

Main Motion carries, 7-0

3. Motion to award contract and subsequent payments to Barker Rinker Seacat Architecture in the amount of \$165,717 for Anderson Park Improvements Construction Administration Services

The scope of this contract award includes construction services for renovating the existing Anderson Building and Bathhouse as well as the existing Anderson Park per the adopted Anderson Park Master Plan.

The renovation of Anderson Park is one of the four projects approved by voters through the 2E Bond Issue, Investing 4 the Future, in November of 2016. The improvements associated with this project are intended to provide updated park and recreation facilities that function effectively for current users, address future design trends as well as provide increased maintenance efficiencies.

Councilmember Davis introduced Item 3.

There was no staff presentation or public comment.

#### Council Questions

Discussions were held on the budget fees.

Motion by Councilmember Davis to award contract and subsequent payments to Barker Rinker Seacat Architecture in the amount of \$165,717 for Anderson Park Improvements Construction Administration Services, seconded by Councilmember Hoppe; motion carried 7-0.

### **CITY MANAGER'S MATTERS**

Mr. Goff reminded everyone that the proposed 2019 budget is available and will be reviewed on Sept 17. The City will have a Tabor issue on the ballot this year and notice will be sent out to the electors that notice may include pro and con statements.

Groundbreaking for Anderson Park Projects, now being called Demo Day are slated to start September 19 at 10:30 and invites participation.

Lastly, the reported Tokyo Joe's grand opening has been postponed and moved to this Friday, September 14 at the 38<sup>th</sup> and Wadsworth Corners project.

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

### **ELECTED OFFICIALS' MATTERS**

Leah Dozeman announced that the Farmers 5000 is this Sunday. She along with Kristi Davis will be participating in it and welcomes everybody to attend.

George Pond wanted to thank for everyone that attended and helped to put on the recent Ridgefest celebration, including Localworks. It was a great day and very well attended.

Janeece Hoppe through the city treasurer, gave an update for tax revenues reports that shows on 44<sup>th</sup> avenue, from Pierce to Youngfield from 2011 until 2017 has had a 59% increase. On 38<sup>th</sup> avenue from Sheridan to Upham for those dates, it shows across all categories, an increase of 47%.

Tim Fitzgerald wanted to thank Risas Dental, located on Wadsworth just north of 38<sup>th</sup> avenue who gave free dental services on Labor Day to individuals who normally could not afford it.

Mayor Starker expressed his appreciation to the folks that helped to put on Ridgefest, Locals works, volunteers and including city staff. He thought that it was a great event and that it's nice to see things being so alive and happening in the community. Reminding also that Truck Tuesday is happening at 4:00 pm in Hayward Park.

### **ADJOURNMENT**

The meeting adjourned at 8:30 pm.





Robin Eaton, Deputy City Clerk

APPROVED BY CITY COUNCIL ON October 8, 2018

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Tim Fitzgerald, Mayor Pro tem

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

**STUDY SESSION NOTES**  
**CITY OF WHEAT RIDGE, COLORADO**  
**City Council Chambers 7500 W. 29<sup>th</sup> Avenue**  
**October 1, 2018**

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

Councilmembers present: Monica Duran, Janeece Hoppe, Tim Fitzgerald, Zachary Urban, George Pond and Larry Mathews.

Absent: Leah Dozeman, Kristi Davis, Janeece Hoppe

Also present: Deputy City Clerk, Robin Eaton; City Manager, Patrick Goff; City Attorney, Gerald Dahl; Chief of Police, Daniel Brennan; Parks and Recreation Director, Joyce Manwaring; guests and interested citizens.

**CITIZEN COMMENT ON AGENDA ITEMS**

Guy Nahmiach (WR) wants to make notice that the Parks and Recreation commission will be making recommendations on the revised ordinance. He hates to quote Avril Lavigne but why make it so complicated. There is no need to differentiate between 3.2 fermented beer and malt liquor, beer is beer. Everyone want laws and ordinances that are easy to understand, digest and read. We want them to walk to the neighborhood park, eat pizza and have a beer. Ordinances are supposed to be easily enforced by Officers, including not having to test the alcohol content of beer, even home-made beer.

**1. Prohibiting the Feeding of Wildlife Ordinance – Joyce Manwaring**

This ordinance amends Chapter 4, Chapter 16, and Chapter 17. The City Code of Laws does not currently define wildlife and waterfowl and food, or prohibit the feeding of wildlife except for specifically, foxes and coyotes.

Ms. Manwaring along with Natural Resource Manager Margaret Paget explained the issue.

Chief Brennan stated that the new ordinance, if approved, would bring us more in compliance with State Division of Wildlife and the U.S. Fish and Wildlife Service concerning the hazards of feeding wildlife.

Discussion and questions from Council followed:

- Hazards including more predators where animals are congregated
- Transmission of diseases
- High nutrient level of excrement creating water quality issues
- Park signage to include referencing the ordinance
- Private property to be included along with City property

Councilmember Pond received consensus 5-0 to move forward with the ordinance.

**2.** Ordinance Amending Chapter 17- Consumption of Fermented beverages in City Parks

The code of laws for the City of Wheat Ridge regarding permitting the consumption of Alcoholic Beverages in a park or recreation area currently follows the State definition and law, which refers to the percent of alcohol by weight, allowing not more than 3.2%.

Ms. Manwaring along with Mr. Dahl explained the issue as to how City codes will need to change to stay compliant with new State Liquor laws.

Discussion and questions from Council followed:

- Amend proposed ordinance to add the word beer, in addition to the fermented malt beverage. To indicate what simply is allowed.
- Is drinking in the park an enforcement problem currently with the WRPD
- Wine, Whiskey and Malt Liquors are allowed only under a special event permit
- Provisions on what type of control features are required to have alcohol in the parks

Councilmember Pond received consensus 5-0 to move forward with the ordinance.

**3.** Electrical Assisted Bicycles – Joyce Manwaring

Park Rules and Regulations do not allow motorized vehicles on City trails. Due to the increased popularity and use of electric bicycles, there is a demand by riders to allow this usage.

Ms. Manwaring introduced and spoke about the issue, including the current code.

Discussion and questions from Council followed:

- Only allowing Class I & II types of electrical bicycles
- Speed limits
- Signage or trail markings for the bikes

Mayor Starker received consensus 5-0 to move forward with the ordinance.

**4.** Staff Report(s)

Patrick Goff noted that through the Colorado Municipal League that we are encouraged to take a stand against Amendment 74 on this year's ballot. This constitutional amendment would require just compensation if private property has reduced fair market value by government laws or regulations. The CML believes that any municipal action or inaction could change fair market values and trigger many lawsuits against the City.

Discussion followed

October 1, 2018

Page 3

Consensus to move forward with a draft Resolution to oppose this amendment.

Lastly, there is a joint meeting with the school district at 12:00 PM on October 10 at Stevens Elementary.

**5.** Elected Officials' Report(s)

Larry Mathews would like to see that all city council tentative agenda schedules be posted conspicuously somewhere on the City website pages. Most recently noticed is the short timeframe where the Bulk plane will be heard by Council on October 15.

**ADJOURNMENT:** The Study Session adjourned at 7:48 p.m.

A handwritten signature in dark ink, appearing to read "Robin Eaton", is written over a horizontal line.

Robin Eaton, Deputy City Clerk

APPROVED BY CITY COUNCIL ON October 8, 2018

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Tim Fitzgerald, Mayor pro tem

**REQUEST FOR CITY COUNCIL ACTION****TITLE: MOTION TO APPOINT MICHAEL GRIFFETH TO THE  
BOARD OF ADJUSTMENT, DISTRICT IV VACANCY,  
TERM TO EXPIRE 3/02/21**

- ☐ PUBLIC HEARING  
☒ BIDS/MOTIONS  
☐ RESOLUTIONS

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

QUASI-JUDICIAL:

☐ YES☒ NO

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

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

**ISSUE:**

There currently is a vacancy on the Board of Adjustment in District IV. Michael Griffeth is currently serving on the Board of Adjustment as an Alternate and has applied for the District IV vacancy. Larry Mathews and Leah Dozeman support Michael Griffeth's appointment to this position term ending 3/2/21.

**FINANCIAL IMPACT:**

None

**BACKGROUND:**

There is a vacancy on this Board for District IV, term to expire 3/2/21. The City Clerk's Office received an application from Michael Griffeth who is seeking to fill this position.

**RECOMMENDATIONS:**

Council Members Mathews and Dozeman are recommending that Michael Griffeth be appointed to fill this vacancy.

**RECOMMENDED MOTION:**

“I move to appoint Michael Griffeth to the Board of Adjustment District IV position, term to expire March 2, 2021.”

or

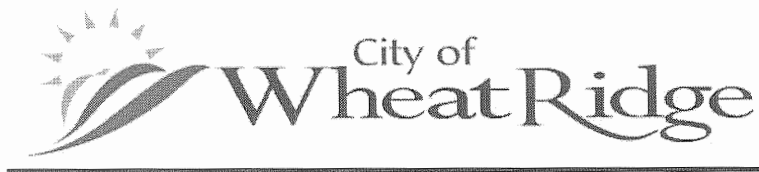
“I move to deny the appointment of Michael Griffeth to the Board of Adjustment District IV position, for the following reason(s)\_\_\_\_\_.

**REPORT PREPARED BY:**

Robin Eaton City Clerk

**ATTACHMENTS:**

1. Application



## Board & Commission Application

**PLEASE APPLY ONLY FOR ONE BOARD OR COMMISSION PER APPLICATION**

APPLICATION FOR APPOINTMENT TO THE:

Board of Adjustment

(BOARD/COMMISSION/COMMITTEE)

DATE: 08/29/2018 DISTRICT 4

HOW LONG HAVE YOU BEEN A RESIDENT OF WHEAT RIDGE: 10+ years

ARE YOU A REGISTERED VOTER? Yes

WHY ARE YOU SEEKING THIS APPOINTMENT? I'm currently an alternate on the BOA and was voted to become vice-chair but couldn't accept because I'm only an alternate.

DO YOU HAVE EXPERIENCE IN THIS AREA? Yes I've been an alternate BOA member for ±5 years.

HAVE YOU EVER SERVED, OR ARE YOU CURRENTLY ON A BOARD/COMMISSION/COMMITTEE AND IF SO, WHICH ONE? HOW LONG? ±5 years  
Yes - BOA alternate member since

ARE THERE ANY CONFLICTS WHICH WOULD INTERFERE WITH REGULAR ATTENDANCE OR DUTIES? No

⊗ I live in District 3

SIGNATURE

Michael Griffith

PLEASE PRINT OR TYPE NAME: Michael Griffith

ADDRESS: 8833 W. 32<sup>nd</sup> place ZIP: 80033

HOME PHONE: 303 237 4346

BUSINESS or CELL PHONE: —

E-MAIL ADDRESS: mikegriffeth@hotmail.com

**APPLICATION WILL BE KEPT ON FILE FOR ONE YEAR**

**REQUEST FOR CITY COUNCIL ACTION**

**TITLE: RESOLUTION 63-2018 – A RESOLUTION APPROVING A CONTRACT WITH THE COLORADO DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE OF TRAFFIC SIGNALS**

☐ PUBLIC HEARING  
☐ BIDS/MOTIONS  
☒ RESOLUTIONS

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

QUASI-JUDICIAL: ☐ YES ☒ NO

  
Public Works Director

  
City Manager

**ISSUE:**

The current agreement to maintain Colorado Department of Transportation (CDOT) traffic signals at I-70 and 32<sup>nd</sup> Avenue is expiring and the City desires to continue this maintenance. In addition, the agreement must also be modified to reflect changes to the signal locations per the recently approved I-70/32<sup>nd</sup> hook ramp and intersection modifications recently approved by CDOT as part of the Clear Creek Crossing project.

Three traffic signals at the I-70/32<sup>nd</sup> Avenue Interchange are owned by CDOT, and have been operated and maintained by the City per a previous agreement approved in 2013 that is now expiring. The City has been compensated by CDOT for this maintenance, and will continue to under terms of the new Agreement.

**PRIOR ACTION:**

The City Council approved an agreement on August 11, 2008 to maintain traffic signals at the I-70/32<sup>nd</sup> Avenue interchange. Upon expiration of this agreement in 2013, Council approved a subsequent agreement on October 14, 2013 to continue the City's maintenance of the signals.

**BACKGROUND:**

CDOT currently requires ownership of traffic signals that control vehicles entering and leaving



state freeways, including I-70. Because the traffic signals at the referenced location should be coordinated with City-owned traffic signals, CDOT has agreed to City operation and maintenance of the CDOT signals.

With the pending construction of the Clear Creek Crossing development and associated access changes, City and CDOT staffs discussed associated maintenance obligations. It was agreed that a continuation of the existing agreement reflecting the access modifications was in the best interest of all parties. The signals identified in the agreement are located at the new westbound on/off ramps at Clear Creek Drive, the east-bound off ramp intersection with Youngfield Street, and the eastbound on ramp intersection with Youngfield Street. The City will continue to maintain the existing westbound on/off ramp at 32<sup>nd</sup> Avenue until Clear Creek Drive and the new hook ramps are completed. Execution of a new agreement is now required as the current one is expiring.

The City Attorney has reviewed and approved the proposed contract with CDOT.

**FINANCIAL IMPACT:**

The City will receive \$10,080 per year to maintain three traffic signals at the I-70/32<sup>nd</sup> Avenue Interchange.

**RECOMMENDATIONS:**

Staff recommends continuing to maintain these traffic signals utilizing City staff. This will ensure that these signals will operate in a coordinated manner with the City's adjacent signals.

**RECOMMENDED MOTION:**

"I move to approve Resolution No. 63-2018, a resolution approving a contract with the Colorado Department of Transportation for maintenance of traffic signals."

Or,

"I move to postpone indefinitely Resolution No. 63-2018, a resolution approving a contract with the Colorado Department of Transportation for maintenance of traffic signals, for the following reason(s) \_\_\_\_\_."

**REPORT PREPARED BY:**

Scott Brink, Director of Public Works

Patrick Goff, City Manager

**ATTACHMENTS:**

1. Resolution 63-2018
2. City of Wheat Ridge/CDOT Contract/Agreement

**CITY OF WHEAT RIDGE, COLORADO**  
**Resolution No. 63**  
**Series 2018**

**TITLE: A RESOLUTION APPROVING A CONTRACT WITH THE COLORADO DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE OF TRAFFIC SIGNALS**

**WHEREAS**, The City Council wishes to cooperate with the Colorado Department of Transportation concerning maintenance of traffic signals in the City; and

**WHEREAS**, the City has negotiated a contract with the Colorado Department of Transportation for the City to maintain three traffic signals at the I-70/32<sup>nd</sup> Avenue Interchange.

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

**A RESOLUTION APPROVING A CONTRACT BETWEEN THE CITY AND THE COLORADO DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE OF THREE TRAFFIC SIGNALS AT THE I-70/32<sup>ND</sup> AVENUE INTERCHANGE IS HEREBY APPROVED AND THE MAYOR AND CITY CLERK ARE AUTHORIZED AND DIRECTED TO EXECUTE THE SAME.**

**DONE AND RESOLVED** by the City Council this 8<sup>th</sup> day of October, 2018.

By:

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

ATTEST:

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

(State \$Traffic Mtce)  
CITY OF WHEAT RIDGE

Rev 10/03  
Region: 1 (vjm)

### CONTRACT

**THIS AGREEMENT is entered into by and between the CITY OF WHEAT RIDGE (hereinafter called the “Local Agency”), and the STATE OF COLORADO acting by and through the Department of Transportation (hereinafter called the “State” or “CDOT”).**

#### **RECITALS:**

1. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for payment of project and Local Agency costs in Fund Number 400, Function: 2300, GL Account: 4511000010, and Cost Center: R1435-010. (Contract Encumbrance Amount: \$0.00).
2. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
3. Section 43-2-102 and 103, C.R.S., require the State to maintain State highways (including where such highways extend through a city or an incorporated town), and Section 43-2-135(1)(i), C.R.S., as amended, requires the State to install, operate, maintain and control, at State expense, all traffic control devices on the State highway system within cities and incorporated towns.
4. The parties desire to enter this contract for the Local Agency to provide some or all of the certain Highway maintenance services on State highways that are the responsibility of the State under applicable law, and for the State to pay the Local Agency a reasonable negotiated fixed rate for such services.
5. The parties also intend that the Local Agency shall remain responsible to perform any services and duties on State highways that are the responsibility of the Local Agency under applicable law, at its own cost.
6. The State and the Local Agency have the authority, as provided in Sections 29-1-203, 43-1-106, 43-2-103, 43-2-104, and 43-2-144, C.R.S., as amended, and if applicable, in an ordinance or resolution duly passed and adopted by the Local Agency, to enter into contract with the Local Agency for the purpose of maintenance of traffic control devices on the State highway system as hereinafter set forth.
7. The Local Agency has adequate facilities to perform the desired maintenance services on State highways within its jurisdiction.

#### **THE PARTIES NOW AGREE THAT:**

##### **Section 1. Scope of Work**

The Local Agency shall perform all maintenance services for the specified locations located within the Local Agency's jurisdiction and described in **Exhibit A**. Such services and highways are further detailed in Section 5.

##### **Section 2. Order of Precedence**

In the event of conflicts or inconsistencies between this contract and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. Special Provisions contained in section 22 of this contract
2. This contract
3. **Exhibit A** (Scope of Work)
4. **Exhibit C** (Option Letter)
5. **Exhibit D** (Encumbrance Letter).

##### **Section 3. Term**

This contract shall be effective upon the date signed/approved by the State Controller, or designee, or on July 1, 2019, whichever is later. The term of this contract shall be for **a term of FIVE (5) years**. Provided, however, that the State's financial obligation for each subsequent, consecutive fiscal year of that term after the first fiscal year shall be subject to and contingent upon funds for each subsequent year being appropriated, budgeted, and otherwise made available therefor.

##### **Section 4. Project Funding and Payment Provisions**

- A. The Local Agency has estimated the total cost of the work and is prepared to accept the State funding for the work, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this contract and

to complete the work under the project. A copy of any such ordinance or resolution is attached hereto and incorporated herein as **Exhibit B**.

- B. Subject to the terms of this contract, for the satisfactory performance of the maintenance services on the Highways, as described in Section 5, the State shall pay the Local Agency on a lump sum basis, payable in monthly installments, upon receipt of the Local Agency's Statements, as provided herein.
- C. The State shall pay the Local Agency for the satisfactory operation and maintenance of traffic control devices under this agreement at the rates described in **Exhibit A**.
- D. The Local Agency will provide maintenance services as described in **Exhibit A**, for a **total maximum amount of \$10,080.00 per State fiscal year, and a maximum contract total shall not exceed the cumulative five-year total of \$50,400.00**. The negotiated rate per location shall remain fixed for the full five-year term of the contract, unless this rate is renegotiated in accord with the procedure set forth herein in Section 17. The total payments to the Local Agency during the term of this contract shall not exceed that maximum amount, unless this contract is amended. The Local Agency will bill the State monthly and the State will pay such bills within 45 days.
- E. The Statements submitted by the Local Agency for which payment is requested shall contain an adequate description of the type(s) and the quantity(ies) of the maintenance services performed, the date(s) of that performance, and on which specific sections of the highways such services were performed, in accord with standard Local Agency billing standards.
- F. If the Local Agency fails to satisfactorily perform the maintenance services or if the Statement submitted by the Local Agency does not adequately document the payment requested, after notice thereof from the State, the State may deduct and retain a proportionate amount from the monthly payment, based on the above rate, for that segment or portion.

#### **Section 5: State & Local Agency Commitments:**

- A. The Local Agency shall perform the maintenance services for the certain State highway system locations described herein. Such services and locations are detailed in **Exhibit A**.
- B. The Local Agency shall operate and maintain the specific traffic control devices, and at the particular locations, all as listed on **Exhibit A**, in a manner that is consistent with current public safety standards on State highways within its jurisdictional limits, and in conformance with applicable portions of the "Manual on Uniform Traffic Control Devices" and the "Colorado Supplement" thereto, which are referred to collectively as the "Manual" and which are incorporated herein by reference as terms and conditions of this agreement. The Local Agency shall provide all personnel, equipment, and other services necessary to satisfactorily perform such operation and maintenance.
- C. The Parties shall have the option to add or delete, at any time during the term of this agreement and subject to §17 of this agreement, one or more specific traffic control devices to the list shown in **Exhibit A** and therefore amend the maintenance services to be performed by the Local Agency under this agreement. The State may amend **Exhibit A** by written notice to the Local Agency using an Option Letter substantially equivalent to **Exhibit C**.
- D. The Local Agency may propose, in writing, other potential specific traffic control devices to be operated and maintained by the Local Agency during the term of this agreement, based on the same rates that had been initially agreed to by the Local Agency in **Exhibit A**. If the State determines in writing that operation and maintenance of those other devices by the Local Agency is appropriate, and is desirable to the State, and if the State agrees to add such devices to this agreement, then the State shall, by written Option Letter issued to the Local Agency in a form substantially equivalent to **Exhibit C**, add such devices to this contract.
- E. The Local Agency shall perform all maintenance services on an annual basis. The Local Agency's performance of such services shall comply with the same standards that are currently used by the State for the State's performance of such services, for similar type highways with similar use, in that year, as determined by the State. The State's Regional Transportation Director, or his representative, shall determine the then current applicable maintenance standards for the maintenance services. Any standards/directions provided by the State's representative to the Local Agency concerning the maintenance services shall be in writing. The Local Agency shall contact the State Region office and obtain those standards before the Local Agency performs such services.

