

# **AGENDA**

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

**August 26, 2019**

**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**

### **PROCLAMATIONS AND CEREMONIES**

### **APPROVAL OF MINUTES**

### **APPROVAL OF AGENDA**

### **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 for a maximum of 3 minutes and sign the STUDY SESSION AGENDA ROSTER.

#### **1. CONSENT AGENDA**

- a. Resolution No. 44-2019 – a resolution approving an Intergovernmental Agreement between the City of Wheat Ridge and the Wheat Ridge Urban Renewal Authority providing for an annual contribution in the amount of \$300,000 through 2024

- b. Motion to award the purchase of and subsequent payment for twenty-five mobile data computer replacements in the amount of \$80,100 to PCN Strategies in Washington, DC for the annual scheduled mobile data computer replacement
- c. Motion to approve payment to Insight Public Sector in the amount of \$77,485.40 for the annual renewal of the Microsoft Enterprise Agreement

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

- 2. Resolution No. 45-2019 – a resolution approving a service plan and Intergovernmental Agreement for the Hance Ranch Metropolitan District
- 3. Resolution No. 46-2019 – a resolution approving the assignment to the Housing Authority of the City of Lakewood, Colorado, D/B/A Metro West Housing Solutions of \$1,667,715 of the City of Wheat Ridge, Colorado's 2019 Private Activity Bond Volume Cap Allocation from the State Ceiling for Private Activity Bonds; and authorizing the execution and delivery of an Assignment and other documents in connection therewith
- 4. Council Bill No. 11-2019 – an ordinance amending Sections 11-51, 11-53, and 11-63 of the Wheat Ridge Code of Laws concerning the licensing and regulation of alcoholic beverages

### **ORDINANCES ON FIRST READING**

- 5. Council Bill No. 13-2019 – an ordinance amending the Wheat Ridge Code of Laws concerning procedures for protests under Section 5.10 of the Home Rule Charter (Case No. ZOA-19-03)

### **DECISIONS, RESOLUTIONS AND MOTIONS**

- 6. Referendum of Ordinance 1667, Series 2019 with respect to rezoned property at 4000-4066 Upham Street

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

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

### **ELECTED OFFICIALS' MATTERS**

### **ADJOURN TO SPECIAL STUDY SESSION**

**REQUEST FOR CITY COUNCIL ACTION**

**TITLE: RESOLUTION NO. 44-2019 – A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WHEAT RIDGE AND THE WHEAT RIDGE URBAN RENEWAL AUTHORITY PROVIDING FOR AN ANNUAL CONTRIBUTION IN THE AMOUNT OF \$300,000 THROUGH 2024**

- |   |   |
|---|---|
| <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:**

An Intergovernmental Agreement (IGA) entered into and between the City and Renewal Wheat Ridge (RWR), in order to establish the rights and responsibilities of the City and RWR with respect to (1) operational assistance and (2) funding for urban renewal activities, expires on December 31, 2019. RWR is requesting that City Council extend the IGA for a five-year term through December 31, 2024.

**PRIOR ACTION:**

The City adopted the Wheat Ridge Town Center Urban Renewal Plan on December 14, 1981, which provided for the utilization of property and sales tax increment in the commercial area east of Wadsworth Boulevard, between West 38<sup>th</sup> Avenue and West 44<sup>th</sup> Avenue. The property tax increment expired in 2006, after 25 years.

Through an IGA between the City and RWR, signed on June 26, 2006, 50% of the sales tax increment from the Wheat Ridge Town Center Project, not to exceed \$100,000 in any fiscal year, was shared with RWR to and including December 31, 2008.

An amendment to the IGA in October 2007 removed the \$100,000 annual cap and extended the agreement to and including December 31, 2014.

In September, 2011 the City Council approved a resolution increasing the sharing of sales tax increment to RWR from 50% to 100% through December 31, 2014.

On November 14, 2014 an IGA was approved setting the sales tax share to RWR to a flat \$300,000 annually through December 31, 2019.

On July 15, 2019 the item was presented to Council at its study session where a consensus was provided to forward this item to a future Council meeting for adoption with additional language stating the Authority will report annually to the Council on the use of the funds.

**FINANCIAL IMPACT:**

If an extension to the IGA is approved, the annual impact to the General Fund budget will be \$300,000 through December 31, 2024.

**BACKGROUND:**

Urban renewal is governed by Title 32, Article 1, Part 1, *et. seq.*, Colorado Revised Statutes which provides the powers of an urban renewal authority. The Wheat Ridge City Council formed the Wheat Ridge Urban Renewal Authority, dba Renewal Wheat Ridge (RWR), in 1981 to remediate blight throughout specific areas of the City.

Currently, five urban renewal areas exist throughout the City. City Council approved a plan for each area that provides financing mechanisms, including the use of property and sales tax increment and the ability to bond, for specific urban renewal activities within each plan area. In December 2015, City Council adopted resolutions approving substantial modifications to all five urban renewal plans to allow for the utilization of tax increment financing (TIF). State urban renewal law allows for the collection of tax increment for a period of up to twenty-five years.

The following five urban renewal plans (date adopted) are currently active:

1. 38<sup>th</sup> Avenue Corridor Redevelopment Plan (2001)
2. Wadsworth Boulevard Corridor Redevelopment Plan (2001)
3. West 44<sup>th</sup> Avenue/Ward Road Redevelopment Plan (2001)
4. I-70/Kipling Corridors Urban Renewal Plan (2009)
5. West End 38 Urban Renewal Plan (2015)

*Note: Wheat Ridge Town Center Urban Renewal Plan expired in 2006 after 25 years*

**RECOMMENDED ACTION:**

The attached draft IGA establishes the following elements for the future relationship between the City and RWR:

1. Funding will be provided by the City to RWR for the purposes of urban renewal activities

in the amount of \$300,000 annually for 5-years. This is the same amount which has been obligated for the previous 5-years and will provide an opportunity for RWR to invest and remediate blighting conditions.

2. The term of the Agreement shall commence on January 1, 2020 and shall continue to and including December 31, 2024.
3. An annual report will be provided to City Council on the use of IGA funds.

**RECOMMENDED MOTION:**

“I move to approve Resolution No. 44-2019, a resolution approving an Intergovernmental Agreement between the city of Wheat Ridge and the Wheat Ridge Urban Renewal Authority providing for an annual contribution in the amount of \$300,000 through 2024.”

Or,

“I move to postpone indefinitely Resolution No. 44-2019, a resolution approving an Intergovernmental Agreement between the city of Wheat Ridge and the Wheat Ridge Urban Renewal Authority providing for an annual contribution in the amount of \$300,000 through 2024 for the following reason(s) \_\_\_\_\_.”

**REPORT PREPARED BY:**

Steve Art, RWR Executive Director

Patrick Goff, City Manager

**ATTACHMENTS:**

1. Resolution 44-2019
2. Exhibit A: Intergovernmental Agreement (IGA)
3. RWR Activities
4. URA Area Map

**CITY OF WHEAT RIDGE, COLORADO  
RESOLUTION NO. 44  
SERIES OF 2019**

**TITLE: RESOLUTION NO. 44-2019 – A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WHEAT RIDGE AND THE WHEAT RIDGE URBAN RENEWAL AUTHORITY PROVIDING FOR AN ANNUAL CONTRIBUTION IN THE AMOUNT OF \$300,000 THROUGH 2024**

**WHEREAS**, the City adopted the Wheat Ridge Town Center Urban Renewal Plan on December 14, 1981, which provided for the utilization of property and sales tax increment in the commercial area east of Wadsworth Boulevard, between West 38<sup>th</sup> Avenue and West 44<sup>th</sup> Avenue; and

**WHEREAS**, 50% of the sales tax increment from the Wheat Ridge Town Center Project, not to exceed \$100,000 in any fiscal year, was shared with RWR to and including December 31, 2008; and

**WHEREAS**, an amendment to the IGA in October 2007 removed the \$100,000 annual cap and extended the agreement to and including December 31, 2014; and

**WHEREAS**, in September 2011, the City Council approved a resolution increasing the sharing of sales tax increment to RWR from 50% to 100% through December 31, 2014; and

**WHEREAS**, On November 14, 2014, an IGA was approved setting the sales tax share to RWR to a flat \$300,000 annually through December 31, 2019; and

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

Adoption of a resolution approving an Intergovernmental Agreement between the City of Wheat Ridge and the Wheat Ridge Urban Renewal Authority providing for an annual contribution in the amount of \$300,000 through 2024

**DONE AND RESOLVED** this 26<sup>th</sup> day of August 2019.

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

ATTEST:

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

**ATTACHMENT 1**

## **Intergovernmental Agreement**

This Intergovernmental Agreement is entered into between the City of Wheat Ridge, Colorado (the "City") and the Wheat Ridge Urban Renewal Authority d/b/a Renewal Wheat Ridge (the "Authority") as of the 18<sup>th</sup> day of June, 2019, together referred to as the "Parties."

In consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

### **1. Purpose of Agreement**

This Agreement is entered into in order to establish the rights and responsibilities of the City and the Authority with respect to: (1) operational assistance and (2) funding.

### **2. Operational Assistance**

#### **A. Employees**

1. Executive Director. The City Manager has retained or shall retain an Economic Development Manager and the Authority has retained said person as the Executive Director of the Authority.
2. Authority Employees. The Authority has and may continue to retain the professional services of other staff, consultants, advisors, experts and legal counsel as necessary and in accordance with the Urban Renewal Law.
3. City Employees. Upon request of the Executive Director of the Authority, and subject to approval of the City Manager or his designee, City employees may be assigned to work for the Authority. Such approval of the City Manager shall include the right to limit or to withhold assignment of City employees to work for the Authority if, in judgment of the City Manager, the assignment of such employee(s) to work for the Authority is impairing the employee(s)' ability to complete his/her City duties. While performing services for the Authority, such City employees shall coordinate their services with the Executive Director.

#### **B. Personnel Actions Related to Employees**

1. Notwithstanding Section 2. A.1, the selection, termination and other personnel actions related to any person performing the functions of the Executive Director of the Authority, who is not a City employee, shall be made by the Board of Commissioners of the Authority. The Board of Commissioners of the Authority agrees to consult with the

City Council and City Manager prior to the retention of an Executive Director regarding methods and areas of cooperation between the Authority and the City relating to duties of the Executive Director vis-a-vis contemporaneous City duties, if any, and utilization of other City employees.

2. The selection, description of duties and services, termination and other personnel actions related to all other employees, consultants, experts, attorneys and advisors of the Authority shall be made by the Authority's Board of Commissioners.
3. Personnel actions relating to City employees shall in no manner be affected by this Agreement. In the event of any personnel action relating to any City employee while working under the terms and provisions of this Agreement, such action shall be subject to the City's personnel rules and regulations.

#### C. Salaries and Procedures

1. The salary of the Executive Director of the Authority shall be established by the Board of Commissioners of the Authority; provided, however, in the event the Executive Director hired by the Authority is also a City employee, the Authority agrees that his/her total salary shall be in accordance with the salary set by the City for the Executive Director's position with the City; and the portion thereof attributable to the Authority shall be allocated and paid as provided in this Agreement.
2. The salaries/fees of all other employees, consultants, experts, established by the Board of Commissioners of the Authority; provided, however, in the event the Executive Director hired by the Authority is also a City employee, the Authority agrees that his/her total salary shall be in accordance with the salary set by the City for the Executive Director's position with the City; and the portion thereof attributable to the Authority shall be allocated and paid as provided in this Agreement.
2. The salaries/fees of all other employees, consultants, experts, attorneys and advisors of the Authority shall be established by the Board of Commissioners of the Authority. Any Authority employee may be included in benefit programs available to City employees and the Authority shall pay for the costs thereof.

#### D. Other Services

1. The City may provide the Authority with such other services as may be required in order to perform its urban renewal functions including, but not limited to, accounting, financial and budget management, planning services and engineering services; provided, however, that nothing herein shall be construed as prohibiting the Authority from contracting with or retaining third parties to provide all or a portion of any services.
2. Annual or any special financial audits shall be performed by the City's independent auditor. All costs of any such audit or financial services may be billed to and paid by the Authority.

#### E. Office Space: Furnishings

1. The City may make available appropriate office space and office equipment to the Authority. All furnishings, equipment and supplies for the Authority may be acquired by the Authority or rented from the City. All furnishings and equipment loaned or rented to the Authority by the City may be billed to and paid by the Authority and remain the property of the City. All furnishings and equipment acquired by the Authority shall become the property of the City upon the dissolution of the Authority.

#### F. Operations Integration

- ~~1. City Codes. The Authority shall comply with applicable City ordinances, codes, rules and regulations related to the development and/or redevelopment of the urban renewal areas, except as provided otherwise in the urban renewal plans and the Colorado Urban Renewal Law.~~
- ~~21. Reports to Council. The City Council shall be informed of the activities, functions, operations, legal processes and financial/budgetary administration and condition of the Authority on a periodic basis and as requested by Council. Moreover, the Authority shall specifically provide an annual report to the Council on the manner in which the Authority uses the funding provided by the City in Section 3 of this Agreement in order to evaluate whether an adjustment of the funding amount is warranted.~~
- ~~32. Meetings. The Board of Commissioners and City Council shall meet at the request of the Council to communicate and coordinate activities, functions and share ideas and actions related to carrying out urban renewal and/or redevelopment projects.~~

**34. Powers of Authority.** The parties acknowledge and agree that the Board of Commissioners shall exercise all powers provided in the Urban Renewal Law and as provided in the urban renewal (redevelopment) plans adopted by Council.

G. Insurance

1. The City agrees to include the Authority under its existing property casualty and workers' compensation insurance coverages as a part of the services to be provided by the City to the Authority under the terms and provisions of this Agreement. The Authority shall pay for any other insurance requirements as required.

**3. Funding**

The City will provide to the Authority \$300,000 on an annual basis for the Authority to perform its urban renewal functions. The funding will be provided to the Authority in one payment in the month of January.

**4. City and Authority Separate**

Nothing in this Agreement shall be interpreted in any manner as constituting the City or its officials, representatives, consultants or employees as the agents or employees of the Authority, or the Authority or its officials, representatives, consultants or employees as the agents or employees of the City. Each entity shall remain separate, subject to the cooperation and coordination of each entity's respective duties and powers with regard to urban renewal (redevelopment) activities. Neither party shall hereby assume the debts, obligations or liabilities of the other. The Authority shall be responsible for carrying out the duties and functions in accordance with the Colorado Urban Renewal Law, the urban renewal plans and other applicable laws and regulations.

**5. Effect on Prior Agreements**

All existing/prior cooperation agreements and/or intergovernmental agreements between the City and the Authority with respect to: (1) operational assistance and (2) funding of the Authority by the City are hereby rescinded, but nothing in the Section 5 shall be construed to impair those intergovernmental cooperation agreements that are specific to a particular project, undertaking or activity within which a pledge of sales tax increment has been made. The terms of this Agreement shall otherwise control the relationship between and activities of the City and the Authority.

**6. Termination**

This Agreement may be terminated by the mutual consent of the parties at any time after giving at least (60) days written notice of intention to so terminate;

provided, however, termination of this Agreement shall not release the Authority from its obligation to pay the funds due the City as provided herein, unless such obligation is specifically terminated by the City. The term of this Agreement shall commence on January 1, 2020 and shall continue in full force and effect for a period of 60 months to and including December 31, 2024<sup>5</sup>.

7. **No Debt**

Nothing herein shall be construed as constituting any multi-year fiscal obligation within the meaning of Article X, Section 20 of the Colorado Constitution, it being the intention of the parties that all fiscal obligations herein be subject to annual appropriation.

8. **Further Assurances**

The Parties agree to take such further acts as necessary to implement the provisions of this Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first set forth above.

WHEAT RIDGE URBAN RENEWAL AUTHORITY

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

Chair, Kristi Davis

STATE OF COLORADO )

County of Jefferson )ss

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019 by Kristi Davis, as Chair of the Wheat Ridge Urban Renewal Authority.

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_

## CITY OF WHEAT RIDGE, COLORADO

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

## Mayor, Bud Starker

ATTEST:

**APPROVED AS TO FORM:**

**Janelle Shaver, City Clerk**

**Gerald E. Dahl, City Attorney**

STATE OF COLORADO )

County of Jefferson )ss.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019 by Bud Starker as Mayor and Janelle Shaver as City Clerk of the City of Wheat Ridge, Colorado.

Witness my hand and official seal.

My Commission expires: \_\_\_\_\_

**Notary Public**

## URA ACTIVITIES

### 38<sup>th</sup> Avenue Corridor Redevelopment Plan

- **Wheat Ridge Cyclery expansion** – RWR provided property and sales tax TIF in the amount of \$264,000. The obligation was satisfied in 2013. RWR continues to receive 100% of the property tax increment through 2032.
- **Perrin's Row** – RWR provided a \$467,000 TIF incentive to Crosswire Investments, the owner of the parcel. The TIF was provided for the delivery of finished lots to the merchant builder. Perrin's Row was completed in 2015 that added 26 townhomes in Wheat Ridge. RWR has made three annual payments toward the debt servicing. To date, RWR has paid just over \$58,600 of the 20-year obligation.

### Wadsworth Boulevard Corridor Redevelopment Plan

- **Corners at Wheat Ridge** – RWR entered into a TIF and Public Improvement Fee (PIF) agreement with the master developer to provide \$6.2MM in TIF. The revenues are generated by 100% of the property tax increment and 1 cent of the local sales tax and a 1 percent PIF. The activity consists of a Lucky's Market and approximately 40,000 sq. ft. of additional retails and a 321 unit market-rate apartment.
- **Ridge House Apartments** – Ridge House Apartments are the final development in the Town Center North subdivision. RWR is providing TIF in the amount of just over \$3.5MM to be paid through property tax increment generated by this activity. No payments have been made to date.
- **Traffic Signal at 44<sup>th</sup> Avenue and Vance Street** – RWR used excess revenues from its General Fund to have a traffic signal purchased and installed at the corner serving the Town Center Apartments.

### West 44<sup>th</sup> Avenue Ward Road Redevelopment Plan

None

### I-70/Kipling Corridors Urban Renewal Plan

- **Kipling Ridge Shopping Center** – Located at the southwest corner of 38<sup>th</sup> and Kipling, the center includes Sprouts, Starbucks, Morningstar Memory Care, and a future retail building. The City provided a total incentive package of \$3,000,000 of which \$2MM was financed by RWR through a bank loan and \$1MM was contributed through General Fund reserves. The bank loan is for a period of 12-years serviced by property and sales tax increment generated by this project.
- **Hacienda Colorado** – RWR provided TIF assistance for the development of a Hacienda Colorado Restaurant in the Applewood Shopping Center in the amount of \$1,015,000 of which \$100,000 was funded up front and the remainder to be funded by property and sales tax generated by the restaurant. No payments have been made to date.
- **Swiss Flower and Gift Cottage** – RWR provided a TIF of just over \$767,000 for the development of a new retail and light industrial office complex at the corner of 44<sup>th</sup>

Avenue and Jellison Street. The new retail was completed in 2018 and the light industrial is under a phase II development with an unknown completion date. The TIF is funded by property and sales tax generated by this project.

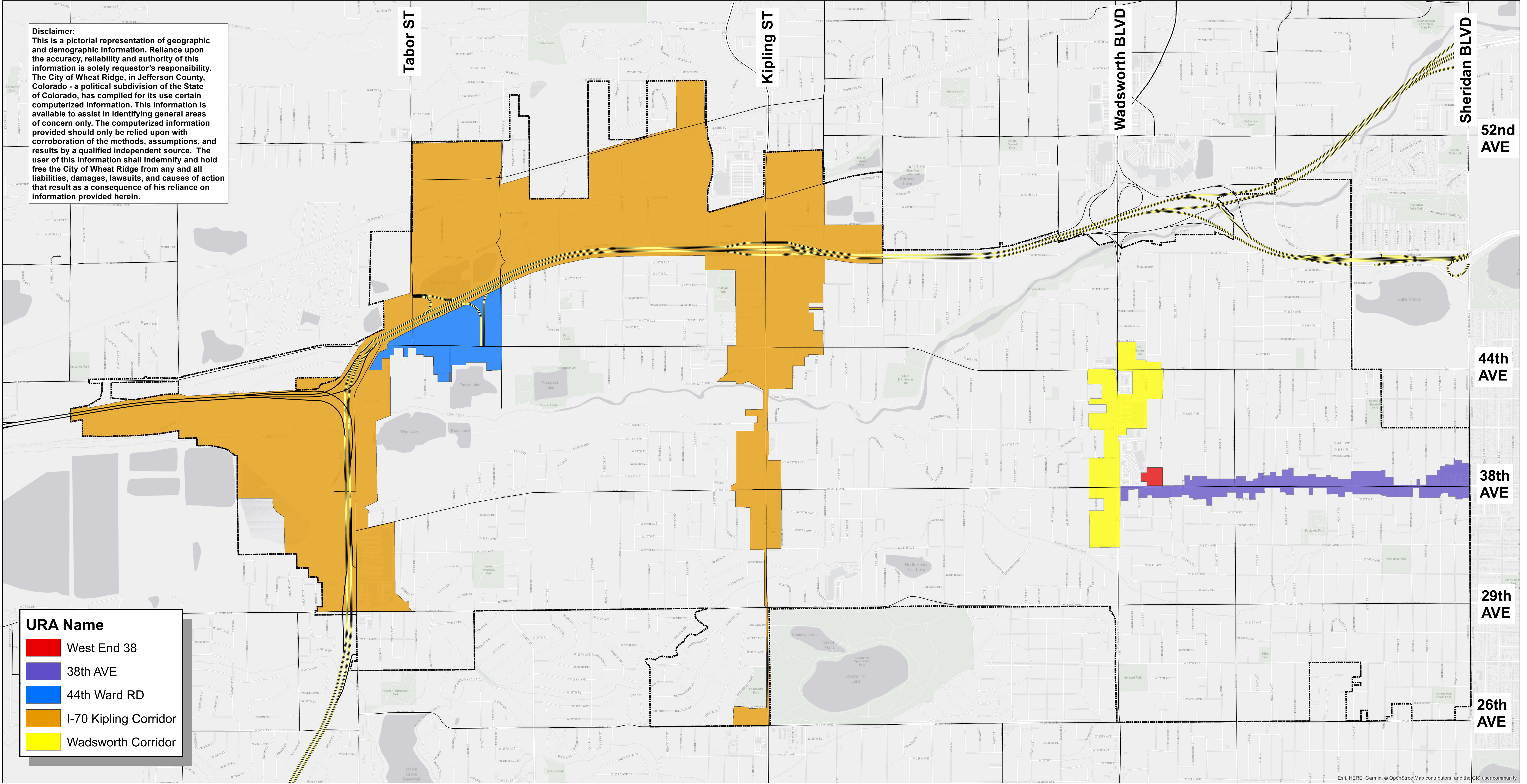
- **Clear Creek Crossing** – RWR provided \$5MM in TIF to the Clear Creek Crossing development. The financial incentive was financed by a bank loan and debt payments will be serviced by the property tax increment generated by the project.
- **Access agreement with Circle K** – The Circle K development was required to combine parking access between its site and the dentist office directly to the north. Circle K had not budgeted for this item and the new development was threatened to be cancelled if additional financing could not be identified. Using excess revenues from the Kipling Ridge center, a \$36,000 obligation was made to Circle K to make the improvement aligning the entrances to the Kipling Ridge center with this development
- **Traffic Signal at 32<sup>nd</sup> and Xenon** – The City identified the need for a traffic signal at the 32<sup>nd</sup> Avenue entrance to the Applewood Shopping Center. The City did not have enough funds in its CIP to fund the signal. RWR, using excess revenues from the Kipling Ridge center fund approximately 1/3 of the cost of purchase and installation of the signal.

#### West End 38 Urban Renewal Plan

- **West End 38** – RWR provided a \$4.8MM TIF toward the development of 165 market-rate apartments and just over 7,000 sq. ft. of retail along 38<sup>th</sup> Avenue at Upham Street. The project is currently under construction and anticipated to open in late fall 2019. No payments have been made to date.
- **Sanitation Sewer Line on 44<sup>th</sup> Avenue** – RWR assisted with the upgrade of the sanitary sewer line along 44<sup>th</sup> Avenue to serve West End 38 and also the new townhomes that will be constructed on Upham Street.

#### Wheat Ridge Town Center Urban Renewal Plan

- **Town Center Park** – RWR provided TIF for the construction of the Town Center Park, located between the Safeway and Big Lots shopping centers. The funds were derived from the TIF generated by the centers.

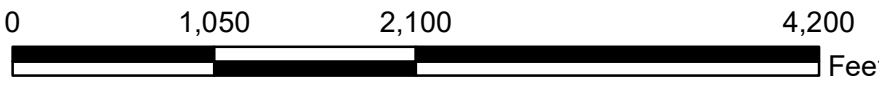


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City of Wheat Ridge, Colorado  
7500 West 29th Avenue  
Wheat Ridge, CO 80033-8001  
303.234.5900

## Urban Renewal Areas



Coordinate System:  
NAD 1983 HARN StatePlane Colorado Central FIPS 0502 Feet  
Projection: Lambert Conformal Conic  
Datum: North American 1983 HARN



Date: 05/14/2019

# ATTACHMENT 4

**REQUEST FOR CITY COUNCIL ACTION**

**TITLE: MOTION TO AWARD THE PURCHASE OF AND  
SUBSEQUENT PAYMENT FOR TWENTY-FIVE MOBILE  
DATA COMPUTER REPLACEMENTS IN THE AMOUNT OF  
\$80,100 TO PCN STRATEGIES IN WASHINGTON, DC FOR  
THE ANNUAL SCHEDULED MOBILE DATA COMPUTER  
REPLACEMENT**


☐ PUBLIC HEARING  
☒ BIDS/MOTIONS  
☐ RESOLUTIONS

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

QUASI-JUDICIAL: ☐ YES

☒ NO

  
Administrative Services Director

  
City Manager

**ISSUE:**

Annual scheduled replacement of patrol vehicle mobile data computers (MDC).

**PRIOR ACTION:**

Council Approved in 2017; none purchased in 2018.

**FINANCIAL IMPACT:**

\$81,000 is currently approved in the 2019 IT Budget.

**BACKGROUND:**

In July of 2019 four bids were received for RFB-19-14. The apparent lowest qualified bidder was selected (Malor & Company, Inc.) in the amount of \$79,000. However, the bid was misrepresented, hence the next lowest bidder was PCN Strategies from Washington, DC for \$80,100.

The City currently has thirty-five patrol vehicles. Each has a mobile data computer (MDC) that is linked to the Police Department via a secured wireless connection. These computers allow the patrol officers to stay in the field longer, gather data, and fill out reports without having to drive

back to the station. With the reliance on technology, the MDC needs to be reliable and stay current with standard technologies. This MDC upgrade is required to provide reliability and speed of computing to the officers in the field. The City budgets to replace the whole fleet every three years due to the amount of wear and tear on gear in a 24-hour environment and the standard lifespan of the computers.

**RECOMMENDATIONS:**

Staff recommends the procurement of and subsequent payment for MDC replacements in the amount of \$80,100. This will improve the availability and reliability of the computers for the City's 35 patrol vehicles. This is part of the Information Technology plan to provide better service for the Police Department. These funds are budgeted in the 2019 budget for \$81,000.

**RECOMMENDED MOTION:**

"I move to award the purchase of and subsequent payment for twenty-five mobile data computer replacements in the amount of \$80,100 to PCN Strategies in Washington, DC for the annual scheduled mobile data computer replacement."

Or,

"I move to deny the award of the purchase of and subsequent payment for twenty-five mobile data computer replacements in the amount of \$80,100 to PCN Strategies in Washington, DC for the annual scheduled mobile data computer replacement for the following reason(s) \_\_\_\_\_."

**REPORT PREPARED/REVIEWED BY:**

Jennifer Nellis, Purchasing & Contracting Agent

Michael Steinke, IT Manager

Allison Scheck, Administrative Services Director

Patrick Goff, City Manager

**ATTACHMENTS:**

1. Bid Tab Sheet



RFB-19-14, REBID GETAC LAPTOPS

DUE DATE/TIME: TUESDAY, June 25, 2019 BY 2:00 P.M. OUR CLOCK

REQUESTED BY: MIKE STEINKE, IT DIVISION

*Jim* OPENED BY: JENNIFER NELLIS, PURCHASING AGENT

*WJ* WITNESSED BY: MARIANNE SCHILLING

VENDOR	Counter Trade Products, Inc			Malor and Company, Inc			PCN Strategies		
LOCATION	Arvada, CO			New York, NY			Washington, DC		
BIDDER ACKNOWLEDGEMENT FORM	Yes			Yes			Yes		
ACKNOWLEDGEMENT OF ADDENDA (1)	Yes			Yes			No		
NON-COLLUSION AFFIDAVIT	Yes			Yes			Yes		
DETAIL OF WARRANTY	Yes			N/A			N/A		
PRICING:	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL
Getac S410G2	25	\$ 2,563.56	\$ 64,089.00	25	\$ 2,150.00	\$ 53,750.00	25	\$ 2,367.00	\$ 59,175.00
COMPUTER SYSTEMS, AS SPECIFIED:	25	\$ 1,115.93	\$ 27,898.25	25	\$ 850.00	\$ 21,250.00	25	\$ 700.00	\$ 17,500.00
COMPUTER SYSTEMS, AS SPECIFIED:	25	\$ 138.07	\$ 3,451.75	25	\$ 225.00	\$ 5,625.00	25	\$ 137.00	\$ 3,425.00
SHIPPING				\$ 250.00					
DISCOUNT				\$ (1,875.00)					
DELIVERY CHARGE, IF APPLICABLE:									
TOTAL:	\$	95,439.00		\$	79,000.00		\$	80,100.00	

*\* Canceled Award  
due to Misrepresentation  
of part numbers.*



RFB-19-14, REBID GETAC LAPTOPS

DUE DATE/TIME: TUESDAY, June 25, 2019 BY 2:00 P.M. OUR CLOCK

REQUESTED BY: MIKE STEINKE, IT DIVISION

OPENED BY: JENNIFER NELLIS, PURCHASING AGENT

WITNESSED BY: MARIANNE SCHILLING

VENDOR	HP Inc								
LOCATION	Palo Alto, CA								
BIDDER ACKNOWLEDGEMENT FORM	Yes								
ACKNOWLEDGEMENT OF ADDENDA (1)	Yes								
NON-COLLUSION AFFIDAVIT	Yes								
DETAIL OF WARRANTY	Yes								
<b>PRICING:</b>	<b>QTY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>	<b>QTY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>	<b>QTY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
Getac S410G2	25	\$ 2,369.23	\$ 59,230.75	25		\$ -	25		\$ -
COMPUTER SYSTEMS, AS SPECIFIED:	25	\$ 702.59	\$ 17,564.75	25		\$ -	25		\$ -
COMPUTER SYSTEMS, AS SPECIFIED:	25	\$ 138.54	\$ 3,463.50	25		\$ -	25		\$ -
DELIVERY CHARGE, IF APPLICABLE:									
<b>TOTAL:</b>	\$ 80,259.00			\$ -			\$ -		


**REQUEST FOR CITY COUNCIL ACTION****TITLE: MOTION TO APPROVE PAYMENT TO INSIGHT PUBLIC SECTOR IN THE AMOUNT OF \$77,485.40 FOR THE ANNUAL RENEWAL OF THE MICROSOFT ENTERPRISE AGREEMENT**

☐ PUBLIC HEARING  
☒ BIDS/MOTIONS  
☐ RESOLUTIONS

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

QUASI-JUDICIAL: ☐ YES

☒ NO

  
Administrative Services Director  
City Manager**ISSUE:**

This is a scheduled and budgeted replacement of obsolete Microsoft software licenses at all sites and the support and maintenance that is inherent with upgrades or new software. The annual renewal of licensing and support will cost \$77,485.40 which was approved in the 2019 IT Budget.

