

AGENDA

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

February 22, 2016
7:00 p.m.

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL OF MEMBERS

APPROVAL OF MEETING MINUTES January 25, 2016

PROCLAMATIONS AND CEREMONIES

STEAM presentation by Cultural Commission

CITIZENS' RIGHT TO SPEAK

- a. Citizens, who wish, may speak on any matter not on the Agenda for a maximum of 3 minutes and sign the Public Comment Roster.
- b. Citizens who wish to speak on Agenda Items, please sign the GENERAL AGENDA ROSTER or appropriate PUBLIC HEARING ROSTER before the item is called to be heard.

APPROVAL OF AGENDA

ORDINANCES ON FIRST READING

1. Council Bill 04-2016 – Vacating the western 19 Feet of Marshall Street, adjacent to 4901 Marshall Street within the City of Wheat Ridge, County of Jefferson, State of Colorado (Case No. WV-16-01/Marshall Street Vacation)

DECISIONS, RESOLUTIONS AND MOTIONS

2. Resolution No. 17-2016 – approving a Development Agreement for the Fruitdale School Property

DECISIONS, RESOLUTIONS AND MOTIONS con't

3. Motion to award the 2016 Crack Seal Project to Precise Striping, LLC, Frederick, Colorado, in the amount of \$116,400 with a contingency amount of \$5,820, and authorize the Director of Public Works to issue change orders up to a total contract and contingency amount of \$122,220
4. Motion to approve the Slurry Seal Project Contract Renewal with A-1 Chipseal Company, Denver, CO in the amount of \$114,865 and to approve a contingency amount of \$5,750 and that the Director of Public Works be authorized to issue change orders up to a total contract and contingency amount of \$120,615
5. Motion to approve appointments to Boards and Commissions
6. Motion to direct the City Attorney to defend Count 2, the Constitutional Claim, in the Quadrant Litigation

DISCUSSION ITEMS

1. Self-Storage Developments
2. Snow Removal Policy
3. Kipling Village Proposed Streetscape Improvements

CITY MANAGER'S MATTERS

CITY ATTORNEY'S MATTERS

ELECTED OFFICIALS' MATTERS

ADJOURNMENT

CITY COUNCIL MINUTES

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

January 25, 2016

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

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

ROLL CALL OF MEMBEACVRS

Monica Duran	Zachary Urban	Kristi Davis	Janeece Hoppe
Tim Fitzgerald	George Pond	Genevieve Wooden	Larry Mathews

Also present: City Clerk, Janelle Shaver; City Attorney, Gerald Dahl; City Manager, Patrick Goff; Acting Police Chief, Jim Lorentz; Public Works Director, Scott Brink; Administrative Services Director, Heather Geyer; other staff, guests and interested citizens.

APPROVAL OF MINUTES OF January 11, 2016 and Study Notes of January 4, 2016

There being no objection, the Minutes for January 11, 2016 and Study Notes of January 4, 2016 were approved as published.

PROCLAMATIONS AND CEREMONIES

Rotary Contribution Presentation

Marty Yulberg, president of the Wheat Ridge Rotary, presented the Mayor with a check for \$3,000 – the fifth and final installment of their commitment to the City for public art. She recited a long list of community efforts for which the Rotary raises money.

CITIZENS' RIGHT TO SPEAK

Mariann Stork (WR) noted Walmart will be closing 154 neighborhood grocers nationwide – two in Colorado. 95% of those slated for closure are within 10 miles of another Walmart. She cited dwindling clientele at the 64th & Indiana Walmart. Will it be the next to close? These grocers are typically placed in less affluent neighborhoods. She gave examples of how our demographics support businesses that locate in affluent areas. Sprouts and Natural Grocers are doing well; specialty grocery is growing. She asked that Council offer Quadrant the opportunity to drop its law suit and back out, so they don't build something here that will close in a few years. If they don't drop out, Council should follow the directive of their constituents and defend the initiative passed in November.

Tina Dobrinsky (WR) is concerned about the lawsuit. She pled with Council to support what the voters wanted and fight the lawsuit. News stories about Walmart grocers

closing is a valid concern. We'd hate to see that corner finally redeveloped and then go belly up.

Diane Robb (WR), chair of the WR Cultural Commission, announced there are three open positions on the Commission – two in District 3 and one in District 4. Anyone interested in public art and cultural activities is encouraged to call her or their councilperson about serving. She reviewed a list of programs/events the Cultural Commission arranges throughout the year. They have \$90,000 built up for public art.

Michael Illo (WR) alleged the attack on the City by Quadrant is a frivolous lawsuit containing false allegations from a non-credible source who has acted not in good faith, but unethically and unprofessionally. They claim the retroactive language of Question 300 is unconstitutional. He outlined arguments against their allegation they were caught off guard, including their knowledge of the retroactive language. They had ample, verifiable, notification that TIF reform was underway and had time to tweak their project. He's trusting Council; he believes it's their civic responsibility to put their personal opinions on this matter aside and have our City defended by the City Attorney.

APPROVAL OF AGENDA

1. CONSENT AGENDA

- a) Resolution No. 04-2016 – designating the City Hall Lobby as the Official Public Notice Posting location and the Wheat Ridge Transcript as the Official Newspaper of General Circulation for the City Publications in 2016
- b) Resolution No. 05-2016 – amending the Fiscal Year 2016 General Fund Budget to reflect the approval of a Supplemental Budget Appropriation in the amount of \$5,000 for the purpose of donating to the Curtis J. Gilmore Lifelong Learning Scholarship Fund *[see January 11, 2016 minutes for details]*
- c) Resolution No. 06-2016 – amending the Fiscal Year 2016 General Fund Budget to reflect the approval of a Supplemental Budget Appropriation for the acceptance of the 2016 Peace Officer Standards and Training Grant in the amount of \$7,500 *[Specifically earmarked for in-service training; not include in the 2016 Budget]*
- d) Resolution No. 07-2016 – approving an Agreement between the City of Lakewood and the City of Wheat Ridge for Forensic Crime Lab/Crime Scene Services and authorizing payment of \$69,600 *[Made in four quarterly payments]*
- e) Resolution No. 10-2016 – amending the Fiscal Year 2016 General Fund Budget to reflect the approval of a Supplemental Budget Appropriation for the

purpose of accepting the 2015 Edward Byrne Justice Assistance Grant in the amount of \$11,454 *[For recording and media storage equipment for a new recording system for interviewing suspects, witnesses and victims]*

- f) Motion to approve the purchase of six 2016 vehicle replacements and the purchase and installation of lighting, auxiliary and communications equipment in a total amount not to exceed \$224,199 *[Three - PD; three - Parks/Rec]*
- g) Motion to approve \$43,477 payment to Foothills Animal Shelter for a special assessment to support shelter operations *[City share per IGA dog population formula]*
- h) Motion to accept Construction Easements from adjacent property owners for the 2015 Miscellaneous Drainage Project *[46th and Balsam project]*

Councilmember Pond introduced the Consent Agenda

Motion by Councilmember Pond to approve the Consent Agenda; seconded by Councilmember Wooden.

Councilmember Fitzgerald had a question about the Forensics Crime Lab (Item d).

Councilmember Urban had a question about Foothills Animal Shelter (Item g).

Motion carried 8-0.

PUBLIC HEARINGS AND ORDINANCES ON SECOND READING

2. Council Bill 01-2016 – An Ordinance Amending Sections 16-113 and 16-114 of the Wheat Ridge Code of Laws concerning Solicitation

A federal District Court recently struck down several provisions in the City of Grand Junction's panhandling ordinance that prohibit panhandling based solely on time, location or frequency when there was no demonstrated safety risk. This ordinance amends the Wheat Ridge Code to eliminate similar local regulations that are likely now unconstitutional.

Councilmember Davis introduced Council Bill 01-2016.

Clerk Shaver assigned Ordinance 1591.

Mayor Jay opened the Public Hearing.

Staff report

City Attorney Dahl had some remarks about the US Supreme Court ruling on free speech that has applied to soliciting. Absent other aggressive/threatening behavior, begging is a form of free speech. Repeated asking and following can be considered stalking or harassment, but merely asking a second time is not considered harassment. The

proposed motion also removes from our Code Section 17-31 which prohibits solicitation in parks.

Discussion

Councilmember Wooden explained why she would not be supporting this. She appreciates free speech, but feels removing language that prohibits repeated solicitation and following, especially at night, will leave people feeling unsafe in certain situations.

Councilmember Urban asked about solicitation based on false information and case volume.

- Mr. Dahl explained that lying is still speech and likely doesn't become fraud until someone enters into a contract. He suspects the police will shift from the status crime to focusing on the actual elements of harassment and stalking.
- Commander Lorentz noted that as of last September our police suspended enforcement of solicitation in traffic – except in aggressive situations. He doesn't believe there have been any incidents of that and tickets for solicitation are pretty rare. Mr. Urban noted that our police try to provide homeless with resources. Commander Lorentz agreed, but also noted that most solicitation is not done by homeless people. The majority of homeless you don't see.
- Mr. Goff added that advocacy groups and others watch us closely concerning different groups they term homeless - filing many public information requests for types of tickets our police write. Additionally, the ACLU has filed several lawsuits against Wheat Ridge and other cities for what they term restrictive laws. If we don't follow court precedence this will continue.

There was no public comment.

Mayor Jay closed the Public Hearing

Motion by Councilmember Davis to approve Council Bill 01-2016, an ordinance amending Sections 16-113 and 16-114 of the Wheat Ridge Code of Laws concerning Solicitation on second reading, with the following amendments:

1. Amend the title of the ordinance to include the repeal of Code Section 17-31; and
2. Amend the ordinance by adding a new section that repeals Code Section 17-31;

and that it take effect fifteen (15) days after final publication; seconded by Councilmember Fitzgerald; carried 7-1, with Councilmember Wooden voting no.

3. Council Bill 02-2016 – Repealing and Reenacting Section 16-106 of the Wheat Ridge Code of Laws concerning Loitering

This ordinance amends the language in Code Section 16-106 to mirror current state law regarding loitering.

Councilmember Fitzgerald introduced Council Bill 02-2016.

Clerk Shaver assigned Ordinance 1592.

Mayor Jay opened the Public Hearing.

Staff report

Mr. Dahl explained this Council Bill amounts to a tune-up – not a retreat or addition of major new regulations. Loitering around schools is the focus.

There was no public comment.

Mayor Jay closed the Public Hearing

Motion by Councilmember Fitzgerald to approve Council Bill 02-2016 — an ordinance repealing and reenacting Section 16-106 of the Wheat Ridge Code of Laws concerning loitering on second reading, and that it take effect 15 days after final publication; seconded by Councilmember Mathews; carried 8-0.

DECISIONS, RESOLUTIONS AND MOTIONS

4. Resolution No. 03-2016 – terminating the 1995 Development Agreement, as amended, between the City of Wheat Ridge and the 38th and Sheridan, LTD. Partnership and Dillon Companies, Inc.

This development agreement involving the northwest corner of 38th & Sheridan Blvd has been fully performed.

Councilmember Urban introduced Resolution No. 03-2016

There was no public comment or questions from Council.

Motion by Councilmember Urban to approve Resolution No. 03-2016 a resolution terminating the 1995 Development Agreement, as amended, between the City of Wheat Ridge and the 38th and Sheridan, LTD. Partnership and Dillon Companies, Inc.; seconded by Councilmember Duran; carried 8-0.

5. Resolution No. 08-2016 – amending the Fiscal Year 2016 Capital Investment Program Budget to reflect the approval of a Supplemental Budget Appropriation in the amount of \$165,785 for the purpose of providing additional funding for the Tabor Street Reconstruction Project and awarding the Contract to Duran Excavating, Inc. Greeley, CO, in the amount of \$872,202.

Councilmember Wooden introduced Resolution No. 08-2016

Staff presentation

Scott Brink gave a short presentation. The reconstruction of Tabor Street from the I-70 Frontage Road to Ridge Road will be funded with federal money received through RTD for improvements near light rail stations. Only three bids were received -- all much higher than expected. Two bids also had improper or missing information. The bid package was adjusted to make lighting optional and re-bid. Council has two options: Award the contract with lighting (\$872,202) - probably cheaper now than later, or just lay conduit and do the lighting later (\$751,813). Staff recommends including the lighting now.

Discussion followed.

- It's a desolate area. If we want people to walk and ride bikes there it would be better to add the lighting now.
- Prior budget numbers for the project were discussed. The grant is for \$740,00; the City is required to fund the remainder of the project (reconstruction of the street north of 49th). An additional \$300,000 was budgeted in 2015 to cover the City's share. Total estimated project cost is \$1,040,228. The need for the \$165,000 is due to rising costs since the project was originally estimated.
- It's possible the 10% contingency fund of \$87,220 might not be used.
- Councilmember Duran noted she has no relation to this company.

Motion by Councilmember Wooden to approve Resolution No. 08-2016, a resolution amending the fiscal year 2016 Capital Investment Program Budget to reflect the approval of a supplemental budget appropriation for the purpose of providing \$165,785 as additional funding for the Tabor Street Reconstruction and awarding the contract to Duran Excavating, Inc. Greeley, CO, in the amount of \$872,202;

and further that a contingency amount of \$87,220 be established and the Director of public Works be authorized to issue change orders up to a total contract and contingency amount of \$959,422;

and further to transfer \$8,722 from the Capital Investment Fund to the Public /Art Fund; seconded by Councilmember Davis; carried 8-0

6. Resolution No. 09-2016 – approving an Agreement with the Urban Drainage Flood Control District regarding funding of major drainageway planning and flood hazard area delineation for Sloan's Lake Drainageway and Tributaries

Urban Drainage would like to update the masterplan and flood area hazard delineation report for this area.

- Our partners in the Sloan's Lake Drainageway include Lakewood, Edgewater, and Denver.
- The Intergovernmental Agreement was created in 1977. There have been many

changes since then and most of the proposed infrastructure has been completed. The existing plan is obsolete.

- The cost of the study is not to exceed \$250,000. The Wheat Ridge share is 8.5% (\$17,000) and was approved in the 2016 Budget.

Councilmember Mathews introduced Resolution No. 09-2016.

There was no staff presentation. Council had no questions.

Motion by Councilmember Mathews to approve Resolution No. 09-2016, a resolution approving an agreement with the Urban Drainage Flood Control District for the Major Drainageway Planning and Flood Hazard Delineation for Sloan's Lake drainageway and tributaries; seconded by Councilmember Wooden; carried 8-0.

7. Resolution No. 11-2016 – approving an Intergovernmental Agreement establishing a combined Auto Theft Prevention Task Force named the Colorado Auto Theft Prevention Authority-Metropolitan Auto Theft Task Force (CMATT)

This IGA will facilitate the merge of the Metropolitan Auto Theft Team (MATT), in which Wheat Ridge currently participates, and the Eastern Metropolitan Auto Theft Team (EMATT), which includes Aurora and Adams and Arapahoe Counties. The CO Auto Theft Prevention Authority, funded by a fee on auto insurance premiums, has determined this is the best use of resources.

Councilmember Hoppe introduced Resolution No. 11-2016.

There was no discussion or questions.

Motion by Councilmember Hoppe to approve Resolution No. 11-2016, a resolution approving an Intergovernmental Agreement establishing a combined auto theft prevention task force named the Colorado Auto Theft Prevention Authority-Metropolitan Auto Theft Task Force (CMATT); seconded by Councilmember Duran; carried 8-0.

8. Resolution No. 12-2016 – expressing support for consolidation of the Wheat Ridge Fire Protection District with the West Metro Fire Protection District and the use of the consolidated district for fire-based Emergency Medical Services

Councilmember Duran introduced Resolution No. 12-2016.

This consolidation had been discussed thoroughly at the study session of January 19, 2016. The consolidation will have no impact on the budget of the City of Wheat Ridge.

It was noted that the mill levy for Wheat Ridge property owners would go down from 12.5 mills to 12.38 mills.

Motion by Councilmember Duran to approve Resolution No. 12-2016, a resolution expressing support for the consolidation of the Wheat Ridge Fire Protection District with the West Metro Fire Protection District and the use of the consolidated District for Fire-Based Emergency Medical Services; seconded by Councilmember Hoppe;

In response to a question from Councilmember Wooden, Councilmember Duran verified that the City Attorney and the attorney for the Fire Board have both assured her there is no conflict of interest with her City Council position and her membership on the Wheat Ridge Fire Board, as they are two separate entities.

The motion carried 8-0.

DISCUSSION ITEMS

1. Community Exchange Presentation

Kathy Novak, hired to facilitate the Mayor's Community Exchange process, presented the results of the two meetings with a citizen group.

- Discussion took place during a contentious election season, but the individuals did a good job limiting the discussion to the general topic of communication.
- Objective #1: Identify ways to enhance communication between the City and the residents around big issues and projects.
- Objective #2: Develop recommendations on processes through which the City can engage its residents in civil, meaningful, productive and inclusive community dialog and engagement.
- It was a self-selected group (volunteers) who spoke for themselves, not the community.
- They began to understand how complicated it is to communicate with residents. A variety of tools, methods and options are necessary.
- They identified 19 different recommendations (in the packet). The top five were:
 - 1) More district meetings and informal/small group meetings with Mayor/Council.
 - 2) Desire to get to know the councilmembers better, understand your perspectives and be able to communicate with you directly.
 - 3) Get information out with a variety of different methods, including robo-calls, postcards, website, email, and apps for a variety of things.
 - 4) Desire for tutorials on the website to teach citizens how certain things work.
 - 5) Need more information on how Council reaches its decisions. (They were surprised at what has to be considered in making decisions.)

Discussion followed.

- Heather Geyer reported the City's new website will be launched on February 8. An app format will be included.

- There weren't as many "new faces" in the group as the Mayor would have liked.
- They realized the demographics of the group wasn't reflective of the entire community (e.g. all homeowners, no renters)
- One challenge identified was information overload. Ms. Novak noted the recommendations include a balance of push and pull ideas, i.e. giving information out and getting feedback/input back from citizens.
- Engaging the actual renters may be better than trying to communicate through owners or property managers.
- There was interest in finding ways to actively listen to citizens.
- Residents are encouraged to call (councilmembers, the City or 911, depending on the seriousness) when they see something isn't right. Staff doesn't monitor social media constantly.
- Maurine Harper explained Fact Checker, a new feature on the City website. It's to provide correct facts and information on issues people are talking about.
- Three citizens who participated in the group offered personal comments.

CITY MANAGER'S MATTERS

CITY ATTORNEY'S MATTERS

ELECTED OFFICIALS' MATTERS

Monica Duran reminded District 1 residents of the Meet Your Councilor meeting she and Janeece Hoppe are having this Wednesday, January 27 from 6:00-8:30pm at Clancy's.

Tim Fitzgerald announced he and George Pond would be having their listening meeting for District 3 residents on Saturday, February 6 from 9:30-11:00am at the Rec Center.

Mayor Jay thanked one of the Councilors for making a postcard about the Cre8 Your 38 online survey that was distributed last weekend in all districts. Discussion followed.

Motion by Councilmember Pond to go into executive session for a conference with the City Attorney, City Manager, and appropriate staff under Charter Section 5.7(b)(1) and CRS 24-6-402(4)(b), specifically for legal advice from the City Attorney concerning the complaint for Declaratory Judgement and Permanent Injunction from Quadrant Wheat Ridge Corners, Inc.; and further to adjourn the Council meeting at the conclusion of the executive session; seconded by Councilmember Duran; carried 8-0.

ADJOURNMENT

The Regular City Council Meeting was adjourned at 9:03 pm.

EXECUTIVE SESSION

The City Council convened in executive session in the second floor conference room at 9:11 pm. The executive session adjourned at 10:39 pm.



Janelle Shaver, City Clerk

APPROVED BY CITY COUNCIL ON February 22, 2016

George Pond, Mayor pro tem

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

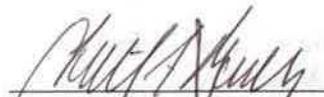
REQUEST FOR CITY COUNCIL ACTION

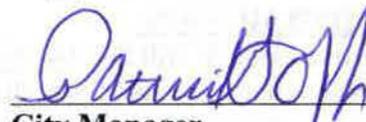
TITLE: COUNCIL BILL NO. 04-2016 – AN ORDINANCE VACATING THE WESTERN 19 FEET OF MARSHALL STREET, ADJACENT TO 4901 MARSHALL STREET WITHIN THE CITY OF WHEAT RIDGE, COUNTY OF JEFFERSON, STATE OF COLORADO (CASE NO. WV-16-01/MARSHALL STREET VACATION)

- PUBLIC HEARING
 BIDS/MOTIONS
 RESOLUTIONS

- ORDINANCES FOR 1ST READING (02/22/16)
 ORDINANCES FOR 2ND READING (03/28/16)

QUASI-JUDICIAL:

 YES NO

Public Works Director

City Manager**ISSUE:**

The request is for approval of a right-of-way vacation of the western 19 feet of Marshall Street. This portion of Marshall Street is undeveloped and is not necessary to retain for any future public use.

PRIOR ACTION:

The Planning Commission will be reviewing this request at a public hearing scheduled for February 18, 2016. The staff report and minutes of the meeting will be included with the ordinance for second reading

FINANCIAL IMPACT:

The vacation will have no financial impact on the City, however the City will receive property tax revenues generated by the improvements on the adjacent property when it develops.

BACKGROUND:

The request for a vacation of ROW by the City's Public Works Department is due to the timing of the proposed redevelopment of the adjacent property at 4901 Marshall Street by the property owner. Staff is currently reviewing a Planned Building Group application to be considered by Planning Commission at a future public hearing. As part of the review process, Public Works evaluated the street configuration and has determined that the western 19 feet is not necessary to retain now, nor should it be in the future. The existing ROW width in this location is 110 feet. Should the vacation be approved, the resulting ROW width will be adequate to provide for the street width and accompanying amenities that are described in the City's Bicycle and Pedestrian Master Plan.

The ROW was obtained by the City by operation of law from Jefferson County when the City was incorporated. Prior to Jefferson County's possession, it is understood that it was a State of Colorado ROW for a now abandoned state highway, which explains the excessive width. When I-70 and I-76 were built, it rendered any future regional expansion of Marshall Street highly unlikely. Staff was unable to locate the dedication documents transferring the ROW to the State of Colorado originally, and transferring it again to Jefferson County.

A ROW vacation can be initiated by the City of Wheat Ridge or a private party and approved as part of a final plat or by ordinance. This request is being initiated by the City and is proposed to be approved by ordinance following public hearings before the Planning Commission and the City Council. If the ROW is vacated, it will vest with the ownership of 4901 Marshall Street.

RECOMMENDED MOTION:

"I move to approve Council Bill No. 04-2016, an ordinance vacating the western 19 feet of Marshall Street, adjacent to 4901 Marshall Street within the City of Wheat Ridge, County of Jefferson, State of Colorado on first reading, order it published, public hearing set for Monday, March 28, 2016 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 Council Bill No. 04-2016, an ordinance vacating the western 19 feet of Marshall Street, adjacent to 4901 Marshall Street for the following reason(s) _____."

REPORT PREPARED BY:

Lisa Ritchie, Planner II
Scott Brink, Public Works Director
Kenneth Johnstone, Community Development Director
Patrick Goff, City Manager

ATTACHMENTS:

1. Council Bill No. 04-2016

CITY OF WHEAT RIDGE
INTRODUCED BY COUNCIL MEMBER _____
COUNCIL BILL NO. 04
ORDINANCE NO. _____
Series of 2016

TITLE: AN ORDINANCE VACATING THE WESTERN 19 FEET OF MARSHALL STREET, ADJACENT TO 4901 MARSHALL STREET WITHIN THE CITY OF WHEAT RIDGE, COUNTY OF JEFFERSON , STATE OF COLORADO (CASE NO. WV-16-01 / MARSHALL STREET VACATION)

WHEREAS, Chapter 26 of the Wheat Ridge Code of Laws establishes procedures for the City's review and approval of requests for right-of-way vacation; and,

WHEREAS, the subject right-of-way lies within the City of Wheat Ridge, County of Jefferson, State of Colorado,

WHEREAS, the subject right-of-way is not needed for any public purpose; and,

WHEREAS, no land adjoining the subject right-of-way will be left without access to the public street system as a consequence of its vacation.

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

Section 1. The following portion of Marshall Street, a dedicated street within the City of Wheat Ridge, County of Jefferson, State of Colorado, is hereby vacated:

A portion of the Southwest One-Quarter of Section 13, 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 Southwest Corner of said Section 13, and considering the South Line of said Southwest Quarter to bear N89°59'56"E, with all bearings herein relative thereto;

Thence N69°23'42"E, a distance of 1080.86 feet to a point of curvature, the East Line of Lands described at Reception No. 452756 and the West Right-of-Way Line of Marshall Street; said point also being the Point of Beginning;

Thence along said East Line and West Right-of-Way Line of Marshall Street along the arc of said curve to the right, 478.51 feet, having a radius of 919.44 feet, through a central angle of 29°49'08" and which chord bears N17°20'36"W, a distance of 473.13 feet to the Northeast Corner of said Lands described at Reception No. 452756,

Thence N87°33'58"E, a distance of 19.00 feet;

Thence along the arc of a non-tangent curve to the left, 478.51 feet, having a radius of 900.44 feet, through a central angle of 29°49'08" and which chord bears S17°20'36"E, a distance of 463.35 feet;

ATTACHMENT 1

Thence S57°44'50"W, a distance of 19.00 feet to the Point of Beginning whence the South Quarter of said Section 13 bears S76°54'30"E, a distance of 1679.09 feet.

Containing 8998 square feet or 0.207 acres, more or less.

Section 2. Conditions. A utility easement shall be reserved over the property hereby vacated.

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 objective sought to be attained.

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

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

INTRODUCED, READ, AND ADOPTED on first reading by a vote of ___ to ___ on this 22nd day of February, 2016, ordered it published with Public Hearing and consideration on final passage set for **Monday, March 28, 2016 at 7:00 o'clock p.m.**, in the Council Chambers, 7500 West 29th Avenue, Wheat Ridge, Colorado, and that it takes effect 15 days after final publication.

READ, ADOPTED AND ORDERED PUBLISHED on second and final reading by a vote of _____ to _____, this _____ day of _____, 2016.

SIGNED by the Mayor on this _____ day of _____, 2016.

Joyce Jay, Mayor

ATTEST:

Janelle Shaver, City Clerk

Approved as to Form:

Gerald Dahl, City Attorney

1st publication:
2nd publication:
Wheat Ridge Transcript:
Effective Date:

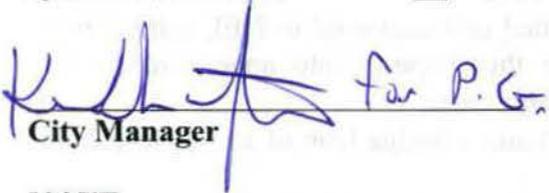
REQUEST FOR CITY COUNCIL ACTION

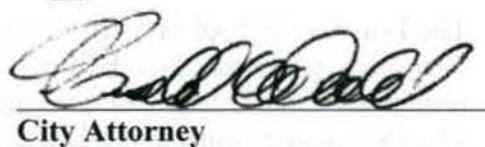


TITLE: RESOLUTION NO. 17-2016 – A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT FOR THE FRUITDALE SCHOOL PROPERTY

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

QUASI-JUDICIAL: YES NO


City Manager


City Attorney

ISSUE:

The Wheat Ridge Housing Authority (WRHA) has owned the historic Fruitdale School since April 2011. The Authority gave thorough consideration of various options to redevelop or reuse the property on their own, in their capacity as a housing authority. Ultimately, they determined no option would be financially feasible or prudent. Since early 2014, the Authority has been actively seeking a private developer partner.