#### **Section 6. Record Keeping**

The Local Agency shall maintain a complete file of all records, documents, communications, and other written materials that pertain to the costs incurred under this contract. The Local Agency shall maintain such records for a period of three (3) years after the date of termination of this contract or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. The Local Agency shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of the State and, if applicable, FHWA to inspect the project and to inspect, review and audit the project

records.

## Section 7. Termination Provisions

This contract may be terminated as follows:

- A. This contract may be terminated by either party, but only at the end of the State fiscal year (June 30), and only upon written notice thereof sent by registered, prepaid mail and received by the non-terminating party, not later than 30 calendar days before the end of that fiscal year. In that event, the State shall be responsible to pay the Local Agency only for that portion of the highway maintenance services actually and satisfactorily performed up to the effective date of that termination, and the Local Agency shall be responsible to provide such services up to that date, and the parties shall have no other obligations or liabilities resulting from that termination.

Notwithstanding subparagraph A above, this contract may also be terminated as follows:

- B. Termination for Convenience. The State may terminate this contract at any time the State determines that the purposes of the distribution of moneys under the contract would no longer be served by completion of the project. The State shall effect such termination by giving written notice of termination to the Local Agency and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.
- C. Termination for Cause. If, through any cause, the Local Agency shall fail to fulfill, in a timely and proper manner, its obligations under this contract, or if the Local Agency shall violate any of the covenants, agreements, or stipulations of this contract, the State shall thereupon have the right to terminate this contract for cause by giving written notice to the Local Agency of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Local Agency under this contract shall, at the option of the State, become its property, and the Local Agency shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The Local Agency shall be obligated to return any payments advanced under the provisions of this contract.

Notwithstanding the above, the Local Agency shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the contract by the Local Agency, and the State may withhold payment to the Local Agency for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the Local Agency is determined.

If after such termination it is determined, for any reason, that the Local Agency was not in default or that the Local Agency's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the contract had been terminated for convenience, as described herein.

- D. Termination Due to Loss of Funding. The parties hereto expressly recognize that the Local Agency is to be paid, reimbursed, or otherwise compensated with federal and/or State funds which are available to the State for the purposes of contracting for the project provided for herein, and therefore, the Local Agency expressly understands and agrees that all its rights, demands and claims to compensation arising under this contract are contingent upon availability of such funds to the State. In the event that such funds or any part thereof are not available to the State, the State may immediately terminate or amend this contract.

## Section 8. Legal Authority

The Local Agency warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the Local Agency to its terms. The person(s) executing this contract on behalf of the Local Agency warrants that such person(s) has full authorization to execute this contract.

## Section 9. Representatives and Notice

The State will provide liaison with the Local Agency through the State's Region Director, Region 1, 2829 West Howard Place. Said Region Director will also be responsible for coordinating the State's activities under this contract and will also issue a "Notice to Proceed" to the Local Agency for commencement of the work. All communications relating to the day-to-day activities for the work shall be exchanged between representatives of the State's Transportation Region 1 and the Local Agency. All communication, notices, and correspondence shall be addressed to the individuals identified below. Either party may from time to time designate in writing new or substitute representatives.

**If to State**  
CDOT Region: 1

**If to the Local Agency**  
City of Wheat Ridge

Benjamin Kiene, P.E.  
Project Manager  
18500 East Colfax Avenue  
Aurora, CO 80011  
(303) 365-7307  
benjamin.kiene@state.cu.us

Scott Brink  
Director of Public Works  
7500 West 29th Avenue  
Wheat Ridge, CO 80033  
(303) 235-2860  
sbrink@ci.wheatridge.co.us

#### **Section 10. Successors**

Except as herein otherwise provided, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

#### **Section 11. Third Party Beneficiaries**

It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Local Agency. Nothing contained in this contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Local Agency that any such person or entity, other than the State or the Local Agency receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

#### **Section 12. Governmental Immunity**

Notwithstanding any other provision of this contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended and the risk management statutes, §§ 24-30-1501, et seq., C.R.S., as now or hereafter amended.

#### **Section 13. Severability**

To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

#### **Section 14. Waiver**

The waiver of any breach of a term, provision, or requirement of this contract shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

#### **Section 15. Entire Understanding**

This contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed by the parties and approved pursuant to the State Fiscal Rules.

#### **Section 16. Survival of contract Terms**

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this contract and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Local Agency.

#### **Section 17. Modification and Amendment**

This contract is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of

this contract shall be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved in accordance with applicable law.

**A. Amendment**

Either party may suggest renegotiation of the terms of this contract, provided that the contract shall not be subject to renegotiation more often than annually, and that neither party shall be required to renegotiate. If the parties agree to change the provisions of this contract, the renegotiated terms shall not be effective until this contract is amended/modified accordingly in writing. Provided, however, that the rates will be modified in accordance with applicable cost accounting principles and standards (including sections 24-107-101, et seq., C.R.S. and implementing regulations), and be based on an increase/decrease in the "allowable costs" of performing the Work. Any such proposed renegotiation shall not be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved by the State Controller or delegee. Any such rate change will go into effect on the first day of the first month following the amendment execution date.

**B. Option Letter**

- a. The State may increase/decrease the quantity of goods/services described in **Exhibit A** at the same unit prices (rates) originally established in the contract. The State may exercise the option by written notice to the Local Agency in a form substantially equivalent to **Exhibit C**.
- b. As a result of increasing/decreasing the locations, the State may also unilaterally increase/decrease the maximum amount payable under this contract based upon the unit prices (rates) originally established in the contract and the schedule of services required, as set by the terms of this contract. The State may exercise the option by providing a fully executed option to the Local Agency, in a form substantially equivalent to **Exhibit C**, immediately upon signature of the State Controller or an authorized delegate. The Option Letter shall not be deemed valid until signed by the State Controller or an authorized delegate. Any such rate change will go into effect on the first day of the first month following the option letter execution date.

**C. State Encumbrance Letter**

The State may encumber the funds up to the maximum amount allowed during a given fiscal year by unilateral execution of an encumbrance letter in a form substantially equivalent to **Exhibit D**. The State shall provide a fully executed encumbrance letter to the Local Agency after execution. Delivery/performance of the goods/services shall continue at the same rate and under the same terms as established in the contract.

**Section 18. Disputes**

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract, which is not disposed of by agreement, will be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, the Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of the Department of Transportation. In connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with the performance of the contract in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

**Section 19. Does not supersede other agreements**

This contract is not intended to supersede or affect in any way any other agreement (if any) that is currently in effect between the State and the Local Agency for other "maintenance services" on State Highway rights-of-way within the jurisdiction of the Local Agency. Also, the Local Agency shall also continue to perform, at its own expense, all such activities/duties (if any) on such State Highway rights-of-ways that the Local Agency is required by applicable law to perform.

**Section 20. SubLocal Agencies**

The Local Agency may subcontract for any part of the performance required under this contract, subject to the Local Agency first obtaining approval from the State for any particular subLocal Agency. The State understands that the Local Agency may intend to perform some or all of the services required under this contract through a subLocal Agency. The Local Agency agrees not to assign rights or delegate duties under this contract [or subcontract any part of the performance required under the contract] without the express, written consent of the State, which shall not be

unreasonably withheld. Except as herein otherwise provided, this agreement shall inure to the benefit of and be binding only upon the parties hereto and their respective successors and assigns.

## **Section 21. Statewide Contract Management System**

If the maximum amount payable to Local Agency under this contract is \$100,000 or greater, either on the Effective Date or at any time thereafter, this **§ 21. Statewide Contract Management System** applies.

Local Agency agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of Local Agency performance on state contracts and inclusion of contract performance information in a Statewide contract management system.

Local Agency's performance shall be subject to evaluation and review in accordance with the terms and conditions of this contract, State law, including CRS §24-103.5-101, and State fiscal rules, policies and guidance. Evaluation and review of the Local Agency's performance shall be part of the normal contract administration process and Local Agency's performance will be systematically recorded in the statewide contract management system. Areas of evaluation and review shall include, but shall not be limited to, quality, cost and timeliness. Collection of information relevant to the performance of Local Agency's obligations under this contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Local Agency's obligations. Such performance information shall be entered into the Statewide contract management system at intervals established herein and a final evaluation, review and rating shall be rendered within 30 days of the end of the contract term. Local Agency shall be notified following each performance evaluation and review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance evaluation and review determine that Local Agency demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Department of Transportation, and showing of good cause, may debar Local Agency and prohibit Local Agency from bidding on future contracts. Local Agency may contest the final evaluation, review and rating by: **(a)** filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or **(b)** under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Local Agency, by the Executive Director, upon showing of good cause.

## **Section 22. Special Provisions**

**These Special Provisions apply to all contracts except where noted in *italics*.**

- A. CONTROLLER'S APPROVAL.** **CRS §24-30-202(1).** This contract shall not be valid until it has been approved by the Colorado State Controller or designee.
- B. FUND AVAILABILITY.** **CRS §24-30-202(5.5).** Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
- C. GOVERNMENTAL IMMUNITY.** No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.
- D. INDEPENDENT LOCAL AGENCY.** The Local Agency shall perform its duties hereunder as an independent the Local Agency and not as an employee. Neither the Local Agency nor any agent or employee of the Local Agency shall be deemed to be an agent or employee of the State. the Local Agency and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for the Local Agency or any of its agents or employees. Unemployment insurance benefits will be available to the Local Agency and its employees and agents only if such coverage is made available by the Local Agency or a third party. the Local Agency shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. the Local Agency shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. the Local Agency shall **(a)** provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, **(b)** provide proof thereof when requested by the State, and **(c)** be solely responsible for its acts and those of its employees and agents.



- E. COMPLIANCE WITH LAW.** The Local Agency shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
- F. CHOICE OF LAW.** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.
- G. BINDING ARBITRATION PROHIBITED.** The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.
- H. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.** State or other public funds payable under this contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. the Local Agency hereby certifies and warrants that, during the term of this contract and any extensions, the Local Agency has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that the Local Agency is in violation of this provision, the State may exercise any remedy available at law or in equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.
- I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507.** The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. The Local Agency has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the Local Agency's services and the Local Agency shall not employ any person having such known interests.
- J. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4. [Not Applicable to intergovernmental agreements]** Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(a)** unpaid child support debts or child support arrearages; **(b)** unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; **(c)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(d)** amounts required to be paid to the Unemployment Compensation Fund; and **(e)** other unpaid debts owing to the State as a result of final agency determination or judicial action.
- K. PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101. [Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]** The Local Agency certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), the Local Agency shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subthe Local Agency that fails to certify to the Local Agency that the subthe Local Agency shall not knowingly employ or contract with an illegal alien to perform work under this contract, the Local Agency **(a)** shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, **(b)** shall notify the subthe Local Agency and the contracting State agency within three days if the Local Agency has actual knowledge that a subthe Local Agency is employing or contracting with an illegal alien for work under this contract, **(c)** shall terminate the subcontract if a subthe Local Agency does not stop employing or contracting with the illegal alien within three days of receiving the notice, and **(d)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If the Local Agency participates in the Department program, the Local Agency shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that the Local Agency has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If the Local Agency fails to comply with any requirement of this provision or CRS

*§8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, the Local Agency shall be liable for damages.*

- L. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101.** the Local Agency, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she **(a)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(b)** shall comply with the provisions of CRS §24-76.5-101 et seq., and **(c)** has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract.

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**Revised 1-1-09**

**Section 23. SIGNATURE PAGE**

**THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT**

\* Persons signing for the Local Agency hereby swear and affirm that they are authorized to act on the Local Agency's behalf and acknowledge that the State is relying on their representations to that effect.

<p><b>THE LOCAL AGENCY CITY OF WHEAT RIDGE</b></p> <p>Name: _____ (print name)</p> <p>Title: _____ (print title)</p> <p>_____ *Signature</p> <p>Date: _____</p>	<p><b>STATE OF COLORADO John W. Hickenlooper Department of Transportation</b></p> <p>By _____ Joshua Laipply, P.E., Chief Engineer (For) Michael P. Lewis, Executive Director</p> <p>Date: _____</p>
<p><b>2nd Local Agency Signature if needed</b></p> <p>Name: _____ (print name)</p> <p>Title: _____ (print title)</p> <p>_____ *Signature</p> <p>Date: _____</p>	<p><b>STATE OF COLORADO LEGAL REVIEW Cynthia H. Coffman, Attorney General</b></p> <p>By _____ Signature – Assistant Attorney General</p> <p>Date: _____</p>

**ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

CRS §24-30-202 requires the State Controller to approve all State agreements. This agreement is not valid until signed and dated below by the State Controller or delegate. The Local Agency is not authorized to begin performance until such time. If the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.

<p><b>STATE OF COLORADO STATE CONTROLLER Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____ Colorado Department of Transportation</p> <p>Date: _____</p>
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## **SCOPE OF WORK**

### **Traffic Maintenance**

#### **List of Traffic Control Locations:**

1. I-70 at Clear Creek Drive, (Westbound on/off ramps)
2. I-70 at Youngfield Street (Eastbound off-ramp)
3. I-70 at Youngfield Street (Eastbound on-ramp)

Number of signals – 3 signals.

#### **Scope of Work:**

- The City shall maintain the traffic signals and associated pavement markings within the footprint of the intersection, including stop bars and crosswalks, at the intersection locations listed above.
- Any reconstruction, modification, or improvement initiated by the City or performed as a result of a City project shall be included in the maintenance provided by the City.
- Any reconstruction, modification, or improvement initiated by the State or performed as a result of a State project shall be paid for separately by the State.
- The City shall perform inspections of each location, in all directions, and submit documentation to CDOT annually by October 10 for each year of this contract. Inspection shall include, but not be limited to:
  - Each signal lens operating and visible
  - Signal timing is operating as programmed
  - Controller and cabinet are clean and in good repair
  - Communication to signal is connected and operating
  - Vehicle detection is operating properly
  - All luminaires attached to signal structure are operating
  - Visual inspection of signal caissons, bolts, bolt tightening, steel, welds, and attachment hardware
  - Backup power testing
  - Signal conflict monitor testing.
- Any defects in the items listed above found at these intersections shall be remedied within 24 hours. Defects and remediation shall be documented and kept on file at the City and copied to CDOT. Any defects not remedied will incur a price reduction in the following month's compensation in the amount of \$280.00 per intersection.
- Remediation of structural defects requiring foundation, pole, or mast-arm replacement of CDOT-standard structures shall be the responsibility of CDOT. Replacement of non-CDOT-standard foundations, poles, or mast-arms installed after July 1, 2018 shall be the responsibility of the City.

**Rate/Cost Schedule:**

**\$280.00 Rate per signal per month**

**X 3 Signals**

**\$840.00 Total monthly cost to maintain signals**

**\$840.00 Total monthly payment to local agency**

**X 12 Months**

**\$10,080 Total Annual Not to Exceed Amount**

**\$10,080 Total Annual Not to Exceed Amount**

**X 5 years of the contract**

**\$50,400 Total Contract Not to Exceed Amount**

**EXHIBIT B – LOCAL AGENCY RESOLUTION**

LOCAL AGENCY  
ORDINANCE  
or  
RESOLUTION

## EXHIBIT C – OPTION LETTER

### SAMPLE OPTION LETTER

Date: \_\_\_\_\_ State Fiscal Year: \_\_\_\_\_ Option Letter No. \_\_\_\_\_

SUBJECT: [Amount of goods/Level of service change]

In accordance with Paragraph(s) \_\_\_\_\_ of contract routing number \_\_\_\_\_, [original Routing #], between the State of Colorado Department of Transportation and [Local Agency name] covering the period of [July 1, 20\_\_ through June 30, 20\_\_], the state hereby exercises the option for an additional one year's performance period at the cost/price specified in [Section, Paragraph or Exhibit], and a/an [increase/decrease] in the amount of goods/services at the same rate(s) as specified in [Section, Paragraph or Exhibit].

The amount of funds available and encumbered in this contract is [increased/decreased] by [\$ amount of change] to a new total funds available of [\$ \_\_\_\_\_] to satisfy services/goods ordered under the contract for the current fiscal year, [FY \_\_\_\_]. The first sentence in Paragraph \_\_\_\_\_ is hereby modified accordingly. The total contract value to include all previous amendments, option letters, encumbrance letters, etc... is [\$ \_\_\_\_\_].

#### APPROVALS:

State of Colorado:  
John W. Hickenlooper, Governor

By: \_\_\_\_\_ Date: \_\_\_\_\_  
[for Executive Director, Colorado Department of Transportation]

#### **ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

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

Department of Transportation

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

## EXHIBIT D – ENCUMBRANCE LETTER

### SAMPLE ENCUMBRANCE LETTER

<b>Date:</b>	<b>State Fiscal Year:</b>	<b>Encumbrance Letter No.</b>	<b>Routing #</b>
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1) **Encumber fiscal year funding in the contract.**

2) **PROVISIONS:** In accordance with Section(s) \_\_\_\_\_ of the original Contract routing number \_\_\_\_\_ between the State of Colorado, Department of Transportation, and [*Contractor's Name*], covering the term [*Insert Orig start date*] through [*Insert Current ending date*], the State hereby encumbers funds for the goods/services specified in the contract for fiscal year \_\_\_\_\_.

The amount of the current Fiscal Year encumbrance is [*\$ amount of change*] bringing the total actual encumbrance for the contract to [*Insert New \$ Amt*] as consideration for services/goods ordered under the contract for the current fiscal year \_\_\_\_\_.

Requisition #	CDOT Document #	Doc Line #	WBS or Fund Center #	Change Amount

The total contract actual encumbered value including all previous amendments, option letters, encumbrance letters, etc. is [*Insert New \$ Amt*].

3) **EFFECTIVE DATE.** The effective date of this Encumbrance Letter is upon approval of the State Controller or July 1, 20 \_\_\_\_\_, whichever is later.

<p style="text-align: center;"><b>STATE OF COLORADO</b> <b>John W. Hickenlooper, GOVERNOR</b> Department of Transportation</p> <p>By: _____ (For) Executive Director</p> <p>Date: _____</p>
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<p style="text-align: center;"><b><u>ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER</u></b></p> <p>CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.</p>
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<p style="text-align: center;"><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____ Department of Transportation</p> <p>Date: _____</p>
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**REQUEST FOR CITY COUNCIL ACTION****TITLE: RESOLUTION NO. 66-2018 - A RESOLUTION ADOPTING THE CITY BUDGET AND APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS AND SPENDING AGENCIES FOR THE CITY OF WHEAT RIDGE, COLORADO FOR THE 2019 BUDGET YEAR**

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> ORDINANCES FOR 1 <sup>ST</sup> READING |
| <input type="checkbox"/> BIDS/MOTIONS              | <input type="checkbox"/> ORDINANCES FOR 2 <sup>ND</sup> READING |
| <input checked="" type="checkbox"/> RESOLUTIONS    |   |

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

Sections 10.7 and 10.9 of the Wheat Ridge City Charter require that a public hearing on the proposed budget be conducted before its final adoption and that the budget be adopted by resolution on or before the final day (December 15, 2018) established by state statute for the certification of the next year's tax levy to the county.

The proposed 2019 budget includes the following:

- A General Fund budget in the amount of \$35,592,686
- An unrestricted fund balance of \$6,854,963 or 19.3% of expenditures
- A General Fund transfer of \$3,000,000 to the Capital Improvement Program (CIP), \$900,000 to the Open Space Fund and \$100,000 to the Equipment Replacement Fund
- A 1.2% increase in the General Fund budget compared to the adjusted 2018 Budget
- Proposed CIP Fund in the amount of \$10,512,000
- Proposed 2E Fund in the total amount of \$22,385,758, including \$3,498,300 for debt service
- Special Revenue Funds in the amount of \$7,190,839
- Proposed budget (all funds) in the amount of \$75,681,283

**PRIOR ACTION:**

- *June 18, 2018* – the Outside Agency Program Review Committee presented their recommendations to City Council
- *July 9, 2018* – first public meeting to provide opportunity for citizens to comment on the budget
- *August 13, 2018* – second public meeting to provide opportunity for citizens to comment on the budget
- *September 7, 2018* – proposed 2019 budget books were distributed to City Council and made available in the City Clerk’s Office for public review
- *September 10, 2018* – proposed 2019 budget made available online for the public to review
- *September 17, 2018* – proposed 2019 budget presented to City Council

**FINANCIAL IMPACT:**

A total budget of \$75,681,283 (all funds) is proposed.