**PRIOR ACTION:**

Approved by Council Since 2005.

**FINANCIAL IMPACT:**

Staff recommends awarding the renewal purchase of the Microsoft Software Licensing Enterprise Agreement to Insight, Inc. in the total amount of \$77,485.40. This will ensure the organization is current on all Microsoft licenses. These funds are budgeted in the 2019 Information Technology Division budget.

**BACKGROUND:**

This is our 14th year participating in the Microsoft Enterprise Agreement (EA) program and Staff recommends the renewal of the term for another year with Council approval.

Prior to 2005, software licensing control and purchases were decentralized, non-standardized and recordkeeping was sporadic and incomplete. In 2005, based on an Information Technology Division (IT) evaluation of the status of the City's software needs and requirements, IT Staff decided to leverage the City's purchasing power by engaging Microsoft in a five year agreement to get the City of Wheat Ridge properly licensed. At that time, processes and guidelines were put in place so that the IT division would centrally manage software for the entire organization.

As a result, the City has been compliant with Microsoft's licensing rules and regulations as of 2005. This program allows for discounts on software licenses, professional services and planning and training vouchers from Microsoft. This renewal provides access to Exchange 2016, Windows 10 and Office 2019 upgrades.

Overall, this is a beneficial agreement for the City of Wheat Ridge and staff recommends renewal.

**RECOMMENDATIONS:**

Staff recommends approval of the annual renewal for the Microsoft Enterprise Agreement.

**RECOMMENDED MOTION:**

“I move to approve payment to Insight Public Sector in the amount of \$77,485.40 for the annual renewal of the Microsoft Enterprise Agreement.

Or,

“I move to deny payment to Insight Public Sector in the amount of \$77,485.40 for the annual renewal of the Microsoft Enterprise Agreement for the following reason(s) \_\_\_\_\_.”

**REPORT PREPARED/REVIEWED BY:**

Michael Steinke, IT Manager

Allison Scheck, Administrative Services Director

Patrick Goff, City Manager

**ATTACHMENTS:**

1. Insight Microsoft Quote # 221443320

**SOLD-TO PARTY** 10390055

CITY OF WHEAT RIDGE  
7500 W 29TH AVE 1ST FLOOR  
WHEAT RIDGE CO 80033

**SHIP-TO PARTY**

CITY OF WHEAT RIDGE  
7500 W 29TH AVE 1ST FLOOR  
WHEAT RIDGE CO 80033

**We deliver according to the following terms:**

**Payment Terms** : Net 30 days  
**Ship Via** : Electronic Delivery  
**Terms of Delivery** : FOB ORIGIN  
**Currency** : USD

**Quotation**

**Quotation Number** : 221443320  
**Document Date** : 09-AUG-2019  
**PO Number** :  
**PO Release** :  
**Sales Rep** : Peter Lonson  
**Email** : PETER.LONSON@INSIGHT.COM  
**Telephone** : 8002692523  
**Sales Rep 2** : Adele Greene  
**Email** : ADELE.GREENE@INSIGHT.COM  
**Telephone** : 8002692523

Material	Material Description	Quantity	Unit Price	Extended Price
<a href="#">228-04433-ESA3</a>	Microsoft SQL Server Standard Edition - Software assurance - 1 server - Enterprise, Select, Select Plus - additional product - Win - All Languages Coverage Dates: 01-OCT-2019 - 30-SEP-2020 STATE OF COLORADO NASPO VALUEPOINT SOFTWARE VAR(# ADSP016-138244/ 20170000000000000105) LICENSE : 6808514 AUTHORIZATION N ANNUAL BILLING DUE 10/1/19 DEPLOY DATE : 01-OCT-2019	2	146.29	292.58
<a href="#">269-12442-ESA3</a>	Microsoft Office Professional Plus - Software assurance - 1 PC - Enterprise - Win - All Languages Coverage Dates: 01-OCT-2019 - 30-SEP-2020 STATE OF COLORADO NASPO VALUEPOINT SOFTWARE VAR(# ADSP016-138244/ 20170000000000000105) LICENSE : 6808514 AUTHORIZATION N ANNUAL BILLING DUE 10/1/19 DEPLOY DATE : 01-OCT-2019	350	86.78	30,373.00
<a href="#">359-00792-ESA3</a>	Microsoft SQL Server - Software assurance - 1 CAL - Enterprise, Select, Select Plus - All Languages Coverage Dates: 01-OCT-2019 - 30-SEP-2020 STATE OF COLORADO NASPO VALUEPOINT SOFTWARE VAR(# ADSP016-138244/ 20170000000000000105) LICENSE : 6808514 AUTHORIZATION N ANNUAL BILLING DUE 10/1/19 DEPLOY DATE : 01-OCT-2019	40	34.06	1,362.40
<a href="#">395-02504-ESA3</a>	Microsoft Exchange Server Enterprise Edition - Software assurance - 1 server - Enterprise, Select, Select Plus - All Languages Coverage Dates: 01-OCT-2019 - 30-SEP-2020 STATE OF COLORADO NASPO VALUEPOINT SOFTWARE VAR(# ADSP016-138244/ 20170000000000000105) LICENSE : 6808514 AUTHORIZATION N ANNUAL BILLING DUE 10/1/19 DEPLOY DATE : 01-OCT-2019	1	660.66	660.66

Material	Material Description	Quantity	Unit Price	Extended Price
<a href="#">CX2-00093-ESA3</a>	Windows Enterprise for SA - W/ Microsoft Desktop Optimization Pack - software assurance - 1 PC - Platform - Enterprise - All Languages Coverage Dates: 01-OCT-2019 - 30-SEP-2020 STATE OF COLORADO NASPO VALUEPOINT SOFTWARE VAR(# ADSP016-138244/ 20170000000000000105) LICENSE : 6808514 AUTHORIZATION N ANNUAL BILLING DUE 10/1/19 DEPLOY DATE : 01-OCT-2019	350	38.30	13,405.00
<a href="#">D87-01159-ESA3</a>	Microsoft Visio Professional - Software assurance - 1 user - academic - Enterprise, Select, Select Plus - Win - All Languages Coverage Dates: 01-OCT-2019 - 30-SEP-2020 STATE OF COLORADO NASPO VALUEPOINT SOFTWARE VAR(# ADSP016-138244/ 20170000000000000105) LICENSE : 6808514 AUTHORIZATION N ANNUAL BILLING DUE 10/1/19 DEPLOY DATE : 01-OCT-2019	5	91.14	455.70
<a href="#">H30-00238-ESA3</a>	Microsoft Project Professional - Software assurance - 1 PC - Enterprise, Select, Select Plus - Win - All Languages Coverage Dates: 01-OCT-2019 - 30-SEP-2020 STATE OF COLORADO NASPO VALUEPOINT SOFTWARE VAR(# ADSP016-138244/ 20170000000000000105) LICENSE : 6808514 AUTHORIZATION N ANNUAL BILLING DUE 10/1/19 DEPLOY DATE : 01-OCT-2019	5	177.56	887.80
<a href="#">P71-07282-ESA3</a>	Microsoft Windows Server Datacenter Edition - Software assurance - 2 processors - Select, Select Plus - All Languages Coverage Dates: 01-OCT-2019 - 30-SEP-2020 STATE OF COLORADO NASPO VALUEPOINT SOFTWARE VAR(# ADSP016-138244/ 20170000000000000105) LICENSE : 6808514 AUTHORIZATION N ANNUAL BILLING DUE 10/1/19 DEPLOY DATE : 01-OCT-2019	7	1,004.14	7,028.98
<a href="#">P73-05898-ESA3</a>	Microsoft Windows Server Standard Edition - Software assurance - 2 processors - Enterprise, Select, Select Plus - All Languages Coverage Dates: 01-OCT-2019 - 30-SEP-2020 STATE OF COLORADO NASPO VALUEPOINT SOFTWARE VAR(# ADSP016-138244/ 20170000000000000105) LICENSE : 6808514 AUTHORIZATION N ANNUAL BILLING DUE 10/1/19 DEPLOY DATE : 01-OCT-2019	30	143.86	4,315.80
<a href="#">PGI-00268-ESA3</a>	Microsoft Exchange Server Enterprise CAL - License & software assurance - 1 user CAL - academic - Enterprise, Select, Select Plus - with services - Win - All Languages Coverage Dates: 01-OCT-2019 - 30-SEP-2020 STATE OF COLORADO NASPO VALUEPOINT SOFTWARE VAR(# ADSP016-138244/ 20170000000000000105) LICENSE : 6808514 AUTHORIZATION N ANNUAL BILLING DUE 10/1/19 DEPLOY DATE : 01-OCT-2019	100	25.99	2,599.00

Material	Material Description	Quantity	Unit Price	Extended Price
<a href="#">PGI-00270-ESA3</a>	Microsoft Exchange Server Enterprise CAL - Software assurance - 1 user CAL - academic - Enterprise, Select, Select Plus - with services - Win - All Languages Coverage Dates: 01-OCT-2019 - 30-SEP-2020 STATE OF COLORADO NASPO VALUEPOINT SOFTWARE VAR(#ADSP016-138244/ 20170000000000000105) LICENSE : 6808514 AUTHORIZATION N ANNUAL BILLING DUE 10/1/19 DEPLOY DATE : 01-OCT-2019	125	19.76	2,470.00
<a href="#">W06-01072-ESA3</a>	Microsoft Core CAL - Software assurance - 1 user CAL - Platform - Enterprise - All Languages Coverage Dates: 01-OCT-2019 - 30-SEP-2020 STATE OF COLORADO NASPO VALUEPOINT SOFTWARE VAR(#ADSP016-138244/ 20170000000000000105) LICENSE : 6808514 AUTHORIZATION N ANNUAL BILLING DUE 10/1/19 DEPLOY DATE : 01-OCT-2019	350	37.45	13,107.50
<a href="#">AAA-11232-ESA3</a>	Microsoft Enterprise Mobility Suite - Subscription license (1 month) - 1 user - hosted - GOV - EA Subscription - add-on to user Core CAL / ECAL - All Languages Coverage Dates: 01-OCT-2019 - 30-SEP-2020 STATE OF COLORADO NASPO VALUEPOINT SOFTWARE VAR(#ADSP016-138244/ 20170000000000000105) LICENSE : 6808514 AUTHORIZATION N ANNUAL BILLING DUE 10/1/19	10	43.60	436.00
<a href="#">DDJ-00001-ESA3</a>	Power BI Pro - Subscription license (1 month) - 1 user - hosted - GOV - EA Subscription, Government Community Cloud - All Languages Coverage Dates: 01-OCT-2019 - 30-SEP-2020 STATE OF COLORADO NASPO VALUEPOINT SOFTWARE VAR(#ADSP016-138244/ 20170000000000000105) LICENSE : 6808514 AUTHORIZATION N ANNUAL BILLING DUE 10/1/19	1	90.98	90.98
			Product Subtotal	77,485.40
			TAX	0.00
			Total	77,485.40

Lease & Financing options available from Insight Global Finance for your equipment & software acquisitions. Contact your Insight account executive for a quote.

Thank you for considering Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Peter Lonson  
8002692523  
[PETER.LONSON@INSIGHT.COM](mailto:PETER.LONSON@INSIGHT.COM)  
Fax 4807606821

---

Adele Greene  
8002692523  
[ADELE.GREENE@INSIGHT.COM](mailto:ADELE.GREENE@INSIGHT.COM)  
Fax 8664330064

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

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**REQUEST FOR CITY COUNCIL ACTION****TITLE: RESOLUTION 45-2019 - A RESOLUTION APPROVING A SERVICE PLAN AND INTERGOVERNMENTAL AGREEMENT FOR THE HANCE RANCH METROPOLITAN DISTRICT**

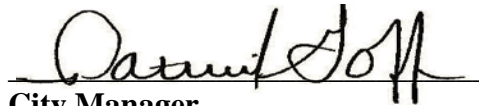
☒ PUBLIC HEARING  
☐ BIDS/MOTIONS  
☒ RESOLUTIONS

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

QUASI-JUDICIAL:

☐ YES☒ NO

City Attorney



City Manager

**ISSUE:**

City Council is asked to approve the service plan and intergovernmental agreement (IGA) for the Hance Ranch Metropolitan District, a taxing district to be used to finance certain improvements for a residential development. Service plan approval is the means by which the City oversees the creation of such districts, which are ultimately approved for formation by the district court.

**PRIOR ACTION:**

None

**FINANCIAL IMPACT:**

If the Hance Ranch Metropolitan District Service Plan and IGA are approved, the District will construct and pay approximately \$159,100 for drainage improvements which were originally budgeted in the City's 2E Bond Fund. The District would be authorized to impose a mill levy on the properties within the District for the purpose of supporting bonds for construction of improvements and for the purpose of maintaining them.

**BACKGROUND:**

In 2016, City Council approved the rezoning of a 3.91 acre parcel located at 11818 W. 52<sup>nd</sup> Avenue, adjacent to the Wheat Ridge Ward commuter rail station, from Residential-One (R-1) to Mixed Use-Neighborhood (MU-N). On January 8, 2018, City Council approved a major subdivision for this property for a 63-unit townhome project.

On August 9, 2019, the City received a Service Plan for the Hance Ranch Metropolitan District. The proposed Service Plan describes and sets forth those powers and authorities the District shall have as allowed by Colorado law. The exercise of such powers, however, will at all times be governed by and subject to the terms of a City IGA. State law allows local governments to exert significant control over the organization and operation of special districts. The service plan approval process is the key to exercising that control.

Metropolitan districts in Colorado are a common tool for financing the public infrastructure portion of development projects. All special districts in Colorado organized under Title 32 of the Colorado Revised Statutes (C.R.S.) are required to file a service plan with the city council of the municipality in which the district is proposed. The purpose of the District is to provide public infrastructure improvements within and without the Property. The District will acquire and/or design, finance, construct and install public improvements for the use and benefit of the residents and taxpayers located with the boundaries of the District.

**RECOMMENDATION:**

Staff recommends approval of the resolution.

**RECOMMENDED MOTION:**

“I move to approve Resolution No. 45-2019, a resolution approving a service plan and intergovernmental agreement for the Hance Ranch Metropolitan District.”

Or,

“I move to postpone indefinitely Resolution No. 45-2019, a resolution approving a service plan and intergovernmental agreement for the Hance Ranch Metropolitan District, for the following reason(s): \_\_\_\_\_”

**REPORT PREPARED BY:**

Gerald Dahl, City Attorney

Patrick Goff, City Manager

**ATTACHMENTS:**

1. Resolution 45-2019
2. Hance Ranch Service Plan submission letter, dated August 9, 2019
3. Service Plan for Hance Ranch Metropolitan District

**CITY OF WHEAT RIDGE, COLORADO**  
**RESOLUTION NO. 45**  
**Series of 2019**

**TITLE: A RESOLUTION APPROVING A SERVICE PLAN AND  
INTERGOVERNMENTAL AGREEMENT FOR THE HANCE  
RANCH METROPOLITAN DISTRICT**

**WHEREAS**, the Hance Ranch Metropolitan District (“District”) is being organized pursuant to the Colorado Special District Act §§ 32-1-101, *et seq.*, C.R.S.; and

**WHEREAS**, the District has submitted the District’s Service Plan for City Council approval (the “Service Plan”), a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference; and

**WHEREAS**, the Service Plan provides for the District’s provision and financing of public improvements and services for the development of a residential project within the City.

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

- 1) The above and foregoing recitals are incorporated herein by reference and are adopted as findings and determinations of the City.
- 2) The City further finds and determines that all applicable requirements of §§ 32-1-202(2), 32-1-203(2) and 32-1-204.5, C.R.S. relating to the submittal and requirements of the Service Plan and the consideration thereof by the City, have been met.
- 3) Based upon the Service Plan, the City hereby determines as follows:
  - a) The Service Plan meets the requirements of § 32-1-202(2), C.R.S. regarding the contents thereof.
  - b) The Service Plan meets the requirements of § 32-1-203(2) as follows:
    - i) The Service Plan demonstrates a sufficient existing and projected need for service in the area to be serviced by the District.
    - ii) Without the District, the existing service in the area is inadequate to serve the services proposed to be provided within the District’s boundaries.
    - iii) The District is capable of providing economical and sufficient service to the area within its proposed boundaries.
    - iv) The area included within the District’s boundaries and financing mechanisms contemplated in the Service Plan have, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

- 4) Pursuant to § 32-1-204.5(1), C.R.S., the City does hereby approve the Service Plan as submitted to the City on August 9, 2019.
- 5) A certified copy of this Resolution shall be attached to the Service Plan as Exhibit E, filed in the records of the City, and the Petition for Organization of the District shall be required to comply with all other filings required by law.
- 6) All resolutions or parts thereof in conflict with the provisions hereof shall be and the same are hereby repealed.

**DONE AND RESOLVED** this 26<sup>th</sup> day of August, 2019.

By: \_\_\_\_\_  
Bud Starker, Mayor

ATTEST:

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

WILLIAM P. ANKELE, JR.  
JENNIFER GRUBER TANAKA  
CLINT C. WALDRON  
KRISTIN BOWERS TOMPKINS  
ROBERT G. ROGERS  
BLAIR M. DICKHONER

OF COUNSEL:  
KRISTEN D. BEAR  
K. SEAN ALLEN  
GEORGE M. ROWLEY



ZACHARY P. WHITE  
TRISHA K. HARRIS  
HEATHER L. HARTUNG  
MEGAN J. MURPHY  
EVE M. GRINA  
ALLISON C. FOGG  
JENNIFER C. ROGERS  
LAURA S. HEINRICH

August 22, 2019

Patrick Goff  
City Manager  
City of Wheat Ridge  
7500 W. 29<sup>th</sup> Avenue  
Wheat Ridge, CO 80033

Gerald Dahl  
City Attorney  
Murray Dahl Beery & Renaud LLP  
710 Kipling Street Suite 300  
Lakewood, CO 80215

**Re: Hance Ranch Service Plan Submission**

Dear Mr. Goff and Mr. Dahl:

Thank you for meeting with us on July 16, 2018. Enclosed with this letter is the proposed Service Plan for Hance Ranch Metropolitan District (the “**District**”). Hance Ranch Station, LLC (the “**Developer**”), purchased the property within the boundaries of District in 2018.

The initial plan for the Hance Ranch development (the “**Project**”) did not necessitate the organization of a metropolitan district. Since that time construction cost have increased and the City of Wheat Ridge (the “**City**”) has requested the Developer build additional off-site drainage improvements. These changes are the primary reasons why the Developer is requesting the City approve the District for the Project.

**Construction Costs**

The original budget for the project in 2017 was \$1,203,123.84. The budget for the project in late 2019, is now \$1,865,825.17 which is an increase of **\$622,710.33**.

**Off-Site Drainage Improvements**

Pursuant to Section 11 of the Subdivision Improvement Agreement for the Project (the “**SIA**”), the City and the Developer agreed to share in infrastructure costs for various Public Improvements as set forth in Section 2.0 of Exhibit D in the approximate amount of \$356,000 as provided in Section 11. The total amount of the City’s reimbursement to the Developer shall not exceed \$243,100 (the “**Reimbursement Amount**”).

In addition to the SIA, the Developer agreed to pay \$84,000 for storm sewer pipe along Tabor Street (\$54,000 for upsize the RCP from 36” to 48” and \$30,000 estimated cost for 6’ box base manhole) (the “**Tabor Street Pipe**”).

**ATTACHMENT 2**

Mr. Patrick Goff and Mr. Gerald Dahl

August 22, 2019

Page 2

If the formation of the District is approved by the City Council, the Reimbursement Amount will be funded by the Developer at no cost to the City and the City agrees to pay the Developer \$84,000 for the Tabor Street Pipe.

### **Additional Considerations**

In addition the increased construction costs and off-site drainage improvements, there are other benefits to approving the District. If the District is approved, the Developer does not intend to have a separate homeowners association. Residents of the District would not be required to pay a homeowners association fee and property taxes paid to the District are generally tax deductible.

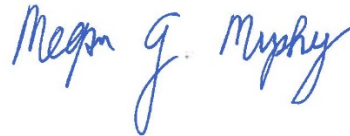
Metropolitan districts operate similar to the City Council with elected positions. Residents of the District are able to attend public meetings, have access to public District documents, and be elected to a seat on the Board of Directors.

### **Conclusion**

The Developer respectfully request that the City Council hold a public hearing on the Service Plan on August 26, 2019. If you have any questions regarding this submittal, please contact me.

Sincerely,

WHITE BEAR ANKELE TANAKA & WALDRON



Megan J. Murphy

Enclosures

**SERVICE PLAN  
FOR HANCE RANCH METROPOLITAN DISTRICT**

Prepared  
By:

WHITE BEAR ANKELE TANAKA & WALDRON  
2154 E. Commons Avenue, Suite 2000  
Centennial, CO 80122

August 26, 2019

**ATTACHMENT 3**

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## **LIST OF EXHIBITS**

**EXHIBIT A** Legal Description of District

**EXHIBIT B** District Boundaries Map

**EXHIBIT C** City of Wheat Ridge Vicinity Map

**EXHIBIT D** Inclusion Area Legal Description and Boundary Map

**EXHIBIT E** Intergovernmental Agreement between the District and the City of Wheat Ridge

**EXHIBIT F** Capital Plan

**EXHIBIT G** Financial Plan

## **I. INTRODUCTION**

### **A. Purpose and Intent.**

The purpose of the District will be to provide all or a portion of Public Improvements as further defined and described in this Service Plan (within and without the District boundaries as will be determined by the Board to be in the best interest of the District and in accordance with the Service Plan), for the benefit of the residents and taxpayers located within the Project. The primary purpose of the District will be to finance the construction of these Public Improvements and have authorization as is necessary to own, operate and maintain Public Improvements not otherwise transferred to another public entity. The District shall also be authorized, but not required, to provide covenant enforcement and design review services in accordance with the Special District Act. Upon completion to City standards, the District will convey to the City such Public Improvements as are constructed by the District in accordance with the Approved Development Plan. The District is an independent unit of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Service Plan, its activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Service Plan.

### **B. Need for the District.**

The Project is not presently served with the facilities and/or services proposed to be provided by the District, nor does the City nor any other special district have any plans to provide such services within a reasonable time and on a comparable basis. There are currently no other governmental entities, including the City, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment and financing of the Public Improvements needed for the Project. The District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible. Approval of this Service Plan shall not indicate, implicitly or expressly, that any land use applications now on file with the City or any land use applications filed in the future will be approved by the City.

### **C. Objective of the City Regarding Service Plan.**

The City's objective in approving the Service Plan for the District is to authorize the District to provide for the planning, design, acquisition, demolition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the District and to further authorize the District to own, operate and maintain certain of the Public Improvements. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term and at a mill levy no higher than the Maximum Debt Mill Levy, and/or repaid by Fees as limited by Section IV.A.8. Debt which is issued within these parameters will insulate property owners from excessive tax and Fee burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt. It is the intent of this Service Plan to assure to the extent possible that no property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no property bear an economic burden for Debt that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual

situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District.

This Service Plan is intended to establish financial constraints and requirements associated with the District that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements and services associated with the Project and regional needs.

## **II. DEFINITIONS**

In this Service Plan, the following terms shall have the meanings indicated below, unless the context clearly requires otherwise:

Approved Development Plan: means a development plan, subdivision improvement plan, or other process established by the City (including but not limited to approval of a final plat, minor development plat or site plan) for identifying, among other things, Public Improvements necessary for facilitating development for property within the Service Area, as approved by the City pursuant to the City Code, and as may be amended pursuant to the City Code from time to time.

Board: means the board of directors of the District.

Capital Plan: means the capital plan attached hereto as **Exhibit F** and referenced in Section IV.B which includes (i) a description of the type of capital facilities to be developed by the District; (ii) an estimate of the cost of the proposed facilities; and (iii) a capital expenditure plan correlating expenditures with development.

City: means the City of Wheat Ridge, Colorado.

City Council: means the City Council of the City of Wheat Ridge, Colorado.

C.R.S.: means Colorado Revised Statutes.

Debt: means bonds, notes or other multiple fiscal year financial obligations for the payment of which the District has pledged to impose an ad valorem property tax mill levy.

District: means Hance Ranch Metropolitan District.

District Boundaries: means the legal boundaries of the District as described in **Exhibit A** attached hereto.

District Boundary Map: means the map attached hereto as **Exhibit B**, depicting the boundaries of the District.

End User: means any owner, or tenant of any owner, of any platted Taxable Property within the District for which a certificate of occupancy has been issued. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial

tenant is an End User. The business entity that constructs homes or commercial structures is not an End User.

External Financial Advisor: means a consultant that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the District and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Fees: means any fee imposed by the District for services, programs or facilities provided by the District, as described in Section IV.A.8 below.

Financial Plan: means the Financial Plan described in Section V which generally describes (i) how the Public Improvements are anticipated to be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year. Such Financial Plan may be adjusted by the Board in the future as is necessary to accommodate phasing or other financial or development considerations so long as any such adjustment does not exceed either the Maximum Debt Mill Levy or the Maximum Debt Mill Levy Imposition Term. The Financial Plan is based upon current estimates and will change based on actual development of the Project.

Inclusion Area Boundaries: means the legal description and map attached hereto as **Exhibit D** which describes the property proposed for inclusion within the District.

Maximum Debt Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Debt as further set forth in Section V.C below, including adjustments to the Maximum Debt Mill Levy as are permitted under Section V.C.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a debt service mill levy on a particular property as set forth in Section V.D below.

Project: means the development or property commonly referred to as Hance Ranch.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Special District Act, except as specifically limited in Section IV below, to serve the future taxpayers and inhabitants of the Service Area as determined by the Board.

Service Area: means the property within the District Boundaries and the Inclusion Area Boundaries.

Service Plan: means this Service Plan for the District approved by City Council.

Service Plan Amendment: means an amendment to the Service Plan approved by City Council in accordance with the City Code and applicable state law.

Special District Act: means Section 32-1-101, et seq., C.R.S., as amended from time to time.

State: means the State of Colorado.

TABOR: the Colorado Taxpayer's Bill of Rights.

Taxable Property: means real or personal property within the Service Area subject to ad valorem taxes imposed by the District.

### **III. BOUNDARIES PROPOSED LAND USE/POPULATION PROJECTIONS/ ASSESSED VALUATION**

The area of the District Boundaries includes approximately 3.91 acres and the area of the Inclusion Area Boundaries is approximately 2.66 acres. A legal description of the District Boundaries is attached hereto as **Exhibit A**. A District Boundary Map is attached hereto as **Exhibit B**. A vicinity map is attached hereto as **Exhibit C**. An Inclusion Area Legal Description and Boundary Map is attached hereto as **Exhibit D**. It is anticipated that a District's boundaries may change from time to time as it undergoes inclusions and exclusions pursuant to Section 32-1-401, et seq., C.R.S., and Section 32-1-501, et seq., C.R.S., subject to the limitations set forth in Section IV below.

Approval of this Service Plan by the City does not imply approval of the development of a specific area within the Service Area, nor does it imply approval of the number of residential units identified in this Service Plan or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan.

### **IV. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES**

#### **A. Powers of the District and Service Plan Amendment.**

The District shall have the power and authority to provide the Public Improvements and related ownership, operation and maintenance services within and without the boundaries of the District as such power and authority is described in the Special District Act, and other applicable statutes, common law and the State constitution, subject to the limitations set forth herein.

1. Operations and Maintenance Limitation. The purpose of the District is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The District shall dedicate the Public Improvements to the City or other appropriate jurisdiction in a manner contemplated under the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The District shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise dedicated to the City or other public entity.

2. Fire Protection Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an

intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision. Fire protection and emergency response services will be provided by the Arvada Fire Protection District.

3. Construction Standards Limitation. The District will ensure that Public Improvements constructed by the District are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction, including the Colorado Department of Health, and other applicable local, state or federal agencies.

4. Inclusion Limitation. The District shall not include within its boundaries any property outside the Service Area without the prior written consent of the City.

5. Overlap Limitation. The District shall not consent to the organization of any other district organized under the Special District Act within the Service Area which will overlap the boundaries of the District unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the District.

6. Total Debt Issuance Limitation. The District shall not issue Debt in excess of Six Million Dollars (\$6,000,000). Debt that is issued for the purpose of refunding outstanding Debt shall not be counted against such total debt issuance limitation, provided, however, that if the aggregate principal amount of the refunding Debt exceeds the outstanding aggregate principal amount of the refunded Debt, the increase in principal amount shall be counted against such debt limitation.

7. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of an External Financial Advisor substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

8. Fee Limitation. The District may impose and collect Fees as a source of revenue for repayment of Debt, capital costs, and/or for operations and maintenance. No Fee related to repayment of Debt shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable

Property for the purpose of funding operation and maintenance costs of the District, including the establishment of a reserve fund for future repairs or replacement costs.

9. Consolidation Limitation. The District shall not file a request with any Court to consolidate with another district organized under the Special District Act, without the prior written consent of the City.

10. Bankruptcy Limitation. All of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) are, together with all other requirements of State law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

11. Service Plan Amendment Requirement. This Service Plan has been designed with sufficient flexibility to enable the District to provide Public Improvements and services and facilities under evolving circumstances without the need for numerous amendments. The District may seek formal approval from the City of modifications to this Service Plan which are not material, but for which the District may desire a written amendment and approval by the City. Such approval may be evidenced by any instrument executed by the City Manager, City Attorney, or other designated representative of the City as to the matters set forth therein and shall be conclusive and final.

B. Preliminary Engineering Survey.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance and financing of the Public Improvements within and without the boundaries of the District. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the preliminary zoning on the property in the Service Area and is approximately (\$1,865,825). The Capital Plan attached hereto as **Exhibit F** includes a description of the types of capital facilities to be developed by the District, an estimate of the cost of the proposed facilities, and a capital expenditure plan correlating expenditures with

development. The actual Public Improvements to be constructed will be determined by the Approved Development Plan, notwithstanding the Capital Plan, and are necessary and for the benefit of all homeowners, residents and property owners within the District in order to provide for a coordinated system of Public Improvements for the development of the Project.