In February 2015, the Authority entered an exclusive negotiation period with Hartman Ely Investments, an established local development firm with extensive experience in redeveloping and repurposing historic properties. Over the course of the past year, various redevelopment scenarios have been considered along with associated financial pro formas. It has long been understood that this project would require creative financing strategies and likely a public-private partnership.

A Development Agreement has been drafted to include the details of a proposed public-private finance plan. The attached Resolution approves that Agreement, and would commit City funds to the project in the form of a grant in the amount of \$470,000 and a short term loan in the amount of \$1.9 million.

PRIOR ACTION:

At its regular meeting on February 8, the Council reviewed the term sheet which staff and the developer, HEI had developed. The Council approved a resolution of support for the project, as described in the term sheet. The next step in this process is the drafting and approval of a Development Agreement that incorporates the term sheet points of agreement into a binding agreement. This has been done, and the resulting “Development Agreement for the Fruitdale School Property” is now before the Council for action.

FINANCIAL IMPACT:

As noted above, the City would be committing \$1.9M in a short-term loan and \$470,000 in a grant that would not be repaid. It is important to note that the project pro forma also includes significant funds from the WRHA, Jefferson County (HUD HOME funding) and various other sources. The City’s contribution would be funded from the City’s unrestricted and restricted reserves.

The Development Agreement being considered by Council includes the following major points which have been negotiated with HEI:

- The Fruitdale School property would be replatted and conveyed to HEI, subject to a restrictive covenant, and HEI will redevelop the property into approximately 16 residential units, five of which would be affordable units.
- The City would contribute a grant of \$470,000 and a bridge loan of \$1.9M to enable HEI to redevelop the project.
- WRHA would also contribute a grant of \$170,000 and a loan of \$400,000.
- Interest will be paid on the City’s bridge loan of \$1.9M at the rate of 1.5% commensurate with current interest rates on City investments.
- The City’s loan would be evidenced by a Promissory Note and Deed of Trust from the developer entity.
- Developer’s cash on cash return has been capped at 22%, with any amounts exceeding that rate being returned to the WRHA/City to repay outstanding loan balances.
- In the event of a future property sale or refinance of the property, the WRHA, the City and the Developer would share proceeds from that sale through a waterfall structure, in the following order:
 1. WRHA would be due any outstanding balance on its initial \$400,000 loan.
 2. The City would receive any unpaid amounts on its loan (however it is anticipated that the City Loan would have long since been repaid from the receipt of tax credits and HOME funds in the first few years of the project development).
 3. Developer would be allotted up to \$200,000 toward physical improvement to the property that may be needed at that time
 4. Developer would be due \$200,000 in a deferred development fee which is being excluded from the initial project costs

5. WRHA would be paid 5% annual simple interest as a return on its patient capital investment
6. Any remaining net proceeds would be split equally between the Developer and WRHA, with WRHA receiving amounts to repay their initial \$170,000 grant to the project and any other costs the WRHA has incurred on this project, currently estimated at approximately \$300,000

BACKGROUND:

The January 11 study session memo is provided for additional background information on the pro forma, project history, etc.

HEI remains very committed to the project and staff has negotiated what we believe is the best possible deal in terms of minimization of risk, timing of repayments, payment of interest and lastly, an additional public financial upside in the event the project is more successful than projected in current estimates.

RECOMMENDATION:

As articulated in HEI's Fruitdale Lofts Redevelopment Summary and staff's previous memos, staff believes there is broad and diverse public benefits to be gained by entering into this public-private redevelopment partnership. However, we acknowledge that doing so requires significant public participation in the form of grants and loans and some degree of risk that said loans will not be repaid. Staff has negotiated what it believes is the best protection for the City while still making the project viable. Staff recommends approval of the Resolution, and accordingly, the Development Agreement.

RECOMMENDED MOTION:

"I move to approve Resolution No. 17-2016, a resolution approving a Development Agreement for the Fruitdale School Property."

Or,

"I move to table indefinitely Resolution No. 17-2016, a resolution approving a Development Agreement for the Fruitdale School Property."

REPORT PREPARED/REVIEWED BY:

Kenneth Johnstone, AICP, Community Development Director
Patrick Goff, City Manager
Gerald Dahl, City Attorney

ATTACHMENTS:

1. Resolution No. 17-2016
Exhibit A – Development Agreement
2. January 6, 2016 memo (for January 11 study session)

CITY OF WHEAT RIDGE, COLORADO
RESOLUTION NO. 17
Series of 2016

**TITLE: A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT
FOR THE FRUITDALE SCHOOL PROPERTY**

WHEREAS, the City of Wheat Ridge is a home rule municipality operating under a charter approved by the electorate under Article XX of the Colorado Constitution; and

WHEREAS, the City has facilitated the creation of the Wheat Ridge Housing Authority, a public housing authority organized and operating under CRS 29-4-201 et seq; and

WHEREAS, the Housing Authority has acquired title to certain real property and associated buildings known as the Fruitdale School; and

WHEREAS, the Fruitdale School was constructed in 1920 and is one of the last remaining school buildings designed by noted Colorado architect Temple Buell; and

WHEREAS, the Housing Authority has entered into a Purchase and Sale Agreement with Hartman Ely Investments ("HEI") whereby HEI would acquire the Fruitdale School property and redevelop the same for five affordable and eleven market rate rental apartment units (the "Project"); and

WHEREAS, HEI has committed substantial funds in developing initial plans for the Project; and

WHEREAS, in order to finance the redevelopment costs for the Project as contemplated by HEI, public funds in the form of grants and loans will be required; and

WHEREAS, the City Council has previously adopted a Resolution expressing its support for the Project and has directed City staff to negotiate a Development Agreement memorializing the terms and conditions under which the City would participate in the Project; and

WHEREAS, the City Council has reviewed the "Development Agreement for the Fruitdale School Property," attached hereto as Exhibit A,

WHEREAS, the City Council finds that redevelopment of the Fruitdale School property as described in the Development Agreement would be in the best interest of the City.

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

Section 1. The City Council hereby approves the attached "Development Agreement for the Fruitdale School Property."

Section 3. This Resolution shall take effect upon adoption by the Council and signature by the Mayor.

DONE AND RESOLVED this 22nd day of February 2016.

Joyce Jay, Mayor

ATTEST:

Janelle Shaver, City Clerk

EXHIBIT A

**Development Agreement for the Fruitdale School Property
[attached]**

DEVELOPMENT AGREEMENT FOR THE FRUITDALE SCHOOL PROPERTY

This Development Agreement for the Fruitdale School Property (this "Agreement") is made and entered into as of the ____ day of February, 2016 by and among the City of Wheat Ridge, a Colorado home rule municipal corporation whose address is 7500 West 29th Avenue, Wheat Ridge, CO 80233 ("City"), the Wheat Ridge Housing Authority ("WHRA"), and Fruitdale School Partners, LLC., a Colorado Limited Liability Company ("Developer"), together referred to herein as the "Parties" or individually as a "Party."

WITNESSETH:

WHEREAS, the City is a home rule municipality operating under a charter approved by its electorate pursuant to Article XX of the Colorado Constitution; and

WHEREAS, WHRA is a public housing authority organized and operating under CRS 29-4-201, et seq; and

WHEREAS, WHRA has acquired title to certain real property and associated buildings located at 10803 West 44th Avenue and consisting of approximately 1.5 acres, known as the Fruitdale School Building. WHRA is also presently negotiating with the Jefferson County School District to exchange portions of that property in return for adjacent property of the School District, the net result of which will be the ownership by WHRA of the real property which is the subject of this Agreement (the "Property"). The draft legal description of the Property is attached hereto as **Exhibit A** and fully incorporated herein by this reference and the general layout of the exchanged parcels to create the Property is shown by the Site Plan in **Exhibit C**; and

WHEREAS, WRHA and the Developer have entered into a Purchase and Sale Agreement (the "PSA") dated as of November 2, 2015, as amended, a copy of which is attached hereto as **Exhibit B** and fully incorporated herein by this reference, whereby the Developer would acquire the Property and redevelop the same for five affordable and eleven market rate rental apartment units and associated walkways, parking areas, landscaping and pedestrian amenities (the "Project"); and

WHEREAS, the Purchase and Sale Agreement was filed for record with the Jefferson County Clerk and Recorder on November 6, 2015 at Reception No. 2015119084; and

WHEREAS, in order to finance the redevelopment of the Property and facilitate the successful completion of the Project, the Developer has requested public financial support for the same; and

WHEREAS, WHRA and the City wish to provide such financial support, under the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein the sufficiency of which is acknowledged and confessed, the Parties agree as follows:

ARTICLE I: THE PROJECT

Section 1.01: Site and Improvements

The site at 10803 West 44th Avenue, Wheat Ridge, Colorado 80033 (the "Project") consists of approximately 1.5 acres, as depicted on the Site Plan attached hereto as **Exhibit C** and fully incorporated herein by this reference. The Project includes the historic Fruitdale School, which is to be renovated into approximately sixteen (16) residential rental units, five (5) of which shall be restricted as affordable units ("Affordable Units"), along with and associated walkways, parking areas, landscaping and pedestrian amenities.

Section 1.02: Development Program

The program for development of the Project will include the following key components:

1. **Residential Units**: Of the total residential units to be constructed, five (5) will be restricted as affordable units, contingent upon an anticipated approximate \$640,000 in HOME Investment Partnerships Program ("HOME") funds subsidy. The currently committed amount is \$419,570 and the potential additional commitment amount is approximately \$220,000, all at the rate of \$128,000 per unit. These funds would be received by the Developer from the Jefferson County Community Development agency ("Jeffco") in 2016 and 2017, as shown by the pending agreement for the Affordable Units between Developer and Jeffco (the "HOME Agreement") and by the Project pro forma, attached hereto as **Exhibit D** and fully incorporated herein by this reference. Rents for Affordable Units will not exceed the rents required by Jeffco as part of the HOME program, as adjusted annually by HUD for the Denver MSA.
2. **Site work**: Parking, landscaping, hardscape and solar panels will be provided, generally as shown by the Site Plan.
3. **Fruit orchard and edible landscaping**: The Developer will, as a part of the Project, install and maintain a fruit orchard and edible landscaping on the Property, as shown on the Site Plan.

Section 1.03: Project Benefits

The Developer shall provide and maintain the Project using commercially reasonable efforts to facilitate the following public benefits as an integral part of the Project:

1. Renovate an important National Register historic landmark within the City, to place the Property in service again.
2. Set the potential for catalytic spin-off development in this part of the City, as the first loft-style residential development in Wheat Ridge. This may include a local foods business at the north side of the Property, as part of a future phase development.
3. Increase the supply of affordable housing in the community.
4. Provide space for exterior public events within the Project, as noted in Section 5.04.3, d. Periodic public access to the Project's interior areas will also be provided, as a community education benefit.

5. Implement a mutually beneficial redevelopment partnership with Jefferson County, through the property exchange agreement ("Exchange Agreement") described in Section 2.02.
6. Provide shared parking facilities for the adjacent Norma Anderson Preschool, as required by the Exchange Agreement.
7. Provide additional future site improvements to benefit the Preschool (shared access drive, fire hydrant, and fence), as shown on the Site Plan: **Exhibit C**, and as required by the Exchange Agreement.
8. Provide mutually-agreeable community education regarding sustainable development practices, including existing building re-use, solar power, energy efficiency, edible landscaping and other appropriate development strategies.
9. Providing mutually agreeable produce, at no cost to the City, from the Project's fruit orchard and edible landscaping, as a part of the City's history and national leadership role with local food production.

ARTICLE 2: PROPERTY ATTAINMENT, EXCHANGE AND PLATTING

Section 2.01: Property Attainment

Developer will purchase the Property from WRHA at the conclusion of all necessary entitlements and due diligence investigations, currently scheduled for late summer 2016, and under the terms and conditions of the PSA. In the event: (1) the Developer or WHRA fail to complete the conveyance of the Property as contemplated by the PSA, or (2) the PSA is terminated by either party thereto, this Agreement shall immediately terminate.

Section 2.02: Property Exchange and Platting

1. WRHA will use its best efforts to complete an Exchange Agreement with the Jefferson County School District (the "School District") to create a plat (the "Plat") for one larger parcel of approximately 1.5 acres ("Combined Parcel") that combines the current WRHA property with Land Swap Area #1 and transfers Land Swap Area #2 to the School District, as shown on the Site Plan (**Exhibit C**), with one Combined Parcel fee simple title for Developer to purchase. The Exchange Agreement shall be executed by and the Closing of the exchange shall occur between the WRHA and School District at no cost to Developer and as soon as possible but no later than May 1, 2016.
2. The Plat shall also include a site survey with existing buildings located and, potentially, grading information. Developer shall contribute 100% of the additional cost of placing grading information on the Plat, if Developer chooses to have such grading information shown by the Plat, in recognition of the fact that information is in addition to the effort required to accomplish the property exchange.
3. By execution of this Agreement, after completion of the Exchange Agreement between WRHA and the School District, and after purchasing the Property under the terms of the PSA, Developer agrees to assume WRHA's obligations under the Exchange Agreement.

Any conflicts between this Agreement and the Exchange Agreement on the subject of the exchange of property shall be resolved in favor of the Exchange Agreement.

Section 2.03: Reverter Clause and Title Insurance.

WRHA shall cause the removal of the reverter clause applicable to the Property under the July 9, 1883 Deed, in the manner described in Section 3.d of the PSA. WHRA will cause the title policy issued to Developer (as Seller under the PSA) to include extended exposure coverage related to the decree in the quiet title action, if required by the title company.

ARTICLE 3: PERMITS AND APPROVALS

Section 3.01: Charter and Laws of the City

The Parties acknowledge that the Property and the Project are located within the corporate boundaries of the City and that the City's Home Rule Charter, Code of Laws and associated regulations fully apply to the same, except as provided herein.

Section 3.02: Rezoning

WRHA agrees to submit an application for approval of a zone change on or before March 3, 2016. The City agrees to initiate an application to rezone the Property to MU-N, with a goal to conduct a City Council public hearing to rezone the Property on or before June 1, 2016.

Section 3.03: Platting

WRHA agrees to submit an application for approval of a subdivision plat on or before March 3, 2016. The City agrees to accept and promptly process, under the procedures of the City's subdivision regulations, an application for approval of the Plat, with a goal of Plat approval on or before June 1, 2016.

Section 3.04: Quasi-Judicial Acts of the City

The Parties acknowledge that rezoning and platting are both quasi-judicial acts, and the City cannot, by contract, by this Agreement or otherwise, agree in advance to approve or disapprove any rezoning or platting application, including those contemplated herein. In the event the City does not approve the rezoning and the Plat as contemplated herein on or before the time the Developer purchases the Property as stated in the PSA, the Developer may either elect to (1) agree with the City and WHRA to extend the time for such actions, or (2) terminate the Agreement, as permitted by Section 7.05.6.

Section 3.05: Application for Building Permits

Contingent upon completion of other required activities and activities stated herein, the Developer will complete site and building plans and submit all needed documents for building permit approval in a timely way, currently scheduled for mid-summer, 2016.

Section 3.06: Issuance of Building Permits

Upon proper application by the Developer in the form required by the City, and to the extent the application is in compliance with the City's building regulations, the City will issue a full building permit in a timely way prior to Developer's purchase of the Property, currently scheduled for late summer, 2016. The City and Developer will investigate the alternative of issuing a partial scope building permit and/or interior demolition permit at an earlier date, to allow an earlier Property purchase and start of construction and completion of the solar power system.

Section 3.07: Operations and Maintenance Reserve Fund

Prior to and as a condition of issuance of a Certificate of Occupancy for any portion of the Project, the Developer shall establish a reserve fund as determined by Developer for costs related to long term maintenance and substantial capital improvements for all of the Developer's responsibilities described in Article 4.

Section 3.08: Subdivision Exemption

The City acknowledges that the land exchange contemplated by Section 2.01 between WHRA and the School District is exempt from the City's subdivision regulations, pursuant to the Wheat Ridge Code of Laws Section 26-402.C.

Section 3.09: Waiver of Certain Fees

For a period of ten (10) years from the date of this Agreement, the City shall waive building permit fees, inspection fees, use tax, and parkland land dedication fee in lieu with respect to the Project, for the Project's initial redevelopment as well as any future improvements and/or renovations where City permits and inspections would be required.

ARTICLE 4: DEVELOPMENT MAINTENANCE OF THE PROJECT

Section 4.01: Construction of the Project

The Developer will complete the building renovation and construct the residential units and all associated landscaping, parking areas, pedestrian walkways and areas, fruit orchard, and all other improvements as shown on the Site Plan in a timely way, currently scheduled for late spring 2017.

Section 4.02: Solar Power System

The Developer will complete the solar power system as required by the utility company, Xcel Energy, currently scheduled for October 1, 2016. In no event shall the completion of the solar power system extend more than twelve (12) months following Developer's purchase of the Property.

Section 4.03: Property Remediation

Developer will be responsible for all remediation on the Property after purchase of the Property and will remediate any hazardous materials that may be discovered during development of the Project.

Section 4.04: Operation and Maintenance of the Project

The Developer shall be and remain responsible for all operation and maintenance of the entirety of the Project, including all property maintenance functions typically associated with a rental residential property, as well as all associated landscaping and improvements described in this Section and shown on the Site Plan.

ARTICLE 5: FINANCING

Section 5.01: Obligations of the Developer

1. Prior to closing on the conveyance of the Property under the PSA, Developer will secure written and binding financing commitments from historic and solar tax credit investors for a total tax equity investment of approximately \$1,725,000 as shown by **Exhibit D**. On or before the date of Developer's purchase of the Property under the PSA, the Developer shall invest its own equity in the Project, generally as shown by **Exhibit D** and/or as required by the Project's financing.
2. In the event Developer fails to accomplish the requirements of subsection 1 of this Section prior to the date of closing on the Property pursuant to the PSA, this Agreement shall be extended as mutually agreed between the parties, or, shall automatically terminate, pursuant to Section 7.05.6, if no extension is implemented.
3. The Developer shall defer \$200,000 as its development fee as noted in Section 5.06.3.d below.

Section 5.02: Obligations of WRHA and the City

1. WRHA will provide \$170,000 in the form of a grant to the Developer (the "WHRA Grant"), payable in the manner set forth in Section 5.03 and only upon receipt of evidence reasonably acceptable to WHRA that the Developer has secured the financing required by Section 5.01.
2. WRHA will provide patient capital in the form of a loan to the Developer (the "WRHA Loan") in an amount not to exceed \$400,000 payable in the manner set forth in Section 5.03, and only upon receipt of evidence reasonably acceptable to WHRA that the Developer has secured the financing required by Section 5.01. The WRHA Loan shall be unsecured. Developer will repay this loan upon its receipt of additional HOME funds, if available (currently anticipated at approximately \$220,000 and currently scheduled for 2017). The remaining balance of the WRHA Loan will be repaid from either or both the future refinance or sale of the Property as described in Section 5.06, but in no event later than December 31, 2031. Interest-only payments at 5% simple interest, non-

compounding, on the WRHA Loan principal of \$400,000 (or such lesser amount as is ultimately owed by Developer to WRHA) shall be paid by the Developer to WRHA annually beginning on December 31, 2023, or, if the date of Substantial Completion of the Project (as defined at Section 5.03.1.c) is delayed beyond December 31, 2017, beginning seven years after the date of Substantial Completion.

3. The City will provide \$470,000 in the form of a grant to the Developer (the "City Grant"), payable in the manner set forth in Section 5.03 and only upon receipt of evidence reasonably acceptable to the City that the Developer has secured the financing required by Section 5.01.
4. The City will provide patient capital in the form of a loan to the Developer (the "City Loan") in an amount not to exceed \$1,925,000 payable in the manner set forth in Section 5.03 and only upon receipt of evidence reasonably acceptable to the City that the Developer has secured the financing required by Section 5.01. The City Loan shall be evidenced by a non-recourse Promissory Note and Secured by a Deed of Trust, as described at Section 5.04. Interest-only payments at 1.5% simple interest, non-compounding, on the City Loan principal of \$1,925,000 (or such greater amount as noted in Section 5.02.6, or, such lesser amount if a lesser amount is ultimately requested by Developer) shall be paid by the Developer to the City annually beginning upon the date of Substantial Completion of the Project (as defined at Section 5.03.1.c).
5. The Developer shall repay the principal balance of the City Loan immediately upon its receipt of, and in the net amounts of the following:
 - a. Tax equity payments to Developer anticipated at approximately \$1,725,000 (Federal and State of Colorado historic investment tax credits and Federal solar tax credits), currently scheduled to occur no later than December 31, 2018; and
 - b. Additional HOME funds, above the currently committed \$419,570, when and if received by the Developer, if available (currently anticipated at approximately \$220,000 and currently scheduled for 2017).
6. The City understands that the Developer's construction and financing cost estimates are preliminary and may change due to the availability of additional/more detailed information prior to Developer's purchase of the Property. The City also understands that the majority of the City Loan will be repaid from the proceeds of historic investment tax credits ("HITCs") and that the Project may have to be re-designed to receive regulatory agency approval, as a precedent to the Project being eligible to receive such tax credit benefits. Such additional information and a potential re-design may change the economic performance of the Project, requiring an increase in the total amount of the City Loan. The City agrees to increase the City Loan by up to an additional \$190,000, conditioned upon: (1) Developer's prompt written notice of the need for that increase, (2) such increase being incorporated into the non-recourse Promissory Note and Deed of Trust, (3) repayment of such additional loan amount be made under the same conditions as the initial City Loan amount.
7. The City Loan amount described in this Section is approximate. The WRHA Loan amount is final. The City Loan amount will be confirmed by the Developer's final pre-closing pro forma ("Pre-closing Pro forma"), no less than 30 days prior to Developer's

purchase of the Property, and such amounts shall be incorporated into the non-recourse Promissory Note and Deed of Trust under Section 5.04.

Section 5.03: Schedule for Payment of City and WRHA Obligations

1. The City Loan, the City Grant, the WHRA Loan and the WRHA Grant shall be disbursed to the Developer in the following manner:
 - a. Initial payments totaling 20% of the total City and WRHA Grants and total City and WRHA Loans on the Closing date when the Developer purchases the Property from WRHA.
 - b. Six (6) progress payments with each payment totaling an additional 10% of the total City and WRHA Grants and total City and WRHA Loans each month as the Developer implements the Project, concurrent with Developer's monthly payments to its Contractor.
 - c. A final payment totaling 20% of the total City and WRHA Grants and total City and WRHA Loans when Developer achieves Substantial Completion for the Project. "Substantial Completion" is defined as the date that the Wheat Ridge Building Department issues a Certificate of Occupancy to the Developer for the Project work.
2. Developer shall provide a written invoice to both the City and WRHA for each of their payments. The City and WRHA shall make payment to the Developer within 30 days of each invoice date. Any late payments will accrue simple interest of 10% per annum.

Section 5.04: Security for City Loan: Property Taxes; Public Use of Event Space

1. As required security for the City Loan, the Developer shall, simultaneously upon and as a condition of purchase of the Property from WHRA, execute a good and sufficient non-recourse Promissory Note and Deed of Trust. The final, executed versions of the non-recourse Promissory Note and Deed of Trust shall be agreed upon as to form and content by the Parties prior to Developer's closing upon the Property under the PSA. The non-recourse Promissory Note shall evidence the amount and terms of the City Loan. The Deed of Trust shall secure the repayment of the City Loan and shall contain, at a minimum, the following provisions:
 - a. The Deed of Trust shall be for the full amount of the City Loan, and shall be supplemented and/or released as necessary to recognize increases and/or decreases in the amount of the City Loan remaining outstanding and not yet repaid.
 - b. The Deed of Trust shall be subordinate to the Developer's construction loan and to Developer's tax equity financing. The City will execute reasonable subordination agreements as required.
 - c. The Deed of Trust will not have a personal guaranty requirement.
 - d. The Deed of Trust will not provide for any escrows for taxes or insurance.

- e. The Deed of Trust shall be released in full only upon the full repayment of the City Loan.
2. On or before Developer's purchase of the Property, the Developer shall take all steps necessary to cause the City (and/or WRHA, if required) and as coordinated with Developer's financing agreements, to become a passive member(s) of the development entity with ownership of the Property and the Project (i.e., approximately 1%, as required by the Jefferson County Assessor's office), in order to render the Property exempt from ad valorem all property tax obligations while the Property contains Affordable Units. The Developer anticipates that the term of the Affordable Units will be 20 years after Substantial Completion. Property tax assessments at the then-prevailing rate will begin at any time that the Property ceases to contain Affordable Units.
3. As a passive member of the development entity, the City (and/or WRHA, if required) shall have:
 - a. No liability for Developer's operations on the Property.
 - b. Limited participation in cost, profit or loss from redevelopment and operation of the Property, as stated in the Developer's other financing agreements.
 - c. No voting rights within the Developer entity.
 - d. The right for the City, WRHA or another public or community group(s) to use the exterior public space within the Project shown by **Exhibit B** for community events a maximum of four (4) times per month for \$0 space rental cost, at mutually agreeable times. Any direct cost or expense to hold a community event would be the responsibility of the event sponsor. Examples of such costs or expenses include but are not limited to staffing, food, drinks, permits, security service, copies, weather protection, etc.

Section 5.05: Project Financing Contingencies

1. In the event the Developer is able to secure a larger loan or other form of Developer equity financing, greater proceeds from other partners (such as historic tax equity investor proceeds), or additional grant revenue than the amounts described at Section 5.01, the following conditions and obligations shall apply:
 - a. If additional grant revenue is received from outside sources, the City, WRHA and the Developer shall divide the additional revenue, with 75 percent of the net additional grant revenue paid or disbursed to the City and to WRHA to reduce their \$470,000 and \$170,000 grants on a pro-rata basis, and 25 percent accruing to the Developer. The Parties agree that any HOME funds and Federal or State historic or solar tax credits would be excluded from this net revenue sharing provision, in light of their agreement that the City and/or WRHA will receive 100% of the net revenue from additional HOME funds above \$640,000, as well as 100% of any net revenue from Federal or State historic or solar tax credits above a total of \$1,725,000.
 - b. "Net revenue" for the purposes of this Section is defined as the gross amount of the available additional grant revenue minus Developer's reasonable expenses

to secure that additional grant revenue. Developer's reasonable expenses include but are not necessarily limited to professional services, consulting fees, travel expenses, copies, etc.