**BACKGROUND:**

At the September 17, 2018 Study Session, City Council provided staff with consensus to bring the proposed budget forward to public hearing and adoption with the following changes:

1. Include an appropriation in the amount of \$25,500 for the Wheat Ridge Environmental Sustainability Committee
2. Increase the contribution to the Carnation Festival by \$20,000 for a total of \$100,000
3. Increase the contribution to the Wheat Ridge Business District by \$45,000 for the Façade Plus Grant Program for a total of \$90,000
4. Decrease the contribution to Localworks by \$60,000

**OVERALL SUMMARY**

The total 2019 Proposed Budget including the General Fund, the CIP Fund, 8 special revenue funds and the 2E Investing 4 the Future Fund is \$75,681,283. The Budget is based on projected revenues of \$54,002,142. The beginning fund balance for 2019 is projected at \$43,027,787, which brings the total available funds to \$97,029,929. This will provide for a projected ending fund balance of \$21,348,646.

General Fund	\$35,592,686
Capital Improvement Program (CIP) Fund	\$10,512,000
Special Revenue Funds	\$7,190,839
2E Investing 4 the Future Fund	\$22,385,758
Total	\$75,681,283

**General Fund**

General Fund revenue is projected at \$35,562,186, which is a 1.5% increase compared to 2018 year-end estimated revenues and a 3.8% increase compared to what was originally budgeted in

2018. In addition, the beginning fund balance for 2019 is projected at \$13,286,933, which brings the total available funds for the General Fund to \$48,849,119.

General Fund expenditures total \$35,592,686, excluding transfers. General Fund expenditures represent a 1.2% increase compared to the adjusted 2018 Budget. The ending fund balance for the General Fund is projected at \$9,256,433, of which \$6,854,963 (19.3% of operating expenditures) is considered unrestricted. The City's financial policies require that the City maintain a minimum unrestricted fund balance of at least two months or approximately 17% of its General Fund operating expenditures, as recommended by the Government Finance Officers Association.

### **Capital Improvement Program (CIP) Fund**

CIP Fund revenue is projected at \$10,528,000 (\$3,000,000 transferred from the General Fund) which is a 76% increase compared to the 2018 estimated revenue. In addition, the beginning fund balance for 2019 is projected at \$10,792, which brings the total available funds for the CIP Fund to \$10,538,792.

CIP expenditures total \$10,512,000, which is a 36% increase, compared to the adjusted 2018 Budget. This will provide for a projected ending fund balance of \$26,792.

The Proposed 2019 CIP budget includes the following projects:

- \$6.797 million for completion of Wadsworth right-of-way and final design
- \$1.9 million for street preventative maintenance, primarily on Parfet and Teller Streets
- \$395,000 for 44<sup>th</sup> Avenue bridge maintenance
- \$343,500 for municipal facility security upgrades
- \$300,000 for 26<sup>th</sup> and Fenton drainage project
- \$136,500 for completion of the environmental assessment for the Clear Creek Crossing project
- \$100,000 for Public Works and Parks operations facility master planning
- \$100,000 for pavement striping maintenance
- \$100,000 for sidewalk, bicycle and pedestrian enhancements adjacent to private development
- \$90,000 for Bike and Pedestrian Plan improvements
- \$60,000 for traffic signal improvements
- \$50,000 for citywide ADA infrastructure improvements
- \$35,000 for aerial photography and GIS updates
- \$35,000 for Neighborhood Traffic Management Program
- \$25,000 for Clear Creek Master Plan update
- \$25,000 for gateway signage program
- \$10,000 for updates and corrections of City right-of-way and easement mapping
- \$10,000 for neighborhood street light program

### **Special Revenue Fund – Open Space**

Open Space revenue is projected at \$2,340,247 which is a 26% decrease compared to the 2018 estimated revenue. The large decrease is primarily due to a projected parkland sale in 2018 and more grants and developer fees in 2018. The beginning fund balance for 2019 is projected at \$1,731,580, which brings the total available funds for the Open Space Fund to \$4,071,827.

Open Space projects for 2019 include:

- Renovation of Prospect Park – Phase 2
- Reconstruction of Anderson Park
- Construction of “The Green” community plaza
- Open space and park maintenance projects

Funding is also appropriated for seven Parks maintenance workers and the Forestry and Open Space Supervisor. Open Space expenditures total \$3,518,980, which is a 22% decrease compared to the adjusted 2018 Budget. This will provide for a projected ending fund balance of \$552,847, of which \$127,362 is restricted to park improvements at the Wheat Ridge Ward station area.

The future five-year Open Space Budget proposes the continuation of miscellaneous open space improvements, parks maintenance projects, trail replacement and repair, Prospect Park improvements, improvements to a new Public Works and Parks operations facility, and funding for Parks employees.

### **Special Revenue Fund – Conservation Trust**

Conservation Trust revenue is projected at \$324,000, which is a 2.7% decrease compared to the 2018 estimated revenue. In addition, the beginning fund balance for 2019 is projected at \$46,726, which brings the total available funds for the Conservation Trust Fund to \$370,726.

Conservation Trust projects for 2019 include:

- Renovation of Anderson Building
- Recreation Center maintenance projects
- New playground at the Recreation Center
- Resurface of tennis and basketball courts

Conservation Trust expenditures total \$303,700, which is a 70% decrease compared to the adjusted 2018 Budget. This will provide for a projected ending fund balance of \$67,026.

The future Five-Year Conservation Trust Budget proposes to provide funds for Recreation Center maintenance needs, parks maintenance projects, resurfacing of tennis/basketball courts, playground replacement, and facility improvements to the Parks Maintenance Shops.

### **Special Revenue Fund – Recreation Center**

Recreation Center Operations revenue for 2019 is projected at \$2,223,392, which is an increase of 1.9%, compared to the 2018 estimated revenue. In addition, the beginning fund balance for

2019 is projected at \$278,165, which brings the total available funds for the Recreation Center Operations Fund to \$2,501,557.

Recreation Center expenditures total \$2,489,411, which is a 1.8% decrease compared to the adjusted 2018 Budget. This will provide for a projected ending fund balance of \$12,146.

### **Special Revenue Funds – Other**

Several other Special Revenue Funds are also included in this Budget to track revenues and expenditures that are designated by law to be used for specific purposes or are used to simplify the budgeting process. Those funds include Public Art, Police Investigation, Municipal Court, Equipment Replacement, and Crime Prevention/Code Enforcement. Detailed revenue and expenditure information for these funds can be found in the Special Revenue Funds and the Line Item Accounts sections of the Budget.

### **2E Investing 4 the Future Fund**

The 2E Investing 4 the Future Fund was created in 2017 as a special fund to account for the 2E bond and debt activity. 2019 revenues from the 0.5% sales and use tax, interest and reimbursements are projected at \$6,223,292. In addition, the beginning fund balance for 2019 is projected at \$26,780,258, which brings the total available funds for the 2E Fund to \$33,003,550. 2E Fund expenditures total \$22,385,758, of which \$18,887,458 is for 2E project expenditures and \$3,498,300 is for debt service on the 2E bonds. This will provide for a projected ending fund balance of \$10,617,792.

2E Investing 4 the Future projects for 2019 include:

- Final construction of the hook ramps on I-70 for the Clear Creek Crossing development
- Reconstruction of streets adjacent to the Wheat Ridge Ward Station including Ridge Road, 52<sup>nd</sup> Avenue, Tabor Street and linear park and pedestrian bridge
- Acquisition of right-of-way required for the reconstruction of Wadsworth Boulevard
- Final renovation of Anderson Park, Anderson Building and outdoor pool bathhouse

## **SHORT-TERM FISCAL CHALLENGES/OPPORTUNITIES**

### **Sales Tax and General Fund Revenue**

Sales tax, the City's largest revenue source, for 2019 is projected to increase by 5.4% compared to 2018 estimated revenue. Approximately one-third of this increase is attributed to the Wheat Ridge Corners development. Overall, total General Fund revenue for 2019 is projected to increase by 1.5% compared to 2018 year-end estimated revenue and increase by 3.8% compared to what was originally budgeted in the 2018 budget.

### **Redevelopment Projects**

Walmart closed its doors in Wheat Ridge on July 7, 2017, which continues to impact total City revenues due to the associated loss in sales tax revenue. Regency Centers, the owner of the Applewood Shopping Center where Walmart was located, is in active negotiations with four national retail tenants to backfill the Walmart space. The exact date when those tenants will open for business is unknown, but it is anticipated to be in the 4<sup>th</sup> quarter of 2019. Because of this

uncertainty, sales tax revenue from these tenants has not been factored into the 2019 Budget. These four tenants are projected to generate between \$800,000 and \$900,000 in sales tax revenue annually.

The Corners at Wheat Ridge is currently under construction and the anchor tenant, Lucky's Market, opened on August 6, 2018 and several other retail tenants are scheduled to open before the end of 2018. The 2018 Budget includes three months of revenue from this project in the amount of \$215,500. When the project is fully built out, an additional 75,000 sq. ft. of commercial retail space will be added to the City. The project is projected to generate approximately \$650,000 in sales tax revenue annually.

The Clear Creek Crossing project entitlements and public finance agreement were finalized and approved in 2018. The developer is finalizing the leasing plan for potential tenants to include retail, residential, a medical campus, hospitality and entertainment. The retail component of the project will likely open in 2020; therefore, no new sales tax revenue from this project is included in the 2019 budget. The Longs Peak Metropolitan District (LPMD) will reimburse the City \$507,038 for the environmental assessment expense the City incurred over the last several years for the I-70 hook ramp project. The reimbursement will occur when the LPMD issues bonds for the Clear Creek Crossing project, likely in 2019. This reimbursement revenue has not been factored into the 2019 budget. Once the project is fully built out, sales tax, lodging, admissions and use tax revenue is projected to total \$1.8 million annually.

Several other commercial redevelopment projects across the City are projected to increase sales tax revenue starting sometime in 2019. Approximately 22,500 sq. ft. of additional restaurant and fast casual food options will be constructed across the City including Hacienda Colorado and a fast casual restaurant at the Applewood Shopping Center, a fast casual restaurant at the Kipling Ridge project and other neighborhood commercial retail options at the West End 38 project. In total, all projects are projected to generate approximately \$300,000 in sales tax revenue annually.

### **WHEAT RIDGE 2035 VISION TOPICS AND SMART GOALS**

The Mayor, City Council and staff work together periodically to develop and update a strategic plan that includes a vision, goals and priorities. City Council met in the spring of 2017 and developed an updated Vision 2035 to include Vision Topics and Smart Goals. Staff used the most current vision topics and strategic priorities to guide the development and prioritize projects for the 2019 Budget.

#### **Vision Topics:**

1. Wheat Ridge is an attractive and inviting City
2. Wheat Ridge is a community for families
3. Wheat Ridge has great neighborhoods
4. Wheat Ridge has a choice of economically viable commercial areas
5. Wheat Ridge has diverse transportation
6. Wheat Ridge is committed to environmental stewardship
7. Wheat Ridge residents enjoy an active, healthy lifestyle

8. Wheat Ridge residents are proud of their hometown

**2018/2019 Strategic Priorities:**

1. Update the Neighborhood Revitalization Strategy
2. Develop an I-70/Kipling Corridor Strategy to address crime, aesthetics, and redevelopment opportunities
3. Finalize design of 38<sup>th</sup> Avenue streetscape
4. Work with the Colorado Department of Transportation to prioritize I-70/Kipling improvements
5. Set a policy on “shared housing” (e.g. Airbnb, VRBO)

Council’s Smart Goals are outlined in the Vision and Goals section of this document. The proposed 2019 Budget includes several priority expenditures that play an important role in helping the City achieve the strategic vision.

**Strategic Priorities:**

- Urban renewal funding for Renewal Wheat Ridge (RWR) projects \$300,000
- Tax Increment Financing (TIF) – Kipling Ridge, Wheat Ridge Corners, Swiss Flower \$665,823
- Ridge at 38 public events \$160,000
- Wheat Ridge Business District (WRBD) grant program \$90,000
- Live Local events \$40,000
- Building up Business Loan Program (BUBL) \$30,000
- 44<sup>th</sup> Avenue Corridor marketing efforts \$7,500
- 29<sup>th</sup> Avenue Marketplace marketing efforts \$5,000
- 38<sup>th</sup> Avenue marketing \$30,000
- 44<sup>th</sup> Avenue planning effort \$150,000
- Wadsworth reconstruction project \$9.83 million
- Clear Creek Crossing hook ramps \$5.06 million
- Gold Line station public infrastructure \$8.3 million
- Preventative street maintenance \$1.9 million
- Bridge maintenance \$395,000
- Prospect Park improvements \$1.2 million
- Redevelopment of “The Green” \$900,000
- Anderson Park renovation \$3.43 million
- Traffic Safety, Life Quality and Crime Reduction (TLC) Program \$30,000
- ADA improvements citywide \$50,000
- Large-item pickup program \$5,000
- New snow plow \$220,000
- Historic building management and maintenance \$83,850
- Wheat Ridge 50<sup>th</sup> Anniversary planning \$60,000
- Carnation Festival contribution \$100,000 plus staff overtime \$25,500



- City employee Innovation Committee \$10,000
- Citizen Academy \$5,000
- Wheat Ridge Education Alliance \$2,500

## OUTSIDE AGENCY CONTRIBUTIONS

In 2016, City Council appointed a Citizen Review Committee to make recommendations for contributions to outside agencies. Following are the Committee's recommendations for 2019:

The Action Center	\$3,000
Active Transportation Advisory Committee	\$500
Audio Information Network	\$1,600
Court Appointed Special Advocates	\$4,800
Chanda Plan Foundation	\$5,000
Community Table	\$11,500
Family Tree	\$5,600
Farmers 5000	\$2,500
Feed the Future (WR)	\$8,000
Friends of Paha	\$1,200
Institute for Environmental Solutions (IES)	\$1,800
Jefferson Center for Mental Health	\$3,700
Jefferson County Library Foundation	\$1,310
Jewish Family Services-Colorado Senior Connections	\$5,700
Lutheran Foundation – Heroes of Hope	\$3,600
Outdoor Lab Foundation	\$18,500
Regional Air Quality Council	\$2,600
Senior Resource Center Circulator Bus	\$26,000
Sunshine Home Share	\$2,500
Wheat Ridge Community Foundation	\$4,700
Wheat Ridge Optimist Club	\$1,200
Wheat Ridge High School STEM/STEAM	\$18,100
<b>TOTAL</b>	<b>\$133,410</b>

## DEBT

At the regular general election held on November 8, 2016, the electorate of the City approved ballot question 2E, which temporarily increased the sales and use tax levied by the City by one-half of one percent (3% to 3.5%) for up to 12 years or when \$38.5 million is raised, whichever occurs first. It also authorized the issuance of debt to finance City investment in public infrastructure to facilitate economic development opportunities. Sales and use tax revenue bonds were issued on May 2, 2017 to finance four specific City investments including Anderson Park, Wadsworth Boulevard, Wheat Ridge Ward G Line station development and the Clear Creek Crossing development.



The par amount of the bond issue was \$30,595,000 with a net premium of \$2,687,079 for a total of \$33,282,079. Of this amount \$33 million was deposited into Fund 31 for the four specific City investments, \$152,975 was allocated for the underwriter's discount and \$129,104 for costs associated with the bond issue. The maximum repayment cost of the bonds will not exceed \$38,500,000 and maximum annual repayment cost will not exceed \$3,700,000. In the budget, \$3,498,300 is budgeted for the 2019 annual debt service.

Ballot question 2E restricted the increase of taxes in the 2017 fiscal year to \$3,700,000 and by whatever additional amount is received for the 11 years thereafter. Due to an increase in use tax revenues from the May 8, 2017 hailstorm, 2E revenues exceeded this cap by \$457,931. City Council approved a resolution to submit a question to the November 2018 ballot asking voters to allow the City to retain the revenue overage. Additional information about the 2E ballot question and Fund 31 can be found behind the 2E Fund tab in this notebook.

Additionally, the City has the following long-term financial obligations:

#### Renewal Wheat Ridge

The City's Urban Renewal Authority (Renewal Wheat Ridge), is a component unit of the City. Renewal Wheat Ridge provided a loan in the amount of \$2.455 million, accruing interest at 3.16% per annum, for the Kipling Ridge commercial center development at 38<sup>th</sup> and Kipling. The term of this loan expires in 2023 and will be paid from sales and property tax incremental revenue from the Kipling Ridge project. The balance of the loan as of December 31, 2018, will be \$1.673 million.

#### Community Solar Garden

On March 23, 2015, the City entered into an agreement to purchase electric generating capacity in a solar garden. The agreement was funded on April 13, 2015, with a lease agreement for \$800,000. The solar power capacity is recorded as capital assets in the amount of \$776,628. A portion of the loan proceeds was used to pay issuance costs of \$23,372. Annual payments of \$80,167, including principal and interest accruing at 5.75%, are due through May 1, 2030. As of December 31, 2018, the City has a capital lease outstanding amount of \$667,218. For its participation, it is estimated the City will receive \$60,000 in energy credits from Xcel in 2019 to be used to pay this lease and against energy consumption at various facilities.

#### Fruitdale School Lofts

In 2016, the City Council approved a loan in the amount of \$2.585 million from General Fund reserves to the Fruitdale School Partners. The loan was for the redevelopment of the Fruitdale School property into a mix of 16 market-rate and income-restricted rental housing units. Fruitdale School Partners repaid \$1.5 million of the loan in 2018. The remaining \$1,085,000 will be paid over a 40-year period and, until that time, will remain as a restricted balance in the General Fund reserves.

## **COMPENSATION, BENEFITS AND STAFFING**

### **Compensation**

Personnel-related expenses account for the largest portion of the City's Budget; therefore, maintaining this investment is a high priority. In 2013, the City launched a new compensation plan for full-time/part-time benefited employees that is financially sustainable and is a plan that will help the City recruit and retain top talent. Additionally, the compensation plan is market-based and fully aligned with the

Performance Management Project (PMP) that has culminated in the full implementation of a pay-for-performance system. The City's pay-for-performance model is consistent with the culture and commitment to A.C.T.I.O.N! – the City's core values of Accountability – Change – Teamwork – Integrity – Opportunity – Now! It is important for the City to reward employees who exemplify these core values and who help achieve the City's strategic results.

The compensation plan consists of two sub plans 1) a pay-for-performance open range plan, which includes civilian and police sergeants and higher ranks, and 2) a sworn step plan, which includes police officer I and II positions. Employees will be eligible for a performance increase on January 1, 2019, based on how well they meet the core values and competencies of the PMP system.

The pay-for-performance budget is determined on an annual basis according to what comparable organizations are providing and what the City can afford for that fiscal year. The City will conduct the next biennial market review in 2018. The 2019 budget includes \$460,000 to fund performance increases for both sub plans. The updated plan is under development and will be included in the final budget document.

### **Benefits**

The City continues to provide a competitive benefits package to employees that includes medical, dental, life and disability benefits. Throughout the year, staff works closely with the City's benefit broker, IMA, to ensure that the City is controlling benefit costs while still providing a competitive benefits package to its employees, which is a vital part of the City's total compensation approach to pay.

The City currently provides Kaiser Permanente plans for employee medical benefits. Medical premiums will not experience an increase for 2019. There are several key factors that play a role in calculating the City's health care premium renewal. The City's Wellness Program is a positive contributing factor to the minimal premium increase. Historically, the City's premium increases ranged from 10 – 15%, which continues to be the market average. The City will continue to encourage enrollment and active participation in the Wellness Program. There will be no increases to the dental, life and short-term disability premiums in 2019.

In 2018, the City will continue to offer the High Deductible Health Plan (HDHP) and the Deductible HMO (DHMO) added in 2017. The HDHP plan was added in 2013 and is a consumer model of health care paired with a Health Savings Account (HSA). The goal of the

consumer-driven HDHP and DHMO is to encourage employees to manage costs through effective use of health care.

The City currently contributes to a 401(a) retirement plan for nonsworn employees. Employees contribute 4% to the plan and the City matches 4%. The Employee Retirement Committee conducted a survey of other neighboring Colorado communities and determined that the City is under market for retirement contributions. The average governmental retirement contribution for the 15 cities surveyed is 6.04%. To continue to remain competitive and to attract the best talent as possible, the 2019 Budget includes funding in the amount of approximately \$180,000 to increase the City's retirement match to 6%.

#### Staffing

In 2018, the City's staffing level was at 243.375 FTE's and decreased by 18.0 FTE's, to a total of 225.375 FTE's, due to the regionalization of the Police Department communications center and the outsourcing of the City's building division. The 2019 staffing level will increase by a net of 9.0 FTE's for a total of 234.375 FTE's in all funds.

#### General Fund

##### ***2.0 FTE Parks Maintenance Worker I – Parks and Recreation***

These two positions will assist in the maintenance of new park amenities that have been added to the City's inventory over the last several years without an increase in maintenance staff. Those amenities include Hopper Hollow Park, Discovery Park and improvements to Anderson and Prospect Parks. Within these parks comes an increase of 490,000 sq. ft. of sod, 15 additional irrigation lines, 34,000 sq. ft. of connecting walking paths and additional concrete areas and several new picnic shelters and bleachers. These new positions will also assist in the installation and removal of the new portable fence at Anderson Park. These new positions will assist the City in addressing the 2035 Vision Topic "Wheat Ridge residents enjoy an active, healthy lifestyle."