All of the Public Improvements constructed by the District will be designed in such a way as to assure that the Public Improvements will be compatible with those of the City and shall be in accordance with the requirements of the City. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements. The actual Public Improvements to be constructed will be determined by the City and the District, and variations from the Capital Plan or Financial Plan shall not constitute a material modification of this Service Plan. All Public Improvements contemplated for the Project benefit the residents, property owners, and taxpayers of the District, and such benefit accrues to such residents, property owners, and taxpayers of the District regardless of the specific or general location of the various Public Improvements.

The Public Improvements generally depicted and described in the Capital Plan or Financial Plan have been presented for illustration only, and the exact design, subphasing of construction and location of the Public Improvements will be determined at the time of City approvals and public works approval and such decisions shall not be considered to be a material modification of the Service Plan.

C. Other Powers.

The District shall also have the following authority:

1. Service Plan Amendments. To amend the Service Plan as needed, subject to the appropriate statutory procedures and City Code.

2. Phasing, Deferral. Without amending this Service Plan, to defer, forego, reschedule, or restructure the financing and/or construction of Public Improvements and facilities, to better accommodate the pace of growth, resource availability, and potential inclusions of property within the District.

3. Additional Services. Except as specifically provided herein, to provide such additional services and exercise such powers as are expressly or impliedly granted by Colorado law, as may be amended from time to time.

D. Facilities to be Constructed and/or Acquired.

The District proposes to provide and/or acquire Public Improvements necessary and for the benefit of the Project, and the residents, property owners and taxpayers of the District as are set forth in the Approved Development Plan.

Notwithstanding anything in this Service Plan to the contrary, the District shall have the authority to enter into any intergovernmental agreements deemed necessary to effectuate the plans of the District without further approval from the City. In addition, the District shall have the

authority to seek electorate authorization to effectuate all purposes set forth in this Service Plan in order to comply with all applicable constitutional and statutory requirements.

## **V. FINANCIAL PLAN**

### **A. General.**

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy, Fees and other legally available revenues. A Financial Plan is attached hereto as **Exhibit G**, which provides preliminary projections demonstrating that the District can reasonably discharge the proposed Debt, consistent with the requirements of the Special District Act. The total Debt that the District shall be permitted to issue shall not exceed Six Million Dollars (\$6,000,000) and shall be permitted to be issued in amounts and on a schedule in such year or years as the District, in its discretion, determines is necessary to serve development as it occurs and can be issued within the parameters established herein. All bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including, but not limited to, ad valorem taxes and Fees. The District will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time.

The parameters in the Financial Plan are based upon current estimates and will change based on actual development of the Project. The Financial Plan is one projection of the issuance of Debt by the District based on certain development assumptions. It is expected that actual development (including, but not limited to product types, market values, and absorption rates) will vary from that projected and illustrated in the Financial Plan, which variations and deviations shall not constitute a material modification of this Service Plan.

Notwithstanding anything in this Service Plan to the contrary, the projections set forth in this Service Plan and the Financial Plan are projections based upon current market conditions. The actual amounts, interest rates, and terms of any Debt will likely change from that reflected in the Financial Plan, and each issue of Debt will be based upon the actual conditions existing at the time of issuance, subject to the limitations of the Service Plan.

### **B. Maximum Voted Interest Rate and Maximum Underwriting Discount.**

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy.

The “**Maximum Debt Mill Levy**” shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

1. For the portion of any aggregate Debt which exceeds fifty percent (50%) of the District’s assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be sixty (60) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section V.C.2 below; provided that if, on or after January 1, 2018, changes are made in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2018, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

2. For the portion of any aggregate Debt which is equal to or less than fifty percent (50%) of the District’s assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

3. For purposes of the foregoing, once Debt has been determined to be within Section V.C.2 above, such that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, such District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in such District’s Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term “District” as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of the definitions and limitations herein.

D. Maximum Debt Mill Levy Imposition Term.

The District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such Debt mill levy unless a majority of the Board of the District imposing the mill levy are residents of the District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S.; et seq., as may be amended from time to time.

E. Debt Repayment Sources.

All bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including, but not limited to, general ad valorem taxes and Fees. The District will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S., as amended from time to time. In no event shall the debt service mill levy in the District exceed the Maximum Debt Mill Levy or the Maximum Debt Mill Levy Imposition Term, except pursuant to an intergovernmental agreement between a District and the City.

F. Security for Debt.

The District shall not pledge any revenue or property of the City as security for the indebtedness. Approval of this Service Plan shall not be construed as a guarantee by the City of payment of any of the District's obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

G. TABOR Compliance.

The District will comply with the provisions of TABOR. In the discretion of the Board, the District may set up other qualifying entities to manage, fund, construct and operate facilities, services, and programs. To the extent allowed by law, any entity created by the District will remain under the control of the District's Board.

H. District's Operating Costs.

The estimated cost of planning services, engineering services, legal services and administrative services, together with the estimated costs of the District's initial operations, are anticipated to be One Hundred Thousand Dollars (\$100,000), which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed owned, operated and maintained by the District. The 2019 operating budget is estimated to be Fifty Thousand Dollars (\$50,000) which is anticipated to be derived from property taxes and other revenues.

The Maximum Debt Mill Levy for the repayment of Debt shall not apply to the District's ability to increase its mill levy as necessary for the provision of administrative, operation and maintenance services.

**VI. ANNUAL REPORT**

A. General.

The District shall be responsible for submitting an annual report to the City Clerk at the City's administrative offices no later than September 1st of each year following the year in

which the Service Plan is approved by the City Council. The annual report shall reflect activity and financial events of the District through the preceding December 31st (the “Report Year”).

**B. Reporting of Significant Events.**

1. The annual report shall include information as to any of the following:
2. A narrative summary of the progress of the District in implementing its service plan for the Report Year.
3. Except when an exemption from audit has been granted for the report year under the Local Government Audit Law, the audited financial statements of the District for the Report Year including a statement of financial condition (i.e. balance sheet) as of December 31 of the report year and the statement of operations (i.e. revenues and expenditures) for the Report Year.
4. Unless disclosed within a separate schedule to the financial statements, a summary of the capital expenditures incurred by the District in development of public facilities in a Report Year, as well as any capital improvements or projects proposed to be undertaken in the five (5) years following the report year.
5. Unless disclosed within a separate schedule to the financial statements, a summary of the financial obligations of the District at the end of the report year, including the amount of outstanding indebtedness, the amount and terms of any new District indebtedness or long-term obligations issued in the Report Year, the amount of payment or retirement of existing indebtedness of the District in the Report Year, the total assessed valuation of all taxable properties within the District as of January 1 of the Report Year, and the current mill levy of the District pledged to debt retirement in the Report Year.
6. The District’s budget for the calendar year in which the annual report is submitted.
7. A summary of residential and commercial development which has occurred within the District for the report year.
8. A summary of all fees, charges and assessments imposed by the District as of January 1 of the Report Year.
9. The name, business address and telephone number of each member of the Board and its chief administrative officer and general counsel, together with the date, place and time of the regular meetings of the Board.

**VII. DISSOLUTION**

Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agree to file a petition in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a

dissolution occur until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State statutes.

#### **VIII. DISCLOSURE TO PURCHASERS**

The District will use reasonable efforts to assure that all developers of the property located within the District provides written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District's authority to impose and collect rates, Fees, tolls and charges. The form of notice shall be filed with the City prior to the initial issuance of the Debt of the District and shall be recorded in the Service Area.

#### **IX. INTERGOVERNMENTAL AGREEMENT**

The form of the intergovernmental agreement, relating to the limitations imposed on the District's activities, is attached hereto as **Exhibit E**. The District shall approve the intergovernmental agreement in the form attached as **Exhibit E** at its first Board meeting after approval of the Service Plan by the City. The City Council shall approve the intergovernmental agreement in the form attached as **Exhibit E** at the public hearing approving the Service Plan.

#### **X. CONCLUSION**

It is submitted that this Service Plan for the District, as required by Section 32-1-203(2), C.R.S., establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;
2. The existing service in the area to be served by the District is inadequate for present and projected needs;
3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries; and
4. Adequate service is not, and will not be, available to the area through the City or county or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis.
5. The facility and service standards of the District are compatible with the facility and service standards of the City within which the special district is to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S.
6. The proposal is in substantial compliance with a master plan adopted pursuant to Section 30-28-108, Colorado Revised Statutes;
7. The proposal is in compliance with any duly adopted City, regional or state long-range water quality management plan for the area.
8. The creation of the District is in the best interests of the area proposed to be served.

## **EXHIBIT A**

### Legal Description of the District

EXHIBIT A

LEGAL DESCRIPTION OF THE DISTRICT

LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF WHEAT RIDGE,  
COUNTY OF JEFFERSON, STATE OF COLORADO;

LOTS 1 THROUGH 17, INCLUSIVE BLOCK 1;

LOTS 1 THROUGH 12, INCLUSIVE BLOCK 2;

LOTS 1 THROUGH 12, INCLUSIVE BLOCK 3;

LOTS 1 THROUGH 11, INCLUSIVE BLOCK 4;

LOTS 1 THROUGH 11, INCLUSIVE BLOCK 5;


AND TRACTS A THROUGH H INCLUSIVE; HANCE’S SUBDIVISION REPLAT NO. 2, AS RECORDED AT RECEPTION NUMBER 2018087433 IN THE OFFICIAL RECORDS OF THE  
COUNTY OF JEFFERSON, STATE OF COLORADO.

ALSO DESCRIBED AS FOLLOWS:

COMMENCING AT SAID EAST QUARTER CORNER OF SECTION 17; THENCE S 89°11’07” W ALONG SAID NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 17 A DISTANCE  
OF 1058.53 FEET; THENCE S 00°18’02” E A DISTANCE OF 30.00 FEET TO THE NORTHWEST CORNER OF TRACT E, HANCE’S SUBDIVISION REPLAT NO. 2, AND THE POINT  
OF BEGINNING;

THENCE THE FOLLOWING FIVE (5) COURSES:

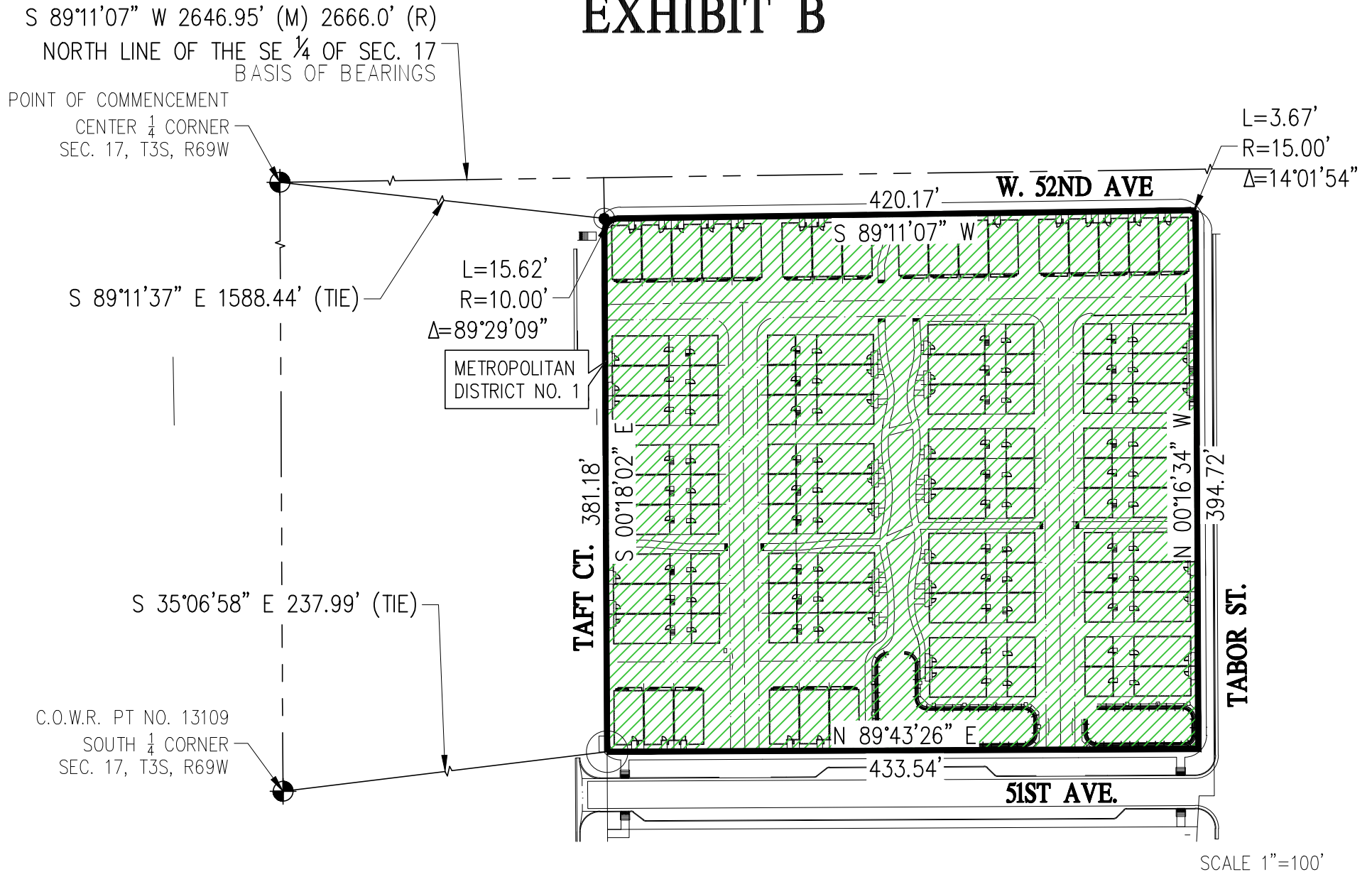
1. S 00°18’02” E A DISTANCE OF 391.10 FEET, ALSO BEING THE EAST RIGHT-OF-WAY LINE OF TAFT COURT TO THE NORTH RIGHT-OF-WAY LINE OF WEST FIFTY-FIRST  
(51 ST) STREET;
2. N 89°43’26” E ALONG SAID NORTH RIGHT-OF-WAY LINE OF WEST FIFTY-FIRST (51 ST) STREET A DISTANCE OF 433.54 FEET, TO THE WEST RIGHT-OF-WAY LINE OF  
TABOR STREET;
3. N 00°16’34” W ALONG SAID WEST RIGHT-OF-WAY LINE OF TABOR STREET A DISTANCE OF 394.72 FEET, TO A POINT OF A NON-TANGENT CURVE;
4. ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 14°01’54”, A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 3.67 FEET,  
AND WHOSE CHORD BEARS N 83°47’55” W A DISTANCE OF 3.66 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF WEST 52ND AVENUE;
5. THENCE S 89°11’07” W ALONG SAID SOUTH RIGHT-OF-WAY LINE OF WEST 52ND AVENUE A DISTANCE OF 430.08 FEET TO THE POINT OF BEGINNING.

 <p>112 N RUBEY DRIVE, SUITE 210 • GOLDEN, COLORADO 80403 P: 303.940.8966 • F: 303.940.8959 • www.baselinecorp.com</p>	REVISION DESCRIPTION	PREPARED BY	DATE	DESIGNED BY XXX	HANCE RANCH DEVELOPMENT, LLC		INITIAL SUBMITTAL 05.01.2019		
							DRAWING SIZE 8.5" X 11"		
					DRAWN BY XXX	WHEAT RIDGE	JEFFERSON COUNTY	SURVEY FIRM BASELINE	SURVEY DATE 07.11.2016
					CHECKED BY XXX	HANCE RANCH		JOB NO. C03206	DRAWING NAME 3206 DESCRIPTIONS.dwg
						11818 W. 52ND AVE.		SHEET 1 OF 1	
						LEGAL DESCRIPTION			A

## **EXHIBIT B**

### District Boundaries Map

# EXHIBIT B



**BASELINE**

Engineering - Planning - Surveying

112 N RUBEY DRIVE, SUITE 210 • GOLDEN, COLORADO 80403  
P: 303.940.8966 • F: 303.940.8969 • www.baselinecorp.com

REVISION DESCRIPTION

PREPARED BY

DATE

DESIGNED BY

XXX

DRAWN BY

XXX

CHECKED BY

XXX

HANCE RANCH DEVELOPMENT, LLC

WHEAT RIDGE

HANCE RANCH

11818 W. 52ND AVE.  
DISTRICT BOUNDARIES MAP

JEFFERSON COUNTY

INITIAL SUBMITTAL 05.01.2019  
DRAWING SIZE 8.5" X 11"  
SURVEY FIRM BASELINE SURVEY DATE 07.11.2016  
JOB NO. C03206  
DRAWING NAME 3206 DESCRIPTIONS.dwg  
SHEET 1 OF 1

B


## **EXHIBIT C**

### City of Wheat Ridge Vicinity Map

EXHIBIT C



VICINITY MAP  
SCALE: 1" = 1000'



**Engineering - Planning - Surveying**

112 N RUBEY DRIVE, SUITE 210 • GOLDEN, COLORADO 80403  
P: 303.940.8966 • F: 303.940.8959 • [www.baselinecorp.com](http://www.baselinecorp.com)

REVISION	DESCRIPTION	PREPARED BY	DATE	DESIGNED BY
				XXX
				DRAWN BY
				XXX
				CHECKED BY
				XXX

**HANCE RANCH DEVELOPMENT, LLC**

WHEAT RIDGE

**HANCE RANCH**

11818 W. 52ND AVE.

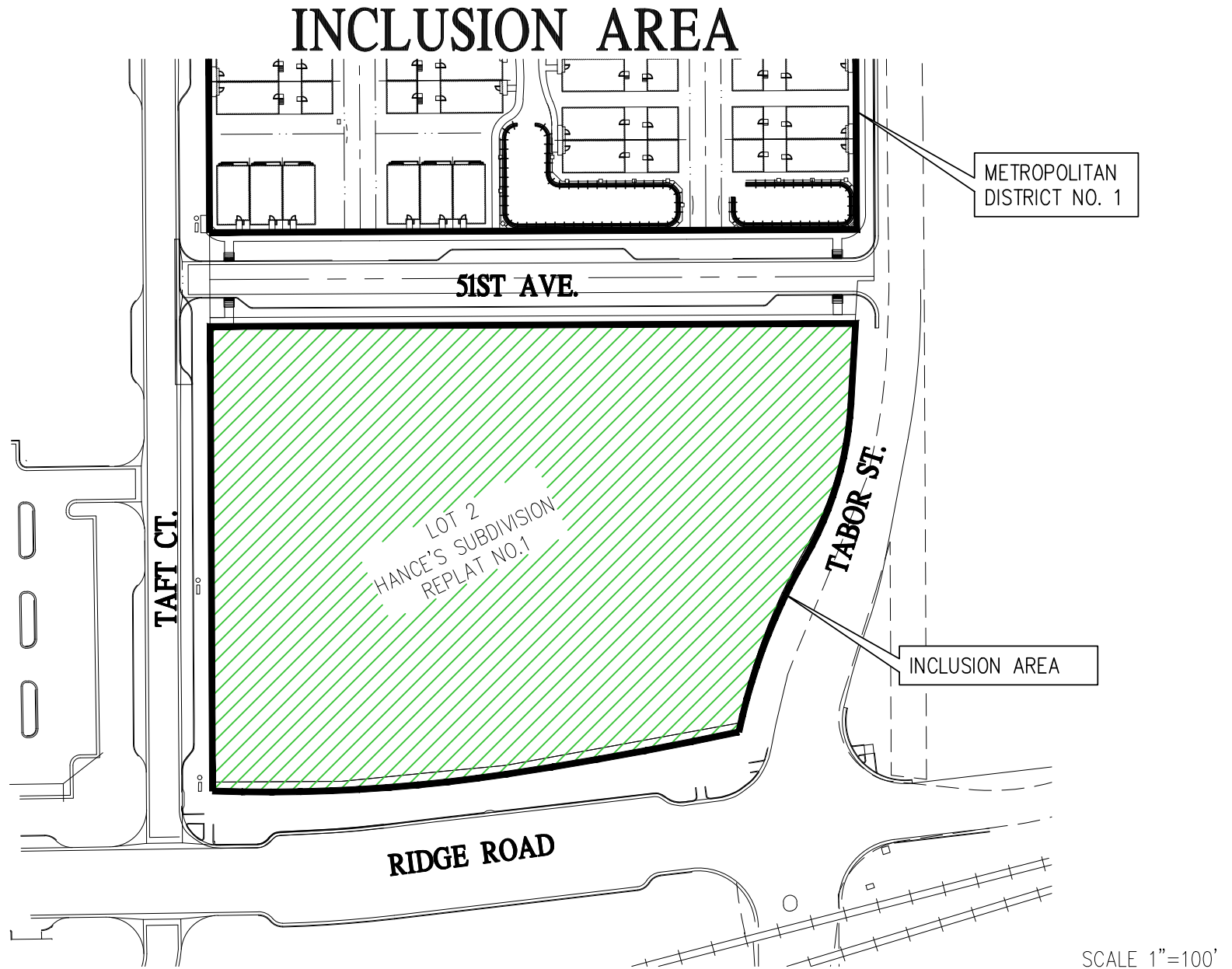
VICINITY MAP

JEFFERSON COUNTY

INITIAL SUBMITTAL	05.01.2019
DRAWING SIZE	8.5" X 11"
SURVEY FIRM	BASELINE
SURVEY DATE	07.11.2016
JOB NO.	C03206
DRAWING NAME	3206 DESCRIPTIONS.dwg
SHEET	1 OF 1
C	

## **EXHIBIT D**

### **Inclusion Area Legal Description and Boundary Map**



**BASELINE**

Engineering - Planning - Surveying

112 N RUBEY DRIVE, SUITE 210 - GOLDEN, COLORADO 80403  
P: 303.940.8986 - F: 303.940.8959 - www.baselinecorp.com

REVISION DESCRIPTION

PREPARED BY

DATE

DESIGNED BY

XXX

DRAWN BY

XXX

CHECKED BY

XXX

**HANCE RANCH DEVELOPMENT, LLC**

WHEAT RIDGE

**HANCE RANCH**

11818 W. 52ND AVE.  
INCLUSION AREA EXHIBIT


JEFFERSON COUNTY

INITIAL SUBMITTAL	05.01.2019
DRAWING SIZE	8.5" X 11"
SURVEY FIRM	BASELINE
SURVEY DATE	07.11.2016
JOB NO.	C03206
DRAWING NAME	3206 DESCRIPTIONS.dwg
SHEET	1 OF 1

EX

## LEGAL DESCRIPTION OF THE INCLUSION AREA

LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH  
PRINCIPAL MERIDIAN, CITY OF WHEAT RIDGE, COUNTY OF JEFFERSON, STATE OF COLORADO;  
LOT 2 HANCE'S SUBDIVISION REPLAT NO.1 , AS RECORDED AT RECEPTION NUMBER 2017076231 IN THE OFFICIAL RECORDS OF  
THE COUNTY OF JEFFERSON, STATE OF COLORADO.

 <p><b>BASELINE</b> Engineering - Planning - Surveying</p> <p>112 N RUBEY DRIVE, SUITE 210 - GOLDEN, COLORADO 80403 P: 303.940.9966 - F: 303.940.9969 - www.baselinecorp.com</p>	REVISION	DESCRIPTION	PREPARED BY	DATE	DESIGNED BY	<p><b>HANCE RANCH DEVELOPMENT, LLC</b></p> <p>WHEAT RIDGE</p> <p>HANCE RANCH</p> <p>11818 W. 52ND AVE.</p> <p>INCLUSION AREA LEGAL DESCRIPTION</p> <p>JEFFERSON COUNTY</p>	INITIAL SUBMITTAL 05.01.2019	
					XXX			DRAWING SIZE 8.5" X 11"
					DRAWN BY			SURVEY FIRM BASELINE
					XXX			SURVEY DATE 07.11.2016
					CHECKED BY		JOB NO. C03206	
					XXX		DRAWING NAME 3206 DESCRIPTIONS.dwg	
							SHEET 1 OF 1	
							EX	

## **EXHIBIT E**

Intergovernmental Agreement between District and City of Wheat Ridge

**INTERGOVERNMENTAL AGREEMENT BETWEEN**  
**THE CITY OF WHEAT RIDGE, COLORADO**  
**AND HANCE RANCH METROPOLITAN DISTRICT**

THIS INTERGOVERNMENTAL AGREEMENT (the “**Agreement**”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2019, by, between and among the CITY OF WHEAT RIDGE, Colorado (“**City**”), and HANCE RANCH METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”). The City and the District are each referred to herein as a “**Party**” and together referred to herein as the “**Parties**”.

**RECITALS**

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the Service Plan for Hance Ranch Metropolitan District, approved by the City on \_\_\_\_\_, 2019 (“**Service Plan**”); and

WHEREAS, the Service Plan requires that the District approves this Agreement after approval of the Service Plan by the City; and

WHEREAS, the City and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Agreement; and

WHEREAS, all defined terms set forth herein shall have the same meaning as set forth in the Service Plan.

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**COVENANTS AND AGREEMENTS**

1.     Operations and Maintenance. The District shall dedicate the Public Improvements to the City or other appropriate jurisdiction in a manner contemplated under the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. The District shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise dedicated to the City or other public entity.

2.     Construction Standards. The District will ensure that Public Improvements constructed by the District are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction, including the Colorado Department of Health, and other applicable local, state or federal agencies.

3.     Inclusion of Property. The District shall not include within its boundaries any property outside the Service Area without the prior written consent of the City.

4. Total Debt Issuance. The District shall not issue Debt in excess of Six Million Dollars (\$6,000,000). Debt that is issued for the purpose of refunding outstanding District Debt shall not be counted against such debt limitation, provided, however, that if the aggregate principal amount of the refunding Debt exceeds the outstanding aggregate principal amount of the refunded Debt, the increase in principal amount shall be counted against such debt limitation.

5. Bankruptcy. All of the limitations contained in the Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the City to approve the Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) are, together with all other requirements of State law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

7. Dissolution. Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file a petition in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State statutes.

8. Disclosure to Purchasers. The District will use reasonable efforts to assure that all developers of the property located within the District provide written notice to all purchasers of property in the District regarding the Maximum Debt Mill Levy, as well as a general description of the District’s authority to impose and collect rates, Fees, tolls and charges. The form of notice shall be filed with the City prior to the initial issuance of the Debt by the District and shall be recorded in the Service Area.

9. Annual Report. The District shall be responsible for submitting an annual report to the City Clerk at the City’s administrative offices by no later than September 1st of each year following the year in which the Service Plan is approved by the City Council. The annual report shall reflect activity and financial events of the District during the Report Year.

10. Maximum Debt Mill Levy. The “**Maximum Debt Mill Levy**” shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Debt, and shall be determined as follows:

(a) For the portion of any aggregate Debt which exceeds fifty percent (50%) of the District’s assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be Sixty (60) mills less the number of mills necessary to pay unlimited mill levy Debt described in Section (b) below; provided that if, on or after January 1, 2018, changes are made in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement; the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2018, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

(b) For the portion of any aggregate Debt which is equal to or less than fifty percent (50%) of the District’s assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

(c) For purposes of the foregoing, once Debt has been determined to be within Section (b) above, such that the District is entitled to pledge to its payment an unlimited ad valorem mill levy, the District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in such District’s Debt to assessed ratio. All Debt issued by the District must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term “District” as used herein shall be deemed to refer to the District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of the definitions and limitations herein.

11. Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District:

Hance Ranch Metropolitan District  
2154 East Commons Ave., Suite 2000  
Centennial, CO 80122  
ATTN: Kristin Tompkins, Esq.  
Phone: (303) 858-1800  
Fax: (303) 858-1801  
Email: [ktompkins@wbapc.com](mailto:ktompkins@wbapc.com)

To the City:

City of Wheat Ridge  
7500 W. 29<sup>th</sup> Ave.,  
Wheat Ridge, CO 80033  
ATTN: Patrick Goff, City Manager  
Phone: (303) 235-2805  
Email: [pgoff@ci.wheatridge.co.us](mailto:pgoff@ci.wheatridge.co.us)

With a copy to:

Murray Dahl Kuechenmeister & Renaud LLP  
710 Kipling Street, Suite 300  
Lakewood, CO 80215  
ATTN: Gerald Dahl  
Phone: (303) 493-6670  
Email: [gdahl@mdkrlaw.com](mailto:gdahl@mdkrlaw.com)

All notices, demands, requests or other communications shall be effective upon such personal delivery or 1 business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or 3 business days after deposit in the United States mail. By giving the other party hereto at least 10 days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

12. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

13. Assignment. No Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of all other Parties, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

14. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Parties shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party/Parties in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

15. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado and venue shall be in the District Court in and for the county in which the District is located.

16. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

17. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

18. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

19. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

20. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

21. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

22. Defined Terms. Capitalized terms used herein and not otherwise defined shall have meanings ascribed to them in the Service Plan.

*(Signature page follows)*

IN WITNESS WHEREOF, this Agreement is executed by the City and District as of the date first above written.