- c. The City and WRHA portions of any potential additional grant revenue shall not be distributable until after the Developer achieves at least its projected cash-on-cash return shown by the final, mutually-agreeable version of the Pro Forma when the Developer purchases the Property. The combined City and WRHA portion of any potential additional grant revenue would be capped at a maximum of \$640,000.
 - d. The Developer, City and WRHA agree to diligently work together to apply for and maximize the potential additional grant revenue from timely grant applications to at least the State Historic Fund by April 1, 2016 and the Temple Buell Foundation at a mutually agreeable time.
2. In the event the Developer is not able to secure the anticipated grants and investors, such as the HOME funds, the Developer will provide an alternative loan repayment schedule prior to purchasing the Property, with interest, for the City and WRHA to review and approve at their discretion as an amendment to this Agreement.
 3. In the event that control of the Project is ever taken over by the Developer's financing partner(s), the City and WRHA will not have financial exposure beyond that stated herein. The City and the WRHA are not guaranteed Developer's repayment of the City and WRHA Loan or Grant amounts noted herein, other than their rights to: (1) repayment under Section 5.02, (2) sharing of additional grant revenues and excess beyond Developer's cash-on-cash return above 22% under this Section 5.05, and (3) entitlement to Net Proceeds on refinance or sale under Section 5.06. The City also has separate rights under the non-recourse Promissory Note and the Deed of Trust. Any potential recourse on the part of investors or financial partners is limited to the Developer's financing agreements for the Project and will not involve the City or WRHA.
 4. The Developer has stated a need for a cash-on-cash return for the Project of 20%. However, based on a variety of factors and assumptions, including but not limited to construction cost assumptions, contingency budgets, rent estimates, operating expenses, etc., the Project may perform better or worse than the estimated return. The City and WRHA shall have full and continuing access to all information in Developer's possession, and that of Developer's consultants, advisors and agents pertaining to Project costs, rents, operating expenses, etc. In the event those factors result in an actual Project Pro Forma that demonstrates a cash on cash return above 22% in any calendar year, the excess revenue for that year shall be paid to the City and WRHA and applied toward any outstanding City Loan and WHRA Loan balances in proportion to the amount of the initial City Loan and WHRA Loan amounts, subject to the provisions of the Developer's financing agreements.

Section 5.06: Long Term Disposition

1. The value of the Project and the Property is expected to appreciate over time. The current investment horizon has been evaluated at a 15-year period. At the end of this period, the outstanding debt on the Project is expected to be approximately \$1,145,000 with a net value of approximately \$2,130,000. WRHA will be paid in full for any

outstanding WRHA Loan amounts in conjunction with any refinance or sale of the Property.

2. The Parties agree that any incremental appreciation or net proceeds available from such refinance or sale (the "Net Proceeds") will benefit both the WRHA and the Developer and shall be paid in a waterfall fashion as such Net Proceeds are available. Reasonable closing costs, fees or expenses for the Developer to secure the refinance or sale, as mutually agreed by the Parties, shall be deducted from the gross proceeds to produce the Net Proceeds. The Parties shall apply current market constraints and costs in arriving at a mutually-agreed calculation of reasonable costs to be used in arriving at Net Proceeds. For the purposes of this Section the term "refinance" does not include a loan renewal or new loan that the Developer may acquire to replace its initial financing at any time, where such renewal or new loan results in less than \$100,000 of Net Proceeds.
3. The Net Proceeds shall be paid out as follows:
 - a. The first amount of Net Proceeds shall be paid to the WRHA, to repay the then-outstanding balance of the WRHA Loan.
 - b. The second amount of Net Proceeds shall be paid to the City, to repay any then-outstanding balance of the City Loan.
 - c. The third amount of Net Proceeds up to a maximum of \$200,000 shall be retained by the Developer for any improvements to the Property it deems necessary at the time of receipt of Net Proceeds in excess of the then-outstanding balance of the WRHA and City Loans.
 - d. The fourth amount of Net Proceeds up to a maximum of \$200,000 shall be retained by the Developer as its deferred development fee. Alternatively, this \$200,000 may be added to the initial cost of the Project and paid to the Developer out of cash flow in equal annual payments during the first 8-10 years after Substantial Completion.
 - e. The fifth amount of Net Proceeds shall be paid WRHA as a return on the WRHA Loan, at a rate of 5% simple interest per year, beginning on the date of Substantial Completion. As an example, if the WRHA Loan balance at Substantial Completion is \$380,000 and the refinance or sale takes place exactly 5 years after Substantial Completion, the amount of this Net Proceeds payment would be \$95,000 ($\$380,000 \times 0.05 \times 5$).
 - f. The sixth amount of Net Proceeds shall be split 50% to WRHA and 50% to the Developer. The 50% to WRHA shall be applied to repayment of the \$170,000 WRHA Grant and other costs previously incurred by WRHA on the Property, currently estimated at approximately \$300,000.

ARTICLE 6: INSURANCE AND INDEMNIFICATION

Section 6.01: Insurance

1. Upon Developer's purchase of the Property under the PSA, Developer shall maintain, at its cost and expense, or cause to be maintained through its property manager, reasonable property protection and liability insurance, in the following minimum amounts: Commercial general liability with minimum limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate, or, as required by Developer's financing, if such financing requirements exceed the coverage limits stated herein. The policy or policies shall be applicable to all premises and operations. The policy or policies shall include coverage for bodily injury and death, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations.
2. The policy or policies shall contain a severability of interests provision, and shall, so long as the City (and WRHA, if required) are passive members of the development entity with an ownership interest in the Property pursuant to Section 5.04, be endorsed to include the WRHA, its officers and employees, and the City and the City's officers and employees as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

Section 6.02: Indemnification and Defense of Actions

1. Developer shall indemnify, defend and hold the City and the WRHA harmless from and against any and all claims resulting or arising from or in any way connected with the following:
 - a. The existence, release, presence or disposal of any Hazardous Materials introduced to the Property after Developer purchases the Property from WRHA;
 - b. The development, marketing, sale or use of the Project by Developer;
 - c. Any other acts or omissions of Developer or its contractors, subcontractors, employees, agents or representatives;
 - d. Any plans or designs for improvements prepared by or on behalf of Developer, regardless of whether such plans or designs have been approved by City; and
 - e. Developer shall have no obligation to indemnify the City and/or WRHA to the extent claims result from the negligence or willful misconduct of the City or WRHA.
2. Neither WRHA nor the City waives the protections, limitations of liability and defenses of the Colorado Governmental Immunity Act, any other statute or the common law. In addition, nothing in the Developer's indemnity shall expand the liability of the City or WRHA under the Colorado Governmental Immunity Act.

3. The City, WRHA, and Developer will cooperate in the defense of any third party challenge of this Agreement, the Project, or any Project entitlements or related documents. If Developer elects, in its sole discretion, to contest or defend a challenge, the Developer shall take the lead role and hold the City and WRHA harmless from any damages awarded. Any proposed settlement will be subject to the City, WRHA, and Developer's approval, each in its reasonable discretion. In addition, the City and WRHA shall have the right, but not the obligation, to contest or defend any challenge, at their sole expense, in the event that Developer elects not to do so.

ARTICLE 7: GENERAL PROVISIONS

Section 7.01: Subject to Annual Appropriations

The Parties agree the City of Wheat Ridge is subject to provisions of Colorado Constitution Article X Section 20. All of the City's financial obligations hereunder, whether direct or contingent, extend only to funds appropriated annually by the City Council and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. This Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City. The City presently has available funds to satisfy its obligations under this Agreement, and within these required Constitutional constraints, intends to place proper appropriation requests before the City Council for action as payments are required under Section 5.03. Upon reasonable advance notice, the City will make its relevant financial and deposit records available for inspection by Developer and Developer's lenders.

Section 7.02: Electronic Signatures

The Parties consent to the use of electronic signatures. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Section 7.03: Inspection of Records

Any authorized agent of the City and of WRHA, has the right to access and the right to examine any pertinent books, documents, papers and records of the Developer and its property manager, involving transactions related to this Agreement until the latter of three (3) years after the final payment of both the City Loan, the WRHA Loan, the City Grant and the WRHA Grant under this Agreement or expiration of the applicable statute of limitations.

Section 7.04: Access to the Property

After appropriate prior written notice to Developer, the authorized officials of the City and WRHA shall be provided reasonable access to the Property and the Project for the purpose of ensuring compliance with this Agreement and the applicable ordinances, codes, regulations and policies of the City. **This Section is not applicable to required inspections in association with City-issued building permits**

Section 7.05: Enforcement and Termination

1. Developer's sole and exclusive remedy is to commence an action for specific performance, in addition to its rights in the PSA.
2. In addition to the other remedies in this Section, the Developer, City and WRHA will have the right to institute any action at law or in equity to cure or remedy any default or to recover actual damages.
3. Each party will bear its own attorney fees and court costs in any action.
4. Neither party shall be entitled to claim or receive as a remedy consequential, punitive or economic damages, including lost profits.
5. Force Majeure -- Performance will not be deemed a default in the event of war, strikes, natural disasters, litigation, terrorism, reasonably unforeseen site conditions, and failure of governmental entities to act. The Party claiming a force majeure delay must provide notice within 30 days of actual acknowledge of the event causing delay. The period of the force majeure delay shall commence to run from the date of such notice and the time of such delay shall be the actual delay time incurred.
6. Termination. This Agreement may be terminated by either Party with appropriate 15 day notice and 30 day cure provisions in the event any of the following occurs:
 - a. The Developer does not close on the purchase of the Property under the PSA.
 - b. The PSA is terminated under its terms for any reason.
 - c. The Exchange Agreement with the Jefferson County School District is not completed as contemplated in Section 2.02.
 - d. The WRHA does not accomplish the removal of the reverter clause as contemplated by Section 2.03.
 - e. The City does not approve the rezoning and platting of the Property as contemplated in Sections 3.02 and 3.03.
 - f. The Developer fails to secure written and binding financing commitments as contemplated in Section 5.01.
 - g. Failure of the Parties to agree upon the final version of the Developer's Pre-Closing Pro forma, provided, however; such agreement shall not be unreasonably withheld by either Party such as to obstruct the goals of both Parties as expressed herein.

Section 7.06: Governing Law; Venue

This Agreement shall be construed and enforced in accordance with the laws of the United States, the State of Colorado and the Charter, Code of Laws, ordinances and regulations of the City, which are expressly incorporated into this Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive

orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to this Agreement shall be proper and exclusive in the District Court in and for Jefferson County, Colorado

Section 7.07: No Third-Party Beneficiaries

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

Section 7.08: Claims

In the event of any claim, demand, suit, or action is made or brought in writing by any third person or entity against one of the Parties related in any way to this Agreement, the Party in receipt of the same shall promptly notify and provide copy of said claim, demand, suit, or action to the other Party.

Section 7.09: Notices

All notices, demands or consents required or permitted under this Agreement shall be in writing and delivered personally or by appropriate electronic transmission (receipt verified) or by certified mail, return receipt requested, to the following:

City of Wheat Ridge: City Manager
 City of Wheat Ridge
 7500 W. 29th Avenue
 Wheat Ridge, Colorado 80233

with a copy to: City Attorney
 City of Wheat Ridge
 7500 W. 29th Avenue
 Wheat Ridge, Colorado 80233

WHRA: Executive Director
 Wheat Ridge Housing Authority
 7500 W. 29th Avenue
 Wheat Ridge, Colorado 80233

Developer: Fruitdale School Partners, LLC
 2120 Bluebell Avenue
 Boulder, CO 80302
 jim@hartmanelyinvestments.com

with a copy to: Berenbaum Weinshienk PC
 370 17th Street, Suite 4800
 Denver, Colorado 80202-5698
 Attention: Charles P. Leder, Esq.
 cleder@bw-legal.com

The number of persons or addresses set forth above may be changed any time by written notice in the manner provided herein.

Section 7.10: Entire Agreement

This Agreement, including the PSA and exhibits which are hereby incorporated by this reference, constitutes the entire agreement of the Parties. The Parties agree there have been no representations, oral or written other than those contained herein and that the various promises and covenants contained herein are mutually agreed upon and under consideration for one another. This Agreement may be amended only by written instrument, approved by all of the Parties in the same manner as this Agreement.

Section 7.11: No Joint Venture

This Agreement is not intended nor shall this Agreement be construed to establish or constitute a joint venture between the Parties.

Section 7.12 No Assignment

No Party shall assign its rights or delegate its duties hereunder without the prior written consent of the other Party in that Party's sole discretion. Subsequent to Substantial Completion of the Project, as defined at Section 5.03.1.c, such assignment shall require the prior written consent of the other Party, provided such consent shall not be unreasonably withheld. For the purposes of this Section, assignment does not include the Developer's legal structuring of the Project for its financing. The Developer may, however, contract and/or subcontract the construction of Project facilities on the Property. The Developer may not assign or transfer its interests in the Property, except as explicitly provided in the PSA.

Section 7.13: Severability

Should any one or more provisions of this Agreement be determined to be illegal or unenforceable all other provisions nevertheless remain effective; provided however, the Parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft terms or conditions that will legally achieve the original intent and purposes of the Parties hereunder.

Section 7.14: Headings for Convenience

Headings and titles contained herein are intended for the convenience and reference of the Parties only and are not intended to combine, limit, or describe the proper scope or intent of any provision of this Agreement.

Section 7.15: Authority

Each Party represents and warrants that it has taken all actions that are necessary or that are required by its applicable law to legally authorize the undersigned signatories to execute this Agreement on behalf of the Party and to bind the Party to its terms. The persons executing this agreement on behalf of each Party warrant they have full authorization to execute this Agreement.

Section 7.16: No Construction Against Drafting Party

The Parties acknowledge that each of them and their respective counsel have had the opportunity to review this Agreement and that this Agreement shall not be construed against any Party merely because this Agreement or any of its provisions, have been prepared by a particular Party.

Section 7.17: Execution of Agreement

This Agreement shall not be or become effective or binding until it has been fully executed by all signatories of City, WHRA and the Developer.

[The balance of this page intentionally blank]

CITY OF WHEAT RIDGE, COLORADO

By: _____
Joyce Jay, Mayor

ATTEST:

Janelle Shaver, City Clerk

[City Seal]

APPROVED AS TO FORM:

Gerald Dahl, City Attorney

WHEAT RIDGE HOUSING AUTHORITY

By: _____
Janice Thompson, Chair

ATTEST:

Clerk to the Authority

FRUITDALE SCHOOL PARTNERS, LLC

By: _____
James Hartman, Manager

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The above and foregoing Development Agreement was subscribed and sworn to before me by _____ as _____ of Fruitdale School Partners, LLC this ____ day of _____, 2016.

Notary Public

My commission expires: _____
[seal]

EXHIBIT A

Legal Description of the Property

[To Be Attached]

EXHIBIT B

Purchase and Sale Agreement

[Attached]

EXHIBIT C

Site Plan

[To Be Attached]

EXHIBIT D

Developer's Pro Forma

[Attached]



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JEFFERSON COUNTY, Colorado

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AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

1-21

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (the "Agreement") is made and entered into as of the 2nd day of November, 2015, by and between **WHEAT RIDGE HOUSING AUTHORITY** ("Seller"), and Fruitdale School Partners LLC, a Colorado limited liability corporation ("Buyer"). Seller and Buyer are sometimes referred to as a "Party" or together as the "Parties."

RECITALS

A. Seller is the owner of the following real property and all fixtures, appurtenances, improvements, fixtures therein, thereon located in the County of Jefferson, State of Colorado more particularly described on **Exhibit A**, attached hereto and fully incorporated herein by this reference, together with the following (all, collectively, the "Property"):

1. The personal property located at the Property as of the Effective Date (the "Personal Property"); and

2. All right, title and interest of Seller in and to all governmental permits, licenses, certificates and authorizations, including, without limitation, certificates of occupancy, in Seller's possession and relating to the construction, use or operation of the Property, to the extent the same are transferable or assignable (the "Permits"), if any; and

3. All water rights relating to the Property, including without limitation all rights to water wells, riparian rights, ditch rights or shares of water rights and other sources of water, if any (the "Water Rights").

B. Buyer is offering to purchase and Seller is willing to sell the Property upon the terms and conditions set forth herein.

AGREEMENT

In consideration of the promises and agreements of the Parties contained herein, the sufficiency of which is hereby acknowledged by each of the Parties, Seller and Buyer do hereby promise and agree as follows:

1. **Sale and Purchase.** Seller shall sell the Property to Buyer, and Buyer shall purchase the Property from Seller, on the terms and conditions set forth in this Agreement.

2. **Purchase Price.** The purchase price for the Property (the "Purchase Price") to be paid by Buyer to Seller shall be \$10.00. The Purchase Price, as adjusted for any other credits and prorations specifically provided for herein, shall be paid by Buyer to Seller at the Closing by certified check, cashier's check, wire transfer, or other immediately available funds acceptable to Seller.

3. Title and Survey.

a. Title Insurance. On or before thirty (30) business days following the Effective Date (defined in Section 25 below), Seller shall cause Land Title Guarantee Company ("Title Company") to deliver to Buyer a current commitment for a 2006 ALTA extended owner's title insurance policy ("Title Commitment"), together with copies of the current vesting deed and those recorded documents listed in the Title Commitment (collectively, the "Title Documents").

b. Permitted Exceptions. Title to the Property shall be free and clear of all liens and encumbrances, subject only to the permitted exceptions which Buyer accepts pursuant to Section 3(c) ("Permitted Exceptions"). At the Closing, Seller shall execute and deliver the standard form mechanic's lien affidavit used by and acceptable to Title Company to provide for the deletion of the standard printed exception from the Owner's Policy for liens arising against the Property for work or materials ordered or contracted for by Seller prior to the Closing, and Seller shall, at its expense, provide for the deletion of the other standard printed exceptions from the Owner's Policy. If a mineral reservation exists, the Buyer may request the Title Company to provide Endorsement 100.31 or a similar endorsement selected by Buyer with respect thereto, at Buyer's expense. From and after the date hereof, Seller shall not sell, convey, option, mortgage, encumber, lease, or contract to do any of the foregoing with respect to the Property without the prior written consent of Buyer. Promptly after the Closing, Seller shall cause the Title Company to issue to Buyer a ALTA owner's title insurance policy insuring title to the Property in Buyer an amount approximate to the replacement value of the Property, as reasonably determined by Buyer during the Inspection Period (defined below), and agreed to by the Parties in good faith during such period, subject only to the Permitted Exceptions. The Parties shall share the cost of the Title Policy equally, and any mineral or other endorsements requested by Buyer shall be at Buyer's cost and expense.

c. Title Defects. Within thirty (30) business days after Buyer's receipt of the Commitment, the Title Documents, and Survey (defined below), Buyer shall give Seller notice of all title defects or other objections shown in the Commitment and/or Survey, which are not consented to by Buyer as Permitted Exceptions. Any and all matters and exceptions affecting all or any portion of the Property disclosed by the Title Commitment (as exceptions, requirements, or otherwise) or Survey which are not the subject of a notice from Buyer to Seller given within the applicable period of time as provided herein, shall be deemed accepted by Buyer as Permitted Exceptions. If there is an endorsement to the Title Commitment that adds a new exception to title, a copy of the same and the modified Title Commitment shall promptly be delivered to Buyer, and Buyer shall have ten (10) days following receipt of the same to review and object to the same hereunder.

In the event Buyer notifies Seller of any title defects or other matters shown by the Commitment and/or Survey which are objectionable as provided in this

Subsection 3.c., within ten (10) business days after receipt of Buyer's title objection notice, Seller shall advise Buyer what, if anything, it intends to do with respect to each title matter to which Buyer objects. For purposes hereof, a title defect or exception shall be deemed cured if: (i) the Title Company deletes the defect from the Commitment or (ii) the Title Company undertakes in writing to add a provision to the Owner's Policy obligating the Title Company, within the limits of such Owner's Policy, to protect Buyer against all loss or damage incurred on account of such defect or exception. Prior to or at the Closing, Seller shall discharge any and all monetary liens and monetary encumbrances on the Property including but not limited to any real and personal property taxes for the fiscal year preceding the conveyance, except for the Permitted Exceptions. Such liens and encumbrances, if any, may be satisfied from the proceeds of the sale of the Property. If any of the matters objected to by Buyer have not been cured or agreed to be cured by Seller on or before the last day of the Inspection Period (as hereinafter defined), Buyer may, by written notice to Seller at any time, either (i) terminate this Agreement, or (ii) waive such matters and accept the same as Permitted Exceptions. In the event Buyer does not notify Seller of its decision to terminate or waive on or before the last day of the Inspection Period, Buyer shall be deemed to have waived its objections and to have accepted such matters as Permitted Exceptions. In the event of a termination of this Agreement by Buyer pursuant to this Section 3.c., both Parties shall thereupon be relieved of all further obligations hereunder, except as expressly provided in this Agreement.

d. 1883 Restriction. Buyer understands and acknowledges that the Property is subject to conditions, covenants and restrictions set forth in the deed from Jacob H. Brown and James A. Lewis recorded July 9, 1883 in Book 9 at Page 451 (the "1883 Restriction") and that Seller makes no warranties whatsoever regarding such deed, the conditions, covenants and restrictions contained therein, or the effect of the Closing thereon. Seller agrees to make all good faith efforts to timely remove said reverter clause through pursuit of a quiet title action or other appropriate legal means that shall commence not later than 15 days from the effective date of this agreement. Seller acknowledges that failure to remove the 1883 Restriction by March 1, 2016 shall be grounds for a termination by Buyer pursuant to Section 3.c. For purposes of this Agreement, Buyer's objection to the 1883 Restriction as a Section 3 title defect is hereby acknowledged, and Buyer is not required to make an additional title objection regarding it.

e. Survey. Seller has furnished to Buyer any existing site plans and improvement surveys of the Property in its possession. Seller, in cooperation with the Jefferson County School District, agrees to commission a survey of the property that meets all requirements of the Seller, in its governmental capacity as the City of Wheat Ridge and the Buyer, in order to make application with the School District for a subdivision plat. Said survey shall be initiated within 15 days of the date of this agreement.

4. **Inspection.** Seller shall, within five (5) business days of the Effective Date deliver to Buyer or make available for inspection and review at the Property or Seller's business offices, the due diligence items described in **Exhibit B**, to the extent they have not been previously delivered to Buyer (the "Due Diligence Materials"). Buyer shall have two hundred forty (240) days from the Effective Date of this Agreement (the "Inspection Period"), to inspect and evaluate the Property, and conduct such evaluations, tests, inspections, studies, and surveys, all at buyer's sole cost and expense, as Buyer deems reasonably appropriate to determine the economic feasibility, physical condition, terrain and layout of the Property, soils, water, availability of utilities, review of Due Diligence Materials, and any other matters relevant to its planned renovation and use of the Property, and to determine whether the Property is materially contaminated by any Hazardous Materials (as defined below), including conducting a Phase I or II environmental survey. If any Hazardous Materials are found on the Property which materially and adversely affect the Buyer's intended use of the Property or expose the Buyer to liability to third parties for damages or environmental remediation costs, Buyer may terminate this Agreement by written notice (the "Notice of Termination") to Seller given on or before the last day of the Inspection Period. If Buyer delivers to Seller its Notice of Termination prior to the expiration of the Inspection Period, this Agreement shall be deemed to have been terminated by Buyer and both parties shall thereupon be relieved of all further rights and obligations hereunder, except as expressly provided in this Agreement.

5. **Property Sold "As Is".** Buyer is relying upon its own inspection of the Property to evaluate the condition of the Property and the suitability of the Property for Buyer's intended use. Buyer acknowledges and agrees that it is purchasing the Property in its AS-IS, WHERE-IS CONDITION, WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN THE DEED CONVEYING THE PROPERTY TO BUYER. Buyer hereby acknowledges that it is familiar with the Property and shall determine, as part of its inspections hereunder, that it is suitable for its intended purposes and that the opportunity to inspect the Property provided in Section 4 above is sufficient for Buyer to obtain whatever information regarding the condition of the Property that Buyer may deem necessary to make such determination. Nothing contained in this Section 5 shall alter or restrict the representations of Seller contained in Sections 7 and 8 of this Agreement or the warranties of title contained in the Deed to be delivered by Seller to Buyer at the Closing.

6. **Access; Mechanics' Liens.** Buyer, its agents, employees, contractors, or subcontractors may, at all times after the date hereof, at no charge to Buyer, and until the earlier of the Closing or the termination of this Agreement, have the right of access to the Property to conduct the tests and investigations referred to in Section 4 above. Such rights may be exercised only upon reasonable advance notice to Seller. Buyer shall promptly restore any alterations made to the Property by Buyer, or at Buyer's instance or request, and Buyer shall pay for all work performed on the Property by Buyer, or at Buyer's instance or request, as such payments come due. Any and all liens on any portion of the Property resulting from the actions or requests or otherwise at the instance of Buyer shall be removed by Buyer at its expense. Buyer shall, at Buyer's expense, defend, indemnify,

and hold harmless Seller from and against any and all obligations, claims, loss, and damage, including actual and reasonable costs and attorneys' fees, resulting from or related to Buyer's access to the Property; provided, however, that Buyer's mere discovery of an existing adverse condition on the Property shall not, in and of itself, trigger Buyer's indemnification obligations hereunder so long as the adverse condition is not worsened by Buyer, its agents, employees or contractors.

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7. Seller's Representations. Seller hereby represents to Buyer as of the date of this Agreement and as of the Closing as follows:

a. No Violations. To the best of Seller's knowledge, the Property is not in violation, nor has been or is currently under investigation for violation of any federal, state, or local laws, ordinances or regulations.

b. Consents. All consents and approvals which may be required in order for Seller to enter into this Agreement or consummate the transaction contemplated herein have been obtained.

c. Litigation. There are no pending or, to Seller's knowledge, threatened litigation, investigation, arbitration, condemnation or other judicial, municipal or administrative proceedings affecting Seller or the Property, or any plans to widen 44th Avenue at this time.

d. Non-Foreign Person. Seller is not a "foreign person" as that term is defined in the federal Foreign Investment in Real Property Tax Act of 1986, the 1984 Tax Reform Act, as amended, and Section 1455 of the Internal Revenue Code, and applicable regulations and, at Closing, will deliver to Buyer a certificate standing that Seller is not a "foreign person" as defined in said laws in a form complying with the federal tax law.

e. Authority. Seller has the authority to enter into and execute this Agreement.

f. Hazardous Materials. To the best of Seller's actual knowledge, without any special investigation, since Seller acquired the Property, Seller has not caused or contributed to: (i) any toxic or Hazardous Materials being present on, over, under, or around the Property, (ii) any present or past generation, recycling, use, reuse, sale, storage, handling, transport, and/or disposal of any toxic or Hazardous Materials on, over, under, or around the Property, (iii) any failure to comply with any applicable local, state, or federal environmental laws, (iv) any spills, releases, discharges, or disposal of toxic or Hazardous Material that have occurred or are presently occurring on or onto the Property or any adjacent properties, or (v) any spills or disposal of toxic or Hazardous Materials that have occurred or are presently occurring off the Property as a result of any construction or operation and use of the Property. The term "Hazardous Materials" includes, but is not limited to, substances defined as Hazardous Substances as defined in

the Comprehensive Environmental Response, Compensation and Liability Act, as amended, the Hazardous Materials Transportation Act, as amended, the Toxic Substances Control Act, or any other law, statute, rule, or regulation pertaining to the protection of the environment or the health and safety of persons or property. Provided, however, the Parties agree that the vinyl asbestos tile (VAT) present on the Property shall not be considered a Hazardous Material and is permitted to remain on the Property at Closing. 4

g. Real Property Taxes. The Property is not subject to real property taxation while in Seller's ownership; no taxes or special assessments are presently due on the Property.

h. Leases. The Property is not subject to any leases.

i. Contracts or Agreements. There are no contracts or service agreements with respect to the Property that survive Closing, and no party has an option to purchase or right of first refusal with respect to the Property.

j. The Property has legal access. The Parties agree to amend the legal description attached as **Exhibit A**, as necessary to reflect the same.

k. Materiality of Representations. Each of the representations made by Seller in this Agreement, or in any document or instrument delivered pursuant hereto shall be true and correct in all material respects on the Effective Date, and shall be deemed to be made again as and at the date of the Closing and shall then be true and correct in all material respects. The material truth and accuracy of each of the representations and the material performance of all covenants of Seller contained in this Agreement are conditions precedent to the Closing. All of the foregoing representations and warranties by Seller shall not be deemed merged into any instrument of conveyance delivered at Closing but shall survive Closing for a period of one year from the date of conveyance.