##### ***1.0 FTE Forestry Assistant – Parks and Recreation***

In 2002, the City had 7.0 FTE dedicated to forestry and horticultural services throughout the City. Staffing levels were reduced to 3.0 FTE since that time as were required by budget cuts and other restraints. Since 2002, four additional parks have been constructed and additional right-of-way maintenance responsibilities (38<sup>th</sup> Ave streetscape, G Line TOD site, Kipling and I-70 entry and exit ramp landscaping, 50<sup>th</sup> Avenue median, etc.) have increased the workload for the Forestry and Natural Resources programs. This new position will assist the City in addressing the 2035 Vision Topic "Wheat Ridge is an attractive and inviting City."

##### ***1.0 FTE Horticultural Assistant – Parks and Recreation***

In 2002, the City had 7.0 FTE dedicated to forestry and horticultural services throughout the City. Staffing levels were reduced to 3.0 FTE since that time as were required by budget cuts and other restraints. Since 2002, four additional parks have been constructed and additional right-of-way maintenance responsibilities (38<sup>th</sup> Ave streetscape, G Line TOD site, Kipling and I-70 entry and exit ramp landscaping, 50<sup>th</sup> Avenue median, etc.) have increased the workload for the

Forestry and Natural Resources programs. This new position will assist the City in addressing the 2035 Vision Topic “Wheat Ridge is an attractive and inviting City.”

***2.0 FTE Police Officer – Police Department***

The Police Department anticipates an increase in calls for service related to the Clear Creek Crossing development. Based on the size of the property, projected uses and housing options, the Department anticipates calls for service including traffic, criminal and non-criminal events, quality of life issues, property and economic crimes such as theft, fraud and forgery and minimal person’s crimes. With the addition of two police officers, the Department will have the ability to increase staff in this area of the City throughout the week, during the peak hours that businesses will be open. These new positions will assist the City in addressing the 2035 Vision Topic “Wheat Ridge offers a choice of economically viable commercial areas” and “Wheat Ridge is a community for families.”

***1.0 FTE Persons Detective – Police Department***

In 2015, the International Association of Chiefs of Police performed a staffing analysis of the Patrol Operations Division and the Investigations Bureau. The analysis indicated that the Bureau needed an additional Persons Team Detective for the purpose of investigating domestic violence related felonies. In addition to aiding with the Department’s focus on prosecuting felony violations involving domestic relationships, this position would be key to providing Wheat Ridge’s contribution to the First Judicial District Attorney’s Office Family Justice Center Program. This new position will assist the City in addressing the 2035 Vision Topic “Wheat Ridge is a community for families.”

***1.0 FTE Special Investigations Sergeant – Police Department***

In 2015, the International Association of Chiefs of Police performed a staffing analysis of the Patrol Operations Division and the Investigations Bureau. The analysis indicated that the Bureau needed an additional Sergeant, assigned to the Special Investigations Unit to supervise the critical areas of drug enforcement, auto theft investigations and vice and intelligence. Currently, detectives with the Special Investigations Unit report directly to the Investigations Bureau Commander rather than having a supervisor who can participate in their day-to-day operations. This new position will assist the City in addressing the 2035 Vision Topic “Wheat Ridge is a community for families.”

***0.5 FTE IT Support Technician – Administrative Services***

This position is currently a 0.5 FTE benefited employee and the request is to increase it to a 1.0 FTE benefited IT Support Technician. This increase in FTE will allow other IT Division employees to work on strategic priorities to implement new technologies that increase workflow efficiencies and decrease costs. This increase in FTE will assist the City in addressing the 2035 Vision Topic “Wheat Ridge residents are proud of their hometown.”

***0.5 FTE Digital Communications Specialist – Administrative Services***

This position is currently a 0.5 FTE benefited employee and the request is to increase it to a 1.0 FTE benefited Digital Communications Specialist. As the City’s website gains ground as a

communications tool to update the community and keep constituents informed, this increase in FTE will enable the City to respond more proactively in maintaining website links, creating new content and Newsflashes, supporting activity on social media sites such as Facebook, Twitter and NextDoor as well as special event logistics. Social media also demands a graphic presence in order to increase engagement. This position will assist in capturing community images through photography and video for use in all of the City's communication mediums. This increase in FTE will assist the City in addressing the 2035 Vision Topic "Wheat Ridge residents are proud of their hometown."

In the back of the Staffing section of this book you will find a Five-Year Staffing Plan for 2020 to 2024. Over the last decade we have done our best to provide a level of service expected by City Council and the community. The City has typically operated with a very lean staff; however, as community expectations change we must ensure the City has adequate staffing to meet those demands. This Plan will be evaluated annually to determine the most cost-effective way to continue providing exceptional customer service and quality programs.

**RECOMMENDATIONS:**

Adopt the 2019 Budget as amended.

**RECOMMENDED MOTION:**

"I move to approve Resolution No. 66-2018, a resolution adopting the City Budget and appropriating sums of money to the various funds and spending agencies for the City of Wheat Ridge, Colorado for the 2019 Budget Year."

Or,

"I move to postpone indefinitely Resolution No. 66-2018, a resolution adopting the City Budget and appropriating sums of money to the various funds and spending agencies for the City of Wheat Ridge, Colorado for the 2019 Budget Year for the following reason(s)

."

**REPORT PREPARED/REVIEWED BY:**

Patrick Goff, City Manager

**Attachments:**

1. Resolution No. 66-2018
2. Revised 2019 Proposed Revenues & Expenditures Summary

**CITY OF WHEAT RIDGE, COLORADO**  
**RESOLUTION NO. 66**  
**Series of 2018**

**TITLE: A RESOLUTION ADOPTING THE CITY BUDGET AND APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS AND SPENDING AGENCIES FOR THE CITY OF WHEAT RIDGE, COLORADO, FOR THE 2019 BUDGET YEAR**

**WHEREAS**, the City of Wheat Ridge annual budget for the fiscal year 2019 has been established and public hearings and meetings have been held after duly published public notices; and

**WHEREAS**, the budget provides for the combination of revenues and excess fund balance reserves equal to or greater than the total proposed expenditures as set forth in said budget in the total amount of \$75,681,283, which includes the following funds:

1.	Fund 01 - General Fund	\$39,592,686
2.	Fund 12 - Public Art Fund	\$65,000
3.	Fund 17 - Police Investigation Fund	\$15,500
4.	Fund 30 - Capital Improvement Fund	\$10,512,000
5.	Fund 31 - 2E Investing 4 the Future Fund	\$22,385,758
6.	Fund 32 - Open Space Fund	\$3,518,980
7.	Fund 33 - Municipal Court Fund	\$39,000
8.	Fund 54 - Conservation Trust Fund	\$303,700
9.	Fund 57 - Equipment Replacement Fund	\$163,127
10.	Fund 63 - Crime Prevention Fund	\$596,121
11.	Fund 64 - Recreation Center Operation Fund	<u>\$2,489,411</u>

Total: \$

Less Transfers: (\$ 4,000,000)

Total Expenditures: **\$75,681,283**

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Wheat Ridge, Colorado, that the City of Wheat Ridge total budget as stated in the Resolution be hereby approved, adopted, and appropriated for the entire fiscal period beginning January 1, 2019 and ending December 31, 2019.

**DONE AND RESOLVED THIS** \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

ATTEST:

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

**ATTACHMENT 1**

## Budget Summary by Fund

	Beginning Balance (1/1/19)	+	Revenues	=	Funds Available	-	Expenses	=	Fund Balance (12/31/19)
<b>Operating Funds</b>									
General	\$13,286,933	+	\$35,562,186	=	\$48,849,119	-	\$39,592,686	=	\$9,256,433
<b>Total Operating Funds</b>	<b>\$13,286,933</b>	<b>+</b>	<b>\$35,562,186</b>	<b>=</b>	<b>\$48,849,119</b>	<b>-</b>	<b>\$39,592,686</b>	<b>=</b>	<b>\$9,256,433</b>
<i>Unrestricted Fund Balance</i>									<b>\$6,854,963</b>
									<b>19.3%</b>
<b>Capital Funds</b>									
Capital Improvement Program	\$10,792	+	\$10,528,000	=	\$10,538,792	-	\$10,512,000	=	\$26,792
<b>Total Capital Funds</b>	<b>\$10,792</b>	<b>+</b>	<b>\$10,528,000</b>	<b>=</b>	<b>\$10,538,792</b>	<b>-</b>	<b>\$10,512,000</b>	<b>=</b>	<b>\$26,792</b>
<b>Special Revenue Funds</b>									
Public Art Fund	\$106,578	+	\$181,430	=	\$288,008	-	\$65,000	=	\$223,008
Police Investigation	\$40,995	+	\$45	=	\$41,040	-	\$15,500	=	\$25,540
Open Space	\$1,731,580	+	\$2,340,247	=	\$4,071,827	-	\$3,518,980	=	\$552,847
Municipal Court	\$91,366	+	\$28,250	=	\$119,616	-	\$39,000	=	\$80,616
Conservation Trust	\$46,726	+	\$324,000	=	\$370,726	-	\$303,700	=	\$67,026
Equipment Replacement	\$130,718	+	\$103,300	=	\$234,018	-	\$163,127	=	\$70,891
Crime Prevention/Code Enforcement Fund	\$523,676	+	\$488,000	=	\$1,011,676	-	\$596,121	=	\$415,555
Recreation Center	\$278,165	+	\$2,223,392	=	\$2,501,557	-	\$2,489,411	=	\$12,146
<b>Total Special Revenue Funds</b>	<b>\$2,949,804</b>	<b>+</b>	<b>\$5,688,664</b>	<b>=</b>	<b>\$8,638,468</b>	<b>-</b>	<b>\$7,190,839</b>	<b>=</b>	<b>\$1,447,629</b>
<b>2E Investing 4 the Future</b>									
2E Bond Expenditures	\$26,780,258		\$6,223,292		\$33,003,550		\$18,887,458		\$14,116,092
2E Debt Service	\$0		\$0		\$0		\$3,498,300		\$0
<b>Total 2E Investing 4 the Future</b>	<b>\$26,780,258</b>	<b>+</b>	<b>\$6,223,292</b>	<b>=</b>	<b>\$33,003,550</b>	<b>-</b>	<b>\$22,385,758</b>	<b>=</b>	<b>\$10,617,792</b>
Total Operating Funds	\$13,286,933	+	\$35,562,186	=	\$48,849,119	-	\$39,592,686	=	\$9,256,433
Total Capital Funds	\$10,792	+	\$10,528,000	=	\$10,538,792	-	\$10,512,000	=	\$26,792
Total Special Revenue Funds	\$2,949,804	+	\$5,688,664	=	\$8,638,468	-	\$7,190,839	=	\$1,447,629
Total Investing 4 the Future	\$26,780,258		\$6,223,292		\$33,003,550		\$22,385,758		\$10,617,792
(Less Transfers)		+	(\$4,000,000)	=	(\$4,000,000)	-	(\$4,000,000)	=	
<b>GRAND TOTAL ALL FUNDS</b>	<b>\$43,027,787</b>	<b>+</b>	<b>\$54,002,142</b>	<b>=</b>	<b>\$97,029,929</b>	<b>-</b>	<b>\$75,681,283</b>	<b>=</b>	<b>\$21,348,646</b>
<b>GRAND TOTAL LESS BOND AND DEBT</b>									
	\$16,247,529		\$47,778,850		\$64,026,379		\$53,295,525		\$10,730,854

## General Fund Revenues

	2017 Actual	2018 Adjusted	2018 Estimated	2019 Proposed
<b>SALES TAXES</b>				
Sales Tax	\$18,783,886	\$18,619,038	\$18,956,600	\$19,889,755
Sales Tax Audit Revenue	\$47,043	\$275,000	\$150,000	\$300,000
TIF - Wheat Ridge Cyclery	\$0	\$0	\$0	\$0
ESTIP - Liquid Art Works (Colorado Plus)	\$5,013	\$0	\$0	\$0
ESTIP - Muscle Masster	\$0	\$0	\$0	\$0
ESTIP - Walrus (West 29th Ave Rest)	\$0	\$0	\$0	\$0
TIF - Kipling Ridge	\$507,232	\$550,000	\$486,942	\$462,595
TIF - WR Corners	\$0	\$215,500	\$62,099	\$182,228
TIF - Swiss Flowers	\$0	\$0	\$0	\$21,000
<b>TOTAL SALES TAXES</b>	<b>\$19,343,174</b>	<b>\$19,659,538</b>	<b>\$19,655,641</b>	<b>\$20,855,578</b>
<b>OTHER TAXES</b>				
Real Property Tax	\$854,613	\$904,096	\$970,000	\$989,532
Liquor Occupational Tax	\$95,289	\$78,596	\$62,000	\$62,000
Auto Ownership Tax	\$83,987	\$65,000	\$97,426	\$90,000
Xcel Franchise Tax	\$1,194,874	\$1,300,000	\$1,195,000	\$1,195,000
Telephone Occupation Tax	\$465,217	\$451,440	\$475,000	\$475,000
Lodgers Tax	\$806,950	\$790,000	\$758,533	\$760,000
Admissions Amusement Tax	\$41,025	\$42,000	\$43,000	\$43,000
<b>TOTAL OTHER TAXES</b>	<b>\$3,541,955</b>	<b>\$3,631,132</b>	<b>\$3,600,959</b>	<b>\$3,614,532</b>
<b>USE TAXES</b>				
Use Tax - Retail/Professional	\$884,379	\$914,218	\$959,931	\$950,000
Use Tax - Building	\$2,579,093	\$1,400,000	\$1,750,000	\$1,500,000
Use Tax - Auto	\$2,234,924	\$1,700,000	\$2,100,000	\$1,800,000
<b>TOTAL USE TAXES</b>	<b>\$5,698,397</b>	<b>\$4,014,218</b>	<b>\$4,809,931</b>	<b>\$4,250,000</b>
<b>LICENSE</b>				
Amusement Machine License	\$5,760	\$6,000	\$6,000	\$6,000
Arborist License	\$1,660	\$1,725	\$1,600	\$1,600
Contractors License	\$174,275	\$120,000	\$150,000	\$150,000
Liquor License Fee	\$17,320	\$15,500	\$19,000	\$19,000
Building Permits	\$2,296,069	\$1,000,000	\$1,000,000	\$750,000
Street Cut Permits	\$181,893	\$205,000	\$200,000	\$200,000
Cable TV Permits	\$415,228	\$390,000	\$410,000	\$410,000
Pawn Shop License Fees	\$10,000	\$10,000	\$10,000	\$10,000
Business License Fees	\$117,744	\$106,865	\$89,880	\$90,880
<b>TOTAL LICENSE</b>	<b>\$3,219,949</b>	<b>\$1,855,090</b>	<b>\$1,886,480</b>	<b>\$1,637,480</b>



## General Fund Revenues

	2017 Actual	2018 Adjusted	2018 Estimated	2019 Proposed
<b>INTERGOVERNMENTAL</b>				
Cigarette Tax	\$84,603	\$85,000	\$83,000	\$83,000
County Road and Bridge	\$303,036	\$280,000	\$315,811	\$315,000
Arvada Ridge Redevelopment	\$100,000	\$100,000	\$100,000	\$100,000
Highway Users Tax	\$1,064,331	\$1,050,000	\$1,327,185	\$1,107,352
Motor Vehicle Registration	\$122,722	\$135,000	\$120,000	\$120,000
EPA Brownfields Grant	\$33,505	\$0	\$0	\$0
Police - CATPA Auto Theft Grant	\$62,931	\$80,000	\$80,000	\$81,257
Police - Seat Belt Safety Grant	\$4,403	\$3,000	\$1,470	\$1,500
Police - HIDTA Drug Overtime Grant	\$15,674	\$10,000	\$10,000	\$10,000
Police - JAG/Bryne Grant	\$11,288	\$10,178	\$0	\$20,273
Police - Child Safety Grant	\$0	\$1,675	\$1,675	\$1,675
Police - Ballistic Vest Grant	\$3,897	\$0	\$5,000	\$1,500
Police - LEAF Grant	\$17,028	\$10,000	\$0	\$0
Police - HVIDE Grant	\$19,353	\$15,000	\$8,375	\$8,375
Police - POST Grant	\$11,521	\$0	\$350	\$6,000
Jeffco Public Health Grant	\$5,000	\$0	\$0	\$0
Jeffco County Trail Grant	\$0	\$6,698	\$8,914	\$0
<b>TOTAL INTERGOVERNMENTAL</b>	<b>\$1,859,292</b>	<b>\$1,786,551</b>	<b>\$2,061,780</b>	<b>\$1,855,932</b>
<b>SERVICES</b>				
Zoning Applications	\$68,591	\$75,000	\$75,000	\$46,000
Planning Reimbursement Fees	\$2,490	\$3,000	\$3,200	\$3,000
Engineering Fees	\$21,982	\$25,000	\$28,000	\$28,000
Misc. Zoning Fees	\$3,415	\$750	\$2,100	\$1,500
Plan Review Fees	\$325,184	\$250,000	\$450,000	\$325,000
Pavilion/Park Rental Revenue	\$27,827	\$26,000	\$25,000	\$25,000
Athletics Revenue	\$92,555	\$86,480	\$85,000	\$86,413
Active Adult Center Revenue	\$177,057	\$198,050	\$180,000	\$198,050
Parks Historic Facilities	\$28,238	\$24,000	\$26,000	\$24,000
Gen. Prog. Revenue	\$177,343	\$170,394	\$170,000	\$169,601
Anderson Building Revenue	\$17,347	\$5,000	\$15,000	\$5,000
Outdoor Swimming Fees	\$142,027	\$150,000	\$164,707	\$155,000
Retail Marijuana Fees	\$203,512	\$180,000	\$230,000	\$230,000
Police Report Fees	\$14,069	\$15,000	\$16,000	\$16,000
Pawn Shop Ticket Fees	\$22,633	\$24,000	\$20,390	\$20,000
Sex Offender Registration	\$6,015	\$6,800	\$7,094	\$7,000
Police Drug Destruction Fees	\$6,793	\$175	\$100	\$150
Police Fees	\$3,383	\$4,100	\$4,280	\$4,000
Police Duty Reimbursement	\$73,823	\$81,560	\$76,560	\$81,560
<b>TOTAL SERVICES</b>	<b>\$1,414,282</b>	<b>\$1,325,309</b>	<b>\$1,578,431</b>	<b>\$1,425,274</b>

## General Fund Revenues

	2017 Actual	2018 Adjusted	2018 Estimated	2019 Proposed
<b>FINES &amp; FORFEITURES</b>				
Municipal Court Fines	\$88,742	\$100,000	\$85,000	\$100,000
Nuisance Violations Fees	\$26,135	\$40,000	\$25,000	\$35,000
Handicap Parking Fees	\$450	\$900	\$500	\$900
Traffic	\$364,068	\$500,000	\$350,000	\$450,000
General	\$27,155	\$45,000	\$25,000	\$45,000
Other	\$8,678	\$10,000	\$5,000	\$10,000
Parking	\$2,995	\$3,500	\$3,200	\$3,500
No Proof of Insurance	\$22,270	\$20,000	\$20,000	\$25,000
<b>TOTAL FINE &amp; FORFEITURES</b>	<b>\$540,493</b>	<b>\$719,400</b>	<b>\$513,700</b>	<b>\$669,400</b>
<b>INTEREST</b>				
Interest Earnings	\$29,109	\$51,000	\$280,000	\$280,000
<b>TOTAL INTEREST</b>	<b>\$29,109</b>	<b>\$51,000</b>	<b>\$280,000</b>	<b>\$280,000</b>
<b>OTHER</b>				
Hail Storm Insurance Proceeds	\$1,769,836	\$500,000	\$247,602	\$570,990
Cable Peg Fees	\$42,629	\$42,000	\$43,000	\$43,000
Xcel Solar Garden Credits	\$72,871	\$60,000	\$60,000	\$60,000
Other Financing Sources	\$0	\$0	\$0	\$0
Miscellaneous Income	\$286,170	\$628,310	\$300,000	\$300,000
<b>TOTAL OTHER</b>	<b>\$2,171,507</b>	<b>\$1,230,310</b>	<b>\$650,602</b>	<b>\$973,990</b>
<b>Total General Fund</b>	<b>\$37,818,158</b>	<b>\$34,272,548</b>	<b>\$35,037,524</b>	<b>\$35,562,186</b>
<b>Transfers In</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Fund Balance Carryover</b>	<b>\$8,111,608</b>	<b>\$10,832,078</b>	<b>\$13,804,110</b>	<b>\$13,286,933</b>
<b>Total Funds Available</b>	<b>\$45,929,766</b>	<b>\$45,104,626</b>	<b>\$48,841,634</b>	<b>\$48,849,119</b>