**HANCE RANCH METROPOLITAN  
DISTRICT**

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

Attest:

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

**CITY OF WHEAT RIDGE, COLORADO**

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

Attest:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

## **EXHIBIT F**

### Capital Plan

PROJECT:  
# OF LOTS:

DESCRIPTION	DISTRICT BUDGET 08/01/19
<b>PREDEVELOPMENT</b>	
PERMIT FEES	\$65,431.96
Subtotal	\$65,431.96
<b>PUBLIC IMPROVEMENTS</b>	
SOIL TESTING	\$71,150.00
SURVEYING	\$85,000.00
MOBILIZATION	\$20,000.00
GRADING	\$107,651.00
DEMOLITION	\$23,239.00
SEWER	\$131,225.00
WATER	\$237,257.00
STORM SEWER	\$161,391.00
STREET LIGHTS	\$129,946.00
CURB, GUTTER & CITY WALK	\$164,854.10
PAVING & ADJUSTMENT	\$196,542.00
SIGNAGE & STRIPING	\$16,500.00
LANDSCAPING	\$291,044.00
Subtotal	\$1,635,799.10
CUMULATIVE SUBTOTAL	\$1,701,231.06
<b>MISCELLANEOUS COSTS</b>	
CONTINGENCY	\$119,086.17
Subtotal	\$119,086.17
CUMULATIVE SUBTOTAL	\$1,820,317.24
MANAGEMENT FEE	\$45,507.93
GRAND TOTAL	\$1,865,825.17

## **EXHIBIT G**

### Financial Plan

# HANCE RANCH STATION METROPOLITAN DISTRICT



Development Projection at 60.000 (target) District Mills -- SERVICE PLAN

Series 2021, G.O. Bonds, Non-Rated, 100x, 30-yr. Maturity

YEAR	<<<<<< Residential >>>>>>				< Platted/Developed Lots >				District D/S Mill Levy [60.000 Target] [60.000 Cap]	District D/S Mill Levy Collections @ 98%	District S.O. Taxes Collected @ 6%	Total Facility Fees Collections	Total Available Revenue
	Total Res'l Units	Mkt Value Biennial Reasses'mt @ 6.0%	Cumulative Market Value	As'ed Value @ 7.20% of Market (2-yr lag)	Cumulative Market Value	As'ed Value @ 29.00% of Market (2-yr lag)	Total Assessed Value						
2017	0		0		\$0		\$0			0	\$0	\$0	\$0
2018	0		0		0		0			0	0	0	0
2019	0		0	0	0	0	0	60.000		0	0	0	0
2020	0	0	0	0	1,440,000	0	0	60.000		0	0	0	0
2021	32		14,981,760	0	1,395,000	0	0	60.000		0	0	0	0
2022	31	898,906	30,684,517	0	0	417,600	417,600	60.000		24,555	1,473	0	26,028
2023	0		30,684,517	1,078,687	0	404,550	1,483,237	60.000		87,214	5,233	0	92,447
2024	0	1,841,071	32,525,588	2,209,285	0	0	2,209,285	60.000		129,906	7,794	0	137,700
2025	0		32,525,588	2,209,285	0	0	2,209,285	60.000		129,906	7,794	0	137,700
2026	0	1,951,535	34,477,124	2,341,842	0	0	2,341,842	60.000		137,700	8,262	0	145,962
2027	0		34,477,124	2,341,842	0	0	2,341,842	60.000		137,700	8,262	0	145,962
2028	0	2,068,627	36,545,751	2,482,353	0	0	2,482,353	60.000		145,962	8,758	0	154,720
2029	0		36,545,751	2,482,353	0	0	2,482,353	60.000		145,962	8,758	0	154,720
2030	0	2,192,745	38,738,496	2,631,294	0	0	2,631,294	60.000		154,720	9,283	0	164,003
2031	0		38,738,496	2,631,294	0	0	2,631,294	60.000		154,720	9,283	0	164,003
2032	0	2,324,310	41,062,806	2,789,172	0	0	2,789,172	60.000		164,003	9,840	0	173,843
2033	0		41,062,806	2,789,172	0	0	2,789,172	60.000		164,003	9,840	0	173,843
2034	0	2,463,768	43,526,574	2,956,522	0	0	2,956,522	60.000		173,843	10,431	0	184,274
2035	0		43,526,574	2,956,522	0	0	2,956,522	60.000		173,843	10,431	0	184,274
2036	0	2,611,594	46,138,169	3,133,913	0	0	3,133,913	60.000		184,274	11,056	0	195,331
2037	0		46,138,169	3,133,913	0	0	3,133,913	60.000		184,274	11,056	0	195,331
2038		2,768,290	48,906,459	3,321,948	0	0	3,321,948	60.000		195,331	11,720		207,050
2039			48,906,459	3,321,948	0	0	3,321,948	60.000		195,331	11,720		207,050
2040		2,934,388	51,840,846	3,521,265	0	0	3,521,265	60.000		207,050	12,423		219,473
2041			51,840,846	3,521,265	0	0	3,521,265	60.000		207,050	12,423		219,473
2042		3,110,451	54,951,297	3,732,541	0	0	3,732,541	60.000		219,473	13,168		232,642
2043			54,951,297	3,732,541	0	0	3,732,541	60.000		219,473	13,168		232,642
2044		3,297,078	58,248,375	3,956,493	0	0	3,956,493	60.000		232,642	13,959		246,600
2045			58,248,375	3,956,493	0	0	3,956,493	60.000		232,642	13,959		246,600
2046		3,494,902	61,743,277	4,193,883	0	0	4,193,883	60.000		246,600	14,796		261,396
2047			61,743,277	4,193,883	0	0	4,193,883	60.000		246,600	14,796		261,396
2048		3,704,597	65,447,874	4,445,516	0	0	4,445,516	60.000		261,396	15,684		277,080
2049			65,447,874	4,445,516	0	0	4,445,516	60.000		261,396	15,684		277,080
2050		3,926,872	69,374,746	4,712,247	0	0	4,712,247	60.000		277,080	16,625		293,705
2051			69,374,746	4,712,247	0	0	4,712,247	60.000		277,080	16,625		293,705
	63	39,589,135								5,571,734	334,304	0	5,906,038

**HANCE RANCH STATION METROPOLITAN DISTRICT**

Development Projection at 60.000 (target) District Mills -- SERVICE PLAN

Series 2021, G.O. Bonds, Non-Rated, 100x, 30-yr. Maturity

YEAR	Net Available for Debt Svc	Series 2021 \$2,855,000 Par [Net \$2.022 MM] Net Debt Service	Annual Surplus	Surplus Release @ to \$285,500	Cumulative Surplus \$285,500 Target	Senior Debt/ Assessed Ratio	Senior Debt/ Act'l Value Ratio	Cov. of Net DS: @ 60.000 Target	Cov. of Net DS: @ 60.000 Cap
2017	\$0								
2018	0								
2019	0								
2020	0								
2021	0	\$0	0		0	0%	0%	0%	0%
2022	26,028	0	26,028	0	26,028	192%	9%	0%	0%
2023	92,447	71,375	21,072	0	47,100	129%	9%	130%	130%
2024	137,700	142,750	(5,050)	0	42,051	129%	9%	97%	97%
2025	137,700	142,750	(5,050)	0	37,001	122%	8%	97%	97%
2026	145,962	142,750	3,212	0	40,213	122%	8%	102%	102%
2027	145,962	142,750	3,212	0	43,426	115%	8%	102%	102%
2028	154,720	152,750	1,970	0	45,396	115%	8%	101%	101%
2029	154,720	152,250	2,470	0	47,866	108%	7%	102%	102%
2030	164,003	161,750	2,253	0	50,119	108%	7%	101%	101%
2031	164,003	160,750	3,253	0	53,372	101%	7%	102%	102%
2032	173,843	169,750	4,093	0	57,466	100%	7%	102%	102%
2033	173,843	173,250	593	0	58,059	94%	6%	100%	100%
2034	184,274	181,500	2,774	0	60,834	92%	6%	102%	102%
2035	184,274	179,250	5,024	0	65,858	86%	6%	103%	103%
2036	195,331	192,000	3,331	0	69,188	84%	6%	102%	102%
2037	195,331	194,000	1,331	0	70,519	78%	5%	101%	101%
2038	207,050	205,750	1,300	0	71,819	76%	5%	101%	101%
2039	207,050	206,750	300	0	72,120	69%	5%	100%	100%
2040	219,473	217,500	1,973	0	74,093	67%	5%	101%	101%
2041	219,473	217,500	1,973	0	76,066	60%	4%	101%	101%
2042	232,642	232,250	392	0	76,458	57%	4%	100%	100%
2043	232,642	231,000	1,642	0	78,100	51%	3%	101%	101%
2044	246,600	244,500	2,100	0	80,200	48%	3%	101%	101%
2045	246,600	242,000	4,600	0	84,801	41%	3%	102%	102%
2046	261,396	259,250	2,146	0	86,947	38%	3%	101%	101%
2047	261,396	260,250	1,146	0	88,093	32%	2%	100%	100%
2048	277,080	275,750	1,330	0	89,423	27%	2%	101%	101%
2049	277,080	275,000	2,080	0	91,504	21%	1%	101%	101%
2050	293,705	288,750	4,955	0	96,458	16%	1%	102%	102%
2051	293,705	289,531	4,174	100,632	0	11%	1%	101%	101%
	5,906,038	5,805,406	100,632	100,632					

[BApr2319 21nrspB

# HANCE RANCH STATION METROPOLITAN DISTRICT

## Operations Revenue and Expense Projection

YEAR	Total Assessed Value	Oper'n's Mill Levy	Total Collections @ 98%	S.O. Taxes Collected @ 6%	Total Available For O&M	Total Mills
2017						
2018						
2019	0	10.000	0	0	0	70.000
2020	0	10.000	0	0	0	70.000
2021	0	10.000	0	0	0	70.000
2022	417,600	10.000	4,092	246	4,338	70.000
2023	1,483,237	10.000	14,536	872	15,408	70.000
2024	2,209,285	10.000	21,651	1,299	22,950	70.000
2025	2,209,285	10.000	21,651	1,299	22,950	70.000
2026	2,341,842	10.000	22,950	1,377	24,327	70.000
2027	2,341,842	10.000	22,950	1,377	24,327	70.000
2028	2,482,353	10.000	24,327	1,460	25,787	70.000
2029	2,482,353	10.000	24,327	1,460	25,787	70.000
2030	2,631,294	10.000	25,787	1,547	27,334	70.000
2031	2,631,294	10.000	25,787	1,547	27,334	70.000
2032	2,789,172	10.000	27,334	1,640	28,974	70.000
2033	2,789,172	10.000	27,334	1,640	28,974	70.000
2034	2,956,522	10.000	28,974	1,738	30,712	70.000
2035	2,956,522	10.000	28,974	1,738	30,712	70.000
2036	3,133,913	10.000	30,712	1,843	32,555	70.000
2037	3,133,913	10.000	30,712	1,843	32,555	70.000
2038	3,321,948	10.000	32,555	1,953	34,508	70.000
2039	3,321,948	10.000	32,555	1,953	34,508	70.000
2040	3,521,265	10.000	34,508	2,071	36,579	70.000
2041	3,521,265	10.000	34,508	2,071	36,579	70.000
2042	3,732,541	10.000	36,579	2,195	38,774	70.000
2043	3,732,541	10.000	36,579	2,195	38,774	70.000
2044	3,956,493	10.000	38,774	2,326	41,100	70.000
2045	3,956,493	10.000	38,774	2,326	41,100	70.000
2046	4,193,883	10.000	41,100	2,466	43,566	70.000
2047	4,193,883	10.000	41,100	2,466	43,566	70.000
2048	4,445,516	10.000	43,566	2,614	46,180	70.000
2049	4,445,516	10.000	43,566	2,614	46,180	70.000
2050	4,712,247	10.000	46,180	2,771	48,951	70.000
2051	4,712,247	10.000	46,180	2,771	48,951	70.000
			928,622	55,717	984,340	

## HANCE RANCH STATION METROPOLITAN DISTRICT

Development Projection -- Buildout Plan (updated 4/18/19)

Residential Development						Residential Summary			
YEAR	<u>SFD</u>							Value +/- of Platted &	
	Incr/(Decr) in		# Units	Price	Market	Total	Total	Developed Lots	
	# Lots	Finished Lot						Adjustment	Adjusted Value
	Devel'd	Value @	Completed	Inflated @	Value	Residential	Res'l Units		
		10%	63 target	2%		Market Value			
2017	0	0		\$450,000	0	\$0	0	0	0
2018	0	0		450,000	0	0	0	0	0
2019	0	0		450,000	0	0	0	0	0
2020	32	1,440,000		459,000	0	0	0	0	1,440,000
2021	31	(45,000)	32	468,180	14,981,760	14,981,760	32	0	(45,000)
2022	0	(1,395,000)	31	477,544	14,803,852	14,803,852	31	0	(1,395,000)
2023	0	0	0	487,094	0	0	0	0	0
2024	0	0	0	496,836	0	0	0	0	0
2025	0	0	0	506,773	0	0	0	0	0
2026	0	0	0	516,909	0	0	0	0	0
2027	0	0	0	527,247	0	0	0	0	0
2028	0	0	0	537,792	0	0	0	0	0
2029	0	0	0	548,547	0	0	0	0	0
2030	0	0	0	559,518	0	0	0	0	0
2031	0	0	0	570,709	0	0	0	0	0
2032	0	0	0	582,123	0	0	0	0	0
2033	0	0	0	593,765	0	0	0	0	0
2034	0	0	0	605,641	0	0	0	0	0
2035	0	0	0	617,754	0	0	0	0	0
2036	0	0	0	630,109	0	0	0	0	0
2037		0	0	642,711	0	0	0	0	0
	63	0	63		29,785,612	29,785,612	63	0	0

## SOURCES AND USES OF FUNDS

**HANCE RANCH STATION METROPOLITAN DISTRICT  
GENERAL OBLIGATION BONDS, SERIES 2021  
60.000 (target) Mills  
Non-Rated, 100x, 30-yr. Maturity  
(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)  
[ Preliminary -- for discussion only ]**

Dated Date	12/01/2021
Delivery Date	12/01/2021

**Sources:**

Bond Proceeds:	
Par Amount	2,855,000.00
	2,855,000.00

**Uses:**

Project Fund Deposits:	
Project Fund	2,022,056.25
Other Fund Deposits:	
Capitalized Interest Fund	214,125.00
Debt Service Reserve Fund	261,718.75
	475,843.75
Cost of Issuance:	
Other Cost of Issuance	300,000.00
Delivery Date Expenses:	
Underwriter's Discount	57,100.00
	2,855,000.00

## BOND SUMMARY STATISTICS

### HANCE RANCH STATION METROPOLITAN DISTRICT

#### GENERAL OBLIGATION BONDS, SERIES 2021

60.000 (target) Mills

Non-Rated, 100x, 30-yr. Maturity

(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)

[ Preliminary -- for discussion only ]

Dated Date	12/01/2021
Delivery Date	12/01/2021
First Coupon	06/01/2022
Last Maturity	12/01/2051
Arbitrage Yield	5.000000%
True Interest Cost (TIC)	5.148830%
Net Interest Cost (NIC)	5.000000%
All-In TIC	6.010454%
Average Coupon	5.000000%
Average Life (years)	24.002
Weighted Average Maturity (years)	24.002
Duration of Issue (years)	13.861
Par Amount	2,855,000.00
Bond Proceeds	2,855,000.00
Total Interest	3,426,250.00
Net Interest	3,483,350.00
Bond Years from Dated Date	68,525,000.00
Bond Years from Delivery Date	68,525,000.00
Total Debt Service	6,281,250.00
Maximum Annual Debt Service	551,250.00
Average Annual Debt Service	209,375.00
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	20.000000
Total Underwriter's Discount	20.000000
Bid Price	98.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	PV of 1 bp change
Term Bond due 2051	2,855,000.00	100.000	5.000%	24.002	12/01/2045	4,425.25
	2,855,000.00			24.002		4,425.25

	TIC	All-In TIC	Arbitrage Yield
Par Value	2,855,000.00	2,855,000.00	2,855,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-57,100.00	-57,100.00	
- Cost of Issuance Expense		-300,000.00	
- Other Amounts			
Target Value	2,797,900.00	2,497,900.00	2,855,000.00
Target Date	12/01/2021	12/01/2021	12/01/2021
Yield	5.148830%	6.010454%	5.000000%

## BOND DEBT SERVICE

**HANCE RANCH STATION METROPOLITAN DISTRICT  
GENERAL OBLIGATION BONDS, SERIES 2021  
60.000 (target) Mills  
Non-Rated, 100x, 30-yr. Maturity  
(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)  
[ Preliminary -- for discussion only ]**

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2022			71,375	71,375	
12/01/2022			71,375	71,375	142,750
06/01/2023			71,375	71,375	
12/01/2023			71,375	71,375	142,750
06/01/2024			71,375	71,375	
12/01/2024			71,375	71,375	142,750
06/01/2025			71,375	71,375	
12/01/2025			71,375	71,375	142,750
06/01/2026			71,375	71,375	
12/01/2026			71,375	71,375	142,750
06/01/2027			71,375	71,375	
12/01/2027			71,375	71,375	142,750
06/01/2028			71,375	71,375	
12/01/2028	10,000	5.000%	71,375	81,375	152,750
06/01/2029			71,125	71,125	
12/01/2029	10,000	5.000%	71,125	81,125	152,250
06/01/2030			70,875	70,875	
12/01/2030	20,000	5.000%	70,875	90,875	161,750
06/01/2031			70,375	70,375	
12/01/2031	20,000	5.000%	70,375	90,375	160,750
06/01/2032			69,875	69,875	
12/01/2032	30,000	5.000%	69,875	99,875	169,750
06/01/2033			69,125	69,125	
12/01/2033	35,000	5.000%	69,125	104,125	173,250
06/01/2034			68,250	68,250	
12/01/2034	45,000	5.000%	68,250	113,250	181,500
06/01/2035			67,125	67,125	
12/01/2035	45,000	5.000%	67,125	112,125	179,250
06/01/2036			66,000	66,000	
12/01/2036	60,000	5.000%	66,000	126,000	192,000
06/01/2037			64,500	64,500	
12/01/2037	65,000	5.000%	64,500	129,500	194,000
06/01/2038			62,875	62,875	
12/01/2038	80,000	5.000%	62,875	142,875	205,750
06/01/2039			60,875	60,875	
12/01/2039	85,000	5.000%	60,875	145,875	206,750
06/01/2040			58,750	58,750	
12/01/2040	100,000	5.000%	58,750	158,750	217,500
06/01/2041			56,250	56,250	
12/01/2041	105,000	5.000%	56,250	161,250	217,500
06/01/2042			53,625	53,625	
12/01/2042	125,000	5.000%	53,625	178,625	232,250
06/01/2043			50,500	50,500	
12/01/2043	130,000	5.000%	50,500	180,500	231,000
06/01/2044			47,250	47,250	
12/01/2044	150,000	5.000%	47,250	197,250	244,500
06/01/2045			43,500	43,500	
12/01/2045	155,000	5.000%	43,500	198,500	242,000
06/01/2046			39,625	39,625	
12/01/2046	180,000	5.000%	39,625	219,625	259,250
06/01/2047			35,125	35,125	
12/01/2047	190,000	5.000%	35,125	225,125	260,250
06/01/2048			30,375	30,375	
12/01/2048	215,000	5.000%	30,375	245,375	275,750
06/01/2049			25,000	25,000	
12/01/2049	225,000	5.000%	25,000	250,000	275,000
06/01/2050			19,375	19,375	
12/01/2050	250,000	5.000%	19,375	269,375	288,750
06/01/2051			13,125	13,125	
12/01/2051	525,000	5.000%	13,125	538,125	551,250
	2,855,000		3,426,250	6,281,250	6,281,250

## NET DEBT SERVICE

**HANCE RANCH STATION METROPOLITAN DISTRICT**  
**GENERAL OBLIGATION BONDS, SERIES 2021**  
**60.000 (target) Mills**  
**Non-Rated, 100x, 30-yr. Maturity**  
**(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)**  
**[ Preliminary -- for discussion only ]**

Period Ending	Principal	Interest	Total Debt Service	Debt Service Reserve Fund	Capitalized Interest Fund	Net Debt Service
12/01/2022		142,750	142,750		142,750	
12/01/2023		142,750	142,750		71,375	71,375.00
12/01/2024		142,750	142,750			142,750.00
12/01/2025		142,750	142,750			142,750.00
12/01/2026		142,750	142,750			142,750.00
12/01/2027		142,750	142,750			142,750.00
12/01/2028	10,000	142,750	152,750			152,750.00
12/01/2029	10,000	142,250	152,250			152,250.00
12/01/2030	20,000	141,750	161,750			161,750.00
12/01/2031	20,000	140,750	160,750			160,750.00
12/01/2032	30,000	139,750	169,750			169,750.00
12/01/2033	35,000	138,250	173,250			173,250.00
12/01/2034	45,000	136,500	181,500			181,500.00
12/01/2035	45,000	134,250	179,250			179,250.00
12/01/2036	60,000	132,000	192,000			192,000.00
12/01/2037	65,000	129,000	194,000			194,000.00
12/01/2038	80,000	125,750	205,750			205,750.00
12/01/2039	85,000	121,750	206,750			206,750.00
12/01/2040	100,000	117,500	217,500			217,500.00
12/01/2041	105,000	112,500	217,500			217,500.00
12/01/2042	125,000	107,250	232,250			232,250.00
12/01/2043	130,000	101,000	231,000			231,000.00
12/01/2044	150,000	94,500	244,500			244,500.00
12/01/2045	155,000	87,000	242,000			242,000.00
12/01/2046	180,000	79,250	259,250			259,250.00
12/01/2047	190,000	70,250	260,250			260,250.00
12/01/2048	215,000	60,750	275,750			275,750.00
12/01/2049	225,000	50,000	275,000			275,000.00
12/01/2050	250,000	38,750	288,750			288,750.00
12/01/2051	525,000	26,250	551,250	261,718.75		289,531.25
	2,855,000	3,426,250	6,281,250	261,718.75	214,125	5,805,406.25

## BOND SOLUTION

### HANCE RANCH STATION METROPOLITAN DISTRICT GENERAL OBLIGATION BONDS, SERIES 2021 60.000 (target) Mills

**Non-Rated, 100x, 30-yr. Maturity**  
**(SERVICE PLAN: Full Growth + 6.00% Bi-Reassessment Projections)**  
**[ Preliminary -- for discussion only ]**

Period Ending	Proposed Principal	Proposed Debt Service	Debt Service Adjustments	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Serv Coverage
12/01/2022		142,750	-142,750		26,028	26,028	
12/01/2023		142,750	-71,375	71,375	92,447	21,072	129.52319%
12/01/2024		142,750		142,750	137,700	-5,050	96.46258%
12/01/2025		142,750		142,750	137,700	-5,050	96.46258%
12/01/2026		142,750		142,750	145,962	3,212	102.25033%
12/01/2027		142,750		142,750	145,962	3,212	102.25033%
12/01/2028	10,000	152,750		152,750	154,720	1,970	101.28975%
12/01/2029	10,000	152,250		152,250	154,720	2,470	101.62239%
12/01/2030	20,000	161,750		161,750	164,003	2,253	101.39308%
12/01/2031	20,000	160,750		160,750	164,003	3,253	102.02383%
12/01/2032	30,000	169,750		169,750	173,843	4,093	102.41148%
12/01/2033	35,000	173,250		173,250	173,843	593	100.34256%
12/01/2034	45,000	181,500		181,500	184,274	2,774	101.52843%
12/01/2035	45,000	179,250		179,250	184,274	5,024	102.80285%
12/01/2036	60,000	192,000		192,000	195,331	3,331	101.73466%
12/01/2037	65,000	194,000		194,000	195,331	1,331	100.68585%
12/01/2038	80,000	205,750		205,750	207,050	1,300	100.63202%
12/01/2039	85,000	206,750		206,750	207,050	300	100.14529%
12/01/2040	100,000	217,500		217,500	219,473	1,973	100.90731%
12/01/2041	105,000	217,500		217,500	219,473	1,973	100.90731%
12/01/2042	125,000	232,250		232,250	232,642	392	100.16870%
12/01/2043	130,000	231,000		231,000	232,642	1,642	100.71074%
12/01/2044	150,000	244,500		244,500	246,600	2,100	100.85903%
12/01/2045	155,000	242,000		242,000	246,600	4,600	101.90096%
12/01/2046	180,000	259,250		259,250	261,396	2,146	100.82790%
12/01/2047	190,000	260,250		260,250	261,396	1,146	100.44048%
12/01/2048	215,000	275,750		275,750	277,080	1,330	100.48236%
12/01/2049	225,000	275,000		275,000	277,080	2,080	100.75641%
12/01/2050	250,000	288,750		288,750	293,705	4,955	101.71599%
12/01/2051	525,000	551,250	-261,719	289,531	293,705	4,174	101.44153%
	2,855,000	6,281,250	-475,844	5,805,406	5,906,038	100,632	

**REQUEST FOR CITY COUNCIL ACTION**

**TITLE: RESOLUTION NO. 46-2019 – A RESOLUTION APPROVING THE ASSIGNMENT TO THE HOUSING AUTHORITY OF THE CITY OF LAKEWOOD, COLORADO, D/B/A METRO WEST HOUSING SOLUTIONS OF \$1,667,715 OF THE CITY OF WHEAT RIDGE, COLORADO'S 2019 PRIVATE ACTIVITY BOND VOLUME CAP ALLOCATION FROM THE STATE CEILING FOR PRIVATE ACTIVITY BONDS; AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN ASSIGNMENT AND OTHER DOCUMENTS IN CONNECTION THEREWITH**


☒ PUBLIC HEARING  
☐ BIDS/MOTIONS  
☒ RESOLUTIONS

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

QUASI-JUDICIAL:

☐ YES

☒ NO

  
\_\_\_\_\_  
City Manager**ISSUE:**

The City of Wheat Ridge has received an allocation of \$1,667,715 for the purpose of issuing Private Activity Bonds (PABs) in 2019 under the state ceiling imposed by the Tax Reform Act of 1987. Staff recommends assigning the City's allocation to Metro West Housing Solutions which has agreed to issue PABs for the renovation of the Caesar Square Apartments owned and operated by the Jefferson County Housing Authority.

**PRIOR ACTION:**

The City of Wheat Ridge has traditionally assigned the City's PAB allocation to either CHFA or the Metro Mayors Caucus for single family mortgage revenue bonds. The last allocation assignment was approved in 2011 to CHFA. Since 2011, neither CHFA nor the Metro Mayors Caucus were accepting applications for allocations because of the decline in the financial markets and the impact that has had on investor interest in PAB. Between 2012 and 2018, the City's allocation was relinquished to the statewide balance for distribution to applicants by the Department of Local Affairs.

**FINANCIAL IMPACT:**

There is no direct financial impact to the City of Wheat Ridge. However, injecting PAB capital into the community has a direct impact on real estate, construction, and financial markets by stimulating economic activity and jobs.

**BACKGROUND:**

PABs are tax exempt bonds designed to offer low-cost financing to private sector borrowers for projects that create jobs and expand the tax bases of local communities. PABs may be used to finance a broad array of community development projects including housing, manufacturing, higher education, infrastructure, and environmental projects. The bonding authority which allows the issuance of PAB is Volume Cap, created under the federal Tax Reform Act of 1986. The federal government allocates a maximum amount of Volume Cap use to each state annually, based on population.

Per Colorado statute, the Department of Local Affairs (DOLA) administers the state's allocation of Volume Cap. Under the statute, 50 percent of Colorado's allocation is given directly to statewide authorities, with DOLA deciding the proportional allocation of each. The remaining 50 percent of annual Volume Cap is allocated to local issuing authorities. A local issuing authority consists of "any city, town, county, or city and county which has a population in any year which would result in the local issuing authority having any allocation of the state ceiling in excess of one million dollars" (CRS 24-32-1702-8). After allocating Volume Cap to local issuing authorities, any remaining balance becomes available by application to the statewide balance.

**RECOMMENDATIONS:**

Staff recommends assigning the City's PAB allocation to Metro West Housing Solutions for the renovation of the Caesar Square Apartments in Wheat Ridge.

**RECOMMENDED MOTION:**

"I move to approve Resolution No. 46-2019, a resolution approving the assignment to the Housing Authority of the City of Lakewood, Colorado, D/B/A Metro West Housing Solutions of \$1,667,715 of the City of Wheat Ridge, Colorado's 2019 Private Activity Bond Volume Cap Allocation from the State Ceiling for Private Activity Bonds; and authorizing the execution and delivery of an Assignment and other documents in connection therewith."

Or,

“I move to return the unused portion of the PAB allocation to the Statewide Balance for the following reason(s) \_\_\_\_\_.”

**REPORT PREPARED BY:**

Patrick Goff, City Manager

**ATTACHMENTS:**

1. Resolution No. 46-2019
2. Assignment of Allocation
3. Memo from JCHA
4. Caesar Square Renovation Plans

**CITY OF WHEAT RIDGE, COLORADO**  
**RESOLUTION NO. 46**  
**Series of 2019**

**TITLE: A RESOLUTION APPROVING THE ASSIGNMENT TO THE HOUSING AUTHORITY OF THE CITY OF LAKEWOOD, COLORADO, D/B/A METRO WEST HOUSING SOLUTIONS OF \$1,667,715 OF THE CITY OF WHEAT RIDGE, COLORADO'S 2019 PRIVATE ACTIVITY BOND VOLUME CAP ALLOCATION FROM THE STATE CEILING FOR PRIVATE ACTIVITY BONDS; AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN ASSIGNMENT AND OTHER DOCUMENTS IN CONNECTION THEREWITH**

**WHEREAS**, the City of Wheat Ridge, Colorado (the "City") has been awarded on January 1, 2019 \$1,667,715 (the "2019 Allocation") of the bond ceiling for the State of Colorado (the "State") and its issuing authorities pursuant to the Colorado Private Activity Bond Ceiling Allocation Act, constituting Part 17 of Article 32 of Title 24, Colorado Revised Statutes, as amended (the "Allocation Act"), for use in the issuance of private activity bonds; and

**WHEREAS**, the Allocation Act provides for the assignment of bond allocations between "issuing authorities" (as defined in the Allocation Act) of the State; and

**WHEREAS**, the Housing Authority of the City of Lakewood, Colorado, d/b/a Metro West Housing Solutions (the "Assignee") is authorized to issue housing revenue bonds constituting private activity bonds pursuant to the Housing Authorities Law, Part 2 of Article 4 of Title 29, Colorado Revised Statutes, as amended (the "Act") and the Supplemental Public Securities Act, Part 2, Article 57, Title 11 of the Colorado Revised Statutes, as amended, (the "Supplemental Act"); and

**WHEREAS**, the City desires to assign and transfer to the Assignee all of the City's 2019 Allocation, which the City and the Assignee will commit and reserve for the issuance of such private activity bonds; and

**WHEREAS**, the City and the Assignee intend that the 2019 Allocation be utilized for a proposed multifamily project to be located at 9235-9355 W. 48<sup>th</sup> Avenue, Wheat Ridge, Colorado known as the Caesar Square Apartments (or such other name as designated by the Jefferson County Housing Authority or CSA LIHTC, LLC, who will be the borrower for the private activity bond transaction) (the "Project"); and

**WHEREAS**, it is necessary to evidence such assignment and transfer and the acceptance thereof by the execution and delivery by the City of an Assignment, dated as of August 26, 2019 (the "Assignment"), by and between the City and the Assignee; and

**WHEREAS**, the Assignee proposes to issue its housing revenue bonds pursuant to the Act and the Supplemental Act, to finance "projects" under the Act (the "Project");

**ATTACHMENT 1**

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

**Section 1.** In order to finance the Project, the City hereby (i) assigns and transfers to the Assignee an amount equal to the 2019 Allocation and (ii) approves, and authorizes and directs the Mayor or City Manager of the City, or in the absence of the Mayor or the City Manager, any other council member of the City Council (the “City Council”), to execute and deliver and the City Clerk to attest and deliver, the Assignment in substantially the form presented to the City Council, with such changes, not inconsistent herewith, as are approved by the person executing the Assignment (whose execution thereof shall constitute conclusive evidence of such approval). A copy of the proposed Assignment is on file in the office of the City Clerk and is available for inspection by the public.

**Section 2.** The Mayor or the City Manager of the City or any other member of the City Council and all appropriate City officers are hereby authorized and directed to execute and deliver and the City Clerk is hereby authorized and directed to attest and deliver such other agreements and certificates and to take such other actions as may be necessary or convenient to carry out and give effect to the Assignment and this Resolution.