8. Operation of Property.

a. After the date of this Agreement, Seller covenants that Seller shall: (1) maintain the Property in the same order, condition and repair as of the Effective Date and in compliance with all applicable laws; (2) maintain hazard and liability insurance with respect the Property in amounts not less than those maintained by Seller on the Effective Date; and (3) not enter into any new leases, contracts, or agreements which will survive the Closing or otherwise affect the use, operation or enjoyment of the Property after the Closing, without Buyer's prior written consent; and

b. Seller shall fully cooperate with Buyer to facilitate approval by the City of Wheat Ridge of a future subdivision and/or consolidation of the Property with other adjacent properties owned or to be owned by the Buyer subsequent to closing. This obligation shall survive closing.

9. Risk of Loss. Loss or damage to the Property from any cause, including, but not limited to, fire, vandalism, or acts of God, from the Effective Date until the Closing Date and the delivery of the deed, shall be at the risk of Seller. If, prior to Closing, the Property is destroyed or damaged in whole or in part, this Agreement may be terminated at the option of Buyer by giving written notice to Seller within thirty (30) days of the date of such damage. If Buyer does not terminate as provided above, Seller shall assign to Buyer at Closing all right and interest in any insurance proceeds as a result of such damage. 7

10. Closing. The closing of the sale of the Property from Seller to Buyer (the "Closing") shall take place on or before 30 days following expiration of the Inspection Period at a time and location mutually agreed upon. Buyer may, additionally, if necessary for financing or redevelopment plans, upon 3 days written notice to Seller, extend the Closing Date by up to an additional 45 days. At Closing:

a. Buyer shall pay to Seller the Purchase Price by certified check, cashier's check, wire transfer, or other immediately available funds acceptable to Seller, less any prorations provided for herein.

b. Seller shall convey fee simple title to the Property to Buyer by special warranty deed, (the "Deed").

c. Seller shall convey any Personal Property by a Quitclaim Bill of Sale.

d. Seller will complete a non-foreign affidavit satisfying Section 1445 of the Internal Revenue Code and a Colorado Form DR-1083.

e. Seller will cause the Title Company to unconditionally commit to issue to Buyer promptly after Closing), the Title Policy, subject only to the Permitted Exceptions.

f. Buyer will complete a transfer declaration as required by Colorado law.

g. Seller and Buyer shall execute Closing settlement statements to reflect the charges, costs, credits, prorations, and adjustments contemplated by this Agreement, and other documents reasonably required by the Title Company, and shall provide the Title Company and the other Party with copies of resolutions or other authority authorizing such Party to consummate the transaction.

h. At Closing, Seller shall deliver exclusive possession of the Property to Buyer.

i. The parties shall each do or cause to be done such other matters and things as shall be reasonably necessary to close the transaction contemplated herein.

j. Each party shall pay one-half (1/2) of any charges imposed by the Title Company to prepare the closing documents and provide similar closing services.

11. **Restrictive Covenant.** At Closing, Buyer and Seller shall execute and cause to be recorded the Restrictive Covenant attached hereto as **Exhibit C**.

12. **Special Taxing Districts.** Seller hereby makes the following disclosure to Buyer: SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATIONS INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYER SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY, AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR. 8

13. **Brokerage Commissions.** Buyer and Seller each hereby warrant and represent to the other that it has not dealt with any broker in connection with the transaction contemplated herein. Each Party shall, to the extent permitted by law, indemnify the other against and hold the other harmless from any claims for fees or commissions from any broker or finder with whom either of them has consulted or negotiated with regard to the Property.

14. **Assignment; Binding.** This Agreement shall be binding and effective on and inure to the benefit of the successors and assigns of the parties hereto, subject, however, to the next sentence. Any assignment hereof shall be in writing and shall require the prior written consent of the non-assigning Party, which will not unreasonably be withheld. Buyer shall have the right to assign this Agreement to a related entity that is wholly controlled or owned by Buyer.

15. **Attorneys' Fees.** In the event that a lawsuit is brought to enforce or interpret all or any portion of this Agreement, each Party shall bear its own costs and expenses, including, without limitation, attorneys' fees, incurred in connection with such suit.

16. **Remedies.** In the event of any breach or default under this Agreement by Buyer prior to Closing, Seller shall, as Seller's only remedy, be entitled to terminate this Agreement and both Seller and Buyer shall be relieved of any further obligations or liabilities hereunder except as expressly provided in this Agreement. In the event of any breach or default by Seller at or prior to Closing, Buyer may elect to treat this Agreement as terminated and both Seller and Buyer shall be relieved of any further obligations or

liabilities hereunder, or Buyer may elect to treat this Agreement as being in full force and effect and may seek specific performance from a court of competent jurisdiction.

17. Notices. All notices provided for herein shall be in writing and shall be deemed given to a party when a copy thereof, addressed to such party as provided herein, is actually delivered or refused, by personal delivery, by commercial courier or overnight delivery service, or by successful facsimile transmission with printed confirmation of receipt, at the address of such party as provided below. 9

If to Seller: Kenneth Johnstone, Executive Director
Wheat Ridge Housing Authority
7500 W. 38th Avenue
Wheat Ridge, Colorado 80033
Fax: 303-235-2857

With a copy to: Gerald Dahl
City Attorney
7500 W. 38th Avenue
Wheat Ridge, Colorado 80033
Fax: 303-235-2857

If to Buyer: Jim Hartman
Fruitdale School Partners LLC
2120 Bluebell Avenue
Boulder, Colorado
Email: jim@hartmanelyinvestments.com

With a copy to: Eric Clayman
Rocky Mountain Charcuterie
1575 Central St
Denver, Colorado 80211
denverbaconcompany@gmail.com

John Gstalder
The Louisville Law Group, P.C.
1400 Main Street, Suite 200
Louisville, Colorado 80027
j.gstalder@thelouisvillelawgroup.com

18. Governing Law. The validity and effect of this Agreement shall be determined in accordance with the laws of the State of Colorado. Jurisdiction and venue for any litigation concerning the same shall be proper and exclusive in the Jefferson County District Court.

19. Condemnation. In the event that any portion of the Property shall be taken in condemnation or under the right of eminent domain after the date of mutual execution hereof and before the Closing, Seller or Buyer may terminate this Agreement and all parties shall be released from any further obligations hereunder, except as expressly provided in this Agreement, or the parties may agree that the description of the Property will be modified to exclude the portion of the Property so condemned. If neither party terminates this Agreement hereunder, Buyer shall be entitled to all proceeds of such condemnation action and to assert all of the rights of the respondent in such condemnation proceeding, whether occurring before or after the Closing. 10

20. Partial Invalidity. In the event that any condition, covenant or provision herein contained is held to be illegal, invalid, unenforceable or void by any court of competent jurisdiction prior to Closing, such determination shall not affect the remaining provisions of this Agreement, or enforceability of the Agreement as a whole, and in lieu of each provision of this Agreement that is illegal, invalid, unenforceable or void, a provision similar in terms will be added to this Agreement, if possible, which provision shall be legal, valid and enforceable;

21. Computation of Time. If any event or performance hereunder is scheduled or required to occur on a date which is on Saturday, Sunday, or legal state or federal holiday in Denver or Wheat Ridge, Colorado, such date shall not be considered a "business day" hereunder, and the event or performance shall be required to occur on the next day which is a business day in Denver or Wheat Ridge, Colorado.

22. Waiver. No right under this Agreement may be waived, except by written instrument executed by the Party who is waiving such right. Any Party hereto may, at any time or times, at its election, waive any of the conditions to its obligations hereunder by a written waiver expressly detailing the extent of such waiver (and no other waiver shall be effective for any purpose). The waiver by either Party of any right or agreement in this Agreement shall not be deemed a waiver of any subsequent breach of the same or any breach of other right or agreement contained in this Agreement.

23. Counterparts; Execution. This Agreement may be executed in counterparts and, when counterparts of this Agreement have been executed and delivered by both of the Parties hereto, this Agreement shall be fully binding and effective, just as if both of the Parties hereto had executed and delivered a single counterpart hereof. Without limiting the manner in which execution of this Agreement may otherwise be effected hereunder, execution by either Party may be effected by facsimile transmission of a signature page hereof executed by such Party. If either Party effects execution in such manner, such Party shall also promptly deliver to the other Party the counterpart physically signed by such Party, but the failure of such Party to do so shall not invalidate the execution hereof effected by facsimile transmission.

24. Entire Agreement; Amendment. This Agreement contains the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior commitments, understandings, warranties, and

negotiations, all of which are by the execution hereof rendered null and void. No amendment or modification of this Agreement shall be made or deemed to have been made unless in writing, executed by the Party or Parties to be bound thereby.

25. Effective Date. The Parties intend that this Agreement shall be valid and effective from and after the date fully executed by both Parties and actually delivered to and acknowledged by the Title Company (the "Effective Date").

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below

**SELLER:
WHEAT RIDGE HOUSING AUTHORITY**

By: Kenneth P. Johnston
Name:

Title: Executive Director
Kenneth P. Johnston

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STATE OF COLORADO)
COUNTY OF JEFFERSON) ss:

The foregoing Agreement for Purchase and Sale of Real Property was acknowledged before me this 5th day of October, 2015, by Kenneth Johnston as Executive Director of Wheat Ridge Housing Authority, Seller.

WITNESS my hand and official seal.

My commission expires: July 9th, 2015.

MELISSA MACKEY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134042377
MY COMMISSION EXPIRES JULY 9, 2017

Melissa Mackey
Notary Public

EXHIBIT A

Legal Description of the Property

A PARCEL OF LAND SITUATED IN THE NORTH 1/2 OF SECTION 21, TWP. 3 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF JEFFERSON, STATE OF COLORADO;

BEGINNING AT A POINT ON THE NORTH LINE OF THAT CERTAIN PROPERTY DESCRIBED IN RECEPTION NO. 86049897 BEING THE NORTHERLY RIGHT OF WAY LINE OF WEST 44TH AVENUE, SAID POINT ALSO LYING 642.56' NORTH OF THE CENTER OF SAID SECTION 21 ON THE N/S CENTERLINE OF SAID SECTION 21, SAID POINT BEING THE POINT OF BEGINNING; THENCE N.89°34'27"W. ALONG SAID NORTH LINE, A DISTANCE OF 99.01 FEET TO THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF THAT CERTAIN PROPERTY DESCRIBED IN BOOK 9, PAGE 451; THENCE N.00°18'35 "W. ALONG THE SAID WEST LINE AND ITS SOUTHERLY EXTENSION, A DISTANCE OF 261.17 FEET TO THE NORTHWEST CORNER OF SAID PROPERTY; THENCE N.89°41'25"E. ALONG THE NORTH LINE OF SAID PROPERTY, A DISTANCE OF 198.00 FEET TO THE NORTHEAST CORNER OF SAID PROPERTY; THENCE S.00°18'35"E. ALONG THE EASTERLY LINE OF SAID PROPERTY AND ITS SOUTHERLY EXTENSION, A DISTANCE OF 263.36 FEET TO THE NORTH LINE OF THAT CERTAIN PROPERTY DESCRIBED IN RECEPTION NO. 86049897; THENCE N.89°46'46"W. ALONG SAID NORTH LINE, A DISTANCE OF 99.01 FEET TO THE POINT OF BEGINNING. CONTAINING 51,946.36 SQUARE FEET OR 1.1925 ACRES, MORE OR LESS.

THE BASIS OF BEARINGS FOR THE ABOVE DESCRIBED PARCEL OF LAND IS PLATTED ON FRUITDALE PATIO HOMES TO BE N.00°09'23"W FROM THE EAST 1/4 OF SECTION 21, TWP. 3 SOUTH, RANGE 69 WEST OF THE 6TH PM TO THE NORTHEAST CORNER OF SAID SECTION, SAID EAST 1/4 BEING A 3 1/4' BRASS CAP AND POST SET IN RANGE BOX STAMPED LS 13212 PER THE MONUMENT RECORD AND THE NE CORNER BEING STAMPED LS 13212 1984 PER THE MONUMENT RECORD.

Together with certain lands to the north and east of Property which are intended to be mutually swapped through a land transfer process between the school district and the housing authority and/or city.

EXHIBIT B

DUE DILIGENCE MATERIALS

If or to the extent in the Seller's possession, or accessible to Seller:

1. All soil tests, structural engineering tests, ADA surveys, masonry tests, percolation tests, water, oil, gas or mineral assessments, tests or reports, radon, formaldehyde, PCB, asbestos or other environmental tests reports, abatement and/or containment plans, audits or reports, and site plans related to the Property. 15
2. Parking, structural, mechanical or other building reports and engineering reports or studies related to the Property and any and all plans, specifications, structural diagrams, working and as-built drawings, architectural plans or studies, grading plans, utilities drawings, topographical maps and similar data with respect to the Property.
3. Copies of any title insurance policies and surveys covering the Property in Seller's possession or control.
4. All certificates of occupancy, permits, authorizations, approvals and licenses issued by governmental authorities having jurisdiction over the Property, all certificates issued by the local board of fire underwriters (or other similar body) relating to the Property and the results of any and all inspections, investigations, tests and studies with regard to zoning, building codes and other governmental regulations or entitlement matters.
5. All documents in Seller's possession, if any, concerning water rights relating to the Property, including without limitation all rights to water wells, riparian rights, ditch rights or shares of water rights, if any.
6. Statements for utilities, if any, payable for the current calendar year, and any prior years available.
7. Copies of all insurance policies (or certificates evidencing such policies) maintained by the Seller with respect to the Property maintained by the Seller with respect to the Property.
8. A general list of any and all furniture, fixtures, and equipment that is to be excluded from the Property.
9. Any other relevant documentation, such as tax abatement agreements, easement agreements, railroad agreements, drainage agreements, special improvement or metropolitan district agreements, ground leases and the like, if applicable.

EXHIBIT C

Restrictive Covenant

THIS RESTRICTIVE COVENANT ("Covenant") is made and entered into as of the 5 day of October, 2015 by and between the **Wheat Ridge Housing Authority** (the "Authority") and Fruitdale School Partners, LLC (the "Buyer"), whose address is 10290 W. 55th Lane, #201, Arvada., Colorado 80002, together referred to as the "Parties." 14

RECITALS

A. The Authority is the owner of the real property and all appurtenances and improvements located thereon located in the County of Jefferson, State of Colorado more particularly described on **Exhibit A** attached hereto and fully incorporated herein by this reference (the "Property").

B. The Buyer is the contract purchaser of the Property.

C. As condition of the sale of the property by the Authority to the Buyer, the Authority and the Buyer have agreed that certain restrictions shall be placed upon the future use of the Property, and have further agreed that such restrictions shall take the form of this restrictive covenant, execution and recording of which is required, by the terms of the purchase contract between the Parties, and shall take place simultaneously with recording of the deed transferring the Property from the Authority to the Buyer.

NOW, THEREFORE in consideration of the above recitals, which are fully incorporated herein by this reference, and other good and valuable consideration, the delivery, receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. The word "Fruitdale" in some form shall always be made a part of the name of any school, business, or other operational facility maintained on the Property.

2. The historic qualities of the exterior of the principal building on the Property (including, without limitation, brickwork and architectural details) shall be preserved, modified and maintained in reasonable compliance with preservation standards adopted by the National Park Service and the Colorado State Historical Preservation Office in order to maintain the building's status on the national register of historic structures.

3. Buyer must diligently pursue securing all necessary entitlements, financing, etc. to commence and complete construction in a timely way. Buyer intends to use the Property for an artisanal meat company, residential apartments and other public or semi-public uses. Buyer agrees to enter into a development agreement prior to closing on the property that establishes additional timely performance benchmarks to achieve those intended uses of the Property.

4. Until such time as the renovation work on the principal building on the Property has been substantially completed and the building returned to functional use, the Buyer shall not transfer legal title to any portion of the Property (by deed, inheritance or otherwise), and the Buyer shall not mortgage or place any other lien or encumbrance on the Property, unless the same is expressly by its terms subordinate to the terms of this Covenant. Notwithstanding the foregoing, the Buyer may transfer the Property to a related entity that is wholly owned or controlled by the Buyer. Any transfer in violation of this paragraph shall be void and of no effect, and any attempt to do so shall cause the Property to revert to the Authority. 17

5. The benefits and burdens of this Covenant are acknowledged by the Parties as touching and concerning the Property, and they shall be perpetual, and shall run with the land and upon every conveyance, mortgage, lien or encumbrance thereof, and shall be binding on all successors and assigns of the Parties, unless released by written instrument executed by the Authority, acting in its sole and exclusive discretion upon a written request by the Buyer or any successor. The Parties agree that should the Authority cease to exist for any reason, all rights, obligations, benefits and burdens of the Authority herein shall be deemed to have been assumed by the City of Wheat Ridge, Colorado, as the Authority's sole legal successor in interest.

6. All interests in real property arising under this Covenant shall vest, if at all, within 21 years of the death of the last to die of the Colorado U.S. Congressional delegation in office upon the date hereof.

7. This Covenant shall be governed and construed in accordance with the laws of the state of Colorado. Venue and jurisdiction for any action arising under this covenant shall be proper and exclusive in Jefferson County, Colorado.

8. This Covenant, together with the deed to the Buyer of even date herewith conveyed by the Authority to the Buyer and recorded simultaneously herewith, constitute the whole agreement between the Parties on the subjects contained herein, and no additional or different oral representation, promise or agreement shall be binding on the Parties with respect to the subject matter of this Covenant.

9. No provision of this Covenant may be waived except by written instrument signed by the Party to be charged with such waiver. Either Party may enforce its rights under this Covenant by a civil action for injunction or specific performance or any other appropriate remedy. Failure by any Party to this Covenant to enforce any provision of this covenant shall not constitute a waiver of such provision, and no waiver by any party to this covenant of any provision of this covenant on one occasion shall constitute a waiver of any other provision or of the same provision on another occasion.

10. This Restrictive Covenant shall be filed for record with the office of the Jefferson County Clerk & Recorder.

IN WITNESS WHEREOF, the Parties have executed this Restrictive Covenant on the dates set forth below, intending that it be valid and effective from and after the date of such recording.

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WHEAT RIDGE HOUSING AUTHORITY

By: Kenneth P. Johnston
Title: Executive Director

STATE OF COLORADO
COUNTY OF JEFFERSON

)
) ss: [Signature] 20
)

The foregoing Restrictive Covenant was acknowledged before me this 5th day of November, 2015, by Kenneth P. Johnston, as Executive Director of Wheat Ridge Housing Authority.

My commission expires: July 9th, 2015.

MELISSA MACKEY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134042377
MY COMMISSION EXPIRES JULY 9, 2017

[Signature]
Notary Public

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Legal Description of the Property

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Together with certain lands to the north and east of Property which are intended to be mutually swapped through a land transfer process between the school district and the housing authority and/or city.

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Fruitdale Lofts - Hartman Ely Investments
Project Annual Cash Flows

Model Version 18
Program: 16 apartments unit including 5 affordable and 11 market rate

Calendar year	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Project Years	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
Unlevered Cash Flows																	
Income and Disposition Proceeds																	
Net Operating Income	\$ 2,618,346																
Disposition - Year 15	\$ 2,129,825																
Total Project Revenue	\$ 4,748,171																
Development Costs																	
Site Acquisition	\$(10)																
Design & Support Professional	\$(942,500)																
Permits & Fees	\$(407,100)																
Developer expenses & fee	\$(225,500)																
Soft cost contingency	\$(117,012)																
Hard Costs	\$(8,859,732)																
Hard Cost contingency	\$(266,973)																
Total Development Costs excl. Financing	\$(10,036,827)																
Unlevered Cash Flows without Subsidy	\$ (468,746)																
Yield on Cash - no subsidy	\$ (5,218,827)																
Unlevered Project IRR	-0.8%																

City of Wheat Ridge	\$ 470,000																
Wheat Ridge Housing Authority	\$ 170,000																
HOME funds - JFHCO	\$ 440,000																
Enterprise Zone Equipment Tax Credit - JFHCO	\$ 9,999																
State Historical Fund grant	\$ 0																
Temple-Build grant	\$ 0																
MTC & STC - Tax Credit Proceeds	\$ 1,725,071																
Total Subsidies & Patient Capital	\$ 3,015,070																
Cash flows Before Financing (CFBE)	\$ 2,543,324																
Yield on Total Cash after Subsidies	\$ (4,159,257)																
Unlevered Project IRR	6.8%																

Calendar year	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Project Years	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
Levered Cash Flows																	
Financing - Commercial Loans																	
Loan Proceeds	\$ 1,648,847																
Loan Costs	\$(126,678)																
Interest Reserve - operating startup	\$ 0																
Interest Only Loan Payments	\$(90,687)																
Amortizing Loan Payments	\$(1,572,811)																
Loan Repayment at Disposition	\$(1,145,279)																
Total Building Loan	\$(1,277,106)																
Annual DSCR on Commercial Loan against NOI																	
City and WRMA as capital partners																	
City of Wheat Ridge - patient capital	\$ 1,825,000																
Interest only payments (1.5% after construction)	\$(28,875)																
Repayment from Tax Credit Proceeds & Home Funds	\$(1,825,000)																
Total - CDWR patient capital	\$(28,875)																
Wheat Ridge Housing Authority - patient capital	\$ 400,000																
Interest only payments (10%, starting in Y7)	\$(70,774)																
Repayment from Home Funds & STC side	\$(400,000)																
Total - WRMA patient capital	\$(70,774)																
Cash Flows After Debt Service & Patient Capital (CFADS)	\$ 1,066,569																
Cash on Cash	\$ (702,688)																
Levered Project IRR	\$ 27.3%																
NPV @ 15%	\$ 37,778																

Fruitdale Lofts - Hartman Ely Investments
Sources and Uses, Income Tax Credit Calculations

Gross Building 17,000 sf
Net Rentable 13,755 sf

Uses

Item	Budget	% Total	Cost/GSF	Cost/NSF
Site acquisition & closing costs	\$ 10	0.0%	\$ 0.00	\$ 0.00
Design & support professionals	\$ 342,500	6.4%	\$ 20.15	\$ 24.90
Permits & Fees	\$ 407,100	7.6%	\$ 23.95	\$ 29.60
Developer expenses & fee	\$ 225,500	4.2%	\$ 13.26	\$ 16.39
Soft cost contingency	\$ 117,012	2.2%	\$ 6.88	\$ 8.51
Hard costs	\$ 3,859,732	72.3%	\$ 227.04	\$ 280.61
Hard cost contingency	\$ 266,973	5.0%	\$ 15.70	\$ 19.41
Financing Costs	\$ 116,676	2.2%	\$ 6.86	\$ 8.48
Total Development Budget	\$ 5,335,503	100.0%	\$ 313.85	\$ 387.90

Sources - initial sources used to fund construction & development

Item	Future amounts	Initial Funding Amount	% Total	Notes
Grants				
City of Wheat Ridge		\$ 470,000	8.8%	
Wheat Ridge Housing Authority		\$ 170,000	3.2%	
HOME Funds - Jefferson County	\$ 220,430	\$ 419,570	7.9%	future funds benefit operational cashflow
Enterprise Zone Equipment Tax Credit - Jefferson County	\$ 9,999	\$ -	0.0%	benefits operational cashflow
State Historical Fund grant		\$ -	0.0%	
Temple Buell grant		\$ -	0.0%	
Tax Credit Amounts				
	85% benefit			
Tax Credit Investor funding - Historic	\$ 1,642,268			Federal HITC funds may not be available (pending further, detailed review)
Tax Credit Investor funding - Solar	\$ 82,803			
85% of Historic and Solar Tax Credit amounts	\$ 1,725,071			HITC and SITC funds benefit project after construction

Patient Capital

City of Wheat Ridge - patient capital	\$ 1,925,000	36.1%
Wheat Ridge Housing Authority - patient capital	\$ 400,000	7.5%
Subtotal Subsidies & Patient Capital	\$ 3,384,570	

Debt & Equity

Commercial Loan	\$ 1,648,847	30.9%
Equity - Fruitdale School Partners	\$ 302,086	5.7%
Total Funding Sources	\$ 5,335,503	100.0%

Income Tax Credits - Historic (HITC), Solar (SITC), and Enterprise Zone (EZEITC)

	Qualifying Costs	Tax Credits	Notes
Federal Solar Income Tax Credit			
Qualifying Costs	\$ 324,718		
SITC value (30% of qualifying costs)		\$ 97,415	
Federal Historic Income Tax Credit			
Qualifying Costs	\$ 4,660,402		
HITC value (20% of qualifying costs)		\$ 932,080	
State Historic Income Tax Credit (cap of \$1,000,000 applies)			
Qualifying Costs	\$ 4,660,402		
HITC value (30% of qualifying costs with \$2M cap)		\$ 600,000	
Qualifying Costs	\$ 2,660,402		
HITC value (20% of remaining qualifying costs with \$2M cap)		\$ 400,000	
Subtotal Federal Solar & Historic and State Historic Income Tax Credits		\$ 2,029,495	
State Enterprise Zone Equipment Income Tax Credit via Jefferson County			
Qualifying Costs - apt. cabinets & appliances and solar system	\$ 333,303		reduced by SITC amounts above
EZEITC value (3% of qualifying costs)		\$ 9,999	
Total Federal and State Income Tax Credit Benefits		\$ 2,039,495	

Memorandum

TO: Mayor and City Council

FROM: Kenneth Johnstone, Community Development Director

THROUGH: Patrick Goff, City Manager

DATE: January 6, 2016 (for January 11 Study Session)

SUBJECT: Fruitdale School Redevelopment – Public Private Partnership funding request

ISSUE:

The Wheat Ridge Housing Authority (HA) acquired the historic Fruitdale School at 10803 W. 44th Avenue in early 2011. The school was built in the 1920s and is one of the last remaining school buildings designed by noted Colorado architect and developer Temple Buell. The HA has gone through several marketing and design studies to determine the feasibility of redeveloping the building/property on their own for affordable or market rate housing. Based on construction cost estimates and projected sales prices or rents for the units, no housing options were ever determined to be financially feasible for the HA to act as the developer on their own.