## General Fund Expenditures

	2017 Actual	2018 Adjusted	2018 Estimated	2019 Proposed
<b>Legislative</b>				
Legislative Services	\$434,160	\$490,383	\$472,352	\$590,964
<b>Total</b>	<b>\$434,160</b>	<b>\$490,383</b>	<b>\$472,352</b>	<b>\$590,964</b>
<b>City Manager's Office</b>				
City Manager	\$260,014	\$388,789	\$382,776	\$510,271
Economic Development	\$1,486,581	\$1,667,355	\$1,654,954	\$1,797,985
<b>Total</b>	<b>\$1,746,595</b>	<b>\$2,056,144</b>	<b>\$2,037,730</b>	<b>\$2,308,256</b>
<b>City Attorney</b>				
City Attorney	\$303,483	\$303,500	\$303,500	\$303,000
<b>Total</b>	<b>\$303,483</b>	<b>\$303,500</b>	<b>\$303,500</b>	<b>\$303,000</b>
<b>City Clerk's Office</b>				
City Clerk	\$134,470	\$157,727	\$156,586	\$161,538
<b>Total</b>	<b>\$134,470</b>	<b>\$157,727</b>	<b>\$156,586</b>	<b>\$161,538</b>
<b>City Treasurer</b>				
City Treasurer	\$43,412	\$43,878	\$43,678	\$36,108
<b>Total</b>	<b>\$43,412</b>	<b>\$43,878</b>	<b>\$43,678</b>	<b>\$36,108</b>
<b>Central Charges</b>				
Central Charges	\$3,049,368	\$4,454,231	\$3,615,133	\$3,876,796
<b>Total</b>	<b>\$3,049,368</b>	<b>\$4,454,231</b>	<b>\$3,615,133</b>	<b>\$3,876,796</b>
<b>Municipal Court</b>				
Municipal Court	\$856,890	\$1,004,222	\$974,155	\$1,036,740
<b>Total</b>	<b>\$856,890</b>	<b>\$1,004,222</b>	<b>\$974,155</b>	<b>\$1,036,740</b>
<b>Administrative Services</b>				
Administration	\$421,638	\$506,903	\$510,470	\$318,734
Public Information	\$230,924	\$300,971	\$280,687	\$318,036
Finance	\$327,861	\$570,410	\$558,957	\$606,761
Human Resources	\$580,419	\$608,333	\$632,814	\$726,347
Sales Tax	\$209,377	\$0	\$0	\$0
Purchasing and Contracting	\$117,008	\$151,976	\$142,441	\$169,167
Information Technology	\$1,929,544	\$1,797,313	\$1,860,025	\$2,102,476
<b>Total</b>	<b>\$3,816,772</b>	<b>\$3,935,906</b>	<b>\$3,985,394</b>	<b>\$4,241,521</b>
<b>Community Development</b>				
Administration	\$226,321	\$246,145	\$246,554	\$246,404
Planning	\$219,042	\$742,094	\$583,050	\$602,503
Building	\$1,168,865	\$1,061,582	\$1,061,582	\$855,150
Long Range Planning	\$136,648	\$0	\$0	\$0
<b>Total</b>	<b>\$1,750,877</b>	<b>\$2,049,821</b>	<b>\$1,891,186</b>	<b>\$1,704,057</b>
<b>Police</b>				
Administration	\$862,193	\$2,033,710	\$2,039,558	\$1,738,138
Grants	\$140,558	\$133,904	\$99,448	\$114,662

## General Fund Expenditures

	2017 Actual	2018 Adjusted	2018 Estimated	2019 Proposed
Community Services Team	\$128,841	\$275,198	\$237,666	\$290,153
Communications Center	\$799,494	\$0	\$0	\$0
Crime Prevention Team	\$254,297	\$244,267	\$243,967	\$265,702
Records Team	\$386,799	\$419,143	\$408,558	\$437,609
Training and Accreditation	\$228,483	\$281,159	\$281,240	\$327,725
Patrol	\$4,446,732	\$4,439,930	\$4,427,448	\$4,855,626
Investigations Bureau	\$1,976,426	\$2,204,393	\$2,203,593	\$2,528,533
Crime & Traffic Team	<u>\$469,107</u>	<u>\$476,402</u>	<u>\$393,002</u>	<u>\$487,542</u>
<b>Total</b>	<b>\$9,692,931</b>	<b>\$10,508,106</b>	<b>\$10,334,480</b>	<b>\$11,045,690</b>
<b>Public Works</b>				
Administration	\$157,406	\$192,484	\$196,770	\$167,551
Engineering	\$1,113,639	\$1,161,934	\$1,188,256	\$1,236,345
Operations	<u>\$2,875,540</u>	<u>\$3,546,237</u>	<u>\$3,377,217</u>	<u>\$3,640,781</u>
<b>Total</b>	<b>\$4,146,585</b>	<b>\$4,900,655</b>	<b>\$4,762,243</b>	<b>\$5,044,677</b>
<b>Parks and Recreation</b>				
Administration	\$252,324	\$355,853	\$328,962	\$273,362
Recreation	\$234,303	\$240,600	\$237,709	\$329,381
Parks Maintenance	\$1,302,181	\$1,888,312	\$1,646,626	\$1,950,299
Forestry	\$389,986	\$494,496	\$480,320	\$581,877
Natural Resources	\$223,930	\$195,841	\$165,785	\$211,949
Anderson Building	\$29,730	\$26,529	\$21,524	\$31,349
Athletics	\$186,364	\$202,652	\$184,568	\$216,772
General Programs	\$262,321	\$302,031	\$292,406	\$326,556
Outdoor Pool	\$211,015	\$353,757	\$355,390	\$304,506
Active Adult Center	\$489,888	\$587,737	\$536,285	\$527,934
Historic Buildings	\$55,864	\$78,699	\$71,573	\$83,850
Facility Maintenance	<u>\$412,209</u>	<u>\$510,974</u>	<u>\$485,676</u>	<u>\$405,504</u>
<b>Total</b>	<b>\$4,050,116</b>	<b>\$5,237,481</b>	<b>\$4,806,824</b>	<b>\$5,243,339</b>
<b>Total General Fund</b>	<b>\$30,025,658</b>	<b>\$35,142,054</b>	<b>\$33,383,261</b>	<b>\$35,592,686</b>
<b>Transfers</b>	<b>\$2,100,000</b>	<b>\$2,245,000</b>	<b>\$2,245,000</b>	<b>\$4,000,000</b>
<b>Total With Transfers</b>	<b>\$32,125,658</b>	<b>\$37,387,054</b>	<b>\$35,628,261</b>	<b>\$39,592,686</b>

**REQUEST FOR CITY COUNCIL ACTION****TITLE: COUNCIL BILL NO. 26-2018 – AN ORDINANCE AMENDING THE WHEAT RIDGE CODE OF LAWS CONCERNING HOURS OF OPERATION FOR MEDICAL MARIJUANA CENTERS AND RETAIL MARIJUANA STORES**

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> ORDINANCES FOR 1 <sup>ST</sup> READING (09/24/2018)            |
| <input type="checkbox"/> BIDS/MOTIONS              | <input checked="" type="checkbox"/> ORDINANCES FOR 2 <sup>ND</sup> READING (10/08/2018) |
| <input type="checkbox"/> RESOLUTIONS               |   |

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

The local marijuana industry has requested that City Council consider extending the hours of operation for medical marijuana centers and retail marijuana stores. This ordinance will amend the Wheat Ridge Code of Laws to extend the hours of operation from 7:00 p.m. to 10:00 p.m.

**PRIOR ACTION:**

City Council discussed this request at the August 20, 2018 study session. A consensus was reached for staff to draft an ordinance for City Council consideration.

**FINANCIAL IMPACT:**

There is no direct financial impact to the City in approving this ordinance. If approved, tax revenues from medical marijuana centers and retail marijuana stores would likely increase.

**BACKGROUND:**

In 2011, City Council adopted Ordinance 1479 establishing a local licensing authority to issue medical marijuana licenses in the City of Wheat Ridge. In 2013, City Council adopted Ordinance 1543 establishing a local licensing authority to issue retail marijuana establishment licenses in the City of Wheat Ridge. Section 11-419 of the Wheat Ridge Code of Laws allows for retail

marijuana stores to open no earlier than 8:00 a.m. and close no later than 7:00 p.m., seven days a week but is silent on the hours of operation for medical marijuana centers.

The local marijuana industry has requested that City Council consider extending the hours of operation to 10:00 p.m. The City of Denver passed a law in 2017 to extend hours of operation from 7:00 p.m. to 10:00 p.m. The City of Edgewater allows marijuana establishments to remain open to midnight.

**RECOMMENDED MOTION:**

“I move to approve Council Bill No. 26-2018, an ordinance amending the Wheat Ridge Code of Laws concerning hours of operation for medical marijuana centers and retail marijuana stores on second reading and that it take effect 15 days after final publication.”

Or,

“I move to postpone indefinitely Council Bill No. 26-2018, an ordinance amending the Wheat Ridge Code of Laws concerning hours of operation for medical marijuana centers and retail marijuana stores, for the following reason(s)

.”

**REPORT PREPARED/REVIEWED BY:**

Patrick Goff, City Manager

**ATTACHMENTS:**

1. Council Bill No. 26-2018

**CITY OF WHEAT RIDGE, COLORADO**  
**INTRODUCED BY COUNCIL MEMBER \_\_\_\_\_**  
**Council Bill No. 26**  
**Ordinance No. \_\_\_\_\_**  
**Series 2018**

**TITLE: AN ORDINANCE AMENDING THE WHEAT RIDGE CODE OF LAWS CONCERNING HOURS OF OPERATION FOR MEDICAL MARIJUANA CENTERS AND RETAIL MARIJUANA STORES**

**WHEREAS**, the City of Wheat Ridge, acting through its City Council, has authority under Article XX of the Colorado Constitution, its Home Rule Charter and C.R.S. 31-15-101 et seq. to adopt and enforce requirements for the protection of public health, safety and welfare; and

**WHEREAS**, in the exercise of this authority, the Council has previously adopted Chapter 11, Article XII of the Wheat Ridge Code of Laws concerning medical marijuana licenses, and Section 11-419 of the concerning hours of operation for retail marijuana establishments within the City; and

**WHEREAS**, Council wishes to add a new Section 11-307 concerning hours of operation for medical marijuana centers, and amend Section 11-419 of the Code to revise the hours within which retail marijuana stores may operate.

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

**Section 1.** Chapter 11, Article XII is amended by adding a new section 11-307 to read as follows:

**SEC. 11-307. – HOURS OF OPERATION.**

- (a) A MEDICAL MARIJUANA CENTER MAY OPEN NO EARLIER THAN 8:00 A.M. AND SHALL CLOSE NO LATER THAN 10:00 P.M. THE SAME DAY.
- (b) A MEDICAL MARIJUANA CENTER MAY BE OPEN SEVEN (7) DAYS A WEEK.

**Existing Sections 11-307 and 11-308 are hereby renumbered as 11-308~~7~~ and 11-309~~8~~.**

**Section 2.** Section 11-419 is amended to read as follows:

**Sec. 11-419. - Hours of operation.**

(a) A retail marijuana store may open no earlier than 8:00 a.m. and shall close no later than **10:00** ~~7:00~~ p.m. the same day.

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

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

**INTRODUCED, READ, AND ADOPTED** on first reading by a vote of 7 to 0 on this 24th day of September, 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 October 8, 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: September 27, 2018  
Second Publication:  
Wheat Ridge Transcript  
Effective Date:



**REQUEST FOR CITY COUNCIL ACTION**

**TITLE: RESOLUTION NO. 62-2018 – A RESOLUTION APPROVING AN ELEVEN-LOT SUBDIVISION PLAT FOR PROPERTY ZONED MIXED USE-NEIGHBORHOOD (MU-N) AT 10590 W. 44<sup>TH</sup> AVENUE (CASE NO. WS-17-03/CLEAR CREEK TOWNHOMES)**

☒ PUBLIC HEARING  
☐ BIDS/MOTIONS  
☒ RESOLUTIONS

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

QUASI-JUDICIAL: ☒ YES

☐ NO

  
Community Development Director

  
City Manager

**ISSUE:**

The applicant is requesting approval of an eleven-lot subdivision plat for property zoned Mixed Use-Neighborhood (MU-N) at 10590 W. 44<sup>th</sup> Avenue. The property is approximately 0.58 acres. The purpose of the subdivision is to prepare the property for development of an eleven-unit townhome project.

**PRIOR ACTION:**

Planning Commission reviewed this request at a public hearing held on September 20, 2018 and gave a recommendation of approval for the following reasons:

1. All requirements of the Subdivision Regulations have been met.
2. The plat is consistent with zoning on the property
3. Utility districts can serve the property with improvements installed at the developer's expense.

With the following conditions:

1. A note should be added to the previous right-of-way dedication for 44<sup>th</sup> Avenue with the reception number of the dedication.
2. A Subdivision Improvement Agreement shall be executed with required security prior to recordation of the subdivision plat.
3. The developer shall pay parks fees at the time of plat recording in the amount of \$27,470.19.
4. The Homeowners' Association covenants shall be reviewed and approved by Staff prior to issuance of a building permit.

Attached are the staff report and draft minutes from the September 20, 2018, Planning Commission public hearing.

**FINANCIAL IMPACT:**

Fees in the amount of \$1341 were collected for the review and processing of Case No. WS-17-03. Parkland dedication is required for all new residential subdivisions, and in this case a fee in lieu of land dedication will be collected in the amount of \$27,470.19.

**BACKGROUND:**

**Subject Property**

This parcel was originally platted in 1953 as Lot 19 of the JayLarry Subdivision. Between 1999 and 2001, it was utilized for the temporary sales of bedding plants and produce, per case numbers TUP-99-01, TUP-99-02, and TUP-00-02. In 2002, a zone change from A-1 to PCD was approved for construction of a garden center, which was never constructed. In 2015, City Council approved a zone change from PCD to MU-N by Case No. WZ-15-04. A site development plan is undergoing an administrative review by Staff.

**Surrounding Zoning and Land Use**

The surrounding zoning consists of various zone districts including Planned Residential Development (PRD) on the east, Residential-Three (R-3) to the south and east, Residential-Two (R-2) and Agricultural-One (A-1) on the north, Planned Commercial Development (PCD), and Commercial-One (C-1) on the north side of 44<sup>th</sup> Avenue further to the east. The surrounding land uses largely reflect the underlying zoning, as demonstrated by a mix of residential, quasi-public, commercial and agricultural uses.

**Proposed Subdivision**

The proposed subdivision is attached and is comprised of two sheets and establishes eleven (11) lots and two (2) tracts. The MU-N zone district does not include minimum lot size and width standards, but the proposed lots are shaped and sized appropriately to accommodate the proposed townhomes. Further, there is a note that limits future development on these lots to attached townhome products.

Right-of-way is proposed to be dedicated along Moore Street, which is slightly substandard in width. The dedication will accommodate the developer's construction of curb, gutter, and

attached 5-foot sidewalk with parallel parking. A Subdivision Improvement Agreement will memorialize the developer's obligation to construct these improvements.

Several easements are provided on the subdivision plat, including for access, drainage, landscape, and utilities. Tract A at the northwest corner of the site contains an area for the underground detention pond and an open space amenity. Tract B includes an access easement which will serve the townhomes' rear-loaded garages. All landscaping on the site will be maintained by the HOA and is within a perimeter easement. Staff will review HOA covenants to ensure there are adequate provisions for maintenance of all common areas

**RECOMMENDED MOTION:**

"I move to approve Resolution No. **62-2018**, a resolution approving an eleven-lot subdivision plat for property zoned Mixed Use Neighborhood (MU-N) at 10590 W. 44th Avenue (Case No. WS-17-03/Clear Creek Townhomes), for the following reasons:

1. City Council has conducted a proper public hearing meeting all public notice requirements as required by Section 26-109 and 26-407 of the Code of Laws.
2. The requested subdivision has been reviewed by the Planning Commission, which has forwarded its recommendation for approval.
3. All requirements of the subdivision regulations have been met.
4. Utility districts can serve the property with improvements installed at the developer's expense.

With the following conditions:

1. A note should be added to the previous right-of-way dedication for 44<sup>th</sup> Avenue with the reception number of the dedication.
2. A Subdivision Improvement Agreement be executed with required security prior to recordation of the subdivision plat.
3. The developer shall pay parks fees at the time of plat recording in the amount of \$27,470.19.
4. The Homeowners' Association covenants shall be reviewed and approved by Staff prior to issuance of a building permit."

Or,

"I move to deny Resolution No. **62-2018**, a resolution approving an eleven-lot subdivision plat for property zoned Mixed Use Neighborhood (MU-N) at 10590 W. 44th Avenue (Case No. WS-17-03/Clear Creek Townhomes), for the following reasons:

- 1.
- 2.
- 3.

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

**REPORT PREPARED/REVIEWED BY:**

Meredith Reckert, Senior Planner

Lauren Mikulak, Community Development Planning Manager

Kenneth Johnstone, Community Development Director

Patrick Goff, City Manager

**ATTACHMENTS:**

1. Resolution No. 62-2018
2. Planning Commission staff report
3. Planning Commission minutes

**CITY OF WHEAT RIDGE, COLORADO**  
**Resolution No. 62**  
**Series 2018**

**TITLE: A RESOLUTION APPROVING AN ELEVEN-LOT SUBDIVISION PLAT FOR PROPERTY ZONED MIXED USE NEIGHBORHOOD (MU-N) AT 10590 W. 44TH AVENUE (CASE NO. WS-17-03/CLEAR CREEK TOWNHOMES)**

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

**WHEREAS**, an application for an eleven-lot subdivision plat was received from Slavomir Golabek to subdivide property located at 10590 W. 44th Avenue in the Mixed Use-Neighborhood (MU-N) zone district; and,

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

**WHEREAS**, all requirements of the zoning code and Subdivision Regulations have been met; and,

**WHEREAS**, all required publishing, posting and notification requirements for an October 8, 2018, City Council public hearing have been met.

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

**A RESOLUTION APPROVING AN ELEVEN-LOT SUBDIVISION PLAT FOR PROPERTY ZONED MIXED USE-NEIGHBORHOOD (MU-N) AT 10590 W. 44<sup>TH</sup> AVENUE (CASE NO. WS-17-03/CLEAR CREEK TOWNHOMES) IS HEREBY APPROVED FOR THE FOLLOWING REASONS:**

1. City Council has conducted a proper public hearing meeting all public notice requirements as required by Section 26-109 and 26-407 of the Code of Laws.
2. The requested subdivision has been reviewed by the Planning Commission, which has forwarded its recommendation for approval.
3. All requirements of the subdivision regulations have been met.
4. Utility districts can serve the property with improvements installed at the developer's expense.

With the following conditions:

1. A note should be added to the previous right-of-way dedication for 44<sup>th</sup> Avenue with the reception number of the dedication.
2. A Subdivision Improvement Agreement shall be executed with required security prior to recordation of the subdivision plat.
3. The developer shall pay parks fees at the time of plat recording in the amount of \$27,470.19.
4. The Homeowners' Association covenants shall be reviewed and approved by Staff prior to issuance of a building permit.

**DONE AND RESOLVED** by the City Council this 8<sup>th</sup> day of October, 2018.

By:

---

Bud Starker, Mayor

ATTEST:

---

Janelle Shaver, City Clerk



**CITY OF WHEAT RIDGE  
PLANNING DIVISION STAFF REPORT**

**TO:** Planning Commission

**CASE MANAGER:** Meredith Reckert

**DATE OF MEETING:**

September 20, 2018

**CASE NO. & NAME:**

WS-17-03 /Clear Creek Townhomes

**ACTION REQUESTED:**

Approval of an 11-lot subdivision plat on property zoned Mixed Use-Neighborhood (MU-N)

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**LOCATION OF REQUEST:**

10590 W. 44<sup>th</sup> Avenue

**PROPERTY OWNER:**

Slawomir Golabek

**APPROXIMATE AREA:**

.58 acres

---

**PRESENT ZONING:**

MU-N

**PRESNET LAND USE:**

Vacant land

---

**ENTER INTO RECORD:**

CASE FILE & PACKET MATERIALS

ZONING ORDINANCE/SUBDIVISION REGS

DIGITAL PRESENTATION

---



Subject site

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

## **I. REQUEST**

This application is for approval of a subdivision plat on property zoned Mixed Use – Neighborhood (MU-N) addressed as 10590 W. 44<sup>th</sup> Avenue. The proposed subdivision will create eleven (11) townhome lots and two tracts. The purpose of this application is to subdivide the lot in preparation for construction of 11 townhome units.

Because this plat exceeds five parcels, it is being processed as a major subdivision (per Section 26-118 of the Code of Laws). In this case, Planning Commission will make a recommendation to City Council, which is the final authority for approval of a major subdivision.

A neighborhood meeting is not required for a subdivision plat.

## **II. EXISTING CONDITIONS/PROPERTY HISTORY**

The property is located at the southeast corner of 44<sup>th</sup> Avenue and Moore Street. The parcel is .58 acres in size, is regular in shape, is relatively flat and is vacant. (Exhibit 1, Aerial Photo)

### **Surrounding zoning and land use**

The surrounding zoning consists of various zone districts including Planned Residential Development (PRD) on the east, Residential-Three (R-3) to the south and east, Residential-Two (R-2) and Agricultural-One (A-1) on the north, Planned Commercial Development (PCD), and Commercial-One (C-1) on the north side of 44<sup>th</sup> Avenue further to the east. The surrounding land uses largely reflect the underlying zoning, as demonstrated by a mix of residential, quasi-public, commercial and agricultural uses. (Exhibit 2, Zoning Map)

### **Property History**

This parcel was originally platted in 1953 as Lot 19 of the JayLarry Subdivision. Between 1999 and 2001, it was utilized for the temporary sales of bedding plants and produce, per case numbers TUP-99-01, TUP-99-02, and TUP-00-02. In 2002, a zone change from A-1 to PCD was approved for construction of a garden center, which was never constructed. In 2015, City Council approved a zone change from PCD to MU-N by Case No. WZ-15-04. A site development plan is undergoing an administrative review by Staff. (Exhibit 3, Site Photos)

## **III. PROPOSED PLAT DOCUMENT**

### **Plat design**

Attached is a copy of the proposed subdivision plat, which contains two sheets. (Exhibit 4, Subdivision Plat)



**Sheet 1** is the declaration page and contains the legal description, required signature blocks and a recording block. Notes have been included pertaining to the vacation of previous easements (note #6), a restriction that limits development only to townhomes (note #7) and a note regarding the primary detention tract (note #9).