**Section 3.** All actions not inconsistent with the provisions of this Resolution heretofore taken by the City Council and the officers of the City directed toward the assignment of the 2019 Allocation and the authorization of the Assignment hereby are ratified, approved, and confirmed.

**Section 4.** Nothing contained in this Resolution or the Assignment shall constitute a debt, indebtedness or multiple-fiscal year direct or indirect debt or other financial obligation of the City within the meaning of the Constitution or statutes of the State or the home rule charter of any political subdivision thereof, nor give rise to a pecuniary liability of the City or a charge against its general credit or taxing powers.

**Section 5.** If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

**Section 6.** This Resolution shall be in full force and effect upon its passage and approval.

**INTRODUCED, READ, PASSED AND ADOPTED** this 26<sup>th</sup> day of August, 2019.

**CITY OF WHEAT RIDGE, COLORADO**

---

Bud Starker, Mayor

[SEAL]

**ATTEST:**

---

Janelle Shaver, City Clerk

## ASSIGNMENT

**THIS ASSIGNMENT** (this “Assignment”), dated as of the 1st day of August, 2019, is by and between the **CITY OF WHEAT RIDGE, COLORADO** (the “Assignor”), a body corporate and politic and a political subdivision of the State of Colorado (the “State”), and the **HOUSING AUTHORITY OF THE CITY OF LAKEWOOD, COLORADO, D/B/A METRO WEST HOUSING SOLUTIONS** (the “Assignee”), a body corporate and politic of the State;

### WITNESSETH:

**WHEREAS**, the Assignor has been awarded \$1,667,715 (the “2019 Allocation”) of private activity bond volume cap allocation for the State of Colorado (the “State”) and its issuing authorities (the “State Ceiling”) computed under Section 146(d) of the Internal Revenue Code of 1986, as amended (the “Code”), and under the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes, as amended (the “Allocation Act”), for use in the issuance of private activity bonds; and

**WHEREAS**, subject to the terms and conditions set forth herein, the Assignor desires to assign to the Assignee, and the Assignee desires to accept all \$1,667,715 of the Assignor’s 2019 Allocation, which the Assignor has committed and reserved for the issuance of such private activity bonds; and

**WHEREAS**, the private activity bonds will be issued by the Assignee pursuant to the Housing Authorities Law, Part 2 of Article 4 of Title 29, Colorado Revised Statutes, as amended (the “Act”), and the Supplemental Public Securities Act, Part 2 of Article 57 of Title 11, Colorado Revised Statutes, as amended (the “Supplemental Act”), and such bonds will be used only for “projects” as described under the Act; and

**WHEREAS**, the Assignor and the Assignee intend that the 2019 Allocation be utilized to issue housing revenue bonds to finance a proposed multifamily project to be located at 9235-9355 W. 48<sup>th</sup> Avenue, Wheat Ridge, Colorado known as the Caesar Square Apartments (or such other name as designated by the Jefferson County Housing Authority or CSA LIHTC, LLC, who will be the borrower for the private activity bond transaction) (the “Project”); and

**WHEREAS**, the Assignee intends to issue private activity bonds to finance the Project.

**NOW THEREFORE**, in exchange for the agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**Section 1.** The Assignor hereby assigns and transfers to the Assignee all of the Assignor’s 2019 Allocation. The Assignee agrees to use all of the Assignor’s 2019 Allocation only for “projects” as described in the Act. In addition, the Assignor hereby consents to the election by the Assignee, if the Assignee in its discretion so decides, to treat all of the Assignor’s 2019 Allocation as an allocation for a project with a carryforward purpose, thus avoiding

## ATTACHMENT 2

reversion of such 2019 Allocation to the statewide balance under the Allocation Act, or to assign the 2019 Allocation or a portion thereof to another Assignee.

**Section 2.** The Assignor represents that it has received no monetary consideration for the assignment set forth above.

**Section 3.** The Assignee hereby accepts the assignment of all of the Assignor's 2019 Allocation from the State Ceiling described above, subject to the terms and conditions contained herein.

**Section 4.** This Assignment shall not constitute the debt or indebtedness or financial obligation of the Assignor within the meaning of the constitution or statutes of the State of Colorado, nor give rise to a pecuniary liability or charge against the general credit or taxing power of the Assignor.

**Section 5.** The Assignor and Assignee each agree that it will take such further action and adopt such further proceedings as may be required to implement the terms of this Agreement, including but not limited to the Assignee filing, an IRS Form 8328 "Carryforward Election of Unused Private Activity Bond Volume Cap" with respect to all of the Assignor's 2019 Allocation.

**Section 6.** This Assignment is effective upon execution and is irrevocable.

**IN WITNESS WHEREOF**, the Assignor and the Assignee have caused this instrument to be executed to be effective as of the date and year first written above.

**CITY OF WHEAT RIDGE, COLORADO**, as  
Assignor

---

Bud Starker, Mayor

[SEAL]

**ATTEST:**

---

Janelle Shaver, City Clerk

**HOUSING AUTHORITY OF THE CITY  
OF LAKEWOOD, COLORADO, D/B/A  
METRO WEST HOUSING SOLUTIONS, as  
Assignee**

By \_\_\_\_\_  
Its: Executive Director

The **Jefferson County Housing Authority (JCHA)** is the housing authority serving Colorado's 774 square mile Jefferson County, located just to the west of Denver. JCHA provides housing opportunities including affordable units, voucher administration, single family rehab, and new development in both incorporated and unincorporated areas of Jefferson County. Our mission is to create vibrant, stable communities in areas of opportunity, via bold and strategic initiatives, and to provide families and individuals with housing options driven by compassion and respect throughout Jefferson County. JCHA's portfolio includes 21 rental properties with 1200+ units.

**Caesar Square Apartments** is a 108-unit multifamily rental community owned and operated by JCHA, located at 9235-9355 W 48<sup>th</sup> Ave in Wheat Ridge, Colorado. Caesar Square includes 5



buildings, built from 1970 to 1973, on approximately 5 acres. JCHA has identified Caesar Square as one of the properties in our portfolio with a significant need for reinvestment. JCHA plans to utilize equity generated with 4% Low-Income Housing Tax Credits (LIHTC) and Private Activity Bond (PAB) debt to finance approximately \$6M in renovations to the property. A LIHTC allocation is contingent upon securing adequate PAB cap assignment.

JCHA is currently working with a local architect, Studio 646, to finalize a scope of work based on our \$6M renovation budget. **Improvements to the property are anticipated to include:**

- Major systems repairs, including structural and electrical, to secure the long-term health and safety of residents, reduce ongoing maintenance/repair expenses, and maximize energy efficiency
- Better service to disabled residents via the creation of 6 fully accessible units, step-free unit access, and improvements to the accessibility of common amenities.
- Addition of a new community center building which will include a fully accessible leasing office, laundry, community space, and outdoor gathering and play areas
- Reconfiguration of parking areas, drive lanes, and landscaped areas to enhance safety and security of residents and neighbors and to build sense of place and community identity

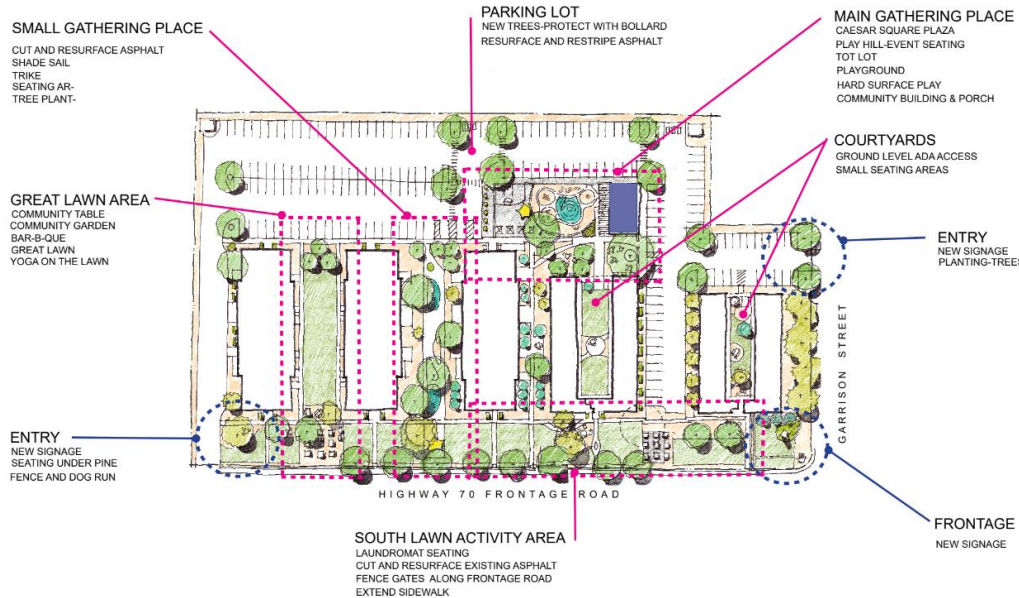


In order to support the 4% LIHTC that will finance these reinvestments, **JCHA requests that the City of Wheat Ridge assign its 2019 Private Activity Bond (PAB) cap of \$1,667,715 to Metro West Housing Solutions**, which has agreed to issue PABs for this transaction.

The City's support of this project will directly impact the 108 households who currently reside at Caesar Square Apartments, who will benefit from a significantly improved quality of life and an enhanced sense of safety and security. In addition to the immediate impact on Caesar Square's existing households, **this reinvestment will allow JCHA to secure the long term affordability of all 108 units at Caesar Square.** While JCHA keeps rents affordable at all of our properties as a matter of policy, Caesar Square has never had a recorded rent restriction or income qualification. Through this refinancing, JCHA will secure all 108 units for households earning no more than 60% of Area Median Income. **By doing so, we will create a long-term, high quality affordable asset in the heart of Wheat Ridge that will serve as a welcoming place to call home for lower-income Wheat Ridge residents for decades to come.**

## CAESAR SQUARE APARTMENTS

### 9235-9355 W 48<sup>th</sup> Ave, Wheat Ridge



## Unit mix

Unit type	1 bed	2 bed	3 bed	total
# of units	37	69	2	108
unit size	547-733 sf	695-790 sf	1,525 sf	
proposed rent	\$1,044	\$1,254	\$1,448	

## Income limits

# of people in household	1	2	3	4
60% AMI income limit	\$39,000	\$44,580	\$50,160	\$55,680

## Project timeline

Q1 2020	Close financing & start construction
Summer 2021	Renovations completed

## Development financing

Sources	
Permanent mortgage	\$6,800,000
Capital Magnet Funds	\$700,000
LIHTC Equity	\$5,700,000
Deferred Developer Fee	\$765,000
JCHA Seller Loan	\$9,237,000
<b>TOTAL</b>	<b>\$23,202,000</b>
Uses	
Land and Building	\$12,000,000
Construction Hard Costs	\$6,200,000
Soft Costs	\$3,322,000
Developer Fee	\$1,680,000
<b>TOTAL</b>	<b>\$23,202,000</b>

## Renovation Plans

- Scope of renovations anticipated to include:
  - Major systems repairs
  - New community center, leasing office, and resident gathering areas
  - Landscaping and site plan improvements to improve safety and security
  - Improvements to unit interiors and building common areas
- JCHA intends to keep current residents in place throughout renovation
- Approximately one third of current residents are Housing Choice Voucher holders

## SMALL GATHERING PLACE

CUT AND RESURFACE ASPHALT  
SHADE SAIL  
TRIKE  
SEATING AR-  
TREE PLANT-

## PARKING LOT

NEW TREES-PROTECT WITH BOLLARD  
RESURFACE AND RESTRIPE ASPHALT

## MAIN GATHERING PLACE

CAESAR SQUARE PLAZA  
PLAY HILL-EVENT SEATING  
TOT LOT  
PLAYGROUND  
HARD SURFACE PLAY  
COMMUNITY BUILDING & PORCH

## GREAT LAWN AREA

COMMUNITY TABLE  
COMMUNITY GARDEN  
BAR-B-QUE  
GREAT LAWN  
YOGA ON THE LAWN

## COURTYARDS

GROUND LEVEL ADA ACCESS  
SMALL SEATING AREAS

## ENTRY

NEW SIGNAGE  
PLANTING-TREES

## ENTRY

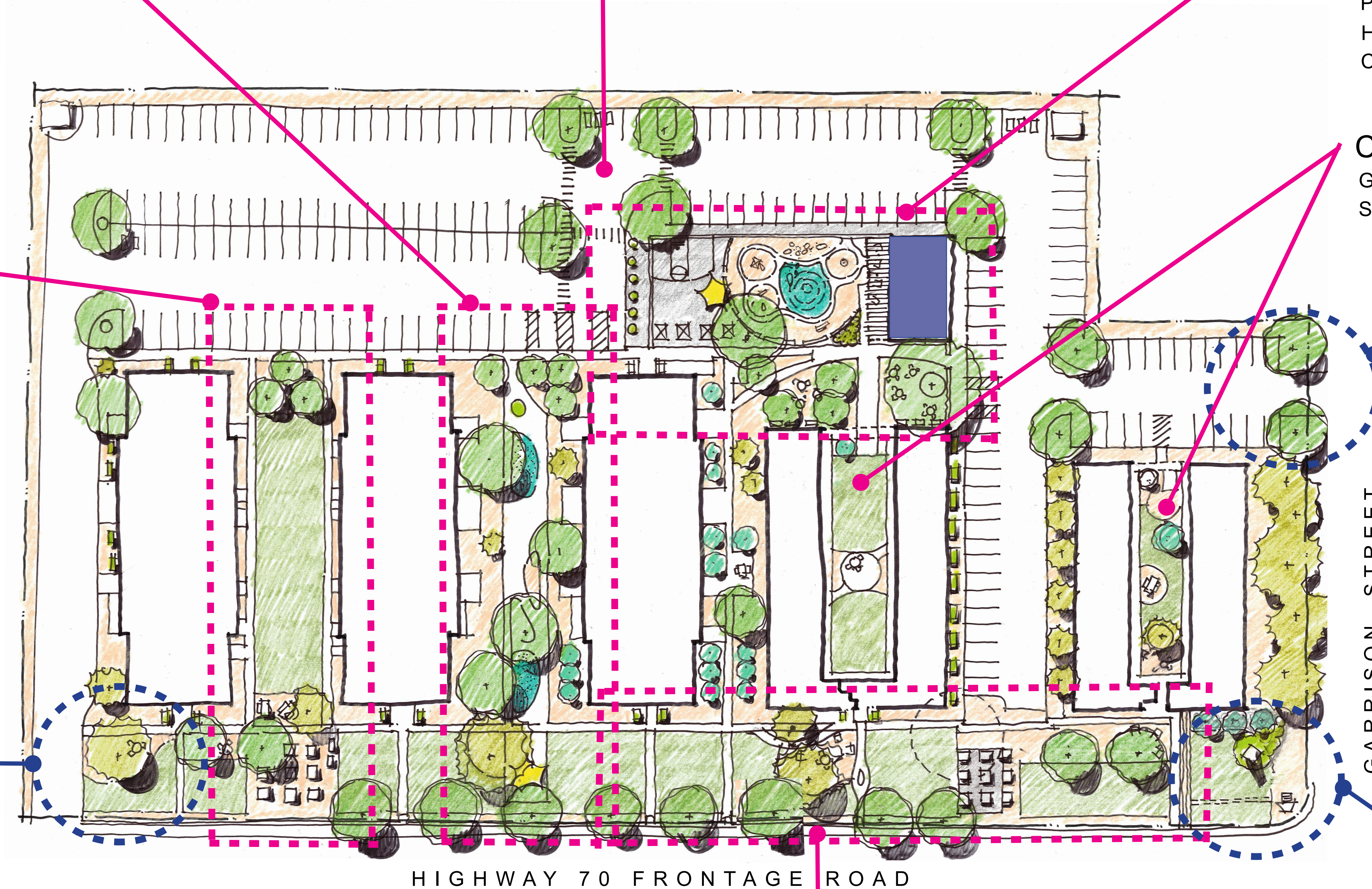
NEW SIGNAGE  
SEATING UNDER PINE  
FENCE AND DOG RUN

## FRONTAGE

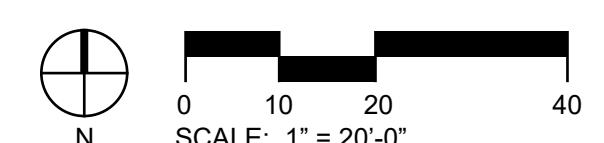
NEW SIGNAGE

## SOUTH LAWN ACTIVITY AREA

LAUNDROMAT SEATING  
CUT AND RESURFACE EXISTING ASPHALT  
FENCE GATES ALONG FRONTAGE ROAD  
EXTEND SIDEWALK



# CAESAR SQUARE SITE RENOVATION-OVERALL PLAN







**REQUEST FOR CITY COUNCIL ACTION**

**TITLE: COUNCIL BILL NO. 11-2019 – AN ORDINANCE AMENDING SECTIONS 11-51, 11-53, AND 11-63 OF THE WHEAT RIDGE CODE OF LAWS CONCERNING THE LICENSING AND REGULATION OF ALCOHOLIC BEVERAGES**

☒ PUBLIC HEARING  
☐ BIDS/MOTIONS  
☐ RESOLUTIONS

☐ ORDINANCES FOR 1<sup>ST</sup> READING (08/12/2019)  
☒ ORDINANCES FOR 2<sup>ND</sup> READING (08/26/2019)

QUASI-JUDICIAL: ☐ YES ☒ NO



City Attorney



City Manager

**ISSUE:**

Consideration of an ordinance amending Sections 11-51, 11-53 and 11-63 of the Wheat Ridge Code concerning alcoholic beverages.

**PRIOR ACTION:**

At its July 1 study session, City Council reached consensus on the remaining issues under consideration and directed staff to bring the attached ordinance forward to finalize revisions to its regulations on alcoholic beverages.

**FINANCIAL IMPACT:**

N/A.

**BACKGROUND:**

This ordinance contains the final set of revisions to the City's liquor code, which revisions were necessitated by the legislature's adoption of significant changes in the Colorado Liquor and Beer Codes in 2016 and 2018, all of which went into effect on January 1, 2019. After its first study

session on this topic, the City Council surveyed all liquor license holders in the City to solicit their input on the revisions and its possible effects on their businesses. At its second study session, Council received the results of the licensees' input and the staff's recommendations on the manner in which the new license classification of Lodging and Entertainment License would be regulated.

**RECOMMENDATIONS:**

Adopt the attached ordinance on second reading.

**RECOMMENDED MOTION:**

"I move to approve Council Bill No. 11-2019, an ordinance amending Sections 11-51, 11-53, and 11-63 of the Wheat Ridge Code of Laws concerning the licensing and regulation of alcoholic beverages on second reading, and that it take effect 15 days after final publication."

Or,

"I move to postpone indefinitely Council Bill No. 11-2019, an ordinance amending Sections 11-51, 11-53, and 11-63 of the Wheat Ridge Code of Laws concerning the licensing and regulation of alcoholic beverages for the following reason(s) \_\_\_\_\_."

**REPORT PREPARED BY:**

Gerald Dahl, City Attorney

Patrick Goff, City Manager

**ATTACHMENTS:**

1. Council Bill No. 11-2019

**CITY OF WHEAT RIDGE, COLORADO**  
**INTRODUCED BY COUNCIL MEMBER WEAVER**  
**COUNCIL BILL NO. 11**  
**ORDINANCE NO. \_\_\_\_\_**  
**Series 2019**

**TITLE: AN ORDINANCE AMENDING SECTIONS 11-51, 11-53, AND 11-63 OF THE WHEAT RIDGE CODE OF LAWS CONCERNING THE LICENSING AND REGULATION OF ALCOHOL BEVERAGES**

**WHEREAS**, the City of Wheat Ridge is a home rule municipality having all powers conferred by Article XX of the Colorado Constitution; and

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

**WHEREAS**, the Council has previously adopted laws governing the regulation of liquor licensing and consumption consistent with state law; and

**WHEREAS**, the Colorado legislature has recently adopted bills amending the Colorado Revised Statutes as they pertain to its liquor code, beer code, and other related codes, and the City Council desires to adopt additional conforming changes to the Wheat Ridge Liquor Code;

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

**Section 1.** Section 11-51 is amended by the addition of the following two definitions to read as follows:

**Sec. 11-51. – Definitions.**

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

*ENTERTAINMENT FACILITY* MEANS AN ESTABLISHMENT THE PRIMARY BUSINESS OF WHICH IS TO PROVIDE THE PUBLIC WITH SPORTS OR ENTERTAINMENT ACTIVITIES WITHIN ITS LICENSED PREMISES AND INCIDENTALLY MAY SELL AND SERVE ALCOHOL BEVERAGES AT RETAIL FOR ON-PREMISES CONSUMPTION AND HAS SANDWICHES AND LIGHT SNACKS AVAILABLE.

*LODGING FACILITY* MEANS AN ESTABLISHMENT THE PRIMARY BUSINESS OF WHICH IS TO PROVIDE THE PUBLIC WITH SLEEPING ROOMS AND

MEETING FACILITIES AND INCIDENTALLY MAY SELL AND SERVE ALCOHOL BEVERAGES AT RETAIL FOR ON-PREMISES CONSUMPTION AND HAS SANDWICHES AND LIGHT SNACKS AVAILABLE, BUT DOES NOT INCLUDE A RESTAURANT AS DEFINED IN §44-3-103, C.R.S. OR AN *EATING ESTABLISHMENT* AS DEFINED IN THE WHEAT RIDGE CITY CODE.

**Section 2.** Subsection 11-53 (b) is amended to read as follows:

**Sec. 11-53. - Governance by state laws, rules and regulations.**

- (b) Notwithstanding the provisions in subsection (a) to the contrary, the distance restrictions imposed by C.R.S. § 44-3-313(1)(d) prohibiting the sale of alcohol beverages within five hundred (500) feet of any public or parochial school or the principal campus of any college, university or seminary, are eliminated for all hotel and restaurant licenses, beer and wine licenses, brew pub licenses, distillery pub licenses, arts licenses, LODGING AND ENTERTAINMENT LICENSES, and vintner's restaurant licenses issued pursuant to this article.

**Section 3.** Section 11-53 is amended by the addition of a new Subsection (c) to read as follows:

- (C) WITHIN FIVE (5) DAYS OF RECEIPT OF A NOTICE OF APPLICATION FOR A LIQUOR SALES ROOM, PURSUANT TO DEPARTMENT OF REVENUE REGULATION 47-428, THE LOCAL LICENSING AUTHORITY SHALL REFER THE NOTICE TO THE DIRECTOR OF COMMUNITY DEVELOPMENT FOR COMMENT.

**Section 4.** Subsections 11-63 (5) and (7) are amended to read as follows:

**Sec. 11-63. - Classification of operators.**

The business of selling at retail any fermented malt beverage or malt, vinous or spirituous liquor other than medicinal liquors for beverage purposes is hereby defined and separately classified as such occupation for the purpose of this chapter as follows:

. . .

- (5) Class "G" operators. All operators who are licensed to sell alcohol beverages for consumption on the premises either as brew pubs, distillery pubs, LODGING FACILITIES, vintner's restaurants, hotels and/or restaurants shall be Class "G" operators.

. . .

- (7) Class "T" operators. All operators selling alcohol beverages, by the drink, only for consumption on the premises EITHER AS TAVERNS OR ENTERTAINMENT FACILITIES; and such operators shall have available for

consumption on the premises during business hours, sandwiches and light snacks; but they need not have meals available for consumption.

**Section 5. 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 6. 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 8 to 0 on this 12<sup>th</sup> day of August, 2019, 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 August 26, 2019 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 \_\_\_\_\_, 2019.

SIGNED by the Mayor on this \_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

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

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

Approved as to Form:

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

First Publication: August 15, 2019

Second Publication:

Wheat Ridge Transcript

Effective Date:

Published:

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

**REQUEST FOR CITY COUNCIL ACTION**

**TITLE: COUNCIL BILL NO. 13-2019 – AN ORDINANCE AMENDING THE WHEAT RIDGE CODE OF LAWS CONCERNING PROCEDURES FOR PROTESTS UNDER SECTION 5.10 OF THE HOME RULE CHARTER (CASE NO. ZOA-19-03)**

☐ PUBLIC HEARING  
☐ BIDS/MOTIONS  
☐ RESOLUTIONS

☒ ORDINANCES FOR 1<sup>ST</sup> READING (08/26/2019)  
☐ ORDINANCES FOR 2<sup>ND</sup> READING (09/09/2019)

QUASI-JUDICIAL: ☐ YES

☒ NO



City Attorney



City Manager

**ISSUE:**

The City Charter includes a provision allowing for a protest to be filed against a zone change request. If a protest is received, the rezoning ordinance must be approved by a  $\frac{3}{4}$  vote of the entire Council (6 votes). The purpose of this code amendment is to clarify the protest procedure for rezoning decisions and to enact a delay in the public hearing in the event a protest is received.

**PRIOR ACTION:**

On July 1, 2019, City Council discussed the issue at a study session and directed staff to draft an ordinance that would amend the code to clarify the procedural mandate of the City Charter. At a public hearing on August 15, 2019 before the Planning Commission, a motion for approval failed by a vote of 1 to 6. Meeting minutes from the public hearing will be included with the ordinance for second reading.

**FINANCIAL IMPACT:**

The proposed ordinance is not expected to have a financial impact on the City.

**BACKGROUND:**

The City’s zoning code outlines the procedures for three types of zone change actions: a private rezoning request (Section 26-112), a City-initiated zone change request (Section 26-113), and a zone change request to a planned development through approval of an outline development plan (Section 26-303). Each of these rezoning requests is required to be approved by ordinance subsequent to a public hearing, and per Charter all ordinances require five positive votes from Council for approval (Charter Section 5.9).

The Charter goes on to provide in Section 5.10 that a protest may be filed against a zone change request by property owners in the area. The property area requirements are:

- 20% or more of property owners included within the property subject to a zone change; or
- 20% or more of property owners immediately adjacent to the rear or any side of the subject property extending 100 feet; or
- 20% or more of property owners directly opposite the street extending 100 feet from the street frontage opposite the subject property.

In the event a protest is received that meets one of these three area requirements, the rezoning ordinance must receive a  $\frac{3}{4}$  vote of the entire Council (6 votes) for passage. The Charter requires the written protest to be submitted to the City Council “no later than the hearing on the proposed amendment.”

Written protests can be received prior to the public hearing or can be submitted during the hearing so long as it is received before the public hearing is closed. In recent years, protests have most often been received on the day of a hearing or at the start of the hearing.

*Proposed Code Amendment*

While Council may not change in any way the right to file a protest, the area requirements, or the deadline for receiving a protest; Council can and has adopted code amendments to clarify Charter provisions.

In this case, the proposed code amendment does the following:

- Specifies staff’s obligation to confirm the protest meets the ownership and area requirements of the charter,
- Clarifies and graphically illustrates the area requirements of the charter,
- Obligates Council to continue the public hearing to a future meeting if a protest is validated, and
- Clarifies the process by which a protest may be rescinded.

**RECOMMENDATIONS:**

Staff recommends approval of the ordinance.

**RECOMMENDED MOTION:**

“I move to approve Council Bill No. 13-2019, an ordinance amending Chapter 26 of the Wheat Ridge Code of Laws concerning the right of protest procedure for rezoning decisions, on first reading, order it published, public hearing set for Monday, September 9, 2019 at 7:00 p.m. in City Council Chambers, and that it take effect 15 days after final publication.

Or,

“I move to postpone indefinitely the ordinance amending Chapter 26 of the Wheat Ridge Code of Laws concerning the right of protest procedure for rezoning decisions, for the following reason(s) \_\_\_\_\_.”