In 2014, the HA released a Request for Interest (RFI) soliciting developer interest in acquiring and redeveloping the property. The RFI was written in such a way that any and all potential reuses could be considered. The HA received 2 qualified responses and proceeded to initially award the project to an offshoot of the Mountain Phoenix Charter School. That group was proposing to reuse the building as a new charter high school. Those negotiations ultimately were unsuccessful and in early 2015, the HA authorized negotiations with Hartman Ely Investments (HEI), who had also submitted a proposal in response to the 2014 RFI. Also, HEI is a uniquely qualified local developer/operator of historic properties with a strong track record of similar projects, as well as in-house design skills. This has allowed them to go through multiple iterations of potential development programs and associated pro formas without incurring direct hard costs for that extensive work.

Significant effort has been invested by HEI and staff over the past 10+ months to develop a market feasible redevelopment scenario. It has been generally understood that no redevelopment/reuse of the property would be feasible without some form of public participation. An HEI affiliated entity, Fruitdale School Partners LLC (FSP) is now under contract to purchase the property, with a Purchase and Sale Agreement (PSA) having

been executed in early November, 2015.

In order for the project to move forward toward the execution of a master developer agreement, the next crucial step is to begin to “firm up” the various sources of public and private financing that the project requires. The development program for the building/property, along with the accompanying financial pro forma have been sufficiently developed to now be able to have a good sense of the magnitude of the local public subsidy that is needed for the project to move forward. The purpose of this study session is to outline the proposed development program to preserve and restore the Fruitdale School and to consider the developer’s proposed/requested local subsidy to the project in the form of both a grant and a loan.

PRIOR ACTIONS:

The City Council was briefed on the HEI proposal and the need for some level of public participation at the October 5, 2015 study session. The HA was further briefed on November 24, 2015 and passed a motion authorizing their Chair to negotiate a development agreement with Fruitdale School Partners to include a \$170,000 grant to the project along with a \$400,000 loan.

At the time of these two most recent meetings, the proposed reuse of the building included an artisanal meat processing operation in the 1950s portion of the building; up to 13 apartments in the Temple Buell 1920s building as well as a Charcuterie classroom / community room. In the intervening time, for various reasons, the development program for the site/building has changed somewhat. The new proposal is 100% housing, a mix of approximately 5 affordable units and 11 market rate units. The units are a mix of 2 and 3 bedrooms. The 3 bedroom units in particular would meet a need that has very limited supply in the Wheat Ridge market, particularly as it pertains to affordable housing.

BACKGROUND:

Following is a brief update on the tasks that the WRHA directed staff to achieve.

- Negotiate a Purchase and Sale Agreement with HSA. The PSA has been executed and was recorded at the Jefferson County Clerk’s office on November 6.
- Negotiate and execute a land swap with the Jefferson County School District. School District staff have received their board’s approval to execute such a land swap and terms of the swap have been negotiated at a staff level. The City’s Attorney has drafted a land swap agreement, which is under staff review.
- Authorize staff to initiate quiet title action to eliminate reverter clause on the property and clean up title. Quiet title action has been initiated by the City Attorney’s office with the District Court.
- Authorize staff to initiate all necessary land use entitlements and engage professional services in the amount not to exceed \$15,000.
 - *Subdivision Plat.* A title commitment has been received for both the Fruitdale property and the adjacent school property. A surveyor has been hired and is nearing completion of an improvement survey plat, required to initiate a

subdivision plat application. A subdivision plat should be ready for submittal within 30 days

- *Rezoning*. HEI has requested the rezoning process be deferred until such time as a development agreement is executed, which is anticipated in early February.
- Authorize staff to hire Economic and Planning Systems as a third-party reviewer of the development pro forma and deal points between HEI, the WRHA and the City. We have been actively engaged in meetings with all development partners, including HEI's financial representative. More discussion of that topic occurs later in this memo.

Updated Development Proposal

The basic aspects of the re-development proposal are as follows:

- Sixteen (16) units of 2 and 3-bedroom, affordable and market rate rental housing
- Fruit orchard, Temple-Buell memorial garden, parking and potential public event space in the front of the building
- In phase I, the rear of the site, as well as the roof will be used for an on-site solar power system
- A phase II potentially involving food production at the rear of the property

Page 5 of the *Redevelopment Summary* (attached) also provides a good list of major changes in the development program and pro forma since October 5, 2015.

Updated Project Pro Forma

At the time of the September WRHA meeting and the October 5 City Council study session, we had sufficient information on project financing to understand that the project had a funding "gap" that would need to be filled from a variety of sources, including City and WRHA funds, federal and state tax credits, potential federal Department of Housing and Urban Development (HUD) HOME funds, state historical fund grants, etc. The sale of various tax credits is estimated to generate approximately \$1.7M toward project costs. HOME funds have been preliminarily committed by Jefferson County in the amount of \$640,000 to cover additional redevelopment costs. Developer equity is anticipated to represent approximately \$300,000. A bank loan is estimate to cover between \$1.5M and \$2.0M in projects costs. However, there remains a gap in covering total redevelopment project costs, which are estimated at \$5.35M.

It has been the understanding that the minimum amount of local subsidy that would be needed to keep the project moving forward was \$640,000 in grant funding. At the October 5 study session, City Council discussed the potential to fill a portion of the project funding gap with a grant in the amount of \$470,000 as well as potentially being a minority owner of the property in order to defer property taxes. At their November 24 meeting, the WRHA committed to a grant of \$170,000 and a loan of \$400,000. At that time, the total estimated "bridge loan" being requested by HEI was \$3.3M; so the HA loan was only meeting a portion of that gap. A January 12, 2016 meeting of the WRHA has been scheduled to present the new development scheme and to reconfirm WRHAs commitment to the grant and loan amounts.

The current request from the City is for a \$1.925M bridge loan, proposed to be repaid in years 2 and 3 of the project through HOME funds and tax credit proceeds. The requested loan from the WRHA remains the same - \$400,000. The total estimated "bridge loan" is now approximately

\$2.325M (approximately \$1M less than estimated in late November). It is still being determined the details of when and how the WRHA loan would get repaid; however, the pro forma does assume full repayment of both loans.

Since the October 5 CC meeting, a significant amount of work has been completed by HEI and by staff to better understand the financial feasibility of repurposing the Fruitdale School building. Most of this work has involved review of the development pro forma, project cost estimates, preliminary market feasibility analyses and other deal points that will eventually be included in a development agreement among Fruitdale School Partners (FSP), the City and the WRHA. The review process has included Patrick Goff, Ken Johnstone, Lauren Mikulak and Steve Art from the City, along with our third party representative, Economic and Planning Systems. From the developer side, these negotiations have included HEI, their financial consultant, Grant Bennett with Proximity Green consulting and their property manager, Chris Maley of Pinnacle Real Estate Management (PREM).

Additional Background

Following is a summary of the property's history as a school and while under the ownership of the Wheat Ridge Housing Authority. This background information was also included in the October 5 study session memo, so is provided primarily for the benefit of the new City Council members.

The Fruitdale School building is located at 10803 W. 44th Avenue and is currently owned by the Wheat Ridge Housing Authority (WRHA). The property was deeded to the Jefferson County School District in 1883 and the first school was built on the site in 1884. This original building was destroyed by fire in the 1920s, after which noted Denver architect and developer Temple Buell designed the existing red brick school building in 1927. Additions on both sides of the building were constructed in the 1950s and the facility served as a public school until 2007.

Listed below is a timeline of events that have occurred since 2007 including the purchase of the school by WRHA and the many attempts to identify a viable end use.

- Fall 2007 – Fruitdale is decommissioned as a school in 2007 when the new Norma Anderson Preschool opens on the adjacent property. The east addition of Fruitdale is demolished to accommodate the preschool. Utilities to Fruitdale are disconnected and transferred to the new preschool, and the historic building becomes vacant.
- Spring 2008 – Jeffco Schools issues an RFP to solicit proposals for the possible sale of the building. WRHA decides to submit a proposal for renovation of the school into residential units.
- April 2008 – WRHA retains Entasis Group to complete a cost estimate for a possible residential reuse of Fruitdale. WRHA pays Entasis \$22,000 to develop conceptual plans and work specifications. Entasis completes a proposal to renovate the building into residential lofts; the cost for renovation is estimated at nearly \$1.7 million for an average cost of \$188,000 per unit for nine units.
- Fall 2008 – After exploring financing options, WRHA decides a residential reuse of Fruitdale is not feasible because of the financing requirements associated with

multifamily development. The WRHA notifies Jeffco Schools that the project is no longer considered feasible and the proposal is withdrawn.

- Summer 2010 – The Fruitdale building has remained vacant for three years, and Jeffco Schools contacts Wheat Ridge to see if the City or Housing Authority would like to reconsider purchasing the property before demolition plans are finalized.
- July 2010 – WRHA decides to commission a more detailed market analysis to assess the viability of converting the Fruitdale School into residential units.
- October 2010 – A market analysis is completed by The Genesis Group for a fee of \$4,000. The analysis considers for-sale and for-lease residential units. The results of the analysis again indicate that a residential reuse is not financially viable, particularly given the economic and multifamily housing market conditions at that time. The Housing Authority decides again not to pursue acquisition of Fruitdale.
- November 2010 – WRHA sends a letter to Jeffco Schools indicating they are not interested in purchasing the building.
- February 2011 – The school district prepares the building for demolition. The Mayor, with support from Colorado Preservation Inc. (CPI) staff, approaches Jeffco Schools about the possibility of WRHA purchasing the building to save it from demolition.
- April 2011 – After several months of negotiation, the Housing Authority ultimately purchases Fruitdale School for \$112,000—the same price which Jeffco Schools had already paid for environmental remediation in preparation for demolition. A portion of the new preschool’s playground remains on the land deeded to WRHA.
- Fall 2011 – The interior of the school has deteriorated because of a lack of climate control and a leaking roof during the four years of sitting vacant. WRHA decides to install a new roof, and the building is weatherized for a cost of \$110,000.
- Spring 2012 – Based on an application submitted by CPI, a \$15,000 non-matching grant is received from the State Historic Fund (SHF) for completion of a Historic Structure Assessment (HSA). Slaterpaul Architects is hired to prepare the HSA.
- December 2012 – The HSA is completed and identifies \$2.2 million in deficiencies; these would need to be addressed simply to make the building habitable, without any major interior changes to the building configuration or tenant finish work.
- Spring 2013 – WRHA applies for and receives a second SHF grant in the amount of \$43,000. This includes a required 25% match of \$11,000 from WRHA, and allows for the preparation of construction documents as identified in the HSA.
- March 2013 – After applying for historical landmark designation, Fruitdale School is approved to be included on the National Register of Historic Places and the Colorado State Register of Historic Properties.
- December 2013 – WRHA retains Butler Burgher Group to complete a valuation and market analysis that explores possible reuse options (condos, apartments, office, retail, industrial, etc.) and quantifies the feasibility of each. The market study assumes that deferred maintenance (\$2.2 million) has already been addressed and considers the

renovation costs and stabilized values for each type of land use. The market study concludes that no specific land use is considered a “highest and best use,” and any potential reuse would likely have a funding gap of \$1.5 to \$1.75 million dollars. If redevelopment is desired, the study recommends a partnership with the City. Alternatively, it recommends demolition as the most objective, financially feasible option, although this too would be at a loss given the land value is less than the combined costs of demolition and the Authority’s investment to date.

- March 2014 – WRHA publishes a Request for Interest (RFI) to solicit reuse proposals from the development community.
- July 2014 – Three proposals are received in response to the RFI, and the Housing Authority selects a proposal from Mountain Phoenix Charter School for an expansion of their charter school into Fruitdale. A purchase and sale agreement is executed in October.
- January 2015 – After several months of due diligence, the charter school terminates the purchase and sale agreement.
- February 2015 – The Housing Authority offers another RFI respondent, Hartman Ely Investments (HEI), an opportunity to present their redevelopment proposal.
- April 2015 – HEI presents a preliminary reuse proposal to WRHA and is granted an exclusive four-month period to conduct due diligence.
- September 22, 2015 – HEI presents an updated \$6 million redevelopment proposal to WRHA. The Authority approves a motion directing staff to negotiate a purchase and sale agreement with HEI.
- October 5, 2015 – HEI presents the development proposal to City Council at a study session and discussed the need for a \$470,000 grant from the City.
- November 6, 2015 – Recording of PSA between WRHA and FSP.
- November 24, 2015 – WRHA passes a motion authorizing their financial participation in the amount of a \$170,000 grant and a \$400,000 loan.

FINANCIAL IMPACT:

Updated Project Pro Forma (refer to p. 10 of the Redevelopment Summary for a pro forma summary)

Over the past 3 months, the project pro forma has been substantially expanded in detail and most importantly has been projected out in time over a period of 15 years, as is typical in analyzing a real estate investment project. Project costs have also been further developed with the use of an architect and general contractor. Apartment rents and property operating expenses have been researched and provided by HEI’s property manager (PREM).

Further work has also occurred in regards to securing additional sources of gap funding sources.

- Jefferson County Community Development has provided a preliminary commitment letter for \$640,000 in HOME funds over the course of 2015, 2016 and 2017. The 2015 HOME commitment has increased from \$200,000 to \$420,000, primarily due to this project’s ability to implement quickly.

- Preliminary commitment letters have been provided to sell the Historic Preservation and Solar Power tax credits to investors.
- A solar power subsidy has been awarded by Xcel Energy (in addition to the solar tax credits).
- Talks are ongoing with banks that would provide a bank loan for a portion of project costs.
- Additional grants will be pursued, but will be undetermined until after a development agreement is proposed to be executed. However, the first of those is a detailed application to the State Historical Fund, which is due on April 1, 2016 and will take substantial time to prepare after the development agreement is executed. Additional HOME funds on top of the \$640,000 already committed are also possible after the development agreement is executed.

The long term “gap” in the project pro forma continues to be \$640,000. Additionally, based on the timing of various aspects of the project pro forma, there is a significant short term need for a bridge loan, which is being asked to be filled by the City and WRHA. The total bridge loan need is approximately \$2,300,000 (\$1,925,000 of which is requested from the City and would need to be taken from the City’s restricted reserves).

The developer and project team have proposed that bridge loan could be funded with \$400,000 in WRHA reserves and \$1,925,000 from the City. All of these amounts would be paid back to the City and WRHA over time, leaving the out of pocket public contribution to the project at \$640,000, as follows:

- City’s loan will be paid back initially in 2017 and 2018 in the amount of approximately \$1,925,000 as the developer (FSP) receives \$200,000 in HOME funds and approximately \$1,725,000 in tax credits sale proceeds.
- The terms under which WRHA would be repaid are still being negotiated. However, the goal is to have them repaid no later than year 15, including interest at a reasonable rate beginning in year 7, and preferably, pay back would be much sooner.

The rationale for the timing of these repayments is as follows:

- City has a need to be re-paid more quickly due to significant costs for the local match portion of the Wadsworth reconstruction project, beginning in 2018/1019.
- WRHA during a study session in 2015 came to a general consensus that for the time being, they were not in a position to convert SF homes into owner-occupied affordable housing due the very tight and expensive housing market. As a result, there is no short term identified use for the approximately \$645,000 the WRHA currently has in their bank accounts.

RECOMMENDATIONS:

Public Benefits

HEI has provided a general description of the diverse public benefits to be derived through this public/private redevelopment (p. 5 of the Redevelopment Summary). From a HA perspective, these benefits importantly include the provision of affordable housing, which is at the core of the HA’s mission. That said, the more general public benefits include: preservation of a significant historic structure and the development of unique market rate housing in an area of the City that

would benefit from additional real estate investment.

Conclusions

HEI remains very committed to the redevelopment of the Fruitdale school property and have continued to expend significant time and money to that end. Their stated desire is to negotiate necessary Development Agreements with the City and WRHA between now and the end of January or early February in order to keep moving forward on this redevelopment effort. HEI needs to begin construction on solar panels in order to have those completed in the fall of 2016 and realize approximately \$340,000 in reduced utility costs and utility company REC payments, which are critical components of the pro forma in addition to the solar tax credits.

Based on preliminary direction from City Council that will be provided at the study session, staff has tentatively scheduled the February 8 regular business meeting to take action on a more formal commitment to public financial participation on the project.

It is important to note that any action taken by City Council to commit to public financial participation in this project is but a first step in a series of steps that would occur over the next 6 months, when a closing on the project is anticipated. A series of milestones would need to be achieved prior to any public money actually being spent on the project. These milestones would include:

- Execution of a development agreement defining obligations of the City, the WRHA and the Developer
- Preliminary approval by state and federal agencies to validate the eligibility for historic preservation tax credits
- Finalization of commitment from tax credit investors
- Finalization of a private bank loan
- Finalization of commitment of HOME funds
- Finalization of construction drawings and approval of a building permit, reducing risk associated with project construction costs

Each of these milestones, when achieved, has the result of reducing the risk of the project defaulting on paying its loan from the City. It is also important to note that no public moneys will be spent until FSP closes on the acquisition of the property; and then incremental payments will be made upon actual progress on construction. The final payment will not occur until the project has achieved substantial completion, at which point the building and site will have been transformed into a unique, mixed income, loft style housing project that would be the first of its kind in Wheat Ridge.

ATTACHMENTS:

1. HEI Redevelopment Summary

REQUEST FOR CITY COUNCIL ACTION

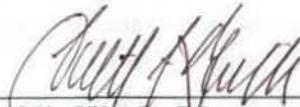


TITLE: MOTION TO AWARD THE 2016 CRACK SEAL PROJECT TO PRECISE STRIPING, LLC, FREDERICK, COLORADO, IN THE AMOUNT OF \$116,400, WITH A CONTINGENCY AMOUNT OF \$5,820, AND AUTHORIZE THE DIRECTOR OF PUBLIC WORKS TO ISSUE CHANGE ORDERS UP TO A TOTAL CONTRACT AND CONTINGENCY AMOUNT OF \$122,220

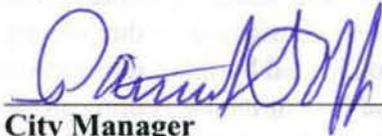
- PUBLIC HEARING
 BIDS/MOTIONS
 RESOLUTIONS

- ORDINANCES FOR 1ST READING
 ORDINANCES FOR 2ND READING

QUASI-JUDICIAL: YES NO



Public Works Director



City Manager

ISSUE:

Each year, the City conducts crack sealing on selected streets as part of the on-going preventive maintenance program. The 2016 Crack Seal Project will provide street maintenance throughout the City by priority. The crack filling treatment will reduce water infiltration under the pavement and extend the pavement life of these streets as part of the on-going maintenance program. This project is the first of the three preventive maintenance projects that the City will implement this year, the other two being the slurry seal and asphalt overlay projects. The apparent low responsible and responsive bidder is Precise Striping, LLC, Frederick, Colorado, in the total amount of \$116,400.

PRIOR ACTION:

None

FINANCIAL IMPACT:

Funding for the 2016 Crack Seal Project has been approved in the Preventive Maintenance Projects line item of the 2016 Capital Investment Program (CIP) budget. Performing this project will extend the useful life of the streets treated. Costs associated with the base bid will be paid from CIP Budget Account Number 30-303-800-884.

BACKGROUND:

Formal bids for the 2016 Crack Seal Project, #S-PM-02-16, ITB-16-06, were opened on February 9, 2016. Five bids were received. Three bids were found to be within the Engineering estimate and advertised budget range and two were above. The project is to provide crack sealing to streets throughout the City by priority. The proposals ranged from \$116,400 to \$174,500. The engineer's estimate was \$128,900. The apparent lowest responsible bid was received from Precise Striping, LLC, Frederick, Colorado, with a bid amount of \$116,400.

The company's references and experience were evaluated by Public Works staff as a basis for recommendation. As a result, the lowest responsible and qualified bidder is Precise Striping, LLC, Frederick, Colorado, with the bid amount of \$116,400.

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

RECOMMENDATIONS:

Based upon the contractor's low bid and demonstrated capabilities and experience on previous City projects, staff recommends the bid award to Precise Striping, LLC. A 5% contingency amount of \$5,820 is requested for the cost of other items related to the project.

RECOMMENDED MOTION:

"I move to award the 2016 Crack Seal Project, to Precise Striping, LLC, Frederick, Colorado, in the amount of \$116,400, with a contingency amount of \$5,820 and that the Director of Public Works be authorized to issue change orders up to a total contract and contingency amount of \$122,220."

Or,

“I move to deny the award of the 2016 Crack Seal Project, to Precise Striping, LLC, Frederick, Colorado, for the following reason(s) _____.”

REPORT PREPARED/REVIEWED BY:

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

ATTACHMENTS:

1. Bid Tabulation Sheet

Subject to review for completeness and accuracy.



PROJECT: ITB-16-06
PROJECT NAME: 2016 CRACK SEAL PROJECT
DUE DATE/TIME: TUESDAY, FEBRUARY 9, 2016 BY 1 P.M. LOCAL TIME

REQUESTED BY: RUSS HIGGINS, ENGINEERING DEPARTMENT
JM **OPENED BY: JENNIFER NELLIS, PURCHASING AGENT**
CR **WITNESSED BY: CINDY RAILO, PURCHASING TECHNICIAN**

ALLOWED VENDOR (PRIME)	A-1 Chip Seal	All Pro Pavement Services	Coatings, Inc.	Foothills Paving & Maintenance	Precise Stripping, LLC
LOCATION	Denver, CO	Fort Collins, VO	Arvada, CO	Fort Collins, CO	Frederick, CO
BIDDER ACKNOWLEDGEMENT FORM	Yes	Yes	Yes	Yes	Yes
ACKNOWLEDGE ADDENDUM (1)	Yes	Yes	Yes	N/A	Yes
CONTRACTOR'S QUALIFICATION FORM	Yes	Yes	Yes	Yes	Yes
NON-DISCRIMINATION ASSURANCE FORM	Yes	Yes	Yes	Yes	Yes
ILLEGAL ALIEN COMPLIANCE	Yes	Yes	Yes	Yes	Yes
LIST OF SUB-CONTRACTORS	Yes	Yes	Yes	Yes	Yes
KEEP JOBS IN COLORADO	Yes	Yes	Yes	Yes	Yes
NON-COLLUSION AFFADAVIT	Yes	Yes	Yes	Yes	Yes
BID BOND	Yes	Yes	Yes	Yes	Yes
PRICING SCHEDULE	Yes	Yes	Yes	Yes	Yes
408 CRACK SEAL - 100,000 LB	\$164,000.00	\$144,000.00	\$128,000.00	\$138,000.00	\$108,400.00
626 MOBILIZATION - 1LS	\$1,000.00	\$800.00	\$1,600.00	\$550.00	\$2,500.00
630A ARROW BOARD - 10 DAY	\$1,000.00	\$2,000.00	\$2,500.00	\$650.00	\$500.00
603B TRAFFIC CONTROL MNGMNT - 1LS	\$8,500.00	\$27,000.00	\$9,900.00	\$2,650.00	\$5,000.00
TOTAL AMOUNT OF BID:	\$ 174,500.00	\$ 173,800.00	\$ 142,000.00	\$ 141,850.00	\$ 116,400.00

Attachment 1

REQUEST FOR CITY COUNCIL ACTION

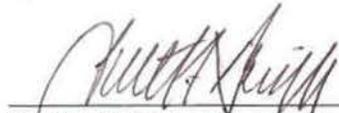
TITLE: MOTION TO APPROVE THE SLURRY SEAL PROJECT CONTRACT RENEWAL WITH A-1 CHIPSEAL COMPANY, DENVER, CO IN THE AMOUNT OF \$114,865 AND TO APPROVE A CONTINGENCY AMOUNT OF \$5,750 AND THAT THE DIRECTOR OF PUBLIC WORKS BE AUTHORIZED TO ISSUE CHANGE ORDERS UP TO A TOTAL CONTRACT AND CONTINGENCY AMOUNT OF \$120,615

- PUBLIC HEARING
 BIDS/MOTIONS
 RESOLUTIONS

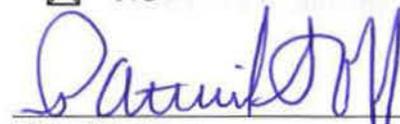
- ORDINANCES FOR 1ST READING
 ORDINANCES FOR 2ND READING

QUASI-JUDICIAL: YES

NO



Public Works Director



City Manager

ISSUE:

The 2016 Slurry Seal Project will provide needed maintenance treatment to various local streets throughout the City. The slurry seal treatment will rejuvenate the wearing course and reduce water infiltration under pavements. The treatment will also extend the pavement life of these streets as part of the ongoing maintenance program. This project is the second of three preventive maintenance projects that the City will implement this year. The other two projects are the crack seal and overlay projects. Staff has successfully negotiated the contract renewal with A-1 Chipseal Company, Denver, Colorado, in the total amount of \$114,865 to treat a number of selected streets slated for 2016.

PRIOR ACTION:

Original contract was approved by City Council on July 13, 2015 to perform the 2015 Slurry Work, ITB-15-14.

FINANCIAL IMPACT:

Funding for 2016 Slurry Seal Project was approved in the Preventive Maintenance Projects line item of the 2016 Capital Improvement Program. All costs associated with this contract will be paid from account number 30-303-800-884.

BACKGROUND:

A-1 Chipseal Company was selected for the 2015 slurry seal project by the City's procurement process as being the lowest responsive and responsible bidder. The 2015 contract was set up to award the project for 2015 with the option to renew for two (2) additional one-year periods subject to the Contractor providing satisfactory performance during the previous contract period. During this option period, in November of 2015, the City gave written notification to the contractor following the established procedure to exercise its option to renew. Staff has subsequently negotiated contract prices that are acceptable for the proposed work in the total amount of \$114,865. The engineer's estimate is \$134,383.75. A 5% contingency amount of \$5,750 is requested for the cost of other items related to the project.

RECOMMENDATIONS:

Based upon the contractor's demonstrated capabilities and experience on previous projects and favorable pricing, Staff recommends renewing its contract with A-1 Chipseal Company to perform the 2016 Slurry Seal work.

RECOMMENDED MOTION:

"I move to approve the Slurry Seal Project contract renewal with A-1 Chipseal Company, Denver, CO in the amount of \$114,865, with a contingency amount of \$5,750 and that the Director of Public Works be authorized to issue change orders up to a total contract and contingency amount of \$120,615."

Or,

"I move to deny the approval of the Slurry Seal Project contract renewal with A-1 Chipseal Company, Denver, CO for the following reason(s) _____."

REPORT PREPARED/REVIEWED BY:

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

ATTACHMENTS:

1. A-1 Chipseal proposal, dated December 7, 2015
2. Project Map



December 7, 2015

Jennifer Nellis, CPPB
Purchasing Agent
City of Wheat Ridge

Jennifer,

In regards to your request to renew the 2015 Slurry Seal Project for the upcoming 2016 season we offer the following.

Due to the reduction of quantities you've proposed for next years' project we will be forced to increase our unit pricing across the board for the items identified. I have attached our revised proposal, please contact me if you have any questions or concerns. Thank you for considering A-1 Chip Seal for your project.

Sincerely;

A handwritten signature in black ink, appearing to read "John Johnson", written over a horizontal line.