**Sheet 2** illustrates the new 11-townhouse lot configuration for the parcel. The features of the subdivision are described below.

### **Lot/Tract Configuration**

The proposed townhouse development has street frontages on the north side (W. 44<sup>th</sup> Avenue) and on the west (Moore Street). The plat depicts two rows of townhome lots with five units on the north and six units on the south. The lots are situated on both sides of a common drive that extends east from Moore. Each of the homes will have rear-loaded garages accessible from the private drive and be on its own lot. The City's zoning code does not establish a minimum size or width for attached townhome lots, and as stated above the plat note restricts the property from being developed as anything other than townhomes.

There are two tracts created by this plat, which function for different purposes in the development. A note regarding these tracts has been provided on the upper right-hand corner of the second sheet.

- **Tract A:** Tract A contains the area for the underground detention pond and an open space amenity on the northwest corner of the development site. The southern portion of the tract will be paved and have benches, planters and a picnic table for the common use of the homeowners. The northern half of the area will have irrigated turf with landscaping.
- **Tract B:** Tract B contains the area for the interior drive providing access from Moore Street to the individual garage units. It will provide dumpster access, as well. Tract B has also been reserved for drainage and utilities.

### **Easements**

Additional accommodation for utilities, drainage, landscaping and pedestrian access is provided by an easement that runs along the front portion of Lots 1 – 5, including Tract A, and the eastern side of Lot 5. This easement varies in size from 13.5' to 11'. Improvements to this area will be comprised of landscaping and hardscape pedestrian access to the front entrances of the individual units.

A similar easement runs across the southern perimeter of the development in the front of Lots 6 – 11, wrapping around the eastern side of Lot 11. It will also accommodate drainage, utilities, landscaping and pedestrian access from Moore Street. This easement is 15.8' at its widest point.

While these easements are located on private property, all of the improvements within them will be maintained by the Homeowners' Association (HOA). Staff is requesting review of the Homeowners' Association covenants to ensure there are adequate provision for maintenance of these common areas.

Because there were five-foot wide perimeter easements dedicated by a previous plat (JayLarry Subdivision), a note has been added to the front sheet vacating all of the previous easements and dedicating the new ones described above.

### **Right-of-way dedication and street construction**

When new properties are created in the City through the subdivision process, staff reviews adjacent street improvements to confirm they meet current roadway design standards.

- **W. 44th Avenue:** There is curb, gutter and detached 5' wide sidewalk along the south side of 44<sup>th</sup> Avenue abutting the property. At staff's direction, these substandard improvements will remain in place, but the applicant will pay fees in lieu of constructing upgrades. Three-feet of right-of-way (423 square feet total) was dedicated in 1986 per reception number 86039507. As a condition of approval, a note should be added referring to the reception information for that previous dedication.
- **Moore Street:** Moore Street is currently 50' wide and is devoid of public improvements. A right-of-way dedication of 1.5' is being required to bring the east half of the street up to current street standard. Curb, gutter and attached sidewalk will be constructed with site development in accordance with the City's local street standard. A Subdivision Improvement Agreement (SIA) will memorialize the developer's obligations to complete these public improvements. Parallel parking will be allowed on Moore Street.

### **Onsite drainage design**

When vacant land is developed, historic drainage patterns must be preserved and the flow entering and released from the site must be maintained consistent with existing conditions. The drainage proposal has been analyzed by Public Works and sufficient measures are being taken to ensure that historic and developed flows are being adequately addressed.

Currently, runoff from the site sheetflows to the east and south where it collects and infiltrates into the ground. Developed flows will be captured by yard inlets throughout the development and will be conveyed to the underground detention facility at the northwest corner of the site. A concrete pan in the drive will collect other flows and direct them to the detention storage area. Storm water in the detention facility will be released directly into an existing storm sewer in 44<sup>th</sup> Avenue.

### **Parkland dedication**

Parkland dedication is required for all new residential subdivisions. When land is not dedicated for a public park, a fee in lieu of parkland is required. The Parks Department has indicated that fees in lieu of land dedication will be required in the amount of \$2,497.29 per unit (\$27,470.19 in total). This fee is required to be paid at the time of plat recording.

#### **IV. AGENCY REFERRAL**

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

**Arvada Fire Protection District:** Can serve the property with upgrades required at the developer's expense, including installation of new hydrants. The internal drive must be signed as a fire lane.

**CenturyLink:** Has no objection to the plat.

**Fruitdale Sanitation District:** Can serve the property with an existing 8" line in Moore Street and a 15" line in 44<sup>th</sup> Avenue. Required improvements must be paid for by the developer.

**Valley Water District:** Can provide water service to the property. All required improvements will be installed at the developer's expense.

**Wheat Ridge Public Works:** Has reviewed and approved the drainage plan and plat.

**Wheat Ridge Police:** No concerns with crime or traffic.

**Xcel Energy:** Has no conflict with the plat. Will continue to work with the developer on natural gas and electric design details.

#### **V. STAFF CONCLUSIONS AND RECOMMENDATION**

Staff concludes that all requirements of the Subdivision Regulations have been met and that approval of the subdivision will facilitate development of the property. The proposed plat is consistent with the MU-N zoning and because all internal and external agencies can provide service to the property with improvements installed at the developer's expense, a recommendation of approval is given for Case No. WS-17-03 with conditions incorporated into the recommended motion.

#### **VI. RECOMMENDED MOTIONS**

##### **OPTION A:**

"I move to recommend APPROVAL of Case No. WS-17-03, a request for approval of an 11-lot subdivision plat for property located at 10590 W. 44<sup>th</sup> Avenue, for the following reasons:

1. All requirements of the Subdivision Regulations have been met.
2. The plat is consistent with zoning on the property.
3. Utility districts can serve the property with improvements installed at the developer's expense.

With the following conditions:

1. A note should be added to the previous right-of-way dedication for 44<sup>th</sup> Avenue with the reception number of the dedication.
1. A Subdivision Improvement Agreement shall be executed with required security prior to recordation of the subdivision plat.
2. The developer shall pay parks fees at the time of plat recording in the amount of \$27,470.19.
3. The Homeowners' Association covenants shall be reviewed and approved by Staff prior to issuance of a building permit.'

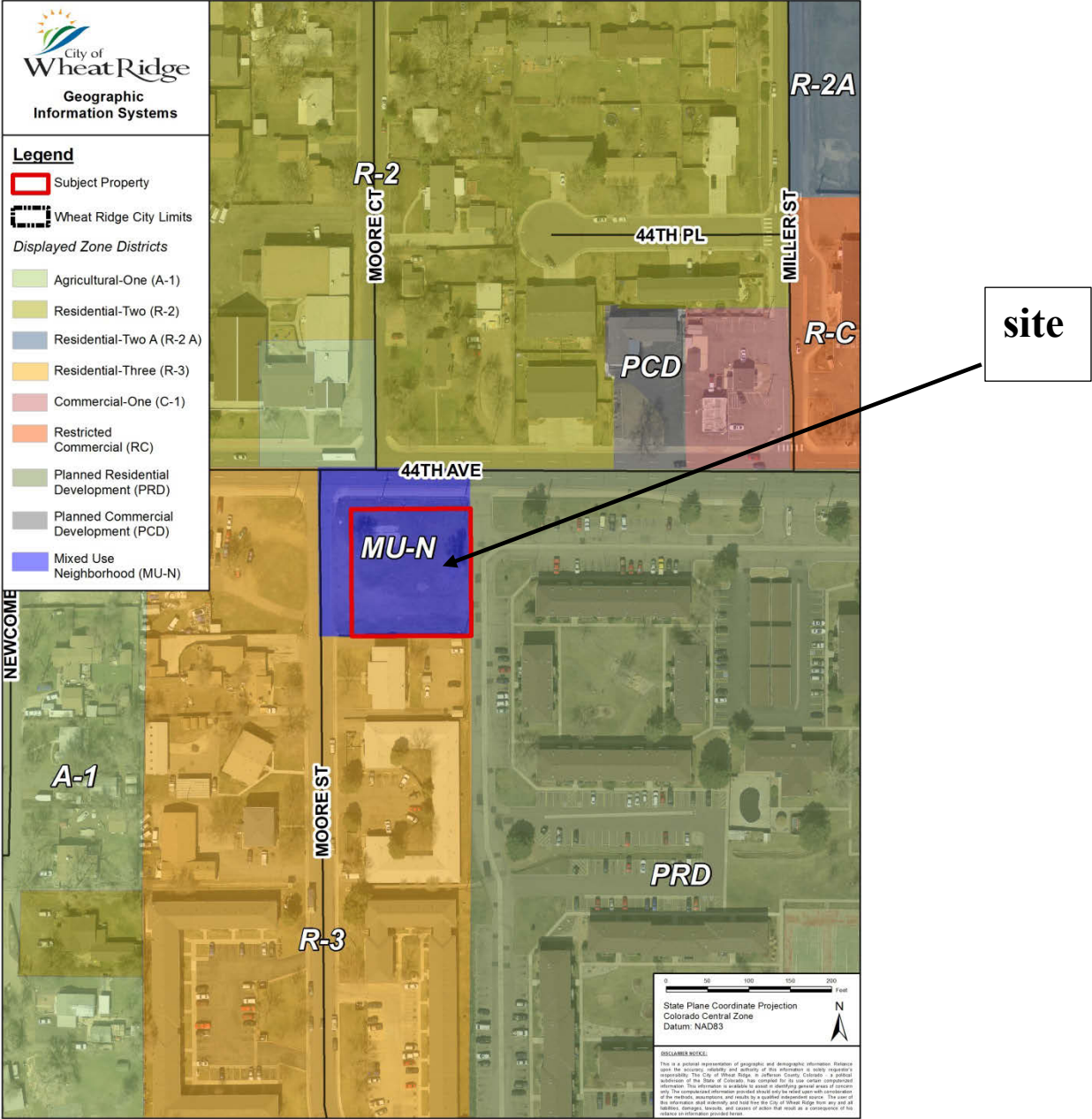
**OPTION B:**

"I move to recommend DENIAL of Case No. WS-17-03, a request for approval of an 11-lot subdivision plat for property located at 10590 W. 44<sup>th</sup> Avenue, for the following reasons:

- 1.
- 2."



# Exhibit 2 – Zoning Map





### Exhibit 3 – Site Photos



Looking south on  
Moore Street –  
subject property is to  
the left



View from Moore  
Street towards  
southern part of the  
site



View from Moore  
Street towards  
northern part of the  
site



Looking west at the  
intersection of 44<sup>th</sup>  
and Moore





View south from  
44th towards  
eastern part of  
property



View south from  
44th towards western  
part of property

## **Exhibit 4 – Proposed Subdivision Plat**

CLEAR CREEK TOWNHOMES SUBDIVISION  
A RE-SUBDIVISION OF A PORTION OF LOT 19, JAYLARRY SUBDIVISION  
LOCATED IN THE N.E. 1/4 SECTION 21, T3S, R69W, 6TH P.M.  
CITY OF WHEAT RIDGE, COUNTY OF JEFFERSON, STATE OF COLORADO

10590 W. 44TH AVENUE  
SHEET 1 OF 2

SURVEYOR'S CERTIFICATE:

I Randy Fortuin, PLS 27263 do hereby certify that the survey of the boundary of **CLEAR CREEK TOWNHOMES SUBDIVISION** was made by me or under my direct supervision and to the best of my knowledge, information and belief, in accordance with all applicable Colorado statutes, current revised edition as amended, the accompanying plot accurately represents said survey.

Randy Fortuin, PLS 27263  
Job No: 2316  
Date August 20, 2018  
For and on Behalf of CBM Surveys, Inc.

NOTICE:

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

DEVELOPMENT NOTE:

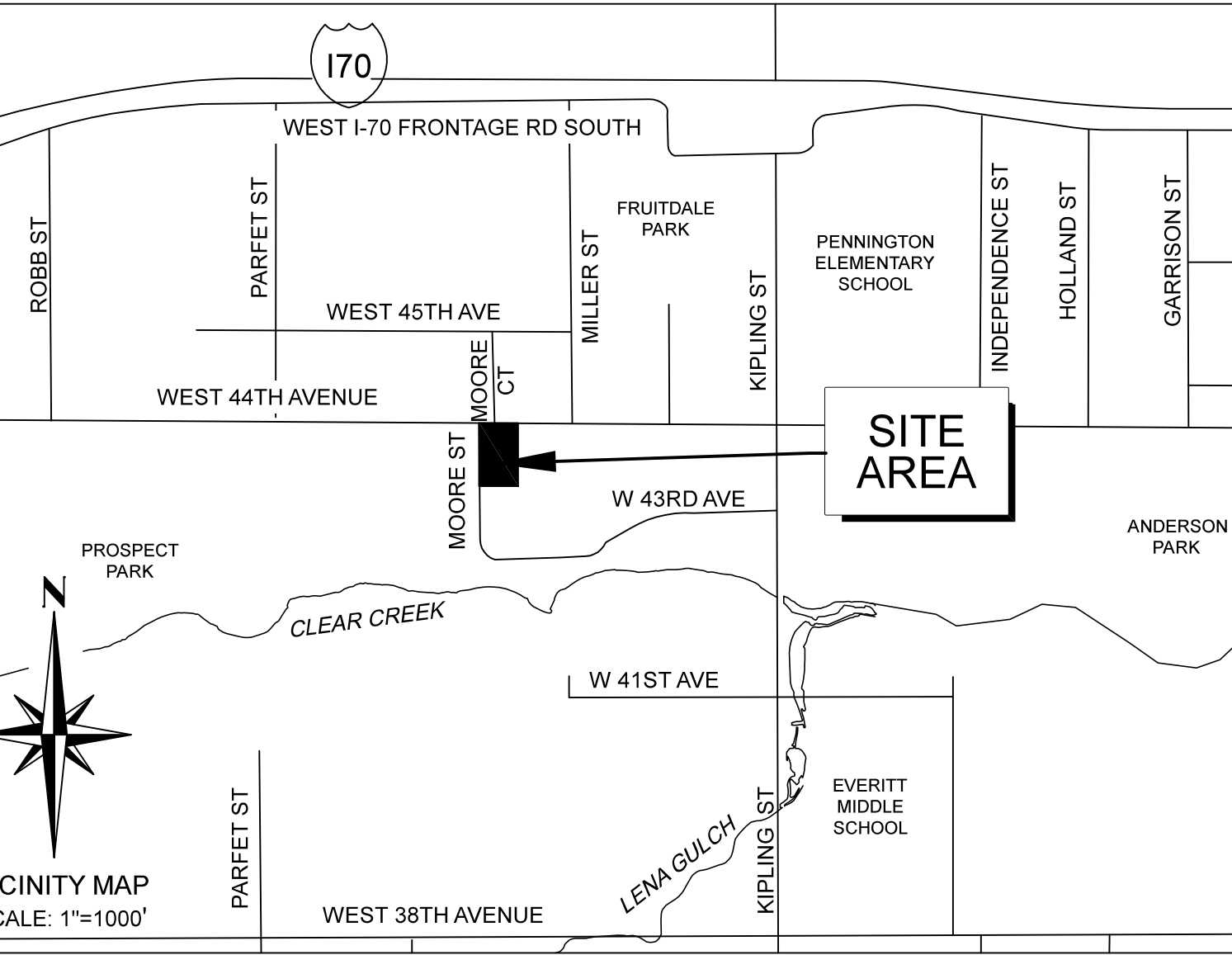
THIS PLAT CONTAINS LOTS, BLOCKS, OR OTHER LAND INTENDED FOR THE DEVELOPMENT OF OWNER–OCCUPIED MULTI–FAMILY DWELLING UNITS OR ASSOCIATED COMMON AREAS, LIMITED COMMON ELEMENTS, OR IMPROVEMENTS (THE "MULTI–FAMILY DEVELOPMENT AREA"). TO THE EXTENT THAT THE FOLLOWING CLAIMS INVOLVE ANY MULTI–FAMILY DEVELOPMENT AREA (OR THE IMPROVEMENTS THEREON) WITHIN THE PROPERTY COVERED BY THIS PLAT, SUCH CLAIMS SHALL BE SUBMITTED TO BINDING ARBITRATION IN LIEU OF SUBMITTING ANY SUCH CLAIM TO A COURT OF LAW.

ANY AND ALL CLAIMS THAT ALLEGE A CONSTRUCTION DEFECT AS DEFINED AT SECTION 26–1302 OF THE CODE OF LAWS AND: (1) ARE BETWEEN ANY TWO OR MORE OF THE FOLLOWING PERSONS OR ENTITIES: (A) ANY OWNER OF ANY PORTION OF THE MULTI–FAMILY DEVELOPMENT AREA, (B) ANY COMMON INTEREST COMMUNITY ASSOCIATION CREATED WITH RESPECT TO THE MULTI–FAMILY DEVELOPMENT AREA, (C) THE SUBDIVIDER, DEVELOPER, CONTRACTOR, OR ANYONE CLAIMING UNDER OR THROUGH ANY SUCH PERSONS, (D) ANY PARTY THAT CONSTRUCTS OR DESIGNS ANY PORTION OF ANY RESIDENTIAL DWELLING UNITS UPON THE MULTI–FAMILY DEVELOPMENT AREA, AND (E) ANY CONSTRUCTION PROFESSIONAL AS DEFINED IN THE CONSTRUCTION DEFECT ACTION REFORM ACT, C.R.S. § 13–80–802.5, ET SEQ., AS AMENDED ("CDARA"); AND (2) THAT PERTAINS TO ANY OF: (A) THE MULTI–FAMILY DEVELOPMENT AREA, (B) ANY DWELLING UNIT, COMMON AREA DEVELOPMENT STRUCTURE, LIMITED COMMON ELEMENTS, OR OTHER IMPROVEMENTS CONSTRUCTED ON THE MULTI–FAMILY DEVELOPMENT AREA, (C) THE COMMON INTEREST COMMUNITY TO BE CREATED FOR THE MULTI–FAMILY DEVELOPMENT AREA OR ANY PORTION THEREOF, OR (D) THE DECLARATION OR OTHER DOCUMENTS GOVERNING SUCH COMMUNITY.

THE FOREGOING SHALL NOT PRECLUDE ANY OF THE PERSONS OR ENTITIES DESCRIBED ABOVE FROM ENDEAVORING TO RESOLVE ANY SUCH CLAIM(S) THROUGH EITHER NEGOTIATION OR MEDIATION BEFORE SUBMITTING SUCH CLAIM(S) TO BINDING ARBITRATION. ADDITIONALLY, THE MULTI–FAMILY DEVELOPMENT AREA MAY ALSO BE SUBJECT TO A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS THAT MAY IMPLEMENT AND EXPAND UPON THE REQUIREMENTS OF THIS PLAT NOTE AND THAT MAY EXEMPT CERTAIN CLAIMS FROM THE REQUIREMENT THAT SUCH CLAIMS MUST BE SUBMITTED TO BINDING ARBITRATION, PROVIDED, HOWEVER, THAT ANY SUBSEQUENT AMENDMENT OR CHANGE TO SUCH DECLARATION OF COVENANTS, CONDITIONS OR RESTRICTION SHALL NOT ELIMINATE THIS REQUIREMENT THAT CONSTRUCTION DEFECT CLAIMS SHALL BE SUBMITTED TO BIDDING ARBITRATION IN LIEU OF SUBMITTING ANY SUCH CLAIM TO A COURT OF LAW.

FOR PURPOSES OF THIS PLAT NOTE, BINDING ARBITRATION SHALL MEAN SUBMISSION OF ANY CLAIM DESCRIBED ABOVE TO THE ARBITRATION SERVICE PROVIDER SPECIFIED IN THE DECLARATION OR OTHER GOVERNING DOCUMENTS OF THE COMMON INTEREST COMMUNITY, IF QUALIFIED PURSUANT TO THE UNIFORM ARBITRATION ACT, PART 2 OF ARTICLE 22 OF TITLE 13, C.R.S., AND, IF NOT, AN ARBITRATION SERVICE PROVIDER SO QUALIFIED IN SUCH ARBITRATION; THE COSTS AND EXPENSES OF ARBITRATION TO BE BORNE EQUALLY BY THE PARTIES.

ALL FUTURE PURCHASERS OF ANY INTEREST IN THE MULTI–FAMILY DEVELOPMENT AREA ARE DEEMED TO HAVE ACCEPTED AND AGREED TO THE TERMS AND CONDITIONS OF THIS PLAT NOTE AND SHALL BE BOUND BY THE PLAT NOTE, WHICH IS RECORDED IN THE JEFFERSON COUNTY CLERK AND RECORDER'S OFFICE, DEEMED TO BE A COVENANT RUNNING WITH THE MULTI–FAMILY DEVELOPMENT AREA, AND BINDING UPON ALL SUCCESSORS IN INTEREST, GRANTEES, OWNERS, HEIRS, ASSIGNS, AND ALL OTHERS WHO ACQUIRE AN INTEREST IN OR TO THE MULTI–FAMILY DEVELOPMENT AREA, TOGETHER WITH ANY COMMON INTEREST COMMUNITY ASSOCIATION ASSOCIATED THEREWITH.