**REPORT PREPARED BY:**

Lauren Mikulak, Planning Manager

Jerry Dahl, City Attorney

Patrick Goff, City Manager

**ATTACHMENTS:**

1. Council Bill No. 13-2019

**CITY OF WHEAT RIDGE, COLORADO**  
**INTRODUCED BY COUNCIL MEMBER \_\_\_\_\_**  
**Council Bill No. 13**  
**Ordinance No. \_\_\_\_\_**

Series 2019

**TITLE: AN ORDINANCE AMENDING THE WHEAT RIDGE CODE OF LAWS  
CONCERNING PROCEDURES FOR PROTESTS UNDER SECTION  
5.10 OF THE HOME RULE CHARTER**

**WHEREAS**, the City of Wheat Ridge is a home rule municipality having all powers conferred by Article XX of the Colorado Constitution; and

**WHEREAS**, the City Council has exercised these powers by the adoption of Chapter 26 of the Wheat Ridge Code of Laws (the "Code") concerning zoning and development; and

**WHEREAS**, Section 5.10 of the Home Rule Charter provides for the filing of protests by adjacent property owners concerning amendments to the restrictions and boundaries of zone districts; and

**WHEREAS**, The Council wishes to provide for procedures to implement Charter Section 5.10,

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

**Section 1.** Section 26-112.C.7 of the Code of Laws is amended to read:

7. In the event of a legal protest against such change of zone, under the procedure set forth in section 5-10 of the home rule charter, a zone change shall not be approved except by the favorable vote of three-fourths ( $\frac{3}{4}$ ) of the entire city council. The written protest to such change shall be submitted to the city council no later than the hearing on the proposed rezoning ordinance. **THE PROCEDURE SHALL BE AS FOLLOWS:**
  - a. **THE COMMUNITY DEVELOPMENT STAFF SHALL REVIEW THE PROTEST TO CONFIRM THE SIGNERS THEREOF AS OWNERS OF THE REQUIRED PROPERTY AND ITS COMPLIANCE WITH THE PROPERTY AREA REQUIREMENTS OF CHARTER 5.10.**
  - b. **IF NECESSARY, THE MAYOR SHALL DECLARE A RECESS OR ASK THAT THE HEARING BE CONTINUED TO ENABLE THE COMMUNITY DEVELOPMENT STAFF TO PERFORM THEIR REVIEW.**

- c. IF THE COMMUNITY DEVELOPMENT STAFF DETERMINES THE PROTEST DOES NOT MEET THE OWNER OR AREA REQUIREMENTS OF CHARTER 5.10, NO FURTHER ACTION SHALL BE TAKEN, THE HEARING MAY BE CONDUCTED AND CLOSED, AND THE COUNCIL MAY ACT WITHOUT THE  $\frac{3}{4}$  MAJORITY VOTING REQUIREMENT.
- d. IF THE COMMUNITY DEVELOPMENT STAFF DETERMINES THE PROTEST MEETS THE OWNER AND AREA REQUIREMENTS OF CHARTER 5.10, THE COUNCIL SHALL ACT TO CONTINUE THE HEARING TO THE NEXT REGULAR OR SPECIAL MEETING OF THE COUNCIL, AT WHICH ANY ADDITIONAL TESTIMONY MAY BE TAKEN. UPON THE CLOSE OF THE HEARING, THE COUNCIL MAY ACT, SUBJECT TO THE  $\frac{3}{4}$  MAJORITY REQUIREMENT OF CHARTER 5.10.
- e. THE PROTEST AREA AND OWNER REQUIREMENTS OF CHARTER 5.10, WHICH PROVIDE, IN PERTINENT PART:

***IN THE EVENT OF A PROTEST AGAINST SUCH CHANGES SIGNED BY THE OWNERS OF TWENTY (20) PERCENT OR MORE OF THE AREA:***

***(1) OF THE PROPERTY INCLUDED WITHIN THE PROPOSED CHANGE;***

***OR,***

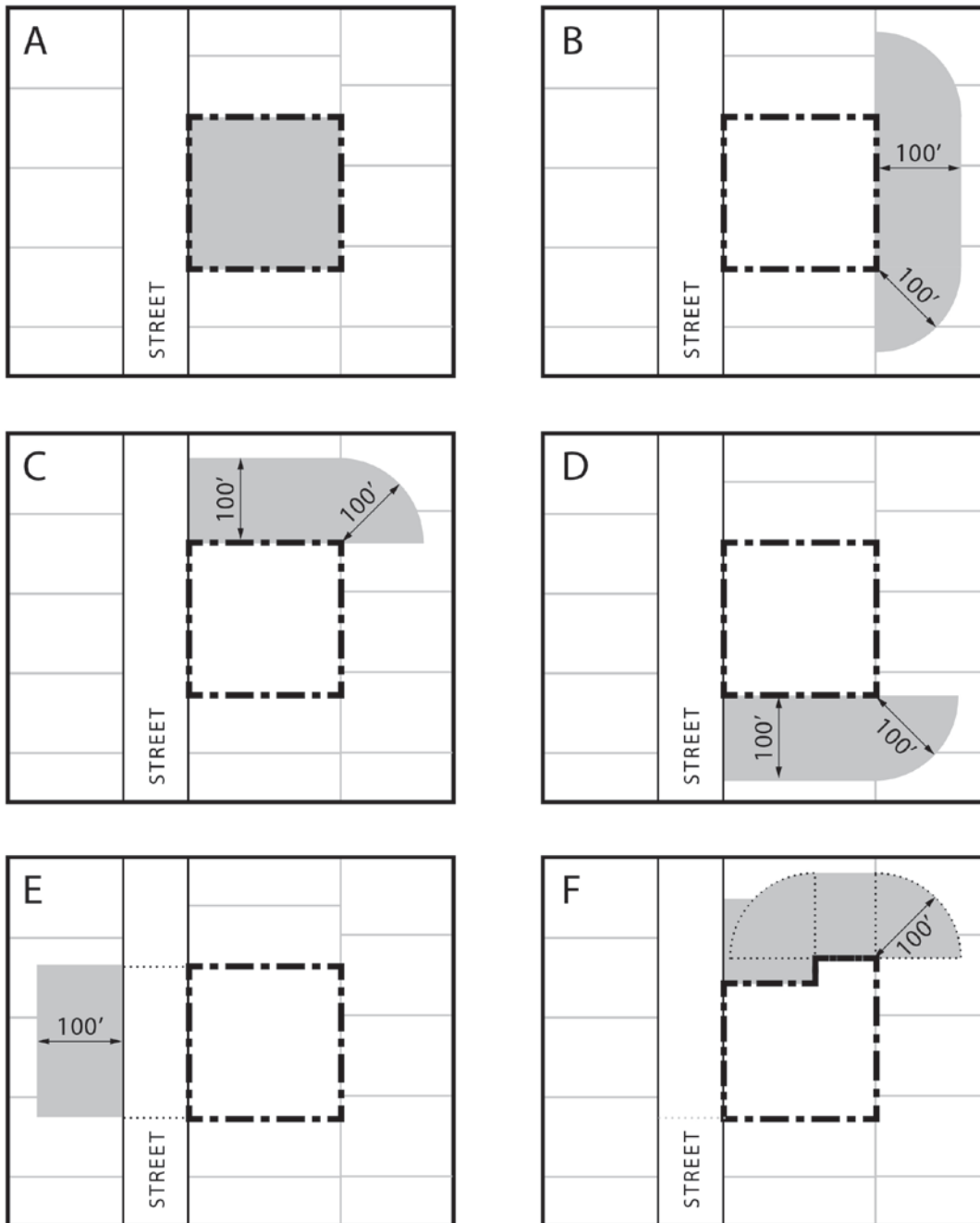
***(2) OF THOSE IMMEDIATELY ADJACENT TO THE REAR OR ANY SIDE OF THE PROPERTY, EXTENDING ONE HUNDRED (100) FEET FROM THE PROPERTY; OR,***

***(3) OF THOSE DIRECTLY OPPOSITE ACROSS THE STREET FROM THE PROPERTY, EXTENDING ONE HUNDRED (100) FEET FROM THE STREET FRONTAGE OF SUCH OPPOSITE PROPERTY,***

**SHALL EXTEND TO THOSE PROPERTY OWNERS WITHIN 100 FEET OF THE SUBJECT PROPERTY, INCLUDING THOSE LOCATED DIAGONALLY ADJACENT TO THE CORNERS OF THE SUBJECT PROPERTY, AS ILLUSTRATED IN FIGURE 26-112.1.**

- f. A PROTEST, ONCE FILED AND DETERMINED BY THE COMMUNITY DEVELOPMENT STAFF TO COMPLY WITH THE OWNER AND AREA REQUIREMENTS OF CHARTER 5.10, MAY BE RESCINDED ONLY IN A WRITTEN INSTRUMENT, SIGNED BY THE SAME PERSON(S) AS THE PROTEST, AND PRESENTED TO THE CITY CLERK PRIOR TO FINAL COUNCIL ACTION ON THE MATTER.

**FIGURE 26-112.1**



**FIGURE 26-112.1 – PROTEST AREA. IMAGES A-F ILLUSTRATE THE PROPERTY AREA REQUIREMENTS OF CHARTER 5.10 AND SECTION 26-112.C.7: A) PROPERTY INCLUDED WITHIN THE PROPOSED CHANGE; B) PROPERTY WITHIN 100 FEET EXTENDING FROM THE REAR OF THE SUBJECT SITE; C AND D) PROPERTY WITHIN 100 FEET EXTENDING FROM ANY SIDE OF THE SUBJECT SITE; E) PROPERTY DIRECTLY OPPOSITE ACROSS THE STREET FROM THE PROPERTY EXTENDING 100 FEET FROM THE STREET FRONTAGE OPPOSITE THE SUBJECT SITE. IMAGE F ILLUSTRATES THE PROPERTY AREA REQUIREMENT AS APPLIED TO AN IRREGULAR SIDE LOT LINE.**

**Section 2.** Section 26-106 of the Code of Laws is amended to revise footnote 2 to read:

Right of Protest applies: See section 5-10 of the Home Rule Charter **AND CODE SECTION 26-112.C.7.**

**Section 3.** Section 26-113.B.3 of the Code of Laws is amended to read:

3. *City council action.* Upon receipt of the planning commission's recommendation, the city council shall hold a public hearing on the proposal. The hearing conducted on second reading of the proposed rezoning ordinance shall satisfy this requirement. Notice of the hearing shall be the same as for the planning commission hearing; however, publication of the ordinance on first reading, together with any required map, shall meet the newspaper publication requirement. The city council, in addition to consideration of the planning commission record, shall hear additional evidence and testimony presented and either approve, approve with modifications, or reject the ordinance. The city council shall base its decision upon all evidence presented, with due consideration of the criteria for review set forth under subsection 26-112.D.

~~In the event of a protest against such change of zone, signed by the owners of twenty (20) percent or more of the area:~~

- ~~1. Of the property included within the proposed change; or~~
- ~~2. Of those immediately adjacent to the rear or any side of the property, extending one hundred (100) feet from the property; or~~
- ~~3. Of those directly opposite across the street from the property, extending one hundred (100) feet from the street frontage of such opposite property, such change shall not become effective except by the favorable vote of three-fourths (¾) of the entire city council. Where land within the area proposed for change, or adjacent or opposite land, as defined above, is owned by the City of Wheat Ridge, such property shall be excluded in computing the required twenty (20) percent, and owners of non-city land within the one-hundred-foot limit, as defined above, shall be considered adjacent or opposite despite such intervening city land. The written protest to such change shall be submitted to the city council no later than the hearing on the proposed rezoning.~~

**IN THE EVENT OF A LEGAL PROTEST AGAINST SUCH CHANGE OF ZONE, UNDER THE PROCEDURE SET FORTH IN SECTION 5-10 OF THE HOME RULE CHARTER, A ZONE CHANGE SHALL NOT BE APPROVED EXCEPT BY THE FAVORABLE VOTE OF THREE-FOURTHS (¾) OF THE ENTIRE CITY COUNCIL. THE WRITTEN PROTEST TO SUCH CHANGE SHALL BE SUBMITTED TO THE CITY COUNCIL NO LATER THAN THE HEARING ON THE PROPOSED REZONING ORDINANCE. THE PROCEDURE AT CODE 26-112.C.7 SHALL BE FOLLOWED.**

**Section 4.** Section 26-303.A.7 of the Code of Laws is amended to read:

7. In the event of a legal protest against the rezoning component of the planned development approval, under the procedure set forth in section 5-10 of the home rule charter, a zone change shall not be approved except by the favorable vote of three-fourths ( $\frac{3}{4}$ ) of the entire city council. The written protest to such change shall be submitted to the city council no later than the hearing on the proposed rezoning ordinance. **THE PROCEDURE AT CODE 26-112.C.7 SHALL BE FOLLOWED.**

**Section 5. 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 6. Effective Date.** This Ordinance shall take effect fifteen (15) days after final publication, as provided by Section 5.11 of the Charter.

**INTRODUCED, READ, AND ADOPTED** on first reading by a vote of \_\_\_\_ to \_\_\_\_ on this 26<sup>th</sup> day of August, 2019, 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 September 9, 2019 at 7:00 p.m., in the Council Chambers, 7500 West 29<sup>th</sup> Avenue, Wheat Ridge, Colorado.

**READ, ADOPTED AND ORDERED PUBLISHED** on second and final reading by a vote of \_\_\_\_ to \_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 2019.

SIGNED by the Mayor on this \_\_\_\_ day of \_\_\_\_\_, 2019.

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

ATTEST:

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

Approved as to Form:

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

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

**REQUEST FOR CITY COUNCIL ACTION****TITLE: REFERENDUM OF ORDINANCE 1667, SERIES 2019 WITH  
RESPECT TO REZONED PROPERTY AT 4000-4066 UPHAM  
STREET**

- ☐ PUBLIC HEARING  
☐ BIDS/MOTIONS  
☒ RESOLUTIONS

**OR**

- ☒ ORDINANCES FOR 1<sup>ST</sup> READING (08/26/19)  
☐ ORDINANCES FOR 2<sup>ND</sup> READING (09/09/19)

QUASI-JUDICIAL:

☐ YES☒ NO

City Attorney



City Manager

**ISSUE:**

A referendum petition has been found to be sufficient with respect to Ordinance 1667, Series 2019, which rezoned property at 4000-4066 Upham Street. Under the Charter, the Council is now required to either repeal the ordinance or refer the same to the voters of the city at the next regular election or at a special election. The earliest date for such election is the November 5, 2019 general election.

**PRIOR ACTION:**

Ordinance 1667 was adopted by the Council on May 13, 2019.

**FINANCIAL IMPACT:**

Repeal of the Ordinance would have no significant immediate financial cost to the City. Referral to the voters, if at the November 5 general election, would not significantly add cost to the City's participation in that election, since it is a regular municipal election for the City and the City is coordinating its election on the coordinated general election ballot.

**BACKGROUND:**

Ordinance 1667, Series 2019 rezoned certain real property at 4000-4066 Upham Street from Residential-Three (R-3) to Planned Residential Development (PRD), with an Outline

Development Plan (ODP) permitting 38 townhome units in nine buildings. The Ordinance was adopted on May 13. A referendum petition was timely filed on June 26. The City Clerk certified the petition as sufficient on July 22, following an amendment as permitted by the Charter. A protest to the Petition was filed under the relevant statute. The Council appointed Pamela Anderson as hearing officer to conduct the hearing on the protest. The hearing officer held the required hearing on August 16, and issued her Amended Findings and Decision on August 21, finding the Petition to be sufficient. Under the Charter, a sufficient referendum petition requires the Council to either repeal the subject ordinance or refer it to the voters of the City “at the next regular municipal election, or at a special election called therefor.” If referring to election, the Council is required to set a ballot title, which must contain the words “FOR THE ORDINANCE,” and “AGAINST THE ORDINANCE.”

**RECOMMENDATIONS:**

Council must either repeal the Ordinance or set a ballot title and refer the Ordinance to the voters. The motions drafted below provide for each alternative:

- If for repeal, the attached Council Bill No. 12-2019 is drafted for adoption on first reading in the normal manner.
- If for referral to election, the attached Resolution No. 47-2019 is drafted to set a ballot question for the November 5 regular municipal election, although Council has the right, under the Charter and statutes, to call a special election. In the case of a special election, given the requirements of the election statutes, only the dates of December 10, 17, 24, 31, and January 7 and 14 are available.

**RECOMMENDED MOTIONS:**

“I move to approve Council Bill No. 14-2019, an ordinance repealing Ordinance 1667, Series 2019 on first reading, order it published, public hearing set for Monday, September 9, 2019 at 7:00 p.m. in City Council Chambers, and that it take effect 15 days after final publication.”

Or,

“I move to approve Resolution No. 47-2019, a resolution referring Ordinance 1667, Series 2019 to the regular municipal election to be held November 5, 2019 and setting a ballot question therefor.”

**REPORT PREPARED/REVIEWED BY:**

Gerald Dahl, City Attorney

Patrick Goff, City Manager

**ATTACHMENTS:**

1. Council Bill No. 14-2019 repealing Ordinance 1667
2. Resolution No. 47-2019 referring to election and setting ballot title
3. Referendum Petition, with attached copy of Ordinance 1667
4. Amended Findings and Decision of Hearing Officer dated August 21, 2019

**CITY OF WHEAT RIDGE, COLORADO**  
**INTRODUCED BY COUNCIL MEMBER \_\_\_\_\_**  
**Council Bill No. 14**  
**Ordinance No. \_\_\_\_\_**

**Series 2019**

**TITLE: AN ORDINANCE REPEALING ORDINANCE No. 1667, SERIES 2019**

**WHEREAS**, the City of Wheat Ridge is a Colorado municipal corporation operating under a Home Rule Charter and governed pursuant thereto by its elected City Council; and

**WHEREAS**, under Section 6.2 of the Home Rule Charter, the registered electors of the City may require that an adopted ordinance be repealed or in the alternative be referred to them at an election under the power reserved by Article V, Section 1(9) of the State Constitution; and

**WHEREAS**, a Referendum Petition requesting repeal or referral to an election of Ordinance No. 1667 Series 2019, approving the rezoning of certain real property lying within the City, was submitted to the City Clerk on June 26, 2019; and

**WHEREAS**, the Petition was determined by the City Clerk to be sufficient and in conformity with the applicable requirements of Section 6.4 of the Home Rule Charter and CRS 31-11-101, et. seq.; and

**WHEREAS**, a protest to the Petition was submitted pursuant to CRS 31-11-110, and in compliance with that statute, the City Council appointed a hearing officer to conduct the required hearing on the protest, and on August 21, 2019 the hearing officer issued findings and decision concluding that the Petition was sufficient; and

**WHEREAS**, pursuant to applicable law, the date of final determination of petition sufficiency was August 21, 2019; and

**WHEREAS**, pursuant to Charter Section 6.2(b), the City Council now must reconsider the Ordinance and either repeal the Ordinance as requested or submit the same to a vote of the registered electors of the City in a manner as provided in respect to the initiative at the next regular municipal election, or at a special election called therefor; and

**WHEREAS**, upon reconsideration as provided by law, the City Council wishes to repeal the Ordinance.

**NOW, THEREFORE**, be it ordained by the City Council of the City of Wheat Ridge, Colorado:

**ATTACHMENT 1**

**Section 1. Ordinance Repealed.** Ordinance 1667, Series 2019, is hereby repealed.

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

**Section 3. Effective Date.** This Ordinance shall take effect fifteen (15) days after final publication, as provided by Section 5.11 of the Charter.

**INTRODUCED, READ, AND ADOPTED** on first reading by a vote of \_\_\_\_ to \_\_\_\_ on this 26th day of August, 2019, 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 September 9, 2019 at 7:00 p.m., in the Council Chambers, 7500 West 29<sup>th</sup> Avenue, Wheat Ridge, Colorado.

**READ, ADOPTED AND ORDERED PUBLISHED** on second and final reading by a vote of \_\_\_\_ to \_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 2019.

SIGNED by the Mayor on this \_\_\_\_ day of \_\_\_\_\_, 2019.

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

ATTEST:

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

Approved as to Form:

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

First Publication:

Second Publication:

Wheat Ridge Transcript

Effective Date:

**CITY OF WHEAT RIDGE, COLORADO**

**Resolution No. 47**

**Series of 2019**

**TITLE: A RESOLUTION REFERRING ORDINANCE 1667, SERIES 2019 TO THE REGULAR MUNICIPAL ELECTION TO BE HELD NOVEMBER 5, 2019 AND SETTING A BALLOT QUESTION THEREFOR**

**WHEREAS**, the City of Wheat Ridge is a Colorado municipal corporation operating under a Home Rule Charter and governed pursuant thereto by its elected City Council; and

**WHEREAS**, under Section 6.2 of the Home Rule Charter, the registered electors of the City may require that an adopted ordinance be repealed or in the alternative be referred to them at an election under the power reserved by Article V, Section 1(9) of the State Constitution; and

**WHEREAS**, a Referendum Petition requesting repeal or referral to an election of Ordinance No. 1667 Series 2019, approving the rezoning of certain real property lying within the City, was submitted to the City Clerk on June 26, 2019; and

**WHEREAS**, the Petition was determined by the City Clerk to be sufficient and in conformity with the applicable requirements of Section 6.4 of the Home Rule Charter and CRS 31-11-101, et. seq.; and

**WHEREAS**, a protest to the Petition was submitted pursuant to CRS 31-11-110, and in compliance with that statute, the City Council appointed a hearing officer to conduct the required hearing on the protest, and on August 21, 2019 the hearing officer issued amended findings and decision concluding that the Petition was sufficient; and

**WHEREAS**, pursuant to applicable law, the date of final determination of petition sufficiency was August 21, 2019; and

**WHEREAS**, pursuant to Charter Section 6.2(b), the City Council now must reconsider the Ordinance and either repeal the Ordinance as requested or submit the same to a vote of the registered electors of the City in a manner as provided in respect to the initiative at the next regular municipal election, or at a special election called therefor; and

**WHEREAS**, upon reconsideration as provided by law, the City Council wishes to refer the Ordinance to the registered electors of the City; and

**WHEREAS**, the Council desires to refer the Ordinance to the voters of the City at the next regular municipal election to be held on November 5, 2019, and to set a ballot question therefor.

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

**Section 1. Ordinance referred to voters; ballot question set**

Pursuant to the Wheat Ridge Home Rule Charter Section 6.2, the City Council hereby refers to the registered electors of the City, Ordinance 1667, Series 2019, and sets a question to be placed on the regular municipal election ballot for November 5, 2019, held in coordination with the general election on that date, in the manner set forth below:

Ballot Question and Title:

SHALL ORDINANCE 1667, SERIES 2019, AN ORDINANCE REZONING REAL PROPERTY AT 4000-4066 UPHAM STREET, CITY OF WHEAT RIDGE, FROM RESIDENTIAL – THREE (R-3) TO PLANNED RESIDENTIAL DEVELOPMENT (PRD) WITH AN OUTLINE DEVELOPMENT PLAN (ODP) ALLOWING FOR 38 TOWNHOME UNITS IN NINE BUILDINGS, GO INTO EFFECT?

FOR THE ORDINANCE: \_\_\_\_\_

AGAINST THE ORDINANCE: \_\_\_\_\_

**Section 2. Effective date**

This Resolution shall be effective upon adoption.

DONE AND RESOLVED this \_\_\_\_\_ day of August 2019.

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

ATTEST:

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

**WARNING**

**IT IS AGAINST THE LAW:**

For anyone to sign any initiative or referendum petition with any name other than his or her own or to knowingly sign his or her name more than once for the same measure or to knowingly sign a petition when not a registered elector who is eligible to vote on the measure.

**DO NOT SIGN THIS PETITION UNLESS YOU ARE A REGISTERED ELECTOR AND ELIGIBLE TO VOTE ON THIS MEASURE. TO BE A REGISTERED ELECTOR, YOU MUST BE A CITIZEN OF COLORADO AND REGISTERED TO VOTE.**

Do not sign this petition unless you have read or have had read to you the proposed initiative or referred measure or the summary in its entirety and understand its meaning.

**REFERENDUM PETITION**

**To the City Council of the City of Wheat Ridge, Colorado:**

We, the undersigned registered electors of the City of Wheat Ridge, Colorado, do hereby petition against the going into effect of the following ordinance, the final passage of which occurred no more than forty-five (45) days before the filing of this Petition. We demand that the Wheat Ridge City Council submit the same to a vote of the registered electors of the City if the same is not entirely repealed, all as provided for by the Charter of the City of Wheat Ridge and the Colorado Constitution and Statutes.

**The summary of the protested ordinance is as follows:**

ORDINANCE 1667 – AN ORDINANCE REZONING REAL PROPERTY AT 4000-4066 UPHAM STREET, CITY OF WHEAT RIDGE, FROM RESIDENTIAL - THREE (R-3) TO PLANNED RESIDENTIAL DEVELOPMENT (PRD) WITH AN OUTLINE DEVELOPMENT PLAN (ODP) ALLOWING FOR 38 TOWNHOME UNITS IN NINE BUILDINGS.

**The full text of the protested ordinance is as follows:**

**CITY OF WHEAT RIDGE  
INTRODUCED BY COUNCIL MEMBER DOZEMAN  
COUNCIL BILL NO. 02  
ORDINANCE NO. 1667  
Series of 2019**

**TITLE: AN ORDINANCE APPROVING A ZONE CHANGE FROM RESIDENTIAL-THREE (R-3) TO PLANNED RESIDENTIAL DEVELOPMENT (PRD) WITH AN OUTLINE DEVELOPMENT PLAN (ODP) FOR PROPERTY LOCATED AT 4000-4066 UPHAM STREET (CASE NO. WZ-18-17 / RIDGETOP VILLAGE)**

**WHEREAS, Chapter 28 of the Wheat Ridge Code of Laws establishes procedures for the City's review and approval of requests for land use cases; and,**

**WHEREAS, Upham Partners, LLC submitted a land use application for approval of a zone change to the Planned Residential Development (PRD) District for property at 4000, 4042, 4062, and 4066 Upham Street, and,**

**WHEREAS**, the City of Wheat Ridge has adopted a Comprehensive Plan, Envision Wheat Ridge, which calls for vibrant neighborhoods, diversification of housing stock and household types, and reinvestment in the town center area and 38<sup>th</sup> Avenue corridor and,

**WHEREAS**, the subject property is at the crossroads of the neighborhood, neighborhood transition, town center, and downtown Wheat Ridge designations within the Comprehensive Plan and 38<sup>th</sup> Avenue corridor plans, and,

**WHEREAS**, the zone change criteria support the request, and,

**WHEREAS**, the City of Wheat Ridge Planning Commission held a public hearing on February 7, 2019 and voted to recommend approval of the rezoning of 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 Upham Partners, LLC for approval of a zone change ordinance from Residential-Three (R-3) to Planned Residential Development (PRD) for property located at 4000-4066 Upham 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

A PARCEL OF LAND SITUATED IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,

CITY OF WHEAT RIDGE, COUNTY OF JEFFERSON, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 23;  
THENCE S41°50'16"E A DISTANCE OF 1960.91 FEET TO THE POINT OF BEGINNING;

THENCE S00°14'00"E ALONG THE EAST LINE OF SAID EAST 1/2 A DISTANCE OF 264.61 FEET;

THENCE S89°39'47"W A DISTANCE OF 328.96 FEET TO A POINT ON THE WEST LINE OF SAID EAST 1/2;

THENCE N00°13'09"W ALONG SAID WEST LINE A DISTANCE OF 55.00 FEET;

THENCE N89°39'47"W A DISTANCE OF 20.00 FEET;

THENCE N00°13'09"W ALONG A LINE THAT IS 20.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE A DISTANCE OF 209.63 FEET;

THENCE N89°39'59"E ALONG A LINE THAT IS 132.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID EAST 1/2 A DISTANCE OF 308.89 FEET TO THE POINT OF BEGINNING

PARCEL CONTAINS (82,849 SQUARE FEET) 1.9020 ACRES AND IS KNOWN AS 4000 - 4066 UPHAM STREET

**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 7 to 0 on this 25<sup>th</sup> day of February 2019, ordered it published with Public Hearing and consideration on final passage set for Monday, April 8, 2019 at 7:00 o'clock p.m. (Failed 5-3); reconsidered at Council Meeting, April 22, 2019 passed 6-2 to schedule Council Action for May 13, 2019 at 7:00 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 6 to 2, this 13<sup>th</sup> day of May, 2019.

SIGNED by the Mayor on this 13<sup>th</sup> day of May, 2019

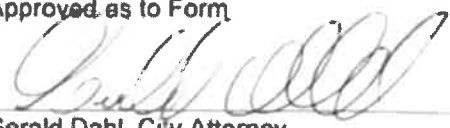
  
Bud Starker, Mayor

ATTEST

  
Janelle Shaver, City Clerk  
*Robin Brown, Deputy City Clerk*



Approved as to Form

  
Gerald Dahl, City Attorney

1<sup>st</sup> publication: February 28, 2019, April 23, 2019  
2<sup>nd</sup> publication May 16, 2019  
Wheat Ridge Transcript  
Effective Date: May 31, 2019

The following two (2) persons shall represent the proponents of this petition in all matters affecting it:

- |                     |                   |                             |
|---------------------|-------------------|-----------------------------|
| 1. Judy Capra       | 7070 W. 43rd Ave. | Wheat Ridge, Colorado 80033 |
| 2. Lynne Martinelli | 4240 Upham St.    | Wheat Ridge, Colorado 80033 |

**IN RE PROTEST OF PETITION CONCERNING REFERENDUM OR ORDINANCE  
1667 SERIES 2019**

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Before Pamela Anderson, Hearing Officer

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**AMENDED FINDINGS AND DECISION**

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THIS MATTER came up for hearing upon the protest by Robert McLeod and Michele McLeod dated August 5, 2019 (the “Protest”). The Protest was filed in response to a referendum petition (the “Petition”) filed on June 26, 2019 by Judy Capra and Lynne Martinelli (the “Petitioners”) against Wheat Ridge Ordinance 1667 Series 2019. Subsequent to the filing of the Protest, Petitioners Capra and Martinelli also filed on August 5, 2019 a “protest” to the McLeod Protest, entitled: “August 5, 2019 questioning the right to any protest of the petition and protesting the validation of some signatures.” For the purposes of my Findings and Decision I refer to this as the “Capra/Martinelli Protest.”

I, Pamela Anderson, was appointed by the Wheat Ridge City Council pursuant to CRS 31-11-110(3) to serve as hearing officer to take testimony on and issue these Findings and Decision with respect to the Protest and the Capra/Martinelli Protest (collectively, the “Parties”). Pursuant to CRS 31-11-110, Notice of a properly scheduled and noticed hearing on the Protest and all related matters was mailed to all parties, and the hearing was conducted by me on August 16, 2019, at which time I heard legal argument, testimony and evidence from the parties. At the conclusion of the hearing, I ordered that the parties have opportunity for the filing of written closing statements, on or prior to 8:00 a.m. on August 20, 2019. I have received and reviewed written closing statements from both the Petitioners and the Protestors and have considered them, in addition to the testimony, evidence and legal argument presented at the August 16, 2019 hearing, in arriving at my findings and decision.

This Amended Findings and Decision amends and fully replaces the Findings and Decision issued by me earlier on this date. This Amended Findings and Decision corrects a math error and changes the earlier decision.

**FINDINGS**

1. On May 13, 2019, the Wheat Ridge City Council ("Council") adopted Ordinance 1667, Series of 2019, which ordinance approved a zone change for certain real property located within the City at 4000-4066 Upham Street (the “Ordinance”).
2. Pursuant to Chapter VI (Initiative and Referendum) of the Wheat Ridge Home Rule Charter (the “Charter”), Petitioners Capra and Martinelli filed their referendum Petition with respect to the Ordinance on June 26, 2019.

3. I find that the Petition was timely filed within forty-five (45) days of May 13, 2019: the date of final passage of the Ordinance.

4. Charter Section 6.4 provides:

Within ten (10) days from the filing of any initiative or referendum petition, the city clerk shall ascertain whether the petition is signed by the requisite number of registered electors, and if sufficient shall attach thereto a certificate of sufficiency showing the result of such examination. If the petition is insufficient, the clerk shall forthwith in writing notify one (1) or more of the persons designated as filing the same on the petition. The petition may then be amended within ten (10) days from the filing of the certificate. The city clerk, within five (5) working days after such amendment, shall make the examination of the amended petition and attach thereto a certificate of the result. If still insufficient, the clerk shall return the petition to one (1) of the persons designated thereon as filing it, without prejudice to the filing of a new petition for the same purpose, but such petition shall not be refiled within one (1) year after return by the clerk.

5. Upon receipt of the June 26, 2019 Petition, the City Clerk commenced her review of the Petition as required by the Charter. This review included one hundred and six (106) Petition sections 1-10, 12-34, 36-57, 59-65, 67-7-, 72-85, 87-90, 92-106, 108-110, 112, 118, 119, and 123. On July 11, 2019, the City Clerk issued a Certificate of Insufficiency, finding the Petition insufficient in that, pursuant to the Charter 6.2(b), 1642 signatures were required and only 1,639 signatures were verified. The Clerk rejected Petition Section 88 and Petition Section 94 in their entirety and cited the reason for the rejection “due to the fact that the petitions had been obviously disassembled.” I find that while the Clerk’s action and review on the Petition extended for 15 days, rather than 10 days as required by Charter Section 6.4, this Certification was not challenged by the Protestors, and is hereby upheld as a valid action of the City Clerk.

6. As permitted by the Charter, the Petitioners submitted 6 additional Petition sections to the City Clerk as an amendment to their Petition on July 16, 2019. The section submitted included sections 107, 115, 116, 121, 124, and 125. Under Charter 6.4, the City Clerk was required to “within five (5) days working days after such amendment, shall make the examination of the amended Petition and attach thereto a certificate of the result.” On July 22, 2019, the City Clerk issued a Certificate of Sufficiency, finding that the Petition as amended contained 1,701 valid signatures, and accordingly was sufficient and in excess of the required 1,642 signatures.