John Johnson
Project Manager/ Estimator
A-1 Chip Seal Company

Attachment 1



www.a-1chipseal.com

Customer	Attention	Date
Wheat Ridge, City of	Russ Higgins	12/07/15
7500 W. 29th Avenue	(303) 235-2869	Proposal #
Wheat Ridge, CO 80033-	rhiggins@ci.wheatridge.co.us	20467
Proposal for	Fax: (303) 235-2857	
Wheat Ridge, City of - 7500 W. 29th Avenue - Wheat Ridge		

Item#	Description	Qty/Unit	Unit Price	Total Price
Option# 1 Project # S-PM-03-15 ITB -15-14				
403	HMA Patching CIP 6" (PG 64-22)	100 SY	\$83.50	\$8,350.00
409	Slurry Seal	51,675 SY	\$1.80	\$93,015.00
626	Mobilization	1 LS	\$6,500.00	\$6,500.00
630	Traffic Control Management	1 LS	\$5,000.00	\$5,000.00
720	Materials Testing	1 LS	\$2,000.00	\$2,000.00
Accepted _____			Total for Option# 1	\$114,865.00

Additional Charges If Required:

This Proposal is based on one Mobilization.

Notes:

*Work shall be completed in the same year work was proposed, during the Slurry Seal season (May thru September)

*Prices include all traffic control, signage, temporary tabs, and citizen notification

Price includes aggregate material from Asphalt Paving Company, Raiston Quarry out of Golden, Colorado.

*A-1 Chipseal Company will not be responsible for damage caused by snow plow removal equipment.

*This is a unit price proposal, final billing will be based on final in place quantities.

**All Asphalt Patching, Concrete, and Subgrade Prep/Scarify work WILL require Utility Locating. Locates can take anywhere from 1-3 days to be completed per Colorado 611 guidelines.

See attached terms and conditions

Accepted by: _____ Date: _____ Estimator: John Johnson

Accepted by: _____ Date: _____

John Johnson
(720) 540-8277
Jjohnson@a-1chipseal.com

Authorized Agent(s)

Phone: 303.464.9267 Fax: 303.464.9261

2001 West 64th Lane - Denver, CO 80221

A-1 Chipseal Co. & Rocky Mountain Pavement, LLC is an Equal Employment Opportunity Employer.

2016 SLURRY SEAL PROGRAM

STREET NAME	SEGMENT	SLURRY SEAL
W 44 th PL.	Parfet St. East to Dead End	1,250 SY
Parfet St.	W 44 th Ave. South to Dead End	2,750 SY
Newcomb St.	W 44 th Ave. South thru C-D-S	1,550 SY
Lee St.	W 44 th Ave. North to Dead End	1,675 SY
Jellison St.	W 44 th Ave. South to Dead End	3,500 SY
Dover St.	W 44 th Ave. to W 38 th Ave.	7,225 SY
W 39 th Ave.	Dover St. to Dudley St.	870 SY
Estes St.	W 41 st Ave. to W 38 th Ave.	3,130 SY
Balsam St.	W 41 st Ave. to W 44 th Ave.	4,300 SY
Brentwood St	W 41 st Ave. to W 40 th Ave.	1,025 SY
W 42 nd Ave.	Yarrow St West thru C-D-S	1,400 SY
Yarrow St.	W 42 nd Ave. to W 44 th Ave.	2,400 SY
Yukon Ct.	W 38 th Ave South thru C-D-S	1,650 SY
Allison St.	W 38 th Ave. to W 35 th Ave.	4,575 SY
W 35 th Ave.	Allison St. to Wadsworth Blvd.	3,675 SY
Allison Ct.	W 38 th Ave. South thru C-D-S	4,125 SY
Independence St.	W 38 th Ave. thru W 37 th Ave.	2,675 SY
W 37 th Ave.	Independence St to Johnson St.	1,950 SY
W 36 th Ave.	Independence St to Johnson St.	1,950 SY

REQUEST FOR CITY COUNCIL ACTION



TITLE: MOTION TO APPROVE APPOINTMENTS TO BOARDS AND COMMISSIONS

- PUBLIC HEARING
 BIDS/MOTIONS
 RESOLUTIONS

- ORDINANCES FOR 1ST READING
 ORDINANCES FOR 2ND READING

QUASI-JUDICIAL:

YES

NO

Janelle Shaver
City Clerk

Datum Off
City Manager

ISSUE:

Board and Commission vacancies were advertised in the Wheat Ridge Transcript, Channel 8, Facebook, and the City's Website. Current members were contacted by mail and asked if they wanted to serve another term. Applications were received and compiled by the Clerk's Office with notification to Council on the status.

FINANCIAL IMPACT:

None

BACKGROUND:

March of the current year is the annual renewal period for Board and Commission appointments.

RECOMMENDATIONS:

See attachments for detailed list of district appointments and applicants.

RECOMMENDED MOTION:

"I move to appoint _____ to the _____
Board/Commission: term to expire _____ (see attachment 1).

REPORT PREPARED/REVIEWED BY:

Kelly K. Stevens, Deputy City Clerk
Patrick Goff, City Manager

ATTACHMENTS:

1. 2016 Board and Commission Appointments by District
2. Staff Report from Kelly Stevens, dated February 8, 2016
3. Current Board and Commission Roster, dated January 26, 2016
4. Detailed appointments by position and District
5. Board and Commission applications

2016 BOARD AND COMMISSION APPOINTMENTS BY DISTRICT

DISTRICT I

I move to appoint:

_____ to the Board of Adjustment, term ending 3/2/19

_____ to the Liquor Authority Board, term ending 3/2/19

_____ to the Parks & Recreation Commission, term ending 3/2/19

_____ to the Planning Commission, term ending 3/2/19

DISTRICT II

I move to appoint:

_____ to the Board of Adjustment, term ending 3/2/19

_____ to the Building Code Advisory Board, term ending 3/2/19

_____ to the Liquor Authority Board, term ending 3/2/19

_____ to the Planning Commission, term ending 3/2/19

DISTRICT III

I move to appoint:

_____ to the Cultural Commission, term ending **3/2/17(filling a term)**

_____ to the Cultural Commission, term ending **3/2/18(filling a term)**

_____ to the Liquor Authority Board, term ending 3/2/19

_____ to the Planning Commission, term ending 3/2/19

DISTRICT IV

I move to appoint:

_____ to the Cultural Commission, term ending 3/2/17 **(filling a term)**

_____ to the Liquor Authority Board, term ending 3/2/19

_____ to the Planning Commission, term ending 3/2/18**(filling a term)**

Board of Adjustment Alternate

_____ to the Board of Adjustment Alternate Position, term ending 3/2/2019

AT-LARGE

I move to appoint:

_____ as the Jeffco Library Liaison, term ending 3/2/2018



Memorandum

TO: Mayor Jay and City Council
THROUGH: Janelle Shaver, City Clerk
FROM: Kelly K. Stevens, Deputy City Clerk
DATE: February 8, 2016
SUBJECT: Annual Board and Commission Appointments

Introduction

As of March 2, 2016 the terms of 11 current Board and Commission members of the City of Wheat Ridge will expire. Along with that, we have had various resignations opening up 5 additional spots.

Background

At this time of each year, the City advertises for citizens that might be interested in volunteering on one its Boards or Commissions. We advertise for three weeks in the Wheat Ridge Transcript, on our City website, the City's Facebook page, and on Channel 8. At the same time, the City Clerk's Office sends out letters to current Board & Commission members that will have their terms expire on March 2, 2016 to see if they are interested in seeking reappointment.

Action Requested and Next Steps

All Council districts have openings that need to be filled. I am asking Council to review the attached spreadsheet and applications and decide who to appoint.

It is slated on the Agenda for Council to appoint the candidates at the February 22nd City Council meeting. If more time is needed for decisions, the agenda item could be moved to the first meeting in March (3/14.)

We have one At-Large opening - the Jeffco Library Liaison, on which all Council Members will need to decide. We have not received any applications for either position.

Incumbent candidates hopefully understand that asking for reappointment does not guarantee them the spot. As always, City Council and the Mayor always have the option of choosing another applicant.

Attachments

- Board and Commission Listing Dated January 26, 2016
- Spreadsheet with overview of openings and applicants
- All applications

**BOARDS, COMMISSIONS, COMMITTEES
CITY OF WHEAT RIDGE**

UPDATED January 26, 2016

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

BOARD OF ADJUSTMENT

Meets 4th Thursday, 7:00 p.m., Council Chambers, Municipal Building

3/02/16	Betty Jo Page	I	6185 W. 29 th Ave.	80214	303-232-9105
3/02/18	Dan Bradford	I	6900 W. 29th Avenue	80033	303-238-3351
3/02/17	Lily Griego	II	4465 Ingalls St.	80033	303-431-6982
3/02/16	David Kuntz	II	3244 Taft Court	80033	303-304-6049
3/02/17	Thomas L. Abbott	III	10780 W. 35 th Ave.	80033	303-233-9655
3/02/18	Janet Bell	III	10095 W. 34 th Ave.	80033	303-235-0320
3/02/18	Sally Banghart*	IV	2909 Depew St.	80214	303-232-5137
3/02/17	Paul M. Hovland	IV	4090 Everett St.	80033	303-456-9033
	ALTERNATES				
3/02/16	Rocco Germano	AL	6410 W. 47th Ave	80033	303-902-1202
3/02/17	Larry Richmond	AL	4455 Carr St.	80033	303-423-8245
3/02/17	Michael Griffeth	AL	8833 W. 32 nd Pl.	80033	303-237-4346

BUILDING CODE ADVISORY BOARD

Meets 2nd Wednesday, 9:00 a.m. as needed.

3/02/17	Karen Berry	I	6275 W. 35 th Ave	80033	303-249-4570
3/02/16	VACANT	II			
3/02/18	Ronald Abo	III	45 Hillside Dr.	80215	303-202-3537
3/02/18	John Kellow	IV	4740 Parfet St.	80033	303-525-4663
3/02/17	Nathan Hoppe	AL	7000 W. 35 th Ave.	80033	720-339-7213

CULTURAL COMMISSION

Meets the 2nd Wednesday of every month at 6:00 p.m. at the W.R.Rec Center, 4005 Kipling St.

3/2/18	Ronald Gehauf	I	2890 Newland St.	80214	303-232-5542
3/2/17	Diane Robb	I	7003 W. 35 th Ave.	80033	303-431-4251
3/2/17	Milly Nadler	II	4710 Reed St.	80033	303-319-0690
3/2/18	Jill Shannon	II	4525 Carr St.	80033	303-596-4462
3/2/17	VACANT	III		80033	
3/2/18	VACANT	III		80033	
3/2/17	Sandra Nance	IV	4097 Field Drive	80033	303-422-4112
3/2/17	VACANT	IV		80033	
3/2/18	Gay Porter DeNileon	AL	7140 W. 33 rd Ave.	80033	303-274-4066

Attachment 3

*Denotes member appointed to vacancy in another district

ELECTION COMMISSION

Meets as required

12/12/17	Wanda Sang	AL	3865 Pierce St	80033	303-431-8390
12/12/17	Nancy Snow	AL	11155 W. 40 th Ave	80033	303-422-2059

HOUSING AUTHORITY

Resolution 01-2001: appointed by Mayor-ratified by Council (Five Year Term)

Meets 4th Tuesday 4:00 p.m., City Council Chambers

3/2/16	Tim Fitzgerald	CC			
3/2/18	Jennifer Walter	I	2890 Quay St.	80033	303-906-8855
3/2/19	Chad Harr	II	7190 W. 48 th Ave.	80033	303-489-5748
3/2/17	Thomas L. Abbott	III	10780 W. 35 th Ave.	80033	303-233-9655
3/2/20	Janice Thompson	IV	12290 W. 42 nd Ave.	80033	303-423-6279

JEFFERSON COUNTY LIBRARY BOARD LIAISON

3/2/18	VACANT	AL			
--------	--------	----	--	--	--

LIQUOR LICENSING AUTHORITY

Meets 2nd and 4th Thursday, 9:00 a.m., Council Chambers, Municipal Building

3/2/18	Carolyn Peterson	I	7235 W. 26 th Avenue	80033	303-374-3871
3/2/16	Robert Aldredge	I	2890 Lamar	80214	303-237-2582
3/2/16	Anthony Davia	II	8295 W. 38 th Ave.	80033	303-424-3561
3/2/18	Elizabeth Nazarenius	II	4660 Otis Street	80033	303-883-4535
3/2/16	John Miks	III	9855 W. 34 th Dr.	80033	303-238-7039
3/2/18	Paul Shaver	III	8890 W. 35 th Ave.	80033	303-238-4937
3/2/18	Bruce McIntyre	IV	4080 Reed Street	80033	303-422-2321
3/2/16	Claudia Worth	IV	4650 Oak St.	80033	303-467-0023

PARKS & RECREATION COMMISSIONMeets 3rd Wednesday, 7:00 p.m., Wheat Ridge Recreation Center, 4005 Kipling St.

3/02/16	Tara Jahn	I	3620 High Ct.	80033	802-318-7191
3/02/18	David Feiertag	I	3270 Ames Street	80212	303-445-1618
3/02/18	Charles Spielman	II	4040 Jay St.	80033	303-424-4000
3/02/17	Patricia Ennis	II	7030 W. 42 nd Ave.	80033	303-432-1025
3/02/18	Guy Nahmiach	III	3650 Ward Road	80033	303-362-0818
3/02/17	Kathy Koniz	III	10100 W. 33 rd Ave.	80033	303-238-3904
3/02/17	Christine Taraskiewicz	IV	4567 Everett Ct.	80033	303-903-2547
3/02/17	Liz Veeder	IV	4181 Everett Dr.	80033	303-882-9707

*Denotes member appointed to vacancy in another district

PLANNING COMMISSIONMeets 1st and 3rd Thursday, 7:00 p.m., Council Chambers, Municipal Building

3/02/18	Dirk Boden	I	3212 Chase Street	80212	720-217-7206
3/02/16	Alan Bucknam	I	3300 Ingalls St.	80033	303-238-8368
3/02/17	Steve Timms	II	3850 Eaton St.	80212	303-476-0068
3/02/16	Scott Ohm	II	3860 Allison Circle	80033	303-872-7807
3/02/16	Emery Dorsey	III	8866 W. 32 nd Place	80033	303-239-6803
3/02/18	Amanda Weaver	III	11100 W. 38 th Ave.	80033	303-725-8748
3/02/18	Vacant	IV	.	80033	
3/02/17	Donna Kimsey	IV	3920 Holland Street	80033	303-421-6118

RENEWAL WHEAT RIDGE**Ordinance 709-appointed by Mayor-ratified by Council (Five Year Term)**

Meets the 1st and 3rd Tuesday of Every Month @ 6:00 p.m.

And/or as needed.

Nov/18	Jesse Hill	I	2995 Chase St.	80214	303-725-9530
Nov/20	James Bahrenburg	II	7505 W. 47 th Ave.	80033	303-940-1111
Nov/19	Tim Rogers	III	10495 W. 35 th Pl.	80033	303-279-8003
Nov/16	Janet M. Leo	IV	9815 W. 41 st Pl	80033	303-431-7859
Nov/17	Shane Nicholson	AL	3833 Allison Cr.	80033	303-291-1105
Nov/17	Walt Pettit	AL	3930 Eaton St.	80212	303-425-4124
Nov/16	Kristi Davis	AL	City Council		

WHEAT RIDGE ACTIVE ADULT CENTER COMMITTEE

Appointed by Mayor

Meets second Monday of every other month at the Active Adult Center at 9:00 a.m.

JAN/16	Wendell Gadd	II	8233 W. 38 th Pl.	80033	303-238-0727
JAN/16	Linda Kelm	II	4340 Vance St. #106	80033	303-988-8403
JAN/17	Sylvia Hernandez	II	4340 Vance St. #219	80033	303-424-9216
JAN/17	Gus Allen	II	6033 W. 39 th Avenue	80033	303-589-6349
JAN/17	Betty Jo Page	I	6185 W. 29 th Ave.	80214	303-232-9105
JAN/16	Heidi Donat	III	3745 Yukon Ct.	80033	303-986-0025
JAN/16	Caroline Mallory	II	4001 Marshall St.	80033	303-423-0341
	VACANT				
	VACANT				

Justin Lampe – Recreation Supervisor, 303-205-7509

*Denotes member appointed to vacancy in another district

2016 Board Commissions Appointments

Term Ending	BOARD	DISTRICT	Current Member	Address	Zip	ltr mailed	Reapplied?	OTHER APPLICANTS
3/2/2019	Board of Adjustment	AL	Rocco Germano	6410 W 47th Avenue	80033	1/25/2016	Yes	
3/2/2019	Board of Adjustment	I	Betty Jo Page	6185 W. 29th Avenue	80214	1/4/2016	Yes	
3/2/2019	Liquor Licensing Authority	I	Robert Alldredge	2890 Lamar	80214	1/4/2016	Yes	
3/2/2019	Parks & Recreation Commission	I	Tara Jahn	3620 High Court	80033	1/4/2016	No	none
3/2/2019	Planning Commission	I	Alan Bucknam	3300 Ingalls Street	80033	1/4/2016	Yes	David Kueter Bud Starker Nichole Carter
3/2/2019	Board of Adjustment	II	David Kuntz	3244 Taft Court	80033	1/25/2016	Yes	
3/2/2019	Liquor Licensing Authority	II	Anthony Davia	8295 W 38th Avenue	80033	1/4/2016	Yes	
3/2/2019	Planning Commission	II	Scott Ohm	3860 Allison Circle	80033	1/4/2016	Yes	
3/2/2019	Liquor Licensing Authority	III	John Miks	9855 W 34th Drive	80033	1/4/2016	Yes	
3/2/2019	Planning Commission	III	Emery Dorsey	8866 W 32nd Place	80033	1/4/2016	Yes	Lisa Hollenbeck
3/2/2019	Liquor Licensing Authority	IV	Claudia Worth	4650 Oak Street	80033	1/4/2016	Yes	
VACANCIES								
Term Ending	BOARD	DISTRICT						
3/2/2018	Jeffco Library Liaison	AL						
3/2/2019	Building Code Advisory Board	II						Robert Phillips, Derek Thiess
3/2/2017	Cultural Commission	III						Bobbi Rubingh Jerith Gronski
3/2/2017	Cultural Commission	IV						Luci Kiwimagi (Dist II) Tracy Langworthy
3/2/2018	Planning Commission	IV						Janet Leo
Member Currently Serving highlighted in blue								

ATTACHMENT 4



RECEIVED FEB ⁵~~4~~ 2016

RECEIVED FEB 05 2016

Board and Commission Application

APPLICATION FOR APPOINTMENT TO THE:

Robert Phillips Building Code Advisory Board
(Board/Commission/Committee)

DATE: 02/05/2016 DISTRICT: 2

HOW LONG HAVE YOU BEEN A RESIDENT OF WHEAT RIDGE: 1 year

ARE YOU A REGISTERED VOTER? yes

WHY ARE YOU SEEKING THIS APPOINTMENT? _____

I was invited. As a way the serve the community and share my expertise.

DO YOU HAVE EXPERIENCE IN THIS AREA? _____

I am a licensed Architect in the State of Colorado with over 20 years experience in the field

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

Not for a municipality. I served on an HOA board for 4 years, as president for 2 years

ARE THERE ANY CONFLICTS WHICH WOULD INTERFERE WITH REGULAR ATTENDENCE OR DUTIES? Not normally

SIGNATURE Bob Phillips
Digitally signed by Bob Phillips
DN: cn=Bob Phillips, o=Manifold Design and Development, Inc. ou, email=bphillips@manifoldinc.com, c=US
Date: 2016.02.05 10:44:33 -0700

PRINT NAME Robert L Phillips (Bob)

ADDRESS 4280 Reed St.

HOME PHONE _____

BUSINESS PHONE 303.886.6184 (cell)

E-MAIL ADDRESS bphillips@manifoldinc.com

APPLICATION WILL BE KEPT ON FILE FOR ONE YEAR

City Clerk's Office, 7500 W. 29th Ave., Wheat Ridge CO 80033



Board and Commission Application

APPLICATION FOR APPOINTMENT TO THE:
Building Code Advisory Board

(Board/Commission/Committee)

DATE: 11/21/15 DISTRICT: II

HOW LONG HAVE YOU BEEN A RESIDENT OF WHEAT RIDGE: 3 yRS

ARE YOU A REGISTERED VOTER? YES

WHY ARE YOU SEEKING THIS APPOINTMENT? _____

I am interested in serving my community and being involved in its development. I have extensive knowledge of building code and the proper application of them in the field and feel that my perspectives could be a useful to the development of the building department and community development team.

DO YOU HAVE EXPERIENCE IN THIS AREA? _____

Yes, I have been in construction all my life and worked on everything from Commercial high rises to residential remodels in all phases from design through maintenance and am involved in the daily implementation and practice of the ICC codes.

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

NO.

ARE THERE ANY CONFLICTS WHICH WOULD INTERFERE WITH REGULAR ATTENDENCE OR DUTIES? NO

SIGNATURE Derek Thiess Digitally signed by Derek Thiess
Date: 2015.11.21 03:07:24 -07'00'

PRINT NAME DEREK THIESS

ADDRESS 3760 Vance Street 200C

HOME PHONE 307.713.0302

BUSINESS PHONE 307.200.8964

E-MAIL ADDRESS derek.thiess@gmail.com

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



RECEIVED

2015 OCT 23 A 9:08

Board and Commission Application

APPLICATION FOR APPOINTMENT TO THE:

Cultural Commission
(Board/Commission/Committee)

DATE: 10/19/15 DISTRICT: 111

HOW LONG HAVE YOU BEEN A RESIDENT OF WHEAT RIDGE: 25yr

ARE YOU A REGISTERED VOTER? yes

WHY ARE YOU SEEKING THIS APPOINTMENT? _____

I'm interested in becoming a member to promote arts & culture in W.R.

DO YOU HAVE EXPERIENCE IN THIS AREA? Not as a
commission member, but as an artist.

HAVE YOU EVER SERVED, OR ARE YOU CURRENTLY ON A BOARD/COMMISSION/COMMITTEE AND IF SO, WHICH ONE? HOW LONG? Not for Wheat Ridge but...

~~for~~ Namlo International 5 years 2000-2005

ARE THERE ANY CONFLICTS WHICH WOULD INTERFERE WITH REGULAR ATTENDENCE OR DUTIES? no

SIGNATURE B. Rubingh

PRINT NAME Bobbi Rubingh

ADDRESS 3280 Parfet St.

HOME PHONE 303-237-4851

BUSINESS PHONE _____

E-MAIL ADDRESS bobbi0101@yahoo.com

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



RECEIVED

Board and Commission Application

CITY OF WHEAT RIDGE

2016 FEB 10 AM 11:09

RECEIVED

APPLICATION FOR APPOINTMENT TO THE:

Cultural Commission

(Board/Commission/Committee)

DATE: 2/10/16 DISTRICT: III

HOW LONG HAVE YOU BEEN A RESIDENT OF WHEAT RIDGE: 27 yrs.

ARE YOU A REGISTERED VOTER? Yes

WHY ARE YOU SEEKING THIS APPOINTMENT? _____

I believe cultural arts reflects the personality of the city. I'm interested in being part of that process.

DO YOU HAVE EXPERIENCE IN THIS AREA? _____

Marketing communications experience, non-profit experience, critical thinking skills.

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

Kyle Brake Memorial Sports Scholarship Fund, Board member since inception 2008.

ARE THERE ANY CONFLICTS WHICH WOULD INTERFERE WITH REGULAR ATTENDENCE OR DUTIES? I have a full time job, but can make arrangements if needed.

SIGNATURE _____

PRINT NAME Jerith L. Gronski

ADDRESS 10545 W. 36th Place

HOME PHONE 303-424-8510

BUSINESS PHONE 303-226-9642

E-MAIL ADDRESS jjgronski@aol.com

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



Board and Commission Application

APPLICATION FOR APPOINTMENT TO THE:

Cultural Commission

(Board/Commission/Committee)

DATE: 2/5/2016 DISTRICT: IV

HOW LONG HAVE YOU BEEN A RESIDENT OF WHEAT RIDGE: _____

ARE YOU A REGISTERED VOTER? Yes

WHY ARE YOU SEEKING THIS APPOINTMENT? _____

Continue to serve the City of Wheat Ridge

DO YOU HAVE EXPERIENCE IN THIS AREA? _____

Yes

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

City Council, Cultural Commission

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

SIGNATURE _____

PRINT NAME Tracy Langworthy

ADDRESS 10945 W. 44th Avenue, Wheat Ridge

HOME PHONE 720-364-0358

BUSINESS PHONE _____

E-MAIL ADDRESS davidg0126@peoplepc.com

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



RECEIVED

Board and Commission Application

4 A 10 47

CR 16 001 1

APPLICATION FOR APPOINTMENT TO THE:

Cultural Commission

(Board/Commission/Committee)

DATE: 2/3/16 DISTRICT: II

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

ARE YOU A REGISTERED VOTER? Yes

WHY ARE YOU SEEKING THIS APPOINTMENT? _____

I am interested in increasing the presence of and appreciation for the arts in Wheat Ridge. The arts help bring people together and foster meaningful connections amongst individuals of all ages.

DO YOU HAVE EXPERIENCE IN THIS AREA? _____

Yes. I have a Bachelor's degree in art history and a Master's in art therapy. Much of my life has been spent studying the ways in which art helps people find meaning and enhances their well being.

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

Not in Wheat Ridge. I have served on two commissions at the state level, and several advisory committees in the Jeffco School District.

ARE THERE ANY CONFLICTS WHICH WOULD INTERFERE WITH REGULAR ATTENDENCE OR DUTIES? No, that that I can foresee.

SIGNATURE Lucie Kiwimagi

PRINT NAME Lucie Kiwimagi

ADDRESS 4001 Benton Street

HOME PHONE 303-916-5357

BUSINESS PHONE N/A

E-MAIL ADDRESS kiwimagi@msn.com

APPLICATION WILL BE KEPT ON FILE FOR ONE YEAR

City Clerk's Office, 7500 W. 29th Ave., Wheat Ridge CO 80033

2016 FEB 11 A 10 47

RECEIVED



Board and Commission Application

APPLICATION FOR APPOINTMENT TO THE:

Liquor Board
(Board/Commission/Committee)

DATE: 1/13/16 DISTRICT: ONE

HOW LONG HAVE YOU BEEN A RESIDENT OF WHEAT RIDGE: 17y

ARE YOU A REGISTERED VOTER? Yes

WHY ARE YOU SEEKING THIS APPOINTMENT? just reappointment

DO YOU HAVE EXPERIENCE IN THIS AREA? 15 years on current

liquor board

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

Liquor board, 15 years

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

SIGNATURE Robert L. Alldredge

PRINT NAME Robert L. Alldredge

ADDRESS 2890 Lamah

HOME PHONE 303-237-2582

BUSINESS PHONE 303-234-0546

E-MAIL ADDRESS rallredge@msn.com

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



Board and Commission Application

APPLICATION FOR APPOINTMENT TO THE:

Liquor Licensing Authority

(Board/Commission/Committee)

DATE: 1/28/2016 DISTRICT: II

HOW LONG HAVE YOU BEEN A RESIDENT OF WHEAT RIDGE: 14

ARE YOU A REGISTERED VOTER? Yes

WHY ARE YOU SEEKING THIS APPOINTMENT? _____

Continue to serve on the Liquor Authority

DO YOU HAVE EXPERIENCE IN THIS AREA? _____

Yes

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

Liquor Authority

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

SIGNATURE _____

PRINT NAME Anthony Davia

ADDRESS 8295 W. 38th Avenue, Wheat Ridge

HOME PHONE 303-424-3561

BUSINESS PHONE n/a

E-MAIL ADDRESS tdavia55@yahoo.com

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



Board and Commission Application

APPLICATION FOR APPOINTMENT TO THE:

LIQUOR AUTHORITY
(Board/Commission/Committee)

DATE: 1/12/16 DISTRICT: TII

HOW LONG HAVE YOU BEEN A RESIDENT OF WHEAT RIDGE: 46 YEARS

ARE YOU A REGISTERED VOTER? YES

WHY ARE YOU SEEKING THIS APPOINTMENT? _____

TO CONTINUE SERVING ON THE AUTHORITY

DO YOU HAVE EXPERIENCE IN THIS AREA? ONLY FROM
BEING ON THE AUTHORITY

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

LIQUOR AUTHORITY 14 YEARS (?)