1) SURVEY NOTES:

- a. Per Colorado Revised Statutes Sec. 38–51–106 (L), all lineal units depicted on this Land Survey Plat are U.S. Survey Feet. One Meter equals 39.37 divided by 12 U.S. Survey Feet according to the National Institute of Standards and Technology.
- b. The geodetic point coordinate data shown herein has been derived from the NAD 83 HARN State Plane Colorado Central FIPS 0502 Coordinate System, and has a horizontal Accuracy Classification of 0.07 U.S. Survey Feet at the 95% Confidence level, as defined in the Geospatial Positioning Accuracy Standards of the Federal Geodetic Control Subcommittee (FGDC–STD–007.2–1998).

2) BASIS OF BEARING STATEMENT:

Bearings are based on City of Wheat Ridge Point #15309 (N:705737.48, E:107869.65) being the South Quarter Corner of Section 21 and Point #13309 (N:711030.76, E:107841.07) being the North Quarter Corner of Section 21 both representing the north–south centerline of Section 21, Township 3 South, Range 69 West of the 6th P.M. with a City of Wheat Ridge horizontal Coordinate System (see Note 3(a) below) bearing of N00°18'34"W. The monuments for these two corners are described graphically hereon and being 3.25" Brass Caps, PLS 13212.

3) GEODETIC NOTES:

- a. The Current City Datum Coordinate System used is a ground–based modified form of the NAD 83–92 State Plane Coordinate System, Colorado Central Zone 0502.
- b. Vertical Datum used is the North American Vertical Datum of 1988 (NAVD88).
- c. Ground to Grid combined Scale Factor is 0.99974780300, scaled from base point PHAC 1 (Permanent High Accuracy Control Point #1) having the following NAD 83–92 State Plane coordinates: PHAC1: Northing: 1701258.75, Easting: 3118217.58, Elevation: 5471.62.

4) ON SITE ZONING:

The property described herein is Zoned MU–N (Mixed Use – Neighborhood)

5) FLOODPLAIN DESIGNATION:

By graphic plotting only the property described hereon falls within the Federal Insurance Rate Map, Community Panel No. "08059C0213F" (dated February 05, 2014) Said Parcel hereon falls in Zone "X" described as "Areas determined to be outside the 0.2% annual chance floodplain and Areas of 0.2% annual chance flood".

6) PREVIOUS EASEMENTS:

This Plat Supersedes all previous Plats, Development Plans and Easement documents. All Easements previously established or granted by Plat, Development Plan, or by separate Easement document over the subject property are hereby Terminated, Extinguished, and Removed by this Plat and replaced by the Easements shown herein.

7) TOWNHOME LOTS:

Individual Townhouse Lots Shall Not be developed for any purpose other than Townhomes.

8) LOT LINES NOTE:

Lots 1 through 11 and Tracts A through B are Hereby Created by this Plat.

9) DETENTION TRACT NOTE:

The stormwater detention/water quality area here shown as "TRACT A" shall be constructed and maintained by the owner and subsequent owners, heirs, successors and assigns. In the event that such construction and maintenance is not performed by said owner, the City of Wheat Ridge shall have the right to enter such area and perform necessary work, the cost of which said owner, heirs, successors, and assigns agrees to pay. No building or structure will be constructed in the detention area and no changes or alterations affecting the hydraulic characteristics of the detention area will be made without the approval of the Director of Public Works.

OWNER'S CERTIFICATE:

I, Slawomir Golabek, being the owner of real property containing 25,301 square feet (0.5808 acres), more or less, described as follows:

A parcel of land located in a portion of Lot 19, JAYLARRY SUBDIVISION, recorded at Reception Number 54565865 being Book 12, Page 32 dated January 5, 1954 at the Jefferson County clerk and recorders office, situated in the Northeast Quarter of Section 21, Township 3 South, Range 69 West of the 6th Principal Meridian, City of Wheat Ridge, County of Jefferson, State of Colorado, being more particularly described as follows:

COMMENCING at the South Quarter Corner of said Section 21;  
WHENCE the North Quarter Corner of said Section 21 bears N00°18'34"W with all bearings hereafter relative to this bearing;  
THENCE N14°05'29"E, a distance of 3,146.92 feet to the POINT OF BEGINNING;

THENCE N00°18'34"W along the westerly line of said Lot 19 and tangent with the following described curve, a distance of 156.68 feet;  
THENCE along a curve to the right with an arc length of 14.05', with a radius of 15.00', a delta of 53°39'38", with a chord bearing of N26°31'16"E, and with a chord length of 13.54';  
THENCE S89°46'44"E, non–tangent to the last described curve and being 33.00 feet southerly of and parallel with the centerline of West 44th Avenue being the southerly line of land described at Reception Number 86039507, a distance of 143.89 feet;  
THENCE S00°18'34"E along the easterly line of said Lot 19, a distance of 168.82 feet;  
THENCE N89°46'44"W along the southerly line of said Lot 19, a distance of 150.01 feet to the POINT OF BEGINNING.

have laid out, subdivided and platted said land as per the drawing hereon contained under the name and style of **CLEAR CREEK TOWNHOMES SUBDIVISION**, a subdivision of a part of the City of Wheat Ridge, Colorado and by these presents do dedicate to the City of Wheat Ridge and those municipally owned and/or municipally franchised utilities and services those portions of real property shown as easements for the construction, installation, operation, maintenance, repair and replacement for all services. This includes but is not limited to telephone and electric lines, gas lines, water and sanitary sewer lines, hydrants, storm water systems and pipes, detention ponds, street lights and all appurtenances thereto.

Owner: Slawomir Golabek

State of Colorado }  
County of Jefferson } SS

The foregoing instrument was acknowledged before me this  
\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_.

Witness my hand and official seal. My commission expires: \_\_\_\_\_

Notary Public

PLANNING COMMISSION CERTIFICATION:

Recommended for Approval this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the Wheat Ridge Planning Commission.

Chairperson

CITY CERTIFICATION:

Approved this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by the Wheat Ridge City Council.

ATTEST

City Clerk

Mayor

Community Development Director

Director of Public Works

COUNTY CLERK AND RECORDERS CERTIFICATE:

State of Colorado }  
County of Jefferson } SS

I hereby certify that this plat was filed in the office of the

County Clerk and Recorder of Jefferson County at

Golden, Colorado, at \_\_\_\_\_ O'Clock\_\_\_\_. M. on the

\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at

Reception No. \_\_\_\_\_.


JEFFERSON COUNTY CLERK AND RECORDER

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

SHEET INDEX

DESCRIPTION	NUMBER
COVER SHEET	1 OF 2
PLAN VIEW	2 OF 2

COVER SHEET

CASE HISTORY	CBM SURVEYS, INC. LAND SURVEYING SERVICES	1418 S. Addison Ct. Aurora, CO 80018 720-373-8376 cbmsurveys@comcast.net	<div>CBM</div> <div></div> <div>SURVEYS</div>	
WZ-15-04- ZONE CHANGE				
WSP-16-03-WITHDRAWN				
WS-16-01-WITHDRAWN				
WSP-17-07-SITE PLAN				
WS-17-03-THIS APPLICATION	CLEAR CREEK TOWNHOMES SUBDIVISION A RE-SUBDIVISION OF A PORTION OF LOT 19, JAYLARRY SUBDIVISION  N.E. 1/4, SECTION 21, T3S, R69W, 6TH P.M. CITY OF WHEAT RIDGE, COUNTY OF JEFFERSON, STATE OF COLORADO			
	Drawn: RF	Date: 07-02-2018	Scale: N/A	1 of 2
	Check: JF	Job Number: 2316	2316-SUB.DWG	



N. 1/4. COR. SECTION 21, T3S, R69W, 6TH P.M.  
FOUND 3.25" BRASS CAP, PLS 13212 IN CONC.  
CITY OF WHEAT RIDGE PT. NO. 13309  
NORTHING = 711030.76  
EASTING = 107841.07  
ELEVATION = 5383.92  
LATITUDE = 39°47'01.6298" N  
LONGITUDE = 105°07'08.6709" W

# CLEAR CREEK TOWNHOMES SUBDIVISION

## A RE-SUBDIVISION OF A PORTION OF LOT 19, JAYLARRY SUBDIVISION

### LOCATED IN THE N.E. 1/4 SECTION 21, T3S, R69W, 6TH P.M.

#### CITY OF WHEAT RIDGE, COUNTY OF JEFFERSON, STATE OF COLORADO

N.E. COR. SECTION 21, T3S, R69W, 6TH P.M.  
FOUND 3.25" BRASS CAP, PLS 13212 IN R.B.  
CITY OF WHEAT RIDGE PT. NO. 13409  
NORTHING = 711055.95  
EASTING = 110500.46  
ELEVATION = 5366.21  
LATITUDE = 39°47'01.7335" N  
LONGITUDE = 105°06'34.6934" W

10590 W. 44TH AVENUE

SHEET 2 OF 2

LOT 15  
MARLIN SUBDIVISION  
ZONED A-1

LOT 1  
MARLIN SUBDIVISION  
ZONED R-2

TRACT PURPOSE

THE PURPOSE OF TRACT A IS FOR STORM WATER DETENTION AND WATER QUALITY FULLY ENCUMBERED BY A STORM WATER DETENTION EASEMENT TO THE BENEFIT OF THE CITY OF WHEAT RIDGE (REFER TO DETENTION TRACT NOTE ON SHEET 1).

TRACT B IS NON-BUILDABLE FOR THE PURPOSE OF ACCESS, DRAINAGE AND UTILITIES.

LOT SUMMARY TABLE  
(VALUES ARE MORE OR LESS)

Area	Sq. Feet	Acres
LOT 1	1,643	0.0377
LOT 2	1,541	0.0354
LOT 3	1,541	0.0354
LOT 4	1,541	0.0354
LOT 5	2,305	0.0529
LOT 6	1,634	0.0375
LOT 7	1,492	0.0343
LOT 8	1,492	0.0343
LOT 9	1,492	0.0343
LOT 10	1,492	0.0343
LOT 11	2,173	0.0499
TRACT A	1,516	0.0348
TRACT B	5,198	0.1193
ROW	242	0.0056
ROW	423	0.0097

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	4.71'	3.00'	90°00'00"	S44°46'44"E	4.24'
C2	4.71'	3.00'	90°00'00"	S45°13'16"W	4.24'

LINE TABLE

LINE	BEARING	DISTANCE
L1	S00°13'16"W	4.00'
L2	S89°46'44"E	6.75'
L3	S00°13'16"W	4.00'
L4	S89°46'44"E	6.75'
L5	S00°13'16"W	10.00'
L6	N89°46'44"W	10.60'
L7	N89°46'44"W	10.38'
L8	S00°13'16"W	12.00'
L9	S00°13'16"W	4.00'
L10	N89°46'44"W	6.75'
L11	N00°13'16"E	4.00'
L12	N89°46'44"W	6.75'
L13	N00°13'16"E	4.00'
L14	N89°46'44"W	6.75'
L15	N89°46'44"W	2.00'
L16	S00°13'16"W	4.00'
L17	S89°46'44"E	6.75'

BOUNDARY COORDINATES

(A)	N: 708789.69 E: 108637.32
(B)	N: 708952.92 E: 108636.44
(C)	N: 708958.49 E: 108641.02
(D)	N: 708957.94 E: 108784.92
(E)	N: 708789.12 E: 108785.83

LOT 2, JAYLARRY  
REC. NO. 94022140  
ZONED R3

LOT 18, JAYLARRY  
REC. NO. 2015070205  
ZONED R3

LEGEND

- ALIQUOT CORNER AS NOTED
- SET #5 REBAR WITH PLASTIC CAP, PLS 27263
- LOT / TRACT LINE HEREBY CREATED BY THIS PLAT
- SUBDIVISION BOUNDARY LINE
- WHENCE LINE FROM ALIQUOT CORNERS
- CENTER LINE OF RIGHT OF WAYS
- BLOCK LINE
- SECTION LINE
- EASEMENT LINE

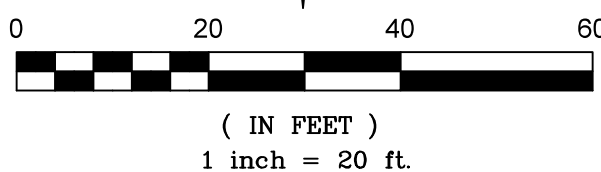
SHEET INDEX

DESCRIPTION	NUMBER
COVER SHEET	1 OF 2
PLAN VIEW	2 OF 2

POINT OF COMMENCEMENT

S. 1/4 COR. SECTION 21, T3S, R69W, 6TH P.M.  
FOUND 3.25" BRASS CAP, PLS 13212 IN R.B.  
CITY OF WHEAT RIDGE PT. NO. 15309  
NORTHING = 705737.48  
EASTING = 107869.65  
ELEVATION = 5402.08  
LATITUDE = 39°46'09.3304" N  
LONGITUDE = 105°07'08.5892" W

Randy Fortuin, PLS 27263  
Job No: 2316  
Date August 20, 2018  
For and on Behalf of CBM Surveys, Inc.

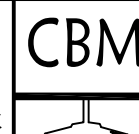


E. 1/4 COR. SECTION 21, T3S, R69W, 6TH P.M.  
FOUND 3.25" BRASS CAP, PLS 13212 IN R.B.  
CITY OF WHEAT RIDGE PT. NO. 14409  
NORTHING = 708404.03  
EASTING = 110507.70  
ELEVATION = 5368.01  
LATITUDE = 39°46'35.5655" N  
LONGITUDE = 105°06'34.6668" W

PLAN VIEW

CBM SURVEYS, INC.  
LAND SURVEYING SERVICES

1418 S. Addison Ct.  
Aurora, CO 80018  
720-373-8376  
cbmsurveys@comcast.net



CLEAR CREEK TOWNHOMES SUBDIVISION  
A RE-SUBDIVISION OF A PORTION OF  
LOT 19, JAYLARRY SUBDIVISION

N.E. 1/4, SECTION 21, T3S, R69W, 6TH P.M.  
CITY OF WHEAT RIDGE, COUNTY OF JEFFERSON, STATE OF COLORADO

Drawn: RF  
Check: JF

Date: 07-02-2018  
Job Number: 2316

Scale: 1"=20'  
2316-SUB.DWG

2 of 2

- A. **Case No. WS-17-03**: an application filed by Slawomir Golabek for approval of an 11-lot subdivision for townhomes for property located at 10590 West – 44<sup>th</sup> Avenue.

Ms. Reckert gave a short presentation regarding the major subdivision and the application. She entered into the record the contents of the case file, packet materials, the zoning ordinance, and the contents of the digital presentation. She stated the public notice and posting requirements have been met, therefore the Planning Commission has jurisdiction to hear this case.

Commissioner VOS asked if the height limit in the MU-N zone district is 50 feet.

Ms. Reckert confirmed the height in MU-N can be 50 feet, but if the use is residential then the height is limited to 35 feet, which can be 3 stories.

Commissioner VOS inquired about Tract B and if it is going to be an in and out drive.

Ms. Reckert confirmed it will be in and out on Moore Street because there is no access to the east.

Commissioner VOS also asked that substandard sidewalk to be defined.

Ms. Reckert explained that the existing public improvements along W. 44<sup>th</sup> Avenue are substandard there is curb/gutter with a 5-foot detached sidewalk; current standards are curb/gutter with a 6-foot amenity zone and a 6-foot sidewalk. Ms. Reckert added that because the improvements on either side are non-conforming Public works asking for fees in lieu of construction so they can do a bigger project when more funds are accumulated.

Commissioner DORSEY asked what size the sidewalk will be on Moore Street.

Ms. Reckert said it will be 5 feet because it is a local street..

Commissioner OHM asked what the 3-foot measurement on the plat is for and if it is going to be sidewalk.

Ms. Reckert said that it is a 3-foot right-of-way dedication that was dedicated in 1986. Staff is recommending a condition that adds the reception number for the dedication on the plat graphic.

Commissioner OHM asked if the proposed sidewalk on Moore Street will connect to the existing sidewalk on 44<sup>th</sup> Avenue.

Mr. Reckert confirmed the sidewalks will connect.

**Slawomir Golabek, Applicant  
5745 S Andes Street, Aurora**

Mr. Golabek mentioned he has owned the said property for 3 years and is looking forward to developing it.

There were no questions for the applicant.

**It was moved by Commissioner OHM and seconded by Commissioner DORSEY to recommend APPROVAL of Case No. WS-17-03, a request for approval of an 11-lot subdivision plat for property located at 10590 W. 44<sup>th</sup> Avenue, for the following reasons:**

- 1. All requirements of the Subdivision Regulations have been met.**
- 2. The plat is consistent with zoning on the property.**
- 3. Utility districts can serve the property with improvements installed at the developer's expense.**

**With the following conditions:**

- 1. A note should be added to the previous right-of-way dedication for 44<sup>th</sup> Avenue with the reception number of the dedication.**
- 2. A Subdivision Improvement Agreement shall be executed with required security prior to recordation of the subdivision plat.**
- 3. The developer shall pay parks fees at the time of plat recording in the amount of \$27,470.19.**
- 4. The Homeowners' Association covenants shall be reviewed and approved by Staff prior to issuance of a building permit.**

**Motion carried 7-0.**

**REQUEST FOR CITY COUNCIL ACTION**

**TITLE: COUNCIL BILL NO. 27-2018 – AN ORDINANCE APPROVING AN AMENDMENT TO THE OUTLINE DEVELOPMENT PLAN FOR THE CAMELOT CLUB APARTMENTS PLANNED RESIDENTIAL DEVELOPMENT (PRD) FOR PROPERTY LOCATED AT 4635 AND 4665 KIPLING STREET (CASE NO. WZ-18-03/KIPLING VILLAGE)**

- |   |   |
|---|---|
| <input type="checkbox"/> PUBLIC HEARING | <input checked="" type="checkbox"/> ORDINANCES FOR 1 <sup>ST</sup> READING (10/08/2018) |
| <input type="checkbox"/> BIDS/MOTIONS   | <input type="checkbox"/> ORDINANCES FOR 2 <sup>ND</sup> READING (11/26/2018)            |
| <input type="checkbox"/> RESOLUTIONS    |   |

QUASI-JUDICIAL: ☒ YES ☐ NO

  
Community Development Director

  
City Manager

**ISSUE:**

The applicant is requesting approval of an amendment to the Outline Development Plan for the Camelot Club Apartments Planned Residential Development (PRD) located at 4635 and 4665 Kipling Street. The purpose of the amendment is to expand the uses allowed within two buildings on the property, to adjust the sign allowance, and to modernize the original planned development documents that date from 1969.

The subject area includes two parcels of land, the total size of which is approximately 7 ½ acres.

**PRIOR ACTION:**

Planning Commission heard the request at a public hearing on September 20, 2018 and recommended approval. The staff report and meeting minutes from the Planning Commission meeting will be included with the ordinance for second reading.

**FINANCIAL IMPACT:**

The request is not expected to have a direct financial impact on the City. Fees in the amount of \$2,700.00 were collected for the review and processing of Case No. WZ-18-03.

**BACKGROUND:**

The subject property, also known as the Kipling Village Apartments, is located on the west side of Kipling Street south of Interstate 70 and the Frontage Road, and was constructed in 1970. The purpose of this request is to modify the original Official Development Plan for the property, which was approved by Jefferson County in 1969. The modifications will modernize the Planned Development document so that it meets current content and formatting standards. It will also allow for additional residential uses in two smaller structures originally intended to be solely commercial/retail spaces.

Modification to permitted uses for a Planned Development requires modifying the Outline Development Plan (ODP). Because the ODP is the document that establishes the zoning, any proposed modifications or updates to this document is processed as a zone change. Despite the fact that this is processed as a zone change, most of the existing improvements on the property will remain the same. There is no change to the exterior or footprints of the existing structures.

*Surrounding Land Uses*

The property is surrounded by various commercial, residential, and public uses. To the south is a multi-family property, part of the Kipling Village apartment community, but zoned Residential-Three (R-3) and thus not part of this zone change. Along Lee Street to the west are some single-family homes, condominiums, and the City's Fruitdale Park. To the north, abutting the I-70 / Kipling Street interchange are several properties with a variety of commercial, retail and service establishments. To the east of the subject property is a large vacant piece of land that was recently rezoned to Mixed Use-Commercial (MU-C).

*Current and Proposed ODP*

The existing conditions on the property largely reflect the original zoning approval, with ten total buildings: eight for high density residential, and two for "general retail/office." Each of these retail/office buildings are oriented towards Kipling Street and have a footprint of approximately 2,800 square feet. One structure is two stories tall, while the other is two stories with a garden level basement. Per the approved 1969 ODP, the only permitted uses for these two structures is "service and recreation buildings, including game rooms, barber shop, beauty shop, dry cleaners, and neighborhood grocery store."