7. On July 22, 2019, the Petitioners submitted 11 additional Petition sections in support of their Petition. These were Petition Sections 35, 86, 111, 113, 114, 117, 126, 127, 130, 131, and 135. (Protestors Exhibit 5). Subsequent to July 22, 2019, these petitions were reviewed. Petition Sections were reviewed by the Clerk and the Clerk issued an “Amended Certification of Petition Sufficiency” on July 27, 2019, finding that the total number of signatures validated upon review of these additional Petition Sections equaled 1,816.

8. The Protestors submitted their protest to the Petition on August 5, 2019, and this action ensued. Petitioner's Exhibit G.

9. I was appointed by the City Council on August 12, 2019 to serve as hearing officer to review and issue a decision on the Protest and the Capra/Martinelli Protest pursuant to CRS 31-11-110. Under that statute, I have authority to take testimony, evidence and legal argument, and to consider the same in determining whether to issue a written determination of whether the Petition is sufficient or not sufficient. CRS 31-11-110(3). I further find that I may consider objections made to, and arguments in support of, Petition sections and signatures raised during the hearing, in addition to those raised in the Protest by the Protestors or in the Capra/Martinelli Protest.

10. At the August 16, 2019 hearing, Protestors Robert McLeod and Michelle McLeod appeared through their counsel, Suzanne Staiert of the Maven Law Group. The Petitioners, Judy Capra and Lynne Martinelli, appeared and provided written and oral legal argument. Judy Capra also testified. The Petitioners were assisted by Odarka Figlus and by Kathy Havens who both appeared, testified and made legal argument. The following witnesses also were called and testified: Janelle Shaver, City Clerk; Robin Eaton, deputy City Clerk; Trevor Donarski, EIS Solutions; and Dorothy Archer, petition circulator.

11. The parties introduced the following exhibits:

For the Protestors:

- Exhibit 1: copy of Ordinance 1667 Series 2019
- Exhibit 2: Certification of Petition Insufficiency signed by City Clerk, Janelle Shaver and dated July 11, 2019
- Exhibit 3: Certification of Petition Sufficiency signed by City Clerk, Janelle Shaver and dated July 23, 2019; but made as of July 22, 2019 with attached copy of the first 3 pages of the form of referendum petition
- Exhibit 4: e-mail correspondence sent from Janelle Shaver to the Wheat Ridge Mayor and members of City Council, and including Judy Capra, City Attorney Gerald Dahl, City Manager Patrick Goff and Deputy City Clerk Robin Eaton, including as an attachment the Amended Certification of Petition Sufficiency dated July 30, 2019 but made as of July 27, 2019.
- Exhibit 5: copy of a receipt entitled "Referendum Petition re Ordinance 1667, Second Batch," referring to 11 sections No. 35, 86, 111, 113, 114, 117, 126, 127, 130, 131, and 135 showing the same as being received by Janelle Shaver, City Clerk, on July 22, 2019, including an attached certificate of filing dated the same date, and copies of signature pages of Petition sections.
- Exhibit 6: 2 pages listing alleged Petition defects by category, commencing with "incorrect circulator affidavit "(110 total) and concluding with "signed petition after notarization (2 total)."
- Exhibit 7: copies of e-mail messages from or to City Clerk Shaver and Petitioner Capra and including 4 e-mails from or to City Clerk Shaver appearing to refer to matters other than the Ordinance, the Petition, or the Protests.

- Exhibit 8: Copies of Petitions Circulated by Dorothy Archer- Sections 39, 44, 46, 51, 70, 99, 119, 124
- Exhibit 9: Copy of photo of petition sections 46 and 51 depicting alleged evidence of disassembly

For the Petitioners:

- Exhibit A: Copy of Referendum Petition, sample form (includes copy of Ordinance 1667)
- Exhibit C: List of Contested Signatures rejected by Clerk
- Exhibit D: Copy of Petitioner's Protest (with List 1 and 2)
- Exhibit E: List of Petition Section Numbers with Circulator Names
- Exhibit F: List of Rejected Signatures by Section, Line, Name, and Voter ID
- Exhibit G: Copy of McLeod Protest
- Exhibit H: Copies of City Clerk Certificate of Petition Insufficiency (Dated July 11, 2019), Certificate Petition Sufficiency (dated July 23, 2019) and Amended Certificate of Petition Sufficiency (dated July 30, 2019).
- Exhibit I: Copy of C.R.S. 24-21-515: Certificate of Notarial Act
- Exhibit J: Copy of Incorporation document and Petition Forms-City of Wheat Ridge
- Exhibit K: Copies of Photos of City Clerk Invalidated Signatures taken by Petitioners
- Exhibit L: Petitioners Brief Regarding No Protest Jurisdiction, re: notary & affidavit
- Exhibit M: Archer Affidavit
- Exhibit N: Colo. Court of Appeals, Div. VII. City of Colorado Springs, Appellant, v. Concerning Colorado Ethics Watch, Appellee, 2012
- Exhibit O: Formal Attorney General Ken Salazar Opinion, No. 03-1 AG Alpha No. ST EL AGBAS, January 13, 2003

In addition, the parties stipulated to the introduction of the City Clerk's file in the matter as an exhibit, including all original Petition sections and any written tallies, etc., in connection therewith.

### **Jurisdictional Issues**

12. In the Capra/Martinelli Protest and in the Petitioners Exhibit L entitled "No Jurisdiction Due to Insufficient Protest," the Petitioners have challenged my jurisdiction to hear this matter and, more fundamentally, whether a protest may be filed to the Petition, based on the following arguments:

- The Wheat Ridge Charter has no provisions to allow protest to a referendum
- If state law CRS 31-11-101 et seq applies, then the protest is insufficient or invalid.

13. With respect to the first jurisdictional challenge, I find as follows:

a. Petitioners are guaranteed the right of referendum of the Ordinance pursuant to Article V Section 1(9) of the Colorado Constitution. That section further provides that “the manner of exercising said powers shall be prescribed by general laws; except that cities, towns and municipalities may provide for the manner of exercising initiative and referendum powers as to their municipal legislation.”

b. The City of Wheat Ridge has exercised its authority under Article V Section 1(9) and its authority is a home rule municipality under Article XX of the Colorado Constitution to enact legislation initiative and referendum legislation, and it has done so by way of Chapter VI of the Wheat Ridge Charter, containing Sections 6.1 through 6.6.

- i. Charter Section 6.6 authorizes the Council to adopt “such additional rules and regulations by ordinance as are deemed necessary to implement this chapter on initiative and referendum.”
- ii. Charter Section 2.1 provides that “City elections shall be governed by the Colorado municipal election laws as now existing and hereinafter amended and modified, except as otherwise provided by this charter, or by ordinance hereinafter enacted.” The City Council has enacted Chapter 7 of the Wheat Ridge Code of Laws (the “Code”) entitled “Elections,” which Chapter generally adopts the state election codes and addresses residency requirements for city offices, duties of the city clerk, write in candidate affidavits and hearings concerning violations of Chapter 7.
- iii. Significantly, beyond these Charter and Code sections, the City Council has not enacted or addressed provisions for, among other matters, protest of initiative or referendum petitions (addressed by CRS 31-11-110), requirements for how signatures are affixed (addressed by CRS 31-11-108), or the standards which the clerk may apply to verification of signatures (addressed by CRS 31-11-109).
- iv. With respect to the form of the referendum petition itself, I find that the City Clerk is required to, and did in this case, maintain in her “office a supply of forms for all petitions required to be filed for any purpose by the provisions of the Charter or by ordinance enacted by the City.” Duties of City Clerk 2-22(p).
- v. As noted above, both the Colorado legislature and the City have enacted various provisions with respect to initiative and referendum, which taken together create a complete system for the circulation, acceptance, review, protest and scheduling of elections on initiative and referendum petitions. However, while the City has the authority to enact provisions on matters not addressed in its Charter, the City Council has not done so. As noted, there is no City Charter or Code enactment on protest procedures or standards for verification of signatures. In contrast, the Charter does occupy the field with respect to the number of signatures for a valid referendum petition, establishing 45 days as the period during which a petition may be circulated and filed, and the number of registered electors required for initiative and referendum.

- vi. Petitioners cite Bowen/Edwards Associates v. Board of County Commissioners 830 P.2d 1045 (Colo.1992) and In Re City of Colorado Springs v. Colorado Ethics Watch, 12 COA 55 (Ct.App.2012) in support of their argument that the City's home rule charter Article VI preempts the protest procedure in CRS 31-11-110. However, those authorities only establish that enactments of a home rule municipality only preempt and supplant a statute when in conflict therewith. Here, the Charter does not address protest procedures and therefore no conflict exists. In fact, as the Bowen/Edwards court held, "operational preemption," as articulated in that case, was triggered only when the state and local enactments addressed the same matters. This is not true in the present case, in which the Charter and the protest statute address separate aspects of the referendum process and do no conflict with respect to protests.
- vii. Where there is conflict between the Charter and the statute, CRS 31-11-101 et seq, the Charter solely controls. Here, with respect to the date of filing of petition and the number of signatures required, the Charter supersedes the statute. I find that where the Charter does not address a matter at all, including the right of protest, the statute applies.

14. With respect to the second jurisdictional issue, Petitioners challenge the Protest on the basis that the verification at the end of the Protest (Petitioner's Exhibit G) is signed in the "subscribed and sworn to" paragraph with a name that is not the name of either of the Protestors, and that there is no evidence that the persons submitting the Protest were sworn.

a. CRS 31-11-110(1) provides, in part: "Within forty days after an initiative or referendum petition is filed, a protest in writing **under oath** may be filed in the office of the clerk by a registered elector that resides in the municipality setting forth specifically the grounds for such protest." (emphasis supplied). This requirement is substantially the same as that for protests to statewide initiative and referendum petition at CRS 1-40-118. Petitioners rely on Bamer v. Wright, 159 P. 1145 (Colo.1916) for the proposition that the oath required to support a protest was not made in this case. In Bamer, the protestors' signatures were followed by a notary statement: "Subscribed to before me on this 10<sup>th</sup> day of July 1915." The Court stated:

It will be seen that the certificate recites that the statement was subscribed to, but nowhere does it appear from such certificate that the signers were sworn. It is the certificate of the officer from which it must be determined whether an oath was administered. [62Colo.57] It is true that in the body of the statement the signers say that they 'depone and say.' But, if it be assumed that 'to depose means to swear,' the certificate does not show that the signers even 'deposed' before the officer. It recites only that they subscribed.

In the case of the McLeod Protest, both Robert and Michelle McLeod signed in front of a notary, with the statement: "I, Michelle McLeod, [I, Robert McLeod] declare under penalty of perjury under the laws of the United States and Colorado that the foregoing PROTEST OF PETITION CONCERNING REFERENDUM OF ORDINANCE 1667 is true and correct to the best of my knowledge."

It is clear the defect found by the Court in Bamer was the absence of evidence that the officials took an oath by swearing. Here, the Protest is followed by a statement by the notary that the oath of each Protestor was “subscribed and sworn” to before the notary, whose signature and seal are present. I find that the requirements of CRS 31-11-110 with respect to the McLeod Protest being under oath have been met.

b. Petitioners submit the requirements of CRS 24-21-515 (Petitioner’s Exhibit I) for the proposition that the oath of the Protestors must be notarized and that they must be registered electors of the city. In reviewing the verification at the end of the Protest, I find that it states that the Protestors, and each of them “declare under penalty of perjury under the laws of the United States and Colorado that the foregoing protest of petition concerning referendum of Ordinance 1667 is true and correct to the best of my knowledge.” Each of these statements for each Protestor is followed by their signature. I find that defects in the notary signature and stamp appearing below the signature, to the extent they erode the authenticity of the notary itself, do not bear upon or affect the fact of the Protestors having taken the oath that they describe and that said oath was “subscribed and sworn,” as evidenced by the signature of the notary.

c. With respect to the residence of the Protestors, I find that the Protest affirmatively states in the first paragraph thereof, that they are “registered voters of Wheat Ridge, Colorado.” Petitioners introduced no evidence to rebut this statement in the Protest. I find the Protestors have met the requirement that they are registered electors of the City. Accordingly, I find that there is jurisdiction for the filing of a protest, and that the Protest is not defective for lack of a proper verification as not being required to constitute an oath, nor is the Protest defective with respect to residency of the Protestors. I further find Protestors may appear through counsel, so they did, and were not required to be present at the hearing, absent being compelled by subpoena.

**Did the City Clerk properly rely on the second batch of petition sections, submitted on July 22, 2019, in issuing the “Amended Certificate of Petition Sufficiency?”**

15. In the hearing, the Protestors challenged the ability of the City Clerk to receive and/or to incorporate into the Certification of Petition Sufficiency, the additional 11 petition sections submitted by the Petitioners on July 22, 2019. Protestors argue that Charter Section 6.4 permits only one cure or amendment to the Petition. Protestors rely on Charter 6.4, in their statement that “the City Clerk, within five (5) working days after **such** amendment shall make the examination of the amended petition and attach thereto a certificate of the result.” (emphasis supplied). In response, the Petitioners have argued, as has the City Clerk in testimony, that the City Clerk may receive and review any amendments within 10 days from the filing of the Certificate of Insufficiency.

16. The evidence in this case shows that the second batch of 11 petition sections was not relied upon by the Clerk in issuing the July 22, 2019 Certification of Petition Sufficiency. This is true because: (1) the second batch of petition sections was filed with the Clerk on the same day the Clerk issued the Certificate of Sufficiency, and (2) on July 23, the next day, the City Clerk communicated to Petitioner Capra that “we won’t take time to check the sections that came in on July 22. The numbers don’t warrant it. Unless something happens during the Protest.” (Protestors Exhibit 7) Accordingly, the second batch of petition sections

received by the City Clerk on July 22 cannot be used by the Petitioners to support the initial determination of petition sufficiency.

17. Turning to the Amended Certificate of Petition Sufficiency issued by the Clerk on July 30, 2019 but indicated as completed on July 27, I find there is no basis for relying upon this certificate, or the petition sections that support this certificate, for the reason that Charter Section 6.4 contemplates only one amendment to a referendum petition, and that amendment took place and was completed on July 22. Had the Petitioners wished to include the additional 11 petition sections as a part of the cure they submitted on July 15, they had the right to do so. Not having done so, Petitioners' later submission of additional signatures did not trigger a second amendment opportunity or right in the Petitioners.

### **Petitions Circulated by Dorothy Archer**

18. Protestors' next claim that CRS 31-11-106(3)(e)(II) prohibits certification of signatures based upon a petition which has been disassembled and has the effect of separating the affidavit from the signature page or pages. Protestors allege that all petition sections circulated by Dorothy Archer should be invalidated on this basis. The evidence in the hearing was undisputed that Dorothy Archer admitted to the disassembly of petition sections 88 and 94. Protestors also argue that the remaining petition sections circulated by Dorothy Archer should similarly be disqualified. Dorothy Archer testified in the hearing that she did in fact disassemble petition sections 88 and 94 both of which were rejected by the Clerk, but that she did not disassemble the remaining petition sections that she circulated: sections 39, 44, 46, 51, 70, 99, and 124. The Protestors introduced photocopies of those petition sections, arguing that additional holes were visible. The Hearing Officer has examined these original petition sections and has concluded that, of the remaining 7 sections, sections 46 and 51 have additional staple holes. Upon further examination and verification, I have determined that these petition sections appear to be complete, and that any separation, if in fact the case, did not result in any irregularity, alteration or fraud. The signature dates are largely the same or consecutive page to page. The pages do not appear to be separated from the notarized affidavit in accordance with CRS 31-11-106(3)(e)(II). Billings v. Buchanan 555 P.2d 176 (Colo.1976), cited by Petitioners, is persuasive on this subject. It is for these reasons that I find the following:

- Petition section 39 has no evidence of disassembly and 17 signatures are valid
- Petition section 44 has no evidence of disassembly and 19 signatures are valid
- Petition section 46 does have additional staple holes which is evidence of disassembly, but no other evidence or any irregularity. Protestors miscounted the number of signatures validated by the Clerk. Upon examination, the Clerk appears to have counted a cross out in error and section 46, line 10 is valid bringing the total valid signatures on section 46 to 18.
- Petition section 51 does have additional staple holes which is evidence of disassembly, but no other evidence of alteration, irregularity or fraud. There are 17 valid signatures
- Petition section 70 has no evidence of disassembly and 18 signatures are valid
- Petition section 99 has no evidence of disassembly and 17 signatures are valid
- Petition section 124 has no evidence of disassembly and 16 signatures are valid.

- Protestor's Exhibit 8 included Petition section 119 in the Protest circulated by Ms. Archer. However, that petition section determination will be evaluated in the findings related to incomplete circulator affidavit below.

### **Petition Number 54 circulated by Jeanette Shaver**

19. It is undisputed by the parties that circulator Jeanette Shaver, who circulated petition section 54, is the daughter of City Clerk Janelle Shaver. On its face this raises an appearance of impropriety. In testimony, City Clerk Shaver testified that she did in fact review the petition circulated by her daughter, in the same manner as all other petition sections she reviewed, and concluded, using the same standards as she used for other petition sections, that the signatures thereon (20 in total) were valid. In response, the Protestors, other than raising the appearance of impropriety of her reviewing her daughter's circulated petition section, did not challenge any of the signatures thereon on any basis. Protestors requested and received a subpoena for Jeanette Shaver's appearance, but she did not appear, and Protestors did not introduce evidence that the subpoena was in fact served. I find that while the City Clerk could easily have asked her deputy, Robin Eaton, to review that petition section, without any other basis in the hearing record for the challenge of the petition section on the basis of the family relationship, I dismiss that challenge. However, because the propriety of Clerk Shaver reviewing the work of her daughter has been called into question, I have the authority to review the individual signatures on that petition section. I have done so and hold that all twenty signatures are valid.

### **Duplicate Signatures**

20. The Protestors challenged 14 signatures as being duplicates. City Clerk Shaver testified that her office did not check for duplicate signatures through the Secretary of State lookup system, since that system was not programmed to indicate whether or not a name had previously been looked up. During testimony, City Clerk Shaver was asked to review the list of 14 duplicate signatures alleged by the Protestors to be duplicates [at Protestors' Exhibit 6] and after that review and in her testimony agreed the 14 signatures were in fact duplicates. Because these particular signatures have been challenged, I have reviewed them and find the following are not duplicates for the reasons noted:

- Protestor's Exhibit 6 identifies a duplicate for Jason Sayre on petition Section 7, line 2. In reviewing the original document, the protestors misidentified and cannot point to the duplicate. The signature is valid. Protestor's Exhibit 6 identifies a duplicate for Aileen Littrell on Petition Section 30, line 18. In reviewing the original document, the protestors misidentified and cannot point to the duplicate. The signature is valid.

### **Incomplete Circulator Affidavit**

21. The Protest identified seven petition sections in which the county was missing from the circulator's affidavit. Protestors challenged these sections as "missing the required county in the affiants' addresses." However, upon examination of these petition sections, I find that the county in the affiants' address in all of the contested cases is actually present. However, as a part of that same review, I find that the county is missing from the notary block

appearing at the beginning of the circulator's affidavit immediately under "State of Colorado." The Protestors argue that a notarized affidavit is required by 31-11-106 in the form of the petition. The county is required in the notary on a petition by CRS 31-11-106 (3)(e)(I)(A), and by Petitioner's own argument under CRS 24-21-515(1)(c). I find that while the missing county makes the notary certification slightly incomplete, this lack does not affect the validity of the circulator's affidavit and I therefore uphold all of these petition sections as valid. I find that the omission of the county in which the notarization took place, in the context of the affected petitions, makes them substantially compliant. On this basis, I find that petition sections 19, 36, 39, 68, 99, 106, and 119 while missing the required county of notarization in the notary block, are valid. (Decision and Findings Exhibit AA).

### **Petitions Must be Signed by the Elector**

22. Nine signatures were challenged on this basis. Upon review, I find that eight signatures were missing and so therefore are invalid. (Findings and Decision Exhibit AA). The Protestors withdrew the protest of signature Morgan Whiteman on petition section 65, line 1 at the hearing. The signature of Harold Niquette on petition section 50, line 14 is invalid for missing signature, but was also protested on petition section 38, line 5 as a duplicate. That signature is whole and is considered valid for that section. This is also discussed under the consideration of duplicate signatures, above.

- 8 signatures are deemed invalid due to lack of signature
- Protest to 1 signature (Morgan Whiteman) was withdrawn by Protestors at the August 15, 2019 hearing.

### **Petitions Must be Filled out by the Elector**

23. In its Exhibit 6, Protestors challenge four signatures on the basis of suspected transcribing, based upon an examination of handwriting. With respect to these signatures, I find as follows:

- 3 signatures are invalid
- 1 signature is valid. Upon review, Heidi Olsen on Section 16, Line 4 appropriately notated and signed that she assisted Rudy Spandler on the line 3 above her signature

### **Petitions Signed by Nonresident Electors**

24. CRS 31-11-108 requires referendum petitions to be signed only by registered electors who are eligible to vote on the measure. Protestors challenge eight signatures on this basis. Petition circulators testified that these individuals may have been misidentified as living outside the City. I first hold that it is required that the address listed by a petition signer at the time of signing a petition must be the same as their address as a registered elector and that if the petition signer states an address on the petition which is different from their registered electors

address, that signature is invalid. This is true because the only way for election officials to determine appropriate residency for election purposes is in reliance upon the registered election records. Accordingly, while persons may move to another location within the City, they are not registered electors at that other location and if their address as listed in the petition does not match the registered elector address, that signature must be rejected. I reviewed the registration address, verified the precinct and reviewed the effective date for the voter registration at the time of the petition. Decision and Findings Exhibit AA. With these principles in mind, I find the following with respect to these eight signatures:

- 8 signatures are deemed invalid for residing outside of Wheat Ridge and therefore ineligible electors for the petition

### **Signatures Affixed after the Affidavit Date**

25. Two signatures were alleged to be affixed after the proper date. Upon examination of the original petitions, I find as follows:

- Cary Whitaker: listed date of signing as July 19, 2019, which is clearly after the date of the circulator's affidavit of June 24, 2019, and therefore is disqualified.
- Grace Cisneros: listed date of signing as "10-6-19." Ms. Cisneros did, however, make a notation on her signature line to the effect that the date is written in the European style, with the day first then the month. This is reflected in the notation DAY MONTH over the associated numbers and initialed G.C. With respect to this signature, I find compelling and this signature valid.

### **Are all Signatures Valid based Solely on the Basis of Their Being on a Petition which is Notarized?**

26. The Petitioners presented attached to Exhibit C a "List 1" which lists signatures they allege were rejected by the Clerk. Petitioners argued that, based upon Colorado Constitution Article V Section 1(9), all signatures merely appearing on a petition which petition is notarized are, *prima facie* valid, and for this reason should not have been rejected by the Clerk and should be included in the count. I reject this argument. If this were true, the Clerk would have no role in reviewing the sufficiency of signatures and verifying them in any way: the mere presence of signatures on a document which is notarized would be sufficient. This is an improperly wholistic reading of eligibility for participation in the electoral process. To do so would be to water down the rights of eligible voters and equate them with ineligible voters.

27. The General Assembly has been given authority by the Constitution to enact procedures for the verification of signatures, and has done so at CRS 31-11-109 by requiring, not allowing, the Clerk to "inspect timely filed initiative or referendum petitions and the attached affidavits, and may do so by examining the information of signature lines for patent defects, by comparing the information on signature lines against a list of registered electors provided by the county or by other reasonable means." The Clerk did so in this case and rejected signatures for a variety of valid reasons, including illegibility, not registered elector, incorrect date, and other

reasons. The Clerk has the right and obligation to conduct this review. The argument that all the signatures in “List 1” must be accepted as valid, is rejected. A presumption of validity may not cure, as Petitioners urge, the omission of information required by CRS 31-11-106, and, more specifically and importantly, CRS 31-11-108.

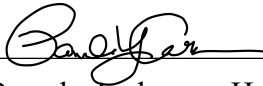
28. The Petitioners submitted Exhibit D: Petitioners Protest, that includes the document filed with the Clerk as a “protest” to the Protestor’s protest. Attached to this document, among other things is an attachment “List 2” which is a list of signatures Petitioners allege were rejected by the Clerk and that Petitioners state they have reviewed and confirmed the signatures as valid. “List 2” does not include specific grounds for why the signatures should be valid, as required by CRS 31-11-106 and CRS 31-11-110. The Petitioners testified that they verified the signatures against the Jefferson County voter file as it is different from the Secretary of State voter lookup files that the Clerk utilized for signature review. This is not accurate. The database is one and the same. It is the reports and data included that must be scrutinized for appropriate matching criteria. Under questioning, the Petitioners stated that they did not review the signatures for any patent defects such as duplicated, missing signature, same address or effective date for the registration. For these reasons I decline to validate the signatures in “List 2”.

29. I find that the total number of valid signatures on the Petition, after taking into account my decisions on individual issues listed above, is 1,670, which is 28 more than the required number 1,642. See, **Exhibit AA** attached hereto and fully incorporated herein by this reference.

### DECISION

For the foregoing reasons, I find the Referendum Petition on Ordinance 1667 filed by Judy Capra and Lynne Martinelli on June 26, 2019 and as amended on July 11, 2019 to be sufficient. The Petitioners’ motion for dismissal on jurisdictional grounds is denied.

Dated: August 21, 2019 at 8:45 p.m.

Signed:  \_\_\_\_\_  
Pamela Anderson, Hearing Officer

Decision and Findings Exhibit AA: Petition Review arranged by Reason for Challenge, then petition section #						
Section	Line	Name	Protestors Reason for challenge	Protestor Count	Hearing Officer review	# of signatures invalidated by Protest
7	2	Jason Sayre	Duplicates	1	Sec 7 Line 2 not Jason Sayre- protestors misidentified	0
24	18	Richard Doll	Duplicates	1	Duplicate- Sec 2, line 18	1
30	13	Ailene Littrell	Duplicates	1	Sec 30, Line 18 not Aileen Litrell- protestors misidentified	0
30	10	Steph Burg	Duplicates	1	Duplicate- Sec 15, line 14	1
38	4	Elizabeth Niquette	Duplicates	1	Duplicate- Sec 74, line3	1
38	5	Harold Niquette	Duplicates	1	Identified by protestors as a duplicate AND no signature on Sec50, line 14. This signature is signed. Rejected the Sec 50, line 14 entry for no signature and as the duplicate	1
40	11	Ann Ehrman	Duplicates	1	Duplicate Sec 103, line 16	1
41	15	James Dawson	Duplicates	1	Duplicate Sec 105, line 8	1
42	16	Samuel Taylor	Duplicates	1	Duplicate, Sec 18, line 14	1
51	14	Gerald Ley	Duplicates	1	Duplicate- Sec 87, line 14	1
60	19	Fred Herndon	Duplicates	1	Duplicate, Sec 87, line 18- Mr. Herndon notated assisting Sectin 65, line 18, but the signature cannot be double counted as verified.	1
60	8	Douglas Linder	Duplicates		Duplicate, Sec 26, line 20	1
70	3	Jack Polich	Duplicates	1	Duplicate- Sec 2, line 19	1
108	10	Ihor Figlus	Duplicates	1	Duplicate Sec 7, line 112 not Ihor Figlus- protestors misidentified section.	0
39	1 to 18		Evidence of disassembly	17	Examined- no evidence of disassembly	0
44	1 to 20		Evidence of disassembly	19	Examined- no evidence of disassembly	0
46	1 to 20		Evidence of disassembly	19	Evidence of disassembly- Circulator Dorothy Archer- Protestors miscounted the number of validated signatures. 46, line 4 is valid (4039393); 46, line 10- a cross out that is invalid. Cross out- appears to have been counted. 18 valid signatures.	0
51	1 to 19		Evidence of disassembly	18	Evidence of disassembly- Circulator Dorothy Archer; AOK Rejected Gerald Ley signature on section 51, line 14 for duplicate; Sec 51, line 10- no signature date. 17 valid signatures.	0
70	1 to 19		Evidence of disassembly	18	Examined- no evidence of disassembly; Aok- 18 valid. One strikethrough, one not registered, line16;	0
99	2 to 19		Evidence of disassembly	17	Examined- no evidence of disassembly; AOK 17 valid. 2 not registered.	0
124	1 to 20		Evidence of disassembly	16	Examined- no evidence of disassembly; 16 valid- line 1 is Charles, not Carlos- name does not match. Charles is spanish for Carlos. What was clerk's count?	0
19	All sigs	Yoma	Incorrect circulator affidavit	16	no county in notary at top	0
36	All sigs	Hobrecht	Incorrect circulator affidavit	11	Incorrect Circulator affidavit-notary county missing	0
39	All sigs	Yoma	Incorrect circulator affidavit	17	Incorrect Circulator affidavit-notary county missing	0
68	All sigs	Yates	Incorrect circulator affidavit	19	Incorrect Circulator affidavit-notary county missing	0
99	All sigs	Yoma	Incorrect circulator affidavit	17	Incorrect circulatory affidavit- notary county missing	0
106	All sigs	Russell	Incorrect circulator affidavit	12	Incorrect circulatory affidavit- notary county missing	0
119	All sigs	Yoma	Incorrect circulator affidavit	18	Incorrect circulatory affidavit- notary county missing	0
15	13	Matthew Rhoades	No Signature	1	No signature	1
15	12	Shannon Rhoades	No Signature	1	No signature	1
19	4	Greg Stransky	No Signature	1	No signature	1
19	1	Krista Kanmore	No Signature	1	No signature	1
31	19	Christopher DiBartola	No Signature	1	No signature	1
50	14	Harold Niquette	No Signature	1	Eliminated on signature, but not for duplicate (Protestors double counted)	1
65	4	Morgan Whiteman	No Signature	4	WITHDRAWN AT THE HEARING	0
93	9	Cassandra Vassos	No Signature	1	No signature	1
101	9	Lisa Kasson	No Signature	1	No signature	1
13	13	Margaret Culbreth	Outside Wheat Ridge	1	Lakewood, Outside of WR- Prec 7202330165; VoterID 4018881; Eff Date 4/11/2008	1
39	18	Alfred Ortiz	Outside Wheat Ridge	1	Mountain View-Outside of Wheat Ridge-Prec 7202430197; VoterID 2531648; Eff Date 11/6/2018	1
39	10	Thomas Rains	Outside Wheat Ridge	1	Arvada-Outside of Wheat Ridge- Prec 7192730270; VoterID 8283531	1
41	6	Randall Evans	Outside Wheat Ridge	1	Outside Wheat Ridge- Lakewood Prec 7202330165; Voter ID 601902620; Eff date 10/15/2018	1
50	9	Martha Roberts	Outside Wheat Ridge	1	Outside of Wheat Ridge- Golden Prec 7202430201; VoterID 600755725; Eff Date 5/23/2017	1
53	10	Katelin Hesketh	Outside Wheat Ridge	1	Outside Wheat Ridge- Lakewood Prec 7222330277; VoterID 600678938; Eff Date 2/26/2019	1
85	9	Cory Holtz	Outside Wheat Ridge	1	Outside of Wheat Ridge- Arvada Prec 7192730126; VoterID 601330969; Eff Date 11/6/2018	1
85	8	Eric Holtz	Outside Wheat Ridge	1	Outside of Wheat Ridge- Prec 7192730126; VoterID- 4173916; Eff Date 10/15/2018	1

54	all		Petition circulated by Clerk Shaver's daughter Jeanette if reviewed by Clerk Shaver is invalid	20	Reviewed all signatures as valid	0
3	15	Cary Whitaker	Signed petition after notarization	1	Signed petition after notarization	1
43	4	Grace Cisneros	Signed petition after notarization	0	Valid- Ms. Cisneros notes and initialed a european date construction	0
16	4	Heidi Olson	Suspected transcribing	1	Assisted notation for Rudy Spandler by Heidi	0
25	11	John Morris	Suspected transcribing	1	Suspected Transcribing- no asst notation	1
52	2	Christine Swann	Suspected transcribing	1	Suspected Transcribing- no asst notation	1
65	11	Tyler Fauth	Suspected transcribing	1	Suspected Transcribing- no asst notation	1
Total						31

Required Signature Threshold:	1642
Signatures validated as sufficient on July 22nd:	1701
Signatures deemed invalid:	-31
Total sufficient signatures:	1670
Determination: Petition is Sufficient	

For Information Only: 2nd Amendment Petition Sections Not Effective Per Decision

Section	Line	Name	Protestors Reason for challenge	Protestor Count	Hearing Officer review	# of signatures
35	All sigs		No second amendment permitted under the Charter.	115	Verify how many signatures per section.	2
86	All sigs		No second amendment permitted under the Charter.		No second amendment permitted under the Charter	18
111	All sigs		No second amendment permitted under the Charter.		No second amendment permitted under the Charter	4
113	All sigs		No second amendment permitted under the Charter.		No second amendment permitted under the Charter	15
114	All sigs		No second amendment permitted under the Charter.		No second amendment permitted under the Charter	4
117	All sigs		No second amendment permitted under the Charter.		No second amendment permitted under the Charter	11
126	All sigs		No second amendment permitted under the Charter.		No second amendment permitted under the Charter	17
127	All sigs		No second amendment permitted under the Charter.		No second amendment permitted under the Charter	18
130	All sigs		No second amendment permitted under the Charter.		No second amendment permitted under the Charter	5
131	All sigs		No second amendment permitted under the Charter.		No second amendment permitted under the Charter	4
135	All sigs		No second amendment permitted under the Charter.		No second amendment permitted under the Charter	17

### **Certification of Mailing and Service**

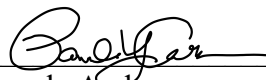
I hereby certify that on August 21, 2019 I placed a true and correct copy of the foregoing Amended Findings and Decision in the U.S. Mail, first class postage prepaid and in addition transmitted the same by electronic mail, addressed as follows:

Judy Capra  
7070 W. 43<sup>rd</sup> Avenue  
Wheat Ridge, CO 80033  
[jcapra@q.com](mailto:jcapra@q.com)

Lynn Martinelli  
4240 Upham Street  
Wheat Ridge, CO 80033

Robert McLeod  
Michelle McLeod  
c/o Suzanne Staiert  
Maven Law Group  
1800 Glenarm Place  
Denver, CO 80202  
[sstaiert@mavenlawgroup.com](mailto:sstaiert@mavenlawgroup.com)

Janelle Shaver  
City Clerk  
City of Wheat Ridge  
7500 W. 29<sup>th</sup> Avenue  
Wheat Ridge, CO 80033  
[jshaver@ci.wheatridge.co.us](mailto:jshaver@ci.wheatridge.co.us)

  
\_\_\_\_\_  
Pamela Anderson  
August 21, 2019

# **SPECIAL STUDY SESSION AGENDA**

## **CITY COUNCIL CITY OF WHEAT RIDGE, COLORADO**

7500 W. 29th Ave.  
Wheat Ridge CO

August 26, 2019

Upon adjournment from Regular Council Meeting

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Individuals with disabilities are encouraged to participate in all public meetings sponsored by the City of Wheat Ridge. Call Sara Spaulding, Public Information Officer 303-235-2877 at least one week in advance of a meeting if you are interested in participating and need inclusion assistance.