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

SIGNATURE John A. Miks

PRINT NAME JOHN A. MIKS

ADDRESS 9855 WEST 34TH DRIVE

HOME PHONE 303-238-7039

BUSINESS PHONE _____

E-MAIL ADDRESS JMRA 9855 @ GMAIL.COM

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



Board and Commission Application

APPLICATION FOR APPOINTMENT TO THE:

Liquor Authority
(Board/Commission/Committee)

DATE: 1/7/2016 DISTRICT: IV

HOW LONG HAVE YOU BEEN A RESIDENT OF WHEAT RIDGE: _____

ARE YOU A REGISTERED VOTER? Yes

WHY ARE YOU SEEKING THIS APPOINTMENT? _____

I enjoy it

DO YOU HAVE EXPERIENCE IN THIS AREA? Yes

12 yrs Council past 2 yrs

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

Yes Bel Adjustment 77-83 City Council 2 yrs present

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

SIGNATURE

Claudia Worth

PRINT NAME

Claudia Worth

ADDRESS

4650 Oak St

HOME PHONE

303-467-0023

CELL
BUSINESS PHONE

303-917-3010

E-MAIL ADDRESS

cworth1234@aol.com

APPLICATION WILL BE KEPT ON FILE FOR ONE YEAR

City Clerk's Office, 7500 W. 29th Ave., Wheat Ridge CO 80033



RECEIVED FEB 05 2016

Board and Commission Application

APPLICATION FOR APPOINTMENT TO THE:

PLANNING COMMISSION

(Board/Commission/Committee)

DATE: 2-5-16

DISTRICT: 1

HOW LONG HAVE YOU BEEN A RESIDENT OF WHEAT RIDGE: 14 y.

ARE YOU A REGISTERED VOTER? YES

WHY ARE YOU SEEKING THIS APPOINTMENT? To collaborate with others in my community to improve the quality of life.

DO YOU HAVE EXPERIENCE IN THIS AREA? 7

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

Six years on Planning Commission, 3+ years prior on Board of Adjustment

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

SIGNATURE

Alan Bucknam

PRINT NAME ALAN BUCKNAM

ADDRESS 3300 INGALLS ST.

HOME PHONE 303-915-5459

BUSINESS PHONE 303-351-1717

E-MAIL ADDRESS bucknam@gmail.com

APPLICATION WILL BE KEPT ON FILE FOR ONE YEAR

City Clerk's Office, 7500 W. 29th Ave., Wheat Ridge CO 80033



RECEIVED

2016 FEB -5

Board and Commission Application

APPLICATION FOR APPOINTMENT TO THE:

Planning Commission

(Board/Commission/Committee)

DATE: February 5, 2016 **DISTRICT:** 1

HOW LONG HAVE YOU BEEN A RESIDENT OF WHEAT RIDGE: 40 years

ARE YOU A REGISTERED VOTER? yes

WHY ARE YOU SEEKING THIS APPOINTMENT? I would like to continue to serve my community, bringing thoughtful leadership and experience to our City's planning and zoning process as we continue to develop land use strategies that promote economic vitality while preserving our unique community character.

DO YOU HAVE EXPERIENCE IN THIS AREA? I have been in the commercial building industry for 45 years and have hands-on experience with land use and planning issues. I am a business owner in Wheat Ridge and active in co-operative commercial- and community-building projects.

HAVE YOU EVER SERVED, OR ARE YOU CURRENTLY ON A BOARD/COMMISSION/COMMITTEE AND IF SO, WHICH ONE? HOW LONG? I served on the Building Code Advisory Board for 2-3 years and on City Council as District 1 representative for 4 years.

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

SIGNATURE 

PRINT NAME Bud Starker

ADDRESS 3019 Eaton St., Wheat Ridge, CO 80214

HOME PHONE (303) 233-0241

BUSINESS PHONE (303) 595-8900

E-MAIL ADDRESS wstarker@starker.net

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

Board and Commission Application

APPLICATION FOR APPOINTMENT TO THE:

Planning Commission

(Board/Commission/Committee)

DATE: February 5, 2016 DISTRICT: OneHOW LONG HAVE YOU BEEN A RESIDENT OF WHEAT RIDGE: 7 monthsARE YOU A REGISTERED VOTER? Yes

WHY ARE YOU SEEKING THIS APPOINTMENT? _____

While chatting with an arts commission member about how I could get involved in the community she encouraged me to look into serving & this is righ up my alley.

DO YOU HAVE EXPERIENCE IN THIS AREA? _____

I currently work in the construction industry. While onsite in Kabito, AZ I was the community liaison for the "city" planner & GC.

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

I have no prior experience serving on a board, commission or committee.

ARE THERE ANY CONFLICTS WHICH WOULD INTERFERE WITH REGULAR ATTENDENCE OR DUTIES? I do not believe so.

SIGNATURE

PRINT NAME Nichole Kathleen CarterADDRESS 2922 Depew Street Wheat Ridge, CO 80214HOME PHONE 303-921-3330BUSINESS PHONE 303-679-4293E-MAIL ADDRESS Ncarter@catamountinc.com**APPLICATION WILL BE KEPT ON FILE FOR ONE YEAR**City Clerk's Office, 7500 W. 29th Ave., Wheat Ridge CO 80033



Board and Commission Application

APPLICATION FOR APPOINTMENT TO THE:

Planning Commission
(Board/Commission/Committee)

DATE: 2/4/2016 DISTRICT: I

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

ARE YOU A REGISTERED VOTER? Yes

WHY ARE YOU SEEKING THIS APPOINTMENT? Interested in becoming more active in Wheat Ridge and in the ways the built environment affects residents' quality of life.

DO YOU HAVE EXPERIENCE IN THIS AREA? Represent municipalities as an attorney, so familiar with civil codes and governmental processes. On leadership committee for Wheat Ridge Active Transportation Advisory Team + graduate of Transit Alliance Citizens' Academy.
HAVE YOU EVER SERVED, OR ARE YOU CURRENTLY ON A BOARD/COMMISSION/COMMITTEE AND IF SO, WHICH ONE? HOW LONG?

No.

ARE THERE ANY CONFLICTS WHICH WOULD INTERFERE WITH REGULAR ATTENDANCE OR DUTIES? No (except for 1st meeting in April)

SIGNATURE David Kueter

PRINT NAME David Kueter

ADDRESS 5837 W. 29th Ave.

HOME PHONE 720.244.1751

BUSINESS PHONE 303.292.1144

E-MAIL ADDRESS david@kralkueter.com

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



Board and Commission Application

APPLICATION FOR APPOINTMENT TO THE:

Planning Commission

(Board/Commission/Committee)

DATE: 01.25.2016 DISTRICT: 2

HOW LONG HAVE YOU BEEN A RESIDENT OF WHEAT RIDGE: 9 YRS

ARE YOU A REGISTERED VOTER? YES

WHY ARE YOU SEEKING THIS APPOINTMENT? _____

To be actively involved in my community

DO YOU HAVE EXPERIENCE IN THIS AREA? _____

I have performed entitlement work for Annexations, PUD's, Lot mergers, rezoning and have designed commercial, park and residential site plans.

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

Planning Commission for 5 years

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

SIGNATURE _____

PRINT NAME Scott Ohm, CLARB Certified Landsape Architect

ADDRESS 3860 Allison Cir.

HOME PHONE 303.872.7807

BUSINESS PHONE 303.872.7807

E-MAIL ADDRESS scott.hawkeyes@gmail.com

APPLICATION WILL BE KEPT ON FILE FOR ONE YEAR

City Clerk's Office, 7500 W. 29th Ave., Wheat Ridge CO 80033



Board and Commission Application

APPLICATION FOR APPOINTMENT TO THE:

PLANNING COMMISSION
(Board/Commission/Committee)

DATE: 1/21/2016 DISTRICT: III

HOW LONG HAVE YOU BEEN A RESIDENT OF WHEAT RIDGE: 31 YEARS

ARE YOU A REGISTERED VOTER? YES

WHY ARE YOU SEEKING THIS APPOINTMENT? REAPPLYING
FOR SEAT

DO YOU HAVE EXPERIENCE IN THIS AREA? YES

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

PLANNING COMMISSION 2 Years

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

SIGNATURE

Emerly Dorsey

PRINT NAME EMERY DORSEY

ADDRESS 8866 W 32nd PL

HOME PHONE 3 239-6803

~~BUSINESS PHONE~~ ^{CELL} 3 907-5689

E-MAIL ADDRESS ed02000@comcast.net

APPLICATION WILL BE KEPT ON FILE FOR ONE YEAR

City Clerk's Office, 7500 W. 29th Ave., Wheat Ridge CO 80033



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Board and Commission Application

APPLICATION FOR APPOINTMENT TO THE:

Planning Commission
(Board/Commission/Committee)

DATE: 3/23/15 DISTRICT: 3

HOW LONG HAVE YOU BEEN A RESIDENT OF WHEAT RIDGE: 12 years

ARE YOU A REGISTERED VOTER? 30 year

WHY ARE YOU SEEKING THIS APPOINTMENT? I am interested

in planning. I am currently going to school for land use and I have been a Realtor for 20 years.

DO YOU HAVE EXPERIENCE IN THIS AREA? Yes, I am

Studying planning in school.

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

No, however I took the Civic Academy for Wheat Ridge.

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

SIGNATURE Lisa A. Hollenbeck

PRINT NAME Lisa A. Hollenbeck

ADDRESS 3215 Garland St. Wheat Ridge, Co. 80033

HOME PHONE 303-949-9208

BUSINESS PHONE 303-949-9208

E-MAIL ADDRESS hollenbeckhomes@comcast.net

APPLICATION WILL BE KEPT ON FILE FOR ONE YEAR

City Clerk's Office, 7500 W. 29th Ave., Wheat Ridge CO 80033



Board and Commission Application

RECEIVED
2016 FEB -3 A 9:01
CITY OF WHEAT RIDGE

APPLICATION FOR APPOINTMENT TO THE:

Planning Commission

(Board/Commission/Committee)

DATE: 2/3/16 DISTRICT: IV

HOW LONG HAVE YOU BEEN A RESIDENT OF WHEAT RIDGE: 31 yrs

ARE YOU A REGISTERED VOTER? Yes

WHY ARE YOU SEEKING THIS APPOINTMENT? _____

I am a devoted citizen, been on Urban Renewal for >10 years, like being a part of the future of the city.

DO YOU HAVE EXPERIENCE IN THIS AREA? _____

I have a Master's in Urban and Regional Planning, worked in that field for >12 years, changed careers 17 years ago but remained active by participating in Urban Renewal in the city.

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

Urban Renewal (Renewal Wheat Ridge) >10 years

ARE THERE ANY CONFLICTS WHICH WOULD INTERFERE WITH REGULAR ATTENDANCE OR DUTIES? None at this time.

SIGNATURE _____

PRINT NAME Janet M. Leo

ADDRESS 9815 W 41st Ave

HOME PHONE 303-431-7859

BUSINESS PHONE Cell 303-829-2090 *****

E-MAIL ADDRESS jmllegal@comcast.net

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



Board and Commission Application

APPLICATION FOR APPOINTMENT TO THE:

Board of Adjustment
(Board/Commission/Committee)

DATE: 1-16-2016 DISTRICT: 1

HOW LONG HAVE YOU BEEN A RESIDENT OF WHEAT RIDGE: 31 yrs

ARE YOU A REGISTERED VOTER? yes

WHY ARE YOU SEEKING THIS APPOINTMENT? To support my city, to continue involvement with the BoA

DO YOU HAVE EXPERIENCE IN THIS AREA? no

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

I was on the Arborist Board. I've been on the BoA several terms. I'm on the Advisory Board at the WR active adult center.

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

SIGNATURE Betty Jo Page

PRINT NAME BETTY JO PAGE

ADDRESS 6185 W 29th AVE

HOME PHONE 303-232-9105

BUSINESS PHONE -

E-MAIL ADDRESS bettyjpage1@comcast.net

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



Board and Commission Application

APPLICATION FOR APPOINTMENT TO THE:

Board of Adjustment
(Board/Commission/Committee)

DATE: 1/28/2016 DISTRICT: 2

HOW LONG HAVE YOU BEEN A RESIDENT OF WHEAT RIDGE: 44RS

ARE YOU A REGISTERED VOTER? YES

WHY ARE YOU SEEKING THIS APPOINTMENT? _____

I have the background & experience to understand

DO YOU HAVE EXPERIENCE IN THIS AREA? _____

REALTOR/DEVELOPER FOR OVER 30 YEARS

the possible issues

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

CURRENTLY ALTERNATE

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

SIGNATURE Rocco Germano

PRINT NAME ROCCO GERMANO

ADDRESS 4610 W. 47th AVE

HOME PHONE (303) 902-1202

BUSINESS PHONE (303) 234-0546

E-MAIL ADDRESS RockGermano@gmail.com

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



Board and Commission Application

APPLICATION FOR APPOINTMENT TO THE:

Board of Adjustment

(Board/Commission/Committee)

DATE: 02/02/16 DISTRICT: II

HOW LONG HAVE YOU BEEN A RESIDENT OF WHEAT RIDGE: 15yr

ARE YOU A REGISTERED VOTER? Yes

WHY ARE YOU SEEKING THIS APPOINTMENT? _____

I have observed the City actively updating and improving the city and I would like to provide input.

DO YOU HAVE EXPERIENCE IN THIS AREA? _____

Yes, I am a registered professional engineer with 16 years of experience in Civil Engineering

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

I have been on the Board of Adjustments since 2013. I am the chairperson for 2016.

ARE THERE ANY CONFLICTS WHICH WOULD INTERFERE WITH REGULAR ATTENDANCE OR DUTIES? No, I have only missed one hearing in my 3 year term.

SIGNATURE David A. Kuntz
Digitally signed by David A. Kuntz
DN: cn=David A. Kuntz, o, ou,
email=dkuntz@martinmartin.com, c=US
Date: 2016.02.02 10:04:22 -0700

PRINT NAME David A. Kuntz

ADDRESS 3244 Taft Court, Wheat Ridge, CO

HOME PHONE 303-304-6049

BUSINESS PHONE _____

E-MAIL ADDRESS dkuntz@martinmartin.com

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

REQUEST FOR CITY COUNCIL ACTION**TITLE: A MOTION TO DIRECT THE CITY ATTORNEY TO DEFEND COUNT 2, THE CONSTITUTIONAL CLAIM, IN THE QUADRANT LITIGATION**

- PUBLIC HEARING
 BIDS/MOTIONS
 RESOLUTIONS

- ORDINANCES FOR 1ST READING
 ORDINANCES FOR 2ND READING

QUASI-JUDICIAL: YES NO

City Attorney

City Manager**ISSUE:**

At the February 8, 2016 regular Council meeting, discussion took place concerning City's response to the Quadrant litigation, and whether the City Council wished to waive the attorney-client privilege with respect to the direction given the City Attorney concerning that lawsuit. Councilmember Duran made a motion, seconded by Councilmember Urban, to direct the City Attorney to defend Count 2 (the constitutional claim) in that case. Councilmember Hoppe made a substitute motion to postpone action on Councilmember Duran's motion until the February 22, 2016 regular Council meeting. That motion passed, and Councilmember Duran's motion was duly postponed to February 22.

PRIOR ACTION:

As described above.

FINANCIAL IMPACT:

None

BACKGROUND:

Since the February 8th Council meeting, the City Attorney has filed the City's answer in the Quadrant litigation, in accordance with direction obtained in executive session. The City is

defending Count 1 in the suit – the administrative/legislative claim, and remaining neutral on Count 2 – the constitutional claim. Under the applicable Rules of Civil Procedure in the District Court, the City is permitted to amend its answer. In the event Councilmember Duran’s motion passes, the City Attorney will proceed to file an amended Answer. If the motion does not pass, the City will proceed with the defense of the case on the basis of its previously-filed Answer.

RECOMMENDATIONS:

None

RECOMMENDED MOTION:

“I move to direct the City Attorney to defend Count 2, the constitutional claim, in the Quadrant litigation.”

REPORT PREPARED BY:

Gerald Dahl, City Attorney

ATTACHMENTS:

1. Letter from Councilmember Monica Duran, dated February 8, 2016



February 8, 2016

City Council and Staff,

On January 25th 2016, city council was presented with the results of the Mayors Communication Exchange Recommendations. Our citizens asked for government transparency and open, two-way dialogue. I have a concern with the direction given to the City Attorney and staff, in executive session, addressing the lawsuit filed against 300 and the voters of Wheat Ridge. Whether you supported ballot question 300 or not, it was approved by the voters and it is a new Charter Amendment. Our voters deserve to see how their elected officials stand in defending it. I have been accused of grandstanding and purposely trying to embarrass my fellow Council Members.

To the contrary, I am echoing what the citizens of Wheat Ridge have asked for, transparency, and open communication. It is a judge's job, not City Council, to determine whether any Charter Amendment or City Ordinance is illegal or unconstitutional.

It has been noted numerous times that we are a representative form of government. Does this mean we are to make decisions in a vacuum and not follow the will of the voters? Are we not supposed to defend the voter's decisions whether this includes defeated candidates or approved ballot questions such as 300?

When elected to office, we took an Oath that says:

"I do solemnly and sincerely declare and affirm that I will support the Constitution and laws of the United States, the State of Colorado and the Charter and Ordinances of the city". Nowhere in this Oath does it state only defend what "we believe in" or just defend it a "little". In the spirit of the Community Exchange, cooperation and transparency by the city, I believe that official direction by the City Attorney, with regards to the 300 lawsuit, should be a public vote on the Dias.

Until a judge rules that any provision of 300 is illegal, I will support the will of the voters.

Thank you,

Councilor Duran

Memorandum

TO: Mayor and City Council

THROUGH: Patrick Goff, City Manager 

FROM: Kenneth Johnstone, Community Development Director 
Lisa Ritchie, Planner II

DATE: February 15, 2016 (for February 22, 2016 Study Session)

SUBJECT: Self Storage Developments

ISSUE:

Recently, the Community Development Department received three land use applications for new self storage developments, which are also referred to in the code as *mini-warehouse for inside storage*. Staff is seeking direction from City Council regarding possible approaches for future consideration for these types of developments within the City of Wheat Ridge; specifically whether or not additional developments of this type are desired and appropriate within the City, where they may be most appropriate, what architectural and site development standards should apply, and how to mitigate impacts beyond the measures that are already within the Code.

PRIOR ACTIONS:

No discussion by City Council was identified regarding this specific issue in the past. The zoning code has included mini-warehouses for inside storage as permitted uses in the Commercial-Two (C-2) and Industrial-Employment (I-E) zone districts as far back as 1973.

FINANCIAL IMPACT:

No direct impact.

BACKGROUND:

Within Wheat Ridge, there are currently two self storage facilities in operation. The first is a Public Storage located at 12351 W. 44th Avenue, approved under case number WZ-83-31 as a Planned Commercial Development. The second is a Public Storage located at 6161 W. 48th Avenue, approved under case number WZ-85-31 also as a Planned Commercial Development. In roughly 2009, a self storage facility was demolished to make way for the relocated I-70 on and off ramps near 44th Avenue and Tabor Street.

Beyond the City itself, there are a number of self storage facilities located in close proximity to Wheat Ridge, including a facility at 27th and Sheridan in Denver, and at least six facilities between the City's northern border and 58th Avenue in other jurisdictions.

The Community Development Department is currently reviewing three land use

applications for new self storage developments. All three applications will require public hearings, two as Planned Building Groups in the I-E zone district for review by the Planning Commission, and one as a Planned Industrial Development for review by both the Planning Commission and City Council. Due to the quasi-judicial process that is forthcoming on these applications, this memo will not provide details regarding these specific proposals.

When considering whether or not additional self storage facilities are appropriate in Wheat Ridge, staff notes that these types of facilities are generally not high revenue producers for the City. They employ small numbers of people, do not generate sales tax, and are typically not economic development drivers for the surrounding area. Single-story developments require a large amount of land relative to other uses in order to provide drive up access to most or all units.

The Comprehensive Plan generally identifies the areas zoned as I-E and PID as Employment Areas and Mixed-Use Employment Areas. The following is included:

- The Future Character and Uses section of the Plan for Employment Areas states, *“In general, these existing light manufacturing, storage, warehouse, and other industrial related uses in the city will remain as they are today. As infill occurs, the City will promote efficient use of land and require adequate screening for residential neighbors.”*
- The Future Character and Uses section of the Plan for Mixed-Use Employment Areas states, *“The TOD site will include a mix of uses (see NW Subarea Plan) focused around the station, with employment being a major component.”*
- The Goals related to Economy and Land Use for these areas is *“Retain and diversify local employment”* and *“Increase the diversity of land uses.”*

In 2012, the City adopted an Ordinance creating the Industrial-Employment zone district, replacing the former Light Industrial zone district. The intent of the change was to remove from the code outdated uses and include a few more current uses, such as renewable energy uses, and to encourage more employment related uses. At that time, self storage was not specifically discussed.

In terms of safety, the Wheat Ridge Police Department provided a summary of the calls for service for the two existing facilities between January 1, 2011 and December 31, 2015. In general, the facilities require little attention by the Police and are considered safe and secure with adequate fencing and management onsite. Additional facilities would not cause undue concern by the Police Department.

Staff conducted a review of adjacent jurisdictions regulations for self storage. Arvada, Lakewood, Littleton, Westminster, Golden, Denver, and Jefferson County were surveyed. These jurisdictions all permit self storage in similar zone districts as permitted in the City of Wheat Ridge. Four of the seven jurisdictions have development standards in place specifically related to self storage facilities, a tool that Wheat Ridge does not currently employ. These standards included provisions for buffers, architecture and site design, operational practices, and types of materials permitted to be stored. (Please see the attachments for a table with additional information). Arvada is also currently evaluating

their self storage regulations.

The industry is continuing to develop the type of self storage that is typical of the two existing facilities in the City. There appears to continue to be a market demand for these facilities. In addition, some new facilities are now being constructed that are targeting the professional office storage market or a higher end residential storage customer. These newer facilities are commonly multi-story with a smaller footprint. Access to the individual climate controlled units is from an interior hallway with elevator access to the upper floors. The exterior of these buildings more closely resemble an office building; however, they tend to use brighter accent colors and/or larger signs in order to draw attention to attract customers. There may be greater potential for long term reuse of these building types than of more typical mini-warehouse facilities. It should be noted however that these newer models have less parking needs than more traditional office users and reuse potential may be compromised if additional parking cannot be identified.

RECOMMENDATIONS:

Staff is seeking feedback regarding the appropriateness of future self storage developments and if development or design standards specific to these facilities are desired. Any future regulations stemming from this discussion would likely not impact the three applications already under review. There are specific areas of feedback that would be helpful to staff, as well as any other comments or direction Council can provide.

Zone Districts Permitted

As noted above, mini-warehouses for inside storage are permitted by-right in the C-2 and I-E zone districts, and potentially in other Planned Commercial or Planned Industrial Developments. Staff did not undergo an inventory of permitted uses in all PDs to determine how many could be developed. The C-2 zone district is established to provide for areas with a wide range of commercial land uses which include office, general business, more intensive retail sales, wholesale businesses, and light manufacturing. The intent of the I-E zone district is to allow light industrial and commercial uses that support employment. Staff is seeking direction on whether or not this continues to be an appropriate permitted use in the C-2 and I-E zone districts. Alternatively, the two common self storage models could be split out and be defined separately

Architectural and Site Design Standards

While reviewing the three current applications, staff has found that the standards in the Architectural and Site Design Manual (ASDM) for Heavy Commercial/Light Industrial buildings are challenging to apply to self storage sites due to their unique nature for size, architecture, building configuration and use. It should be noted that the ASDM is not drafted in a manner to capture every property configuration or every use consideration.

These standards require quality building design elements when the façade faces a public street and is within 0 to 50 feet of that public street, or when the façade is visible to adjacent residential properties. This requirement could result in a development not being required to comply with the ASDM for building design if the site is designed with deep setbacks. Additionally, the ASDM disallows solid metal garage doors and discourages visibility from the street, both of which are impractical for self storage design.

Staff also notes that the ASDM currently places the newer models of multi-story, indoor access type storage developments under the Heavy Commercial/Light Industrial standards. It may be more appropriate to have these types be subject to the Commercial/Retail/Mixed-Use Standards, which require higher quality architecture, similar to a traditional office building. Several communities have architectural design standards for self storage facilities to ensure a high quality design, quality materials and neighborhood compatibility.

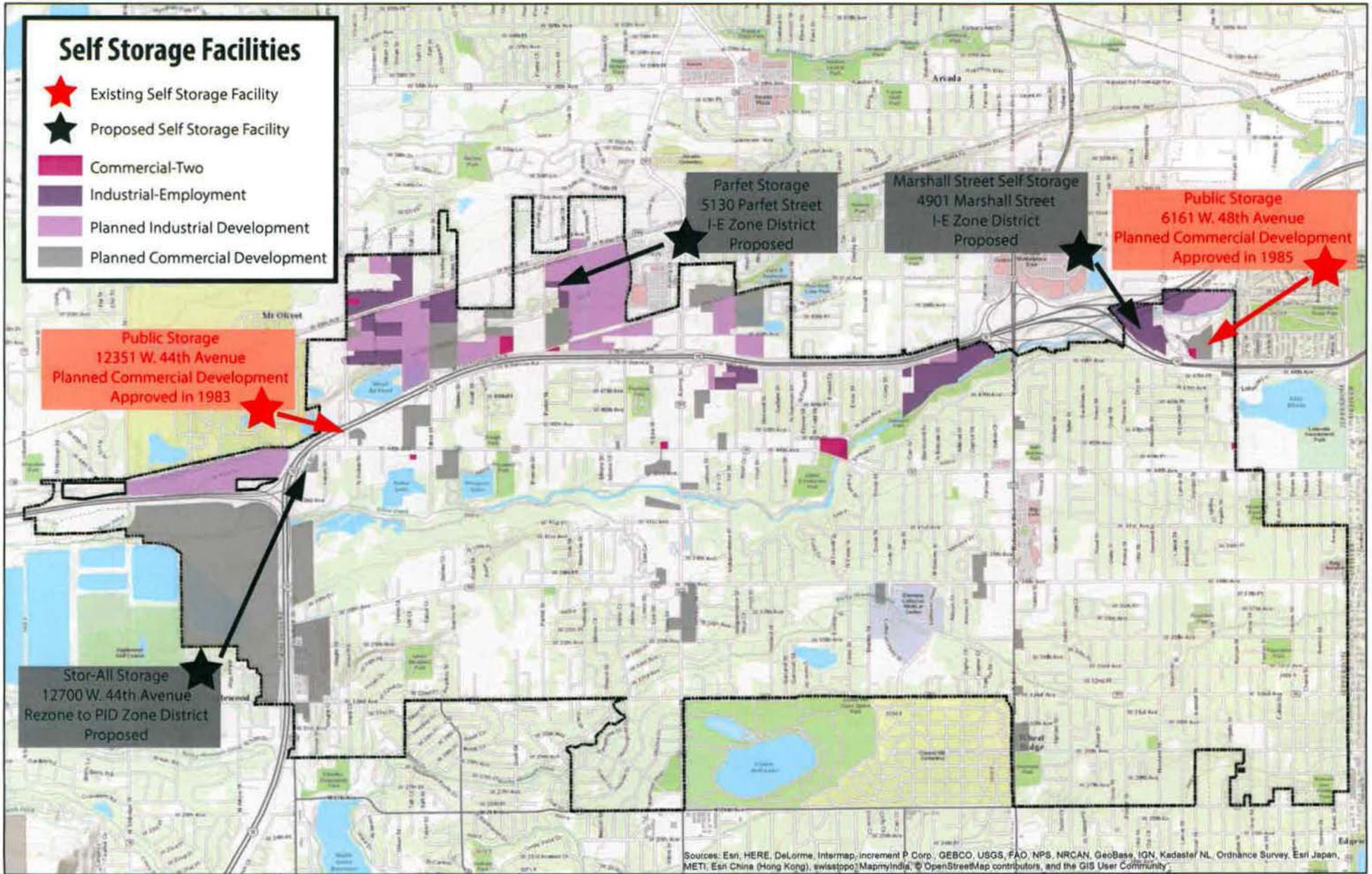
Given the unique operational features of self storage facilities, staff is seeking direction as to what standards, if any, can be waived for self storage facilities, or rather if design standards specifically for self storage should be crafted to ensure high quality architectural materials and architectural detailing for future applications. In addition, if differing standards shall apply to the more traditional self storage developments and the more modern, multi-story, indoor accessed developments.

Operational Standards

When surveying neighboring communities, it was noted that some have adopted operational standards in their codes specifically related to self storage developments. Examples of these standards include not allowing the storage of hazardous materials, the sale or distribution of goods, or not allowing a space to be used for the operation of a business. Others include a requirement for management on site when the facility is open, or require a manager to reside on site. Staff is seeking direction as to what operational standards, if any, should be crafted for consideration for self storage facilities.

ATTACHMENTS:

1. Map of existing and proposed self-storage facilities on the City of Wheat Ridge Official Zoning Map
2. Photos of existing Wheat Ridge self storage facilities
3. Table comparing neighboring jurisdictions self storage regulations



Self Storage Facilities in the City of Wheat Ridge

Public Storage at 12351 W. 44th Avenue

Planned Commercial Development Approved in 1983



Looking west along 44th Avenue toward the main office and entry area



Looking northwest from 44th Avenue toward the main office, entry area, and into the subject property.



Looking north at the main office and entry area, from 44th Avenue.



Looking northeast from 44th Avenue toward the west elevation and the rear of the property.



Looking north along Ward Road toward the rear of the property.

Public Storage at 6161 W. 48th Avenue

Planned Commercial Development Approved in 1985



Looking west along W. 48th Avenue toward the main office.



Looking north into the property at the main entry area from 48th Avenue.



Looking east along 48th Avenue at the facility and frontage.



Looking north into the subject property from 48th Avenue.

Comparison Table of Neighboring Jurisdictions' Self Storage Regulations

Jurisdiction	Self Storage Permitted	Zone Districts Permitted	Defined Standards specific to Mini Storage	Comments
Arvada	Y	I-1, I-2, SU (Special Industrial and Office)	Y	<ul style="list-style-type: none"> All storage units should be enclosed Minimum 32 foot drive aisles between all buildings and adjacent to all walls with storage access doors. A CUP shall be required for facilities without a resident manager or with more than one dwelling unit. The manager's unit shall have one off-street parking space, a single landscaped area min 750 sf, with turf and shade tree. All buildings shall be architecturally compatible with surrounding zoning, measured as follows: projects abutting residential or public/civic zoning shall have sloped roofs and wall relief features and colors commonly found in residential construction. Projects abutting commercial or industrial zoning may employ more rigid lines and features. Hours of public access to facilities abutting residential zoning shall be restricted to 6am to 10pm, 7 days per week.
Denver	Y	Denver has a zone district structure that is relatively complicated. Generally, permitted in certain mixed-use and commercial corridors.	Y	<ul style="list-style-type: none"> Mixed Use and Main Street Zone Districts have restrictions on exterior entrances to units. Some districts prohibit the use at street level. Provision of storage space for nonhazardous household or commercial goods within a completed enclosed building, which building typically permits direct public access to individual storage spaces. Storage of non-toxic, non-hazardous materials only, and sale or distribution of stored goods is prohibited. This use may include quarters for one or more persons employed by and residing at the mini-storage facility for the purpose of on-site management and security

Comparison Table of Neighboring Jurisdictions' Self Storage Regulations

Jurisdiction	Mini Storage Permitted	Zone Districts Permitted	Defined Standards specific to Mini Storage	Comments
Golden	Y	M1, M2	N	
Jefferson County	Y	I-1, I-2, I-3, I-4	N	
Lakewood	Y	NA	Y	<ul style="list-style-type: none"> • One residential unit shall be allowed • No outdoor storage • If the facility abuts a residential zone district, the architecture shall be compatible with the residential character of the abutting neighborhood including materials, color, roof pitch and detailing. • Shall be designed so doors to individual units do not face any abutting public street frontage or residential zone district.
Littleton	Y	I-P, I-1, I-2, B-3	Y	<ul style="list-style-type: none"> • No other uses or activities other than storage, except for office space and living quarters incidental to the management and operation of the business (no selling, auto repair, furniture painting or refinishing, etc...) • Max lot size - 3 ac in B-3, 5 ac in I-P, I-1 or I-2. • Max lot cov 35%. • Max height 12 ft, • No drives less than 30 ft, drives without loading lanes can be 20 ft, • Single access off public street, gated and locked when closed, visible from manager's office, with at least one other emergency access closed to public • Buffers and fencing depending on adjacent use, fencing to provide maximum security • No storage of flammable materials • At least one dumpster for each 50 units. • Manager to be onsite when open. Manager may reside on site. • Lessees shall be given this information
Westminster	Y	M1	N	

Memorandum

TO: Mayor and City Council

THROUGH: Patrick Goff, City Manager 

FROM: Scott Brink, Public Works Director

DATE: February 12, 2016 (For February 22, 2016 Study Session)

SUBJECT: Snow Removal Policy

Over the past year, the City has received numerous complaints regarding snow removal (or lack of) on sidewalks throughout the City, particularly after significant snowfall events. This issue is not new to the City and has been discussed by City Councils in the past, particularly during winters of above average snowfalls.

By City policy (but not Code), and with some exceptions, property owners are responsible for the removal of snow on sidewalks adjacent to their property. Although compliance is generally fair, staff and Council still receive numerous complaints each winter regarding unremoved snow on sidewalks. An added difficulty is that the City is unable to enforce this responsibility as there is no ordinance currently in place, similar to other cities. Code 15-27 does address the depositing of snow and ice, but there is no provision specifically addressing snow removal.

The City of Wheat Ridge's snow removal policy and procedure is typical of nearly all Front Range Cities, generally as follows:

1. Cities maintain responsibility of snow removal on public streets. Streets are prioritized based on different levels of service (arterials and collector streets), critical locations (schools, hospitals, unusually steep grades), and other factors.
2. Sidewalks are generally the responsibility of the adjacent property owners. Exceptions may include City owned property and facilities, or other unique locations.

Similarly, in Wheat Ridge sidewalks are the responsibility of adjacent property owners with some exceptions as follows: Sidewalks adjacent to or within City owned property such as City Hall, the Recreation Center, etc., and multi-use trails constructed and/or owned by the City such as the Clear Creek Regional Trail, the multi-use trail adjacent to Crown Hill Park and now the new Kipling multi-use trail. In addition, the City does contract some snow removal at City owned bus shelters as part of contract services for shelter maintenance and refuse collection. Also, the City provides snow removal on sidewalks along 38th Avenue between Harlan St. and Sheridan Blvd, as these sidewalks

are a part of streetscape improvements constructed by the City.

Research conducted on neighboring cities such as Denver, Golden, Arvada, Lakewood, Westminster, all show snow removal policies, practices, and procedures similar to Wheat Ridge. However, these cities have ordinances in place requiring property owners to remove the snow, some with specific time frame requirements and with warnings and/or fines for non-compliance, administered by code enforcement. A study/report by the Denver Regional Mobility and Access Council (DRMAC) and RTD Accessibility Task Force in 2012 reported that all municipalities in the Denver Metro Area have an ordinance of such in place with the exception of Wheat Ridge and Centennial.

Non-removal of snow on sidewalks is concerning for the following reasons:

1. Public Safety: Non-removal may force pedestrians into the street, and/or create hazardous conditions for both vehicles and pedestrians.
2. Overall reduction in mobility options, including access to destinations including transit.
3. Liability considerations and issues.

If the City Council wishes to act on this issue further, the following options are available for consideration as part of a study session discussion:

1. Adopt an ordinance requiring adjacent property owners to remove snow on walks.
2. Budget additional resources for snow removal on sidewalks in areas considered higher traffic or more critical locations. This could be accomplished by expanding contract services, or by expanding personnel and equipment in the Public Works and/or Parks Departments. However, since the issue is city-wide, non-compliance would still be prevalent.
3. Work with property owners in business districts or similar high traffic areas to establish special service districts, where property owners essentially pay a monthly or annual fee to have snow removal and/or other maintenance related services provided.

ATTACHMENTS:

1. Snow & Ice Control Policy, October 2012 Revision
2. Winter Snow Plow Map



SNOW & ICE CONTROL POLICY

October 2012 Revision

Attachment 1

Snow & Ice Control

POLICY

The Operations Division of the City's Public Works Department utilizes a proactive approach to snow and ice control. Pre-determined first and second priority streets are pretreated with liquid and granular deicing materials prior to snowstorms to prevent the formation of ice and accelerate the melting of snow. Arterial and collector streets are considered **first priority** streets, along with those streets providing access to hospitals, schools, police, and fire and rescue stations. **Secondary priority** streets include minor collector streets. **Third priority** streets include hilly residential streets. Generally, remaining residential area streets are plowed and treated as needed to maintain safety at intersections, or after twelve inches (12") of accumulated snow.

Deicer Application & Implications

The City minimizes the use of sand for snow and ice control as it contributes to the amounts of small particulate matter in the air, and significantly increases snow control costs and staffing requirements. Instead, the City applies pre-determined combinations of liquid deicers consisting of magnesium chloride, and a corn-base alcohol derivative.

Plow operators are instructed in how to apply the appropriate amounts of these deicers depending upon the type and demand of the storm to prevent the formation of ice, and accelerate the melting of snow and ice that has already accumulated. The deicers to be used will include both liquid and granular materials. Caliber, which is a blend of a corn derivative, magnesium chloride and water, is the predominate liquid deicer product to be applied, typically during the colder portion of the winter season. All liquid deicers used contain corrosion inhibitors. Granular deicers that will be applied in combination with the liquid deicers to the streets include a product called Ice Slicer, which is a complex rock salt material mined in Utah, and common sodium chloride (rock salt).

All materials utilized in Wheat Ridge will be products commonly used throughout the Denver Metro area. All deicer materials are safe and non-toxic. The combination and quantity of deicers used are less harmful to plantings along the streets than the rock salt historically used in Wheat Ridge. The utilization of a combination of deicing materials is also less corrosive to vehicles than the traditional use of sand/salt.

The Wheat Ridge Snow and Ice Control Program will provide safer streets in the winter, while causing less harm to surrounding plant material and vehicles. Applying less sand to the streets will contribute to better air quality in Wheat Ridge and the Denver Metro area. Additionally, the expense of sweeping the sand from the streets after snowstorms will be significantly reduced.

Priority East-West Bound Streets

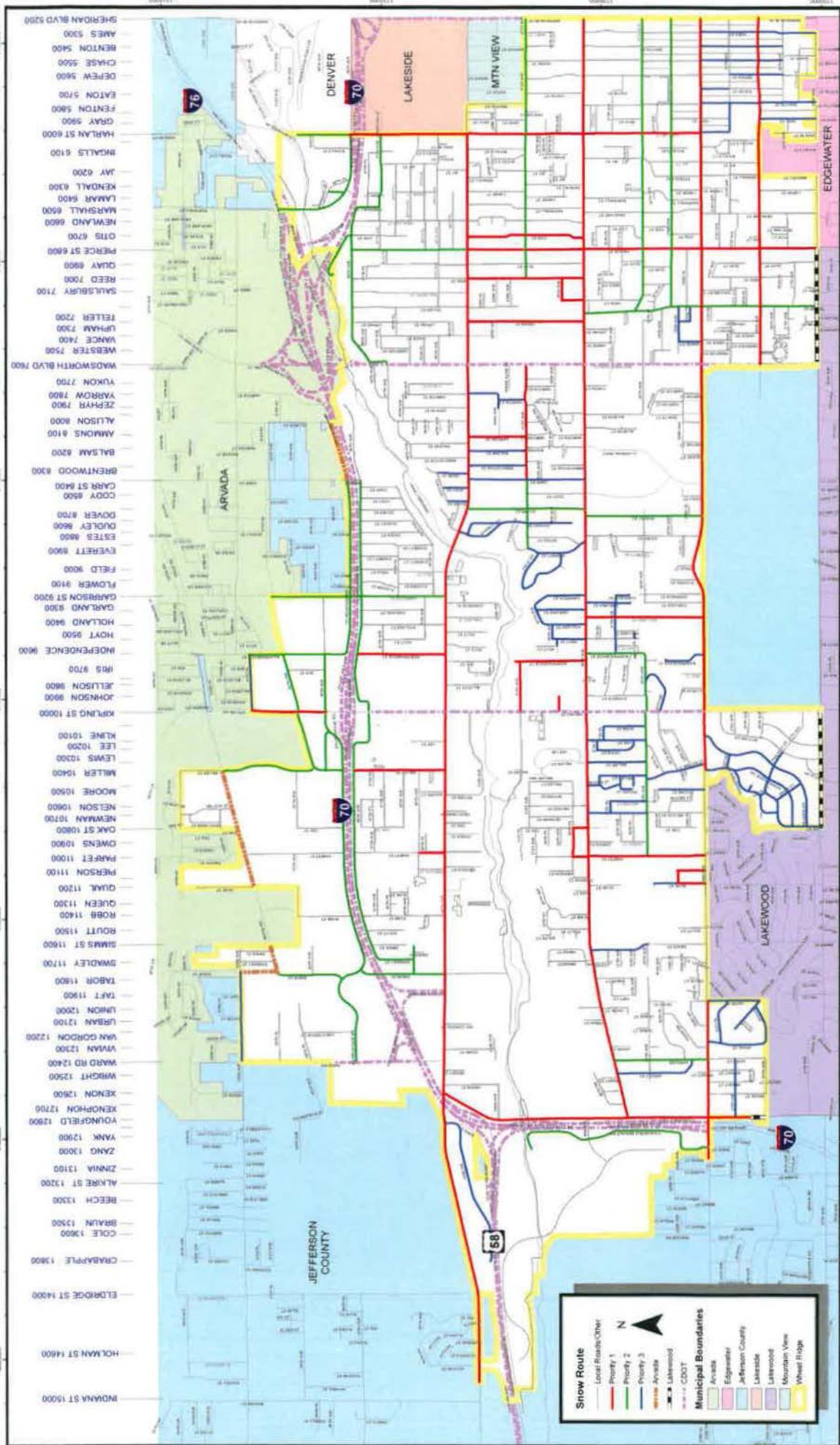
West 44 th Avenue:	Hollman to Fenton Street.
West 41 st Avenue:	Kipling to Independence & Ammons to Wadsworth Blvd.
West 39 th Avenue:	Kipling Street east to school & High Court to Reed Street
West 38 th Place:	Parfet Street to Oak Street
West 38 th Avenue:	Youngfield Street to Sheridan Blvd.
West 32 nd Avenue:	Youngfield Service Road to Sheridan Blvd.
West 29 th Avenue:	Wadsworth Blvd. to Sheridan Blvd.
*West 26 th Avenue:	Pierce Street to Sheridan Blvd.

* West 26th Avenue from Oak to Kipling Street & Wadsworth Blvd. to Pierce Street is maintained by the City of Lakewood.

Priority North-South Bound Streets

Youngfield Street :	West 29 th Avenue to West 44 th Avenue
Quail Street:	West 32 nd Avenue north to school
Pierson Street:	West 32 nd Avenue north to school
Parfet Street:	West 32 nd Avenue to West 38 th Place
Miller Street:	West 44 th Avenue to I-70 South Frontage Road
Kipling Street:	I-70 North Frontage Road to West 51 st Place
Independence Street:	West 38 th Avenue to West 41 st Avenue & West
Independence Street:	West 44 th Avenue to I-70 South Frontage
Holland Street:	West 32 nd Avenue to West 38 th Avenue
Dudley Street:	West 32 nd Avenue to West 38 th Avenue
Dover Street:	West 38 th Avenue to West 44 th Avenue
Ammons Street:	West 41 st Avenue to West 44 th Avenue
Upham Street:	West 38 th Avenue to West 44 th Avenue
High Court:	West 38 th Avenue to West 39 th Avenue
Reed Street:	West 38 th Avenue to West 44 th Avenue
Pierce Street:	West 26 th Avenue to West 44 th Avenue
Otis Street:	West 38 th Avenue to West 44 th Avenue
Harlan Street:	West 32 nd Avenue to I-70 overpass
Marshall	I-70 to West 49 th Drive

Kipling Street, Wadsworth Boulevard and Sheridan Boulevard are priority level 2 streets maintained by the Colorado Department of Transportation (CDOT). However, City crews may be assigned to maintain these streets as necessary in the event of heavy accumulations and/or an emergency has been declared.



Snow Route

- Local Route/Other
- Priority 1
- Priority 2
- Priority 3
- Arvada
- Lakewood
- COOT

Municipal Boundaries

- Arvada
- Edgewater
- Jefferson County
- Lakewood
- Lakewood
- Mountain View
- Wheat Ridge

Winter Snow Plow Map

City of Wheat Ridge, Colorado
 7400 West 25th Ave
 Wheat Ridge, CO 80033-4001
 303.234.5900



Coordinate System
 NAD 1983 NAD83 StatePlane Colorado Central FIPS 5002 Feet
 Datum: North American (NAD 1983)
 Scale: 1"=2000'

Revised: 06/15/2007

Attachment 2

Memorandum

TO: Mayor and City Council

THROUGH: Patrick Goff, City Manager 

FROM: Scott Brink, Public Works Director

DATE: January 22, 2015 (For February 22, 2016 Study Session)

SUBJECT: Kipling Village Proposed Streetscape Improvements

Introduction

The City recently received a proposal and plans for improvements to the parking area along Kipling Street at Kipling Village Apartments, located under the addresses of 4665, 4635, and 4551 Kipling Street. As part of these improvements, it is proposed to remove the existing brick landscaping walls adjacent to the sidewalk and parking area. These walls (along with several others) were installed several years ago in phases as part of a City sponsored improvement project. In the majority of locations, the features consist of a short wall or short square column, usually with an implanted “wheat” logo imprint.

Background

In 2004, the City initiated a Kipling street improvement project to beautify the Kipling Street corridor between W. 48th and W. 44th Avenues. Part of the project included installation of sections of low wall running roughly 400’ along the west side of Kipling Street. The wall was intended to serve as a safety and visual buffer to separate pedestrians from automobile traffic with the apartment complex. Other variations and elements of this type of wall are found on Kipling Street in this area, and at several other locations and corridors throughout the City, including Harlan Street between I-70 and 38th Avenue, 29th Avenue near Fenton Street, and 38th Avenue between Sheridan Boulevard and Harlan Street. These improvements were installed in various stages in the early 2000’s.

Proposal

The applicant is proposing to overhaul and upgrade the existing landscape and streetscape along the east side of the Kipling Village Apartments. The streetscape improvement project will run the entire length of the eastern property line from the northern boundary abutting Larson’s Ski and Sport down to the southern boundary adjacent to New Genesis Health. Key components of the improvements will include the installation of ground cover, shrubs and shade trees; relocation and replacement of signage; changes to curb cuts; and new circulation patterns.

The applicant’s site plan proposes removal of the existing City-installed wall along Kipling Street. Subsequent to the pre-application meeting the applicant provided reasons for removing the wall. The applicant is concerned with the deteriorating condition and deferred maintenance of the walls, and concerned that the walls do not aesthetically relate to the existing buildings or

proposed improvements. The applicant's design also shows reconfigured parking and enhanced entries to the plaza/courtyard areas with street trees and plantings (see attached photos and proposed plan). As shown, the walls have also been frequently backed into by vehicles.

The pressing issue at this time is, should the property owner be allowed to remove the existing walls and install the landscape plan as proposed (attached). The attached landscape plan is shows a combination of plantings and smaller portions of hardscape. As part of a workable solution, the developer could be requested to install hardscape features that resemble the walls being proposed for removal (see sheet 6 of attached plans).

Issue for General Discussion

The existing wall was installed nearly 15 years ago, along with similar wall features City-wide at a significant cost and effort. In some locations (such as along Kipling St.), the walls are showing signs of aging and need for maintenance. Periodically, staff has responded to more significant maintenance issues City-wide, such as repairing damaged pillars or walls due to vehicle impacts or other significant issues. However, as the walls continue to age, maintenance needs and costs continue to escalate, and there have not been funds specifically dedicated for their upkeep. An exception may be 38th Avenue between Harlan St. and Sheridan Boulevard where the walls were included with a larger street improvement project at the time that included maintenance provisions for the walls and accompanying streetscape in general.

Recently, staff has been receiving increasing inquiries from either prospective developers or property owners with regards to these walls; particularly if they can be removed or replaced when specific property improvements are desired. The majority of these features are located on either public right of way or on easements acquired at the time of construction. In many of these locations, the walls have been deteriorating and falling into disrepair, and existing maintenance dollars are unable to rehabilitate or maintain adequately. Generally, because the City went through a significant effort and cost to install these features several years ago, staff has been sensitive to allowing them to remain when questions or arise. However, as situations such as improvements for Kipling Village continue, we feel that Council should be apprised and provided the opportunity to offer their comments and thoughts, such as:

- Should these landscape features be preserved as much as possible, and additional funds be provided for maintenance, rehabilitation, or complete replacement as needed?
- Should property owners who desire to make improvements be given an option?

Attachments:

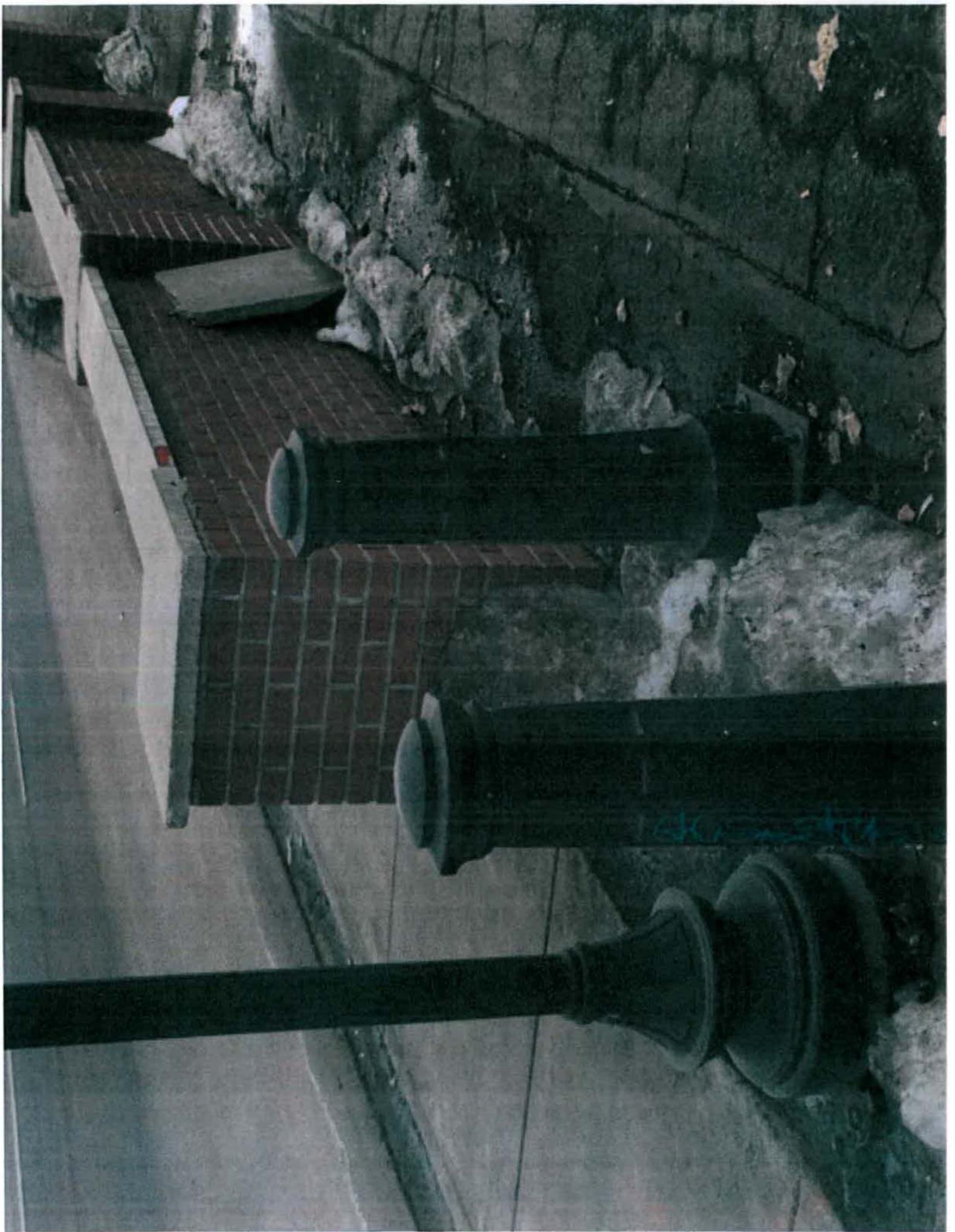
1. Kipling Village: Existing Site Photographs
2. Kipling Village: Proposed Improvements