The applicant proposes to modernize this list of permitted uses with more relevant commercial and retail establishments, and with the addition of residential uses. The context of Kipling Street has changed significantly since 1969 and the viability of commercial uses in these structures has diminished, making residential units a more appropriate and practical use. The property currently has 220 units; the amended ODP would allow no more than 228 units on the property.



Another change from the original zoning document is the sign allowance, which is being reduced in size, height, and setback. The remaining changes are minor in nature, for example, removing “sauna baths” from the list of permitted uses in the residential buildings.

Staff is recommending approval of the ODP amendment, the findings for which will be included in the staff report at second reading.

**RECOMMENDED MOTION:**

“I move to approve Council Bill No. 27-2018 an ordinance approving an amendment to the Outline Development Plan for the Camelot Club Apartments Planned Residential Development (PRD) for property located at 4635 and 4665 Kipling Street on first reading for the sole purpose of ordering it published and for a public hearing set for Monday, November 26, 2018, at 7 p.m. in City Council Chambers.”

**REPORT PREPARED/REVIEWED BY:**

Zack Wallace Mendez, Planner II

Lauren Mikulak, Planning Manager

Kenneth Johnstone, Community Development Director

**ATTACHMENTS:**

1. Council Bill No. 27-2018

**CITY OF WHEAT RIDGE**  
**INTRODUCED BY COUNCIL MEMBER \_\_\_\_\_**  
**COUNCIL BILL NO. 27**  
**ORDINANCE NO. \_\_\_\_\_**  
Series of 2018

**TITLE: AN ORDINANCE APPROVING AN AMENDMENT TO THE OUTLINE DEVELOPMENT PLAN FOR THE CAMELOT CLUB APARTMENTS PLANNED RESIDENTIAL DEVELOPMENT (PRD) FOR PROPERTY LOCATED AT 4635 AND 4665 KIPLING STREET (CASE NO. WZ-18-03/KIPLING VILLAGE)**

**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**, Kipling Village, LLC has submitted a land use application for approval of an amendment to the Outline Development Plan for the Camelot Club Apartments Planned Residential Development (PRD) for property located at 4635 and 4665 Kipling Street; and,

**WHEREAS**, the City of Wheat Ridge has adopted a comprehensive plan—*Envision Wheat Ridge*—which calls for a neighborhood buffer along the west side of Kipling Street between 44<sup>th</sup> Avenue and Interstate 70; and,

**WHEREAS**, the amendment will modernize the zoning documents for the property and allow for additional investment and reinvestment in the community; and,

**WHEREAS**, the City of Wheat Ridge Planning Commission held a public hearing on September 20, 2018 and voted to recommend approval of rezoning the property to Planned Residential Development (PRD),

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

**Section 1.** Upon application by Kipling Village, LLC for approval of a zone change ordinance approving an amendment to the Outline Development Plan for the Camelot Club Apartments Planned Residential Development (PRD) for property located at 4635 and 4665 Kipling 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 A:  
THE SOUTH 1/2 MORE OR LESS, CAMELOT CLUB APARTMENTS,  
ACCORDING TO THE RECORDED PLAT THEREOF, COUNTY OF  
JEFFERSON, STATE OF COLORADO, DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHEAST CORNER OF THE PLAT OF CAMELOT  
CLUB APARTMENTS, THENCE SOUTH ALONG THE EAST BOUNDARY LINE

THEREOF A DISTANCE OF 263.11 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;THENCE SOUTH ALONG SAID EAST BOUNDARY LINE 263.11 FEET TO THE SOUTHEAST CORNER OF THE PLAT OF CAMELOT CLUB APARTMENTS;THENCE WEST ALONG THE SOUTH BOUNDARY LINE OF THE PLAT OF CAMELOT CLUB APARTMENTS, A DISTANCE OF 619.17 FEET TO THE SOUTHWEST CORNER OF SAID PLAT OF CAMELOT CLUB APARTMENTS;THENCE NORTH ALONG THE WEST BOUNDARY LINE OF THE PLAT OF CAMELOT CLUB APARTMENTS A DISTANCE OF 261.185 FEET TO A POINT ON SAID WEST BOUNDARY LINE THEREOF, WHICH IS 261.185 FEET SOUTH OF THE NORTHWEST CORNER OF SAID PLAT OF CAMELOT CLUB APARTMENTS;THENCE EAST 619.36 FEET, MORE OR LESS, TO THE POINT OF BEGINNING,COUNTY OF JEFFERSON, STATE OF COLORADO, EXCEPT THE EAST 3 FEET OF THE NORTH 200 FEET OF THE SOUTH 263.11 FEET OF CAMELOT CLUB APARTMENTS.

PARCEL C:

A TRACT OF LAND LOCATED IN THE NE1/4 OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH P.M. DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NE1/4 OF SAID SECTION 21; THENCE SOUTH 0 DEGREES 22 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF THE NE1/4 OF SAID SECTION 21, A DISTANCE OF 1193.40 FEET, TO THE NORTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED IN BOOK 1013 AT PAGE 343 OF THE JEFFERSON COUNTY RECORDS; THENCE SOUTH 89 DEGREES 14 MINUTES 49 SECONDS WEST PARALLEL WITH THE NORTH LINE OF THE NE1/4 OF SAID SECTION 21 AND ALONG THE NORTH LINE OF THAT TRACT DESCRIBED IN SAID BOOK 1013 AT PAGE 343, A DISTANCE OF 45.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 14 MINUTES 49 SECONDS WEST PARALLEL WITH THE NORTH LINE OF SAID NE1/4 AND ALONG THE NORTH LINE OF THAT TRACT AS DESCRIBED IN BOOK 1013 AT PAGE 343 AND IT'S WESTERLY EXTENSION A DISTANCE OF 619.11 FEET TO A POINT ON THE WEST LINE OF THE E1/2 OF THE NE1/4 OF SECTION 21; THENCE NORTH 0 DEGREES 24 MINUTES 24 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 4.29 FEET TO THE SOUTHWEST CORNER OF THE CAMELOT CLUB APARTMENTS, A SUBDIVISION RECORDED IN THE OFFICIAL RECORDS OF JEFFERSON COUNTY; THENCE NORTH 89 DEGREES 36 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID CAMELOT CLUB APARTMENTS, A DISTANCE OF 619.10 FEET TO THE SOUTHEAST CORNER OF SAID CAMELOT CLUB APARTMENTS; THENCE SOUTH 0 DEGREES 22 MINUTES 00 SECONDS EAST PARALLEL WITH THE EAST LINE OF THE NE1/4 AND 45.00 FEET WESTERLY, A DISTANCE OF 0.48 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF JEFFERSON, STATE OF COLORADO.

PARCEL D:

THE NORTH 1/2 OF CAMELOT CLUB APARTMENTS, ACCORDING TO THE RECORDED PLAT THEREOF, COUNTY OF JEFFERSON, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE PLAT OF CAMELOT CLUB APARTMENTS; THENCE SOUTH ALONG THE EAST BOUNDARY LINE THEREOF A DISTANCE OF 263.11 FEET TO A POINT; THENCE WEST 619.54 FEET, MORE OR LESS, TO A POINT ON THE WEST BOUNDARY LINE OF SAID PLAT WHICH IS 261.185 FEET SOUTH OF THE NORTHWEST CORNER OF THE PLAT OF CAMELOT CLUB APARTMENTS; THENCE NORTH 261.185 FEET, MORE OR LESS TO THE NORTHWEST CORNER OF SAID PLAT; THENCE EAST ALONG THE NORTH BOUNDARY LINE OF THE PLAT OF CAMELOT CLUB APARTMENTS A DISTANCE OF 619.54 FEET MORE OR LESS TO THE POINT OF BEGINNING, COUNTY OF JEFFERSON, STATE OF COLORADO, EXCEPT THE SOUTH 200.00 FEET OF THE NORTH 263.11 FEET OF THE EAST 3.00 FEET THEREOF.

**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 8<sup>th</sup> day of October, 2018, ordered it published with Public Hearing and consideration on final passage set for **Monday, November 26, 2018 at 7:00 o'clock p.m.**, in the Council Chambers, 7500 West 29<sup>th</sup> 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

1<sup>st</sup> publication:

2<sup>nd</sup> publication:

Wheat Ridge Transcript:

Effective Date:

**REQUEST FOR CITY COUNCIL ACTION**

**TITLE: RESOLUTION NO. 64-2018 – A RESOLUTION LEVYING GENERAL PROPERTY TAXES FOR THE YEAR 2018, TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE CITY OF WHEAT RIDGE, COLORADO FOR THE 2019 BUDGET YEAR**

- |   |   |
|---|---|
| <input type="checkbox"/> PUBLIC HEARING         | <input type="checkbox"/> ORDINANCES FOR 1 <sup>ST</sup> READING |
| <input type="checkbox"/> BIDS/MOTIONS           | <input type="checkbox"/> ORDINANCES FOR 2 <sup>ND</sup> READING |
| <input checked="" type="checkbox"/> RESOLUTIONS |   |

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

Levying property taxes for the 2018 fiscal year.

**PRIOR ACTION:**

None

**FINANCIAL IMPACT:**

The City's mill levy will be set at 1.830, raising \$1,011,448 in property tax revenue.

**BACKGROUND:**

Section 39-5-128 of the Colorado Revised Statutes (C.R.S.) requires the Jefferson County Assessor to certify to the City the total valuation for assessment of all taxable property located within the territorial limits of the City of Wheat Ridge. The total net assessed valuation for the City for the year of 2018 is \$552,703,633, which is a decrease of \$7,748,366 compared to the year of 2017. The City is also required by this same section of the C.R.S. to officially certify the property tax mill levy to the Jefferson County Board of County Commissioners by December 15, 2018. The City's property tax mill levy will remain at 1.830 mills for the 2019 budget, generating approximately \$1,011,448 in property tax revenue, a decrease of \$10,686 compared to 2018.

Section 20 of Article X of the Constitution of Colorado, the Taxpayers Bill of Rights (TABOR), restricts increases in property tax revenue to inflation plus local growth (defined as the percentage change in actual value of real property from construction of taxable real property improvements). Wheat Ridge voters exempted the City from this TABOR revenue limitation at the November 2006 election. However, TABOR still restricts the City from raising the property tax mill levy without voter approval unless the mill levy was temporarily reduced in a previous year.

**RECOMMENDATIONS:**

Set the mill levy at 1.830.

**RECOMMENDED MOTION:**

“I move to approve Resolution No. 64-2018, a resolution levying a mill levy of 1.830 on general property taxes for the year 2018, to help defray the costs of government for the City of Wheat Ridge, Colorado for the 2019 budget year.”

Or,

“I move to postpone indefinitely Resolution No. 64-2018, a resolution levying a mill levy of 1.830 on general property taxes for the year 2018, to help defray the costs of government for the City of Wheat Ridge, Colorado for the 2019 budget year for the following reason(s)\_\_\_\_\_.”

**REPORT PREPARED/REVIEWED BY:**

Patrick Goff, City Manager

**ATTACHMENTS:**

1. Resolution No. 64-2018
2. 2018 Certification of Tax Levy

**CITY OF WHEAT RIDGE, COLORADO**  
**RESOLUTION NO. 64**  
**Series of 2018**

**TITLE:   A RESOLUTION LEVYING GENERAL PROPERTY TAXES  
FOR THE YEAR OF 2018, TO HELP DEFRAY THE COSTS  
OF GOVERNMENT FOR THE CITY OF WHEAT RIDGE,  
COLORADO FOR THE 2019 BUDGET YEAR**

**WHEREAS**, the City Council of the City of Wheat Ridge adopted the 2019 annual budget on October 8, 2018 in accordance with the Local Government Budget Law, and;

**WHEREAS**, the amount of money necessary to balance the budget for general operating purposes from real property tax revenue is \$1,011,448, and;

**WHEREAS**, the Local Government Budget Law requires certification of the annual property tax mill levy by December 15, 2018, and;

**WHEREAS**, the total net assessed valuation of all taxable property subject to taxation for the year of 2018 is \$552,703,633 and;

**WHEREAS**, the City for the fiscal year 2018 has determined to levy 1.830 mills on all taxable property within the City;

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

- A.   That for the purpose of meeting all general operating expenses of the City of Wheat Ridge during the 2019 budget year, there is hereby levied a tax of 1.830 mills placed upon each dollar of the total valuation of all taxable property within the City of Wheat Ridge for the year 2018.
- B.   That the Mayor of the City of Wheat Ridge is hereby authorized and directed to immediately certify to the County Commissioners of Jefferson County, Colorado the mill levy for the City of Wheat Ridge as herein above determined and set.

**DONE AND RESOLVED THIS** \_\_\_\_\_ **day of** \_\_\_\_\_, 2018.

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

ATTEST:

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



**CERTIFICATION OF TAX LEVIES for NON-SCHOOL Governments****TO:** County Commissioners<sup>1</sup> of Jefferson County, Colorado.On behalf of the City of Wheat Ridge,  
(taxing entity)<sup>A</sup>the City Council,  
(governing body)<sup>B</sup>of the City of Wheat Ridge,  
(local government)<sup>C</sup>**Hereby** officially certifies the following mills  
to be levied against the taxing entity's GROSS \$ 557,490,617  
assessed valuation of: (GROSS<sup>D</sup> assessed valuation, Line 2 of the Certification of Valuation Form DLG 57<sup>E</sup>)**Note:** If the assessor certified a NET assessed valuation  
(AV) different than the GROSS AV due to a Tax  
Increment Financing (TIF) Area<sup>F</sup> the tax levies must be \$ 552,703,633  
calculated using the NET AV. The taxing entity's total (NET<sup>G</sup> assessed valuation, Line 4 of the Certification of Valuation Form DLG 57)  
property tax revenue will be derived from the mill levy  
multiplied against the NET assessed valuation of:**Submitted:** 10/09/2018 for budget/fiscal year 2019.  
(not later than Dec. 15) (mm/dd/yyyy) (yyyy)

PURPOSE (see end notes for definitions and examples)	LEVY <sup>2</sup>	REVENUE <sup>2</sup>
1. General Operating Expenses <sup>H</sup>	<u>1.830</u> mills	\$ <u>1,011,448</u>
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction <sup>I</sup>	< > mills	\$ < >
<b>SUBTOTAL FOR GENERAL OPERATING:</b>	<u>1.830</u> mills	\$ <u>1,011,448</u>
3. General Obligation Bonds and Interest <sup>J</sup>	_____ mills	\$ _____
4. Contractual Obligations <sup>K</sup>	_____ mills	\$ _____
5. Capital Expenditures <sup>L</sup>	_____ mills	\$ _____
6. Refunds/Abatements <sup>M</sup>	_____ mills	\$ _____
7. Other <sup>N</sup> (specify): _____	_____ mills	\$ _____
	_____ mills	\$ _____
<b>TOTAL:</b> [ Sum of General Operating Subtotal and Lines 3 to 7 ]	<u>1.830</u> mills	\$ <u>1,011,448</u>

Contact person: \_\_\_\_\_ Daytime  
(print) Patrick Goff phone: (303) 235-2805Signed: \_\_\_\_\_ Title: City ManagerInclude one copy of this tax entity's completed form when filing the local government's budget by January 31st, per 29-1-113 C.R.S., with the  
Division of Local Government (DLG), Room 521, 1313 Sherman Street, Denver, CO 80203. Questions? Call DLG at (303) 866-2156.<sup>1</sup> If the taxing entity's boundaries include more than one county, you must certify the levies to each county. Use a separate form  
for each county and certify the same levies uniformly to each county per Article X, Section 3 of the Colorado Constitution.<sup>2</sup> Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of  
Form DLG57 on the County Assessor's final certification of valuation).

**REQUEST FOR CITY COUNCIL ACTION**

**TITLE: RESOLUTION NO. 65-2018 – A RESOLUTION OPPOSING  
“AMENDMENT 74”, AN ATTEMPT TO AMEND THE  
COLORADO CONSTITUTION TO DRASTICALLY LIMIT  
STATE AND LOCAL GOVERNMENT SERVICES AT A HIGH  
COST TO TAXPAYERS**

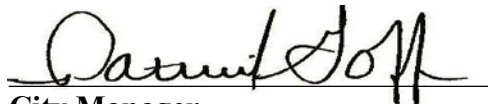
☐ PUBLIC HEARING  
☐ BIDS/MOTIONS  
☒ RESOLUTIONS

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

QUASI-JUDICIAL:

☐ YES

☒ NO

A handwritten signature in black ink, appearing to read "Darin Hoff", is written over a horizontal line.

**City Manager**

**ISSUE:**

Amendment 74 (formerly Initiative #108) is a citizen-proposed measure for the November statewide ballot which would amend the takings law in the Colorado Constitution to allow private property owners to sue state and local governments when the fair market value of their property is reduced by some government action. Because of the unknown consequences and severe fiscal and administrative impacts of 74, both upon the state and municipalities, the Colorado Municipal League opposes Amendment 74.

**BACKGROUND:**

Currently, the state takings law provides that private property is not “taken” unless a government regulation deprives the owner of all reasonable use of property. Amendment 74 would require governments to compensate property owners for any perceived decrease in property value. In the amendment language, the notion of “fair market value” is not defined and the amendment does not specify which regulations are implicated. Litigation costs could affect the City budget and could lead to a reduction of programs and services to the citizens and community members of Wheat Ridge. If passed, Amendment 74 would directly impact a municipality’s ability to act on land use matters.

**PRIOR ACTION:**

N/A

**FINANCIAL IMPACT:**

There is no direct fiscal impact in supporting or opposing Amendment 74. However, if the amendment passes, it may have a future fiscal impact on the City of Wheat Ridge.

**RECOMMENDATIONS:**

Staff recommends approval Resolution No. 65-2018 to oppose Amendment 74.

**RECOMMENDED MOTION:**

“I move to approve Resolution No. 65-2018, a resolution opposing “Amendment 74”, an attempt to amend the Colorado Constitution to drastically limit state and local government services at a high cost to taxpayers.”

Or,

“I move to table indefinitely Resolution No. 65-2018, a resolution opposing “Amendment 74”, an attempt to amend the Colorado Constitution to drastically limit state and local government services at a high cost to taxpayers, for the following reason(s) \_\_\_\_\_.”

**REPORT PREPARED/REVIEWED BY:**

Marianne Schilling, Assistant to the City Manager

Patrick Goff, City Manager

**ATTACHMENTS:**

1. Resolution No. 65-2018
2. Amendment 74 (formerly Initiative #108)

**CITY OF WHEAT RIDGE, COLORADO**  
**RESOLUTION NO. 65**  
**Series of 2018**

**TITLE: A RESOLUTION OPPOSING “AMENDMENT 74”, AN ATTEMPT TO AMEND THE COLORADO CONSTITUTION TO DRASTICALLY LIMIT STATE AND LOCAL GOVERNMENT SERVICES AT A HIGH COST TO TAXPAYERS**

**WHEREAS**, local government services are essential to the citizens of the City of Wheat Ridge; and

**WHEREAS**, Amendment 74 has been written to change the text of the Colorado Constitution, Article II, Section 15; and

**WHEREAS**, Amendment 74 declares that any state or local government law or regulation that “reduces” the “fair market value” of a private parcel is subject to “just compensation;” and

**WHEREAS**, under the current Colorado Constitution, a property owner already has the right to seek compensation from state or local governments; and

**WHEREAS**, Amendment 74 requires the government to compensate private property owners for any decrease in the fair market value of their private property traceable to any government law or regulation; and

**WHEREAS**, Amendment 74 would severely limit the ability of the City of Wheat Ridge to do anything that might indirectly, unintentionally, or minimally affect the fair market value of any private property; and

**WHEREAS**, any arguable impact upon fair market value – however reasonable or justified or minimal or incidental or temporary – resulting from state or local government action could trigger a claim for the taxpayers to pay; and

**WHEREAS**, governments would be vulnerable to lawsuits for almost every decision to regulate or not to regulate, making regular government function prohibitively expensive for the taxpayer; and

**WHEREAS**, if passed, Amendment 74 would directly inhibit a municipality’s ability to act on land use matters; and

**WHEREAS**, City Council takes a position in opposition to Amendment 74.

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

The City of Wheat Ridge opposes Amendment 74 and strongly urges a vote of NO this November.

**DONE AND RESOLVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

ATTEST:

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

RECEIVED

JAN 26 2018

S. WARD

2:16 P.M.

Colorado Secretary of State

2017-2018 #108 – Final Draft

**Just Compensation for Reduction in Fair Market Value by Government Law or Regulation**

*Be it Enacted by the People of the State of Colorado:*

SECTION 1. In the constitution of the state of Colorado, amend section 15 of article H as follows:

**Section 15. Taking property for public use—compensation, how ascertained.** Private property shall not be taken, of damaged, OR REDUCED IN FAIR MARKET VALUE BY GOVERNMENT LAW OR REGULATION for public or private use, without just compensation. Such compensation shall be ascertained by a board of commissioners, of not less than three freeholders, or by a jury, when required by the owner of the property, in such manner as may be prescribed by law, and until the same shall be paid to the owner, or into court for the owner, the property shall not be needlessly disturbed, or the proprietary rights of the owner therein divested; and whenever an attempt is made to take private property for a use alleged to be public, the question whether the contemplated use be really public shall be a judicial question, and determined as such without regard to any legislative assertion that the use is public.