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### Citizen Comment on Agenda Item

1. Wheat Ridge Business District 2020 budget request
2. Carnation Festival 2020 budget request
3. Sustainable Wheat Ridge 2020 budget request
4. Localworks 2020 budget request

ADJOURNMENT



August 21, 2019

Patrick Goff  
City of Wheat Ridge  
7500 W. 29<sup>th</sup> Ave.  
Wheat Ridge, CO 80033

**Re: 2020 Funding Request**

Dear Patrick,

On behalf of the Board of Directors of the Wheat Ridge Business District, I am writing you to request funding of \$90,000.00 total in 2020:

- \$45,000.00 for the regular grants programs.
- \$45,000.00 for the Façade Plus program.

To date in 2019, the Wheat Ridge Business District has awarded grants to 15 properties totaling over \$80,000 for sign, façade, architectural, landscape, paint, accessibility and visual impact projects. Additionally, 2 properties were awarded Façade Plus grants totaling \$55,000. In total, these matching grants have leveraged over \$611,000 in private investment dollars to commercial properties in Wheat Ridge in 2019.

In 2020, the Wheat Ridge Business District will continue to promote these matching grant incentives and support property improvements to commercial properties throughout the City of Wheat Ridge. We thank you for your past and continued support of the Wheat Ridge Business District.

Sincerely,

A handwritten signature in dark ink, appearing to read "Joseph E. DeMott". The signature is fluid and cursive, with a long horizontal stroke at the end.

Joseph DeMott  
Board President  
Wheat Ridge Business District

**The Carnation Festival Inc.  
2020 Proposed Budget**



<b>Revenues</b>	<b>Proposed Budget</b>
City of Wheat Ridge Contribution	\$ 100,000
Circus Ticket Sales	\$ 25,000
Beer and Wine	\$ 25,000
Sponsorship Fees	\$ 20,000
Vendor Fees	\$ 20,000
Carnival Ticket Sales	\$ 4,000
Parking Lot Fees	\$ 900
ATM Fees	\$ 600
<b>Total</b>	<b>\$ 195,500</b>

<b>Expenses</b>	<b>Proposed Budget</b>
Circus	\$ 39,500
Facilities (Fencing, Tents, Portable Toilets, etc.)	\$ 38,000
Bands, Stage, PA and Staffing	\$ 30,000
Event Administration	\$ 35,000
Power Sources	\$ 12,000
Fireworks	\$ 12,000
Beer, Wine, Ice	\$ 10,000
Marketing and Advertising	\$ 9,500
Misc. Event Supplies	\$ 5,000
Parade, Awards, Plates	\$ 3,000
Donations to Service Organizations	\$ 1,500
<b>Total</b>	<b>\$ 195,500</b>

**Gain/(Loss)**

**\$0**



# Memorandum

**TO:** Mayor and City Council

**THROUGH:** Patrick Goff, City Manager

**FROM:** Marianne Schilling, Assistant to the City Manager

**DATE:** August 26, 2019

**SUBJECT:** Sustainable Wheat Ridge 2020 Budget Request

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## **ISSUE:**

The Sustainable Wheat Ridge (SWR) committee has transitioned from its planning stage into implementation in 2019. As such, it has worked hard to hit the ground running and positively impact the community. SWR has been tasked to explore six main sustainability focus areas and determine opportunities for sustainable impact. SWR's first year of implementation in 2019 has been successful, with the most significant accomplishment being the award of a grant for the City's first electric vehicle charging station at a municipal facility. The team is hoping to harness its momentum to increase its impact on the Wheat Ridge community in 2020.

## **BACKGROUND:**

Sustainable Wheat Ridge (SWR) is a resident-led committee comprised of ten community members. The committee was formed in May 2017 by Mayor Joyce Jay with the primary goals of involving the community in recommending and prioritizing environmental sustainability goals for the City and to support other community-wide sustainability efforts. After the formation, the newly developed committee worked on creating an Action Plan, which was presented to City Council in June 2018, along with recommendations for City Council and the committee. The plan was designed to enhance the environmental sustainability of Wheat Ridge, provide strong financial returns, and bring substantial benefits to public health, community cohesion and livability.

Since June 2018, SWR has transitioned from the development of the Action Plan to the implementation of key action items. In January 2019, SWR welcomed new members to the team and started getting to work. Below are the 2019 key accomplishments achieved so far and anticipated throughout the rest of the year:

## **2019 Accomplishments**

- SWR Team
  - Added new volunteer committee members in January 2019
- Communications
  - Rebranded: Changed name from Wheat Ridge Environmental Sustainability Committee to Sustainable Wheat Ridge
  - Developed new logos

- Updated city webpage
- Shared regular SWR updates in Connections, website and social media
- Grant funding
  - Awarded up to \$9,000 through the Charge Ahead Colorado grant to install an electric vehicle charging station at the Wheat Ridge Recreation Center, which will be the first charging station at a Wheat Ridge municipal facility
- Partners in Energy (city partnership with Xcel Energy)
  - Hosted workshops for community stakeholders and staff to discuss opportunities for energy action
  - Residential:
    - Offering 50% off discount for Home Energy Squad Regular (normally \$50) and Plus (normally \$150) for all Wheat Ridge residents in order to make homes operate more energy efficiently and help residents save money on utility bills
    - Team representation at community events to promote energy efficiency and discount opportunity
  - Commercial:
    - Working with local businesses to promote opportunities through Xcel Energy for free small business energy audits
  - Municipal:
    - Initiating benchmarking data analysis in order to make recommendations on city facility energy-related enhancements
- Community Partnership
  - Participated in Edgewater Sustainability Committee Panel Event
  - Provided recommendations to city Chief Building Official related to sustainability in new-builds
  - Hosted and planned the 50th Anniversary tree planting at the Wheat Ridge Recreation Center to celebrate the 50th anniversary as well as the 40th year as a Tree City
  - City Staff representation in regional sustainability group, meeting quarterly to discuss regional issues and solutions related to sustainability

#### Upcoming 2019 Projects/Events

- Developed Green Business recognition which will be part of the Wheat Ridge Business Awards on September 24
- Continue to promote Xcel Home Energy Squad audit discount
- Partner with local organizations to support the building/purchase of rain barrels
- Partner with River Network in a Clear Creek clean up volunteer event in October
- Partner with SCRAPPS, a local composting organization to establish composting drop-off locations in Wheat Ridge and providing discounts for Wheat Ridge residents who want to participate in the compost drop-off program
- Hold first community engagement event to define the resident priorities related to sustainability
- Submit for additional charging stations with Charge Ahead Colorado Grant in October

As SWR continues to implement sustainability-related goals and partner with local agencies, the committee is focused on enhancing its impact on the Wheat Ridge community. The team is planning to continue its participation in the Partners in Energy program with Xcel Energy.

Additionally, it will continue supporting the Green Business award, partnering on residential compost programming, and hosting community engagement events. New for 2020 would be a focus on safe bicycle use through the purchase of bike racks and bikes/helmets/locks (for the Active Transportation Advisory Team's Ride for Reading event). SWR has also been asked by Wheat Ridge Parks, Forestry and Open Space division to help plan an Earth Day 50th Anniversary event in April 2020.

Finally, SWR is interested in the City of Wheat Ridge joining Lakewood's Sustainable Neighborhood Network. This program, which was developed by and includes training from the City of Lakewood, promotes resident-led neighborhood sustainability efforts in order to assist residents in taking ownership of their community's environmental actions. This program has a startup cost that includes \$10,000 which covers the training from Lakewood, and a cost of about \$2,500 per neighborhood for signage and programming. SWR would anticipate supporting the startup programming for two new neighborhoods each year.

Aside from the deliverables listed below, SWR intends to explore both additional grant funding opportunities and other programs and resources that align with the goals and strategies outlined in the Action Plan. This may include the pursuit of a Partners for Places grant, energy performance contracts for municipal facilities, and promoting the Colorado Energy Office program for weatherization and solar for low-income families.

In total, Sustainable Wheat Ridge is requesting \$25,500 for 2020 in order to implement the following projects:

<b>Deliverable</b>	<b>Action Plan Focus Area</b>	<b>Cost</b>
Continue Partners in Energy Participation	Green Building & Energy Efficiency; Renewable Energy	\$2,000
Green Business Award	Green Building & Energy Efficiency; Renewable Energy	\$1,000
Quarterly Community Engagement Events	Communications & Engagement	\$2,000
Wheat Ridge Compost Drop Off Partnership	Solid Waste & Recycling	\$2,000
Earth Day 50th Anniversary Event	Communications & Engagement	\$500
Promotion of bicycle use	Transportation	\$3,000
Implement <i>Sustainable Neighborhoods Program</i> (1 year startup cost, \$5,000 per year ongoing)	All	\$15,000
	<b>Total</b>	<b>\$25,500</b>

City Council may recommend additional programming and/or projects for SWR in 2020. Additionally, City Council may recommend that SWR implement internal city programming and regional coordination that are beyond the current capacity and authority of a resident-led volunteer committee. However, should Council want to enhance and expedite the impact of the committee, it may consider funding a sustainability professional in 2020 or in the future.

Council may provide direction on the funding level of Sustainable Wheat Ridge in 2020.

**FINANCIAL IMPACT:**

\$25,500

**RECOMMENDATION:**

Staff recommends that City Council provide consensus to fund Sustainable Wheat Ridge in 2020 at \$25,500.

**ATTACHMENTS:**

N/A

# Memorandum

**TO:** Mayor Bud Starker and City Council

**THROUGH:** Patrick Goff, City Manager

**FROM:** Steve Art, Economic Development Manager

**DATE:** August 26, 2019

**SUBJECT:** Localworks Program Funding FY2020

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**ITEM:**

Localworks budget request for its programs and operations for 2020. This funding is recognized in the Economic Development (105) fund.

**BACKGROUND:**

The requested funds for FY 2020 have not significantly deviated from the 2019 approved funding. The attached narrative provides the request for funding.

**ATTACHMENTS:**

1. City Budget Considerations for Localworks
2. Localworks Proposed Budget

## **City Budget Considerations for Localworks – 2020 Budget**

Thank you for the continued partnership of the City of Wheat Ridge in advancing Wheat Ridge as a vibrant and sustainable community. The five-year goals of the City of Wheat Ridge align well with many areas of Localworks' mission and strategic plan.

In 2020, we request funding for specific programs that aid us in leveraging community volunteers, local business support and our professional expertise to achieve goals for our organization and the City of Wheat Ridge.

### **Wheat Ridge Special Events – \$190,000**

Based on the growth of the Ridge at 38 Events, Localworks would like to broaden our focus to all Wheat Ridge. Trunk or Treat has outgrown the Green on 38<sup>th</sup> Avenue, and we're partnering with Lutheran Medical Center to host this year's event. In 2020, we will be exploring additional events and alternative venues along commercial corridors.

Over 21,000 people have attended our events on Ridge at 38 in the past twelve months. All the events have been growing and evolving to meet economic development goals. The recent Ridge at 38 Criterium was the most successful to-date with a new course and a growing Brewfest. In 2019, we were proud to host the State Championship for the third time. We saw over 6,500 people attend and enjoy the community spirit as our main street was flowing with people. This growth has been positive for businesses and sales tax revenue, but also comes with additional costs. In 2019, our traffic control company raised their pricing by \$2,000. We are now paying for ambulance services, and we continue to hire additional security staff. As this event and others grow, we have additional security and barricading costs as well as communication costs like the variable message boards along the street. In addition, the WRPD has found its in-kind staffing to be stretched, so we are budgeting for temporary staffing to help with intersection control and other roles. We also see the need for increased lighting at our fall and winter events. The community and business feedback have been overwhelmingly positive. These events have helped to define the Ridge at 38 and bring people out to celebrate what makes Wheat Ridge unique.

Based on feedback from the event partners, volunteers and attendees, we are asking for increased support in 2020 to accommodate the continued growth and success of this important community development programming. We will also continue to find ways to reduce costs as well as secure sponsors who are attracted to the Wheat Ridge brand and complement it.

*City Vision Topic 1: Wheat Ridge is an attractive and inviting city*

*City Vision Topic 2: Wheat Ridge is a community for families*

*City Vision Topic 3; Goal 2: Facilitate neighbor-to-neighbor relations*

*City Vision Topic 4; Goal 2: Provide support to existing commercial areas*

*City Vision Topic 7: Wheat Ridge Residents are proud of their hometown*

*City Vision Topic 8: Wheat Ridge residents enjoy an active, healthy lifestyle*

*City Vision Topic 8; Goal 2: Develop an active relationship with Lutheran Medical Center*

<b>Event</b>	<b>Total Event Cost</b>	<b>Request to City</b>
Criterium and Brewfest	78,000	68,000
Friday Night Live	31,000	26,000

RidgeFest	49,000	42,000
Trunk or Treat	13,000	11,500
Holiday Celebration	33,000	29,000
Facility Rentals	3,500	3,500
Overhead (75% in-kind)	41,000	10,000
*TOTAL	248,500	190,000

### **Core Localworks Programs – \$187,750**

**\$50,000 – Localworks Business and Home Improvement Loan Programs.** These low-interest loans continue to support property improvements to residential and commercial properties throughout the City of Wheat Ridge. These investments revitalize Wheat Ridge’s business areas, including the main corridors and retail nodes. Our Home Improvement Program proactively assists residents as they begin rehabilitating their homes.

In mid-2019, some of the previous loans have reached maturity. Those funds will be cycled back into the program for future applicants. However, new applicants come in faster than outstanding loans are paid off. Therefore, we still request City funding for this program. The Localworks Board of Directors will match funds for this program with an additional \$50,000.

*City Vision Topic 3: Wheat Ridge has great neighborhoods*

*City Vision Topic 4; Goal 2: Provide support to existing commercial areas*

Business and Home Loans	50,000
Overhead (100% in-kind)	0

**\$41,500 – Live Local Wheat Ridge.** This program supports Localworks community building events. The Live Local Wheat Ridge program continues to connect residents to one another and to local businesses to build a stronger community. Events focus on active living, arts, culture and urban agriculture and provide unique opportunities for local businesses to reach new and existing customers. As of August 2019, we’ve collaborated with 11 local businesses and community groups on these events, including the Everitt Parent Teacher Association, Rocky Mountain Specialty Gear, Four Squares Framing and Southwest Gardens. Our committee is made up of a passionate group of residents who meet monthly. These events continue to be well-attended and all of our ticketed events have sold out.

*City Vision Topic 3; Goal 2: Facilitate neighbor-to-neighbor relations*

*City Vision Topic 8: Wheat Ridge residents enjoy an active, healthy lifestyle*

Program and Volunteer Management	20,000
Event Costs	7,500
Printed Materials	4,500
Ads, refreshments, supplies, other costs	5,000
Rental Facilities	1,500
Overhead (65% in-kind)	3,000

**\$40,000 – Community Outreach and Education** – leadership capacity building and academies. Localworks added 20 more graduates to its Wheaties Academy alumni in 2018 and is planning to coordinate a comparable leadership program in 2020. In addition to developing local leaders, Localworks will be collaborating with the City via Partners in Progress, Art Space, Wheat Ridge’s Complete Count Committee and Sustainable Wheat Ridge. Via this involvement, we aim to identify and develop leaders working together to further the mission of Localworks to advance Wheat Ridge as a vibrant and sustainable community.

*City Vision Topic 1: Wheat Ridge is an attractive and inviting city*  
*City Vision Topic 2; Goal 2: Provide Options for Seniors to age in place*  
*City Vision Topic 3; Goal 2: Facilitate neighbor-to-neighbor relations*  
*City Vision Topic 7; Goals 2 and 3*

Program and Volunteer Management	22,500
Facilitation, speakers, training	7,500
Materials	2,500
Rentals, refreshments, other costs	5,000
Overhead (71% in-kind)	2,500

**\$22,500 – Community Marketing and Positioning Tours** – Following the success of our last two new tours (the Progressive Dinner Tour and Blooms & Brunch), Localworks plans to continue developing new tours and perfecting existing ones. Throughout our work on these tours, Localworks partners with local businesses to showcase our community. Our Blooms & Brunch Tour showcased nine local businesses, including Al’s Pine Garden, Belfiore’s Italian Sausage, Abner’s Garden Center and Tazza di Caffè. Our Progressive Dinner Tour showcased seven local businesses, including Luke’s, A Steak Place, Swiss Flower and Gift Cottage, Little Brazil and Food for Thought.

*City Vision Topic 4: Wheat Ridge has a choice of economically viable commercial areas*  
*City Vision Topic 7: Wheat Ridge residents are proud of their hometown*

Personnel and Volunteer Management	10,000
Event Costs	4,000
Printed Materials	4,000
Refreshments, supplies, other costs	2,000
Overhead (46% in-kind)	2,500

**\$33,750 – TLC Wheat Ridge** – Localworks implements small grant programs for block improvements and clean-ups to targeted areas in continued partnership with the WRPD. In 2019, we’ve seen a substantial increase in the number of neighborhoods benefiting from our Dumpster Days and Block Party grants. We have awarded 17 Dumpster Days Grants and 12 Block Party Grants year-to-date. As for our city-wide Clean Up Days, last year, we hauled away 44 30-cubic-yard dumpsters, and this year, we have hauled away 34 30-cubic-yard dumpsters so far, and we have one more Clean Up Days left. Currently, we are working with the WRPD to examine new approaches to the four TLC community meetings.

*City Vision Topic 1; Goal 4: Expand proactive code enforcement*  
*City Vision Topic 2; Goal 3: Support residents in taking an active role in community policing*

City Vision Topic 3; Goal 2: *Facilitate neighbor-to-neighbor relations*

Personnel and Volunteer Management	10,000
Event & grant costs	20,750
Printed Materials, supplies, other costs	3,000
Overhead (100% in-kind)	0

**Strategic Plan Program Investments and City Priority Support – \$80,000**

**\$30,000 – HEAL and Active Living Coalition and Plan Support** – Localworks is in year three of an Active Living Neighborhood Grant from Kaiser Permanente. The grant focuses on improving infrastructure west of Kipling on 38<sup>th</sup> Avenue and extending back to the surrounding neighborhoods. The goal is to reduce barriers to walking, biking and wheelchair rolling as forms of commuting and transportation to nearby amenities such as schools, parks, bus stops, shopping areas and Wheat Ridge Recreation Center. Several local organizations, including the City of Wheat Ridge and the HEAL Committee, are working as partners to implement our Active Living Plan in 2019-2020. After the first full year of the grant, the core team of consultants and advisors made recommendations to the city based on resident feedback and data collection. The city has moved ahead with purchasing some of the equipment to be used along the corridor, including a permanent speed checker, increased lighting for safety, and improved wheelchair access to the bus stops between Parfet and Miller. Wheat Ridge Public Works will be installing these this year.

Localworks is also supporting the ongoing work of the Wheat Ridge HEAL (Healthy Eating, Active Living) Program. The purpose of HEALthy Wheat Ridge is to inform the community on matters pertaining to healthy eating and active living, and to promote or create healthy eating and active living opportunities. This year, the committee took an ambitious leap and has launched a four-quarter initiative focusing on the following priority areas: heart health, active living, healthy harvest and mental health. In 2020, Localworks would like to continue this important community health work.

*City Vision Topic 8: Wheat Ridge residents enjoy an active, healthy lifestyle*

*City Vision Topic 5: Wheat Ridge has diverse transportation*

Personnel and Volunteer Management	17,000
HEAL Program and Event Costs	10,000
Printed Materials, supplies, other costs	3,000
Overhead (100% in-kind)	0

**\$50,000 – Community Engagement and Communication** – We help position Wheat Ridge as a community of choice and provide support for City of Wheat Ridge priorities like facilitating neighbor-to-neighbor relations. Localworks will continue to place additional emphasis on engaging the community and communicating results. Our event postcards have been well-received in the community, and in spring 2019, we started providing a Spanish-language version of this postcard. We plan to continue this

method of promotion in 2020. In addition, our Community Engagement Committee is focused on outreach and relationship-building with residents, property owners, business owners, community organizations, business organizations and the surrounding communities. One way this committee accomplishes this goal is with Localworks Open Houses. These events provide a space for neighbors to get to know one another and engage with local businesses. Our 2018 Open House highlighted the businesses in the West 29<sup>th</sup> Marketplace and included the participation of four local businesses. In 2019, we focused on businesses on or around 44<sup>th</sup> Avenue and highlighted six local businesses. The goal is to collaborate with ambassadors of Localworks to engage and retain members, volunteers, sponsors and partnerships to advance our mission.

*City Vision Topic 1: Wheat Ridge is an attractive and inviting city*  
*City Vision Topic 3; Goal 2: Facilitate neighbor-to-neighbor relations*

Personnel and Volunteer Management	15,500
Printed Materials, design and mailing costs	25,000
Ads, refreshments, supplies, other costs	5,000
Overhead (57% in-kind)	4,500

### **Commercial Corridors – \$93,000**

Based on the findings of the NRS Reaffirmation and what we have heard from the business community, Localworks would like to broaden our focus to all Wheat Ridge commercial corridors. Localworks will partner with existing business leaders within each corridor and facilitate opportunities to increase leadership. We will also use our marketing tools to encourage patrons to choose businesses throughout Wheat Ridge when shopping and dining. Our work will continue to support the Ridge at 38, which has been covered in *The Denver Post*, *5280 Magazine*, *Westword*, *The Denver Business Journal*, radio and other local and online publications.

*City Vision Topic 4; Goal 2: Provide support to existing commercial areas*

Banners and Lights	25,000
Business outreach and Leadership Committee	15,000
Marketing materials and plan implementation	30,000
Website, app, social media, online ads	20,000
Overhead (84% in-kind)	3,000

**If all requests were fully funded, the total is \$550,750.**

Localworks has over 200 active volunteers and over 2,400 members. As of August 1, 2019, we have provided \$50,000 in Building Up Business Loans and have two additional requests waiting. We have provided a record number of Dumpster Days Grants and Block Party Grants. Our Live Local programs have seen an increase in attendance, thanks to a driven and dedicated group of volunteers. Our involvement with Sustainable Wheat Ridge will increase next year as we pursue collaborative grant opportunities and work to integrate programming. Trends across events include an increase in

attendance and an increase in collaboration with partner organizations including Lutheran Medical, Jefferson County Public Health, local schools and a growing number of businesses.

**In-kind support assumptions:**

- City staff time for assistance and coordination on media, RA38 events, economic development activities and community education. (as currently provided, as needed)
- City staff time to put up and take down banners along RA38 and banner arm repair in public works budget
- City staff time to assist with RA38 events (day of volunteers needed for set up and tear down, including trash and picnic tables, for Criterium and RidgeFest, Holiday Celebration is as budgeted by Parks and Rec already) police presence needed at Criterium, RidgeFest, Trunk or Treat and Holiday Celebration
- City staff time to assist with the creation of maps (GIS) as needed for programs
- RA38 banner fees waived
- Event permit fees waived
- Inclusion of Localworks information in City economic development advertising with the West Chamber (Best In Business, Wellness Living) and Applewood Business Association
- Inclusion in Channel 8 videography and programming
- Professional Services for signage guidelines for the RA38 District in community development budget

# Localworks Proposed Budget 2020



## 01-105 Economic Development Program Budget

Account	Detailed Explanation	2018 Adopted	2018 Actuals	2019 Adopted	2019 Estimated	2020 Proposed
<b>Wheat Ridge Special Events</b>						
710	Special Events	140,000	144,419	160,000	164,749	190,000
	<b>Subtotal</b>	<b>\$140,000</b>	<b>\$144,419</b>	<b>\$160,000</b>	<b>\$164,749</b>	<b>\$190,000</b>
<b>Core Localworks Programs</b>						
721	Business and Home Loans	50,000	29,432	53,000	53,005	50,000
721	Live Local	50,000	26,095	40,000	36,900	41,500
721	Communications, Education, Outreach	40,000	40,000	40,000	40,000	40,000
721	Marketing/Positioning Tours	20,000	10,524	22,500	24,500	22,500
721	Block Improvement Program - TLC WR	40,000	27,548	30,000	33,992	33,750
721	Rental City Facilities	4,000	4,000	5,000	4,700	
	<b>Subtotal</b>	<b>\$204,000</b>	<b>\$137,599</b>	<b>\$190,500</b>	<b>\$193,097</b>	<b>\$187,750</b>
<b>Strategic Plan Program Investments and City Priority Support</b>						
721	HEAL and Active Living Coalition and Plan Support	30,000	29,980	30,000	30,355	30,000
721	NRS Reaffirmation	0	0			
721	Community Engagment and Communications	57,500	61,790	27,000	27,000	50,000
721	Capacity Building and Accountability	3,500	0			
704	Planning for 2019 50th Anniversary events/Gala	10,000	4,522	10,000	4,812	
	<b>Subtotal</b>	<b>\$101,000</b>	<b>\$96,292</b>	<b>\$67,000</b>	<b>\$62,167</b>	<b>\$80,000</b>
<b>Ridge at 38-Business Improvement District</b>						
704	BID Project management	6,000	1,483			
	<b>Subtotal</b>	<b>\$6,000</b>	<b>\$1,483</b>			
<b>Commercial Corridors</b>						
721	Banners and Lights	25,000	1,181	25,000	21,250	25,000
721	Business Outreach and Leadership Committee	12,000	579	8,000	3,500	15,000
721	Marketing Materials	30,000	29,781	30,000	25,000	33,000
721	Digital Media Support	10,000	5,005	10,000	10,000	20,000
	<b>Subtotal</b>	<b>\$77,000</b>	<b>\$36,546</b>	<b>\$73,000</b>	<b>\$59,750</b>	<b>\$93,000</b>
	<b>OVERALL TOTALS:</b>	<b>\$528,000</b>	<b>\$416,339</b>	<b>\$490,500</b>	<b>\$479,763</b>	<b>\$550,750</b>
<b>Summary of funding from above:</b>						
704	Contractual Services	\$16,000	\$6,005	\$10,000	\$4,812	
710	Marketing and Sponsorships	\$140,000	\$144,419	\$160,000	\$164,749	\$190,000
721	Programmatic Implementation	\$372,000	\$265,915	\$320,500	\$310,202	\$360,750
	<b>Total</b>	<b>\$528,000</b>	<b>\$416,339</b>	<b>\$490,500</b>	<b>\$479,763</b>	<b>\$550,750</b>

Note: This is a summary of the City funding received by Localworks. For questions about Localworks programming, please contact Localworks at 720-259-1030. For questions regarding the City budget process, please contact Steve Art, Economic Development Manager at 303-235-2806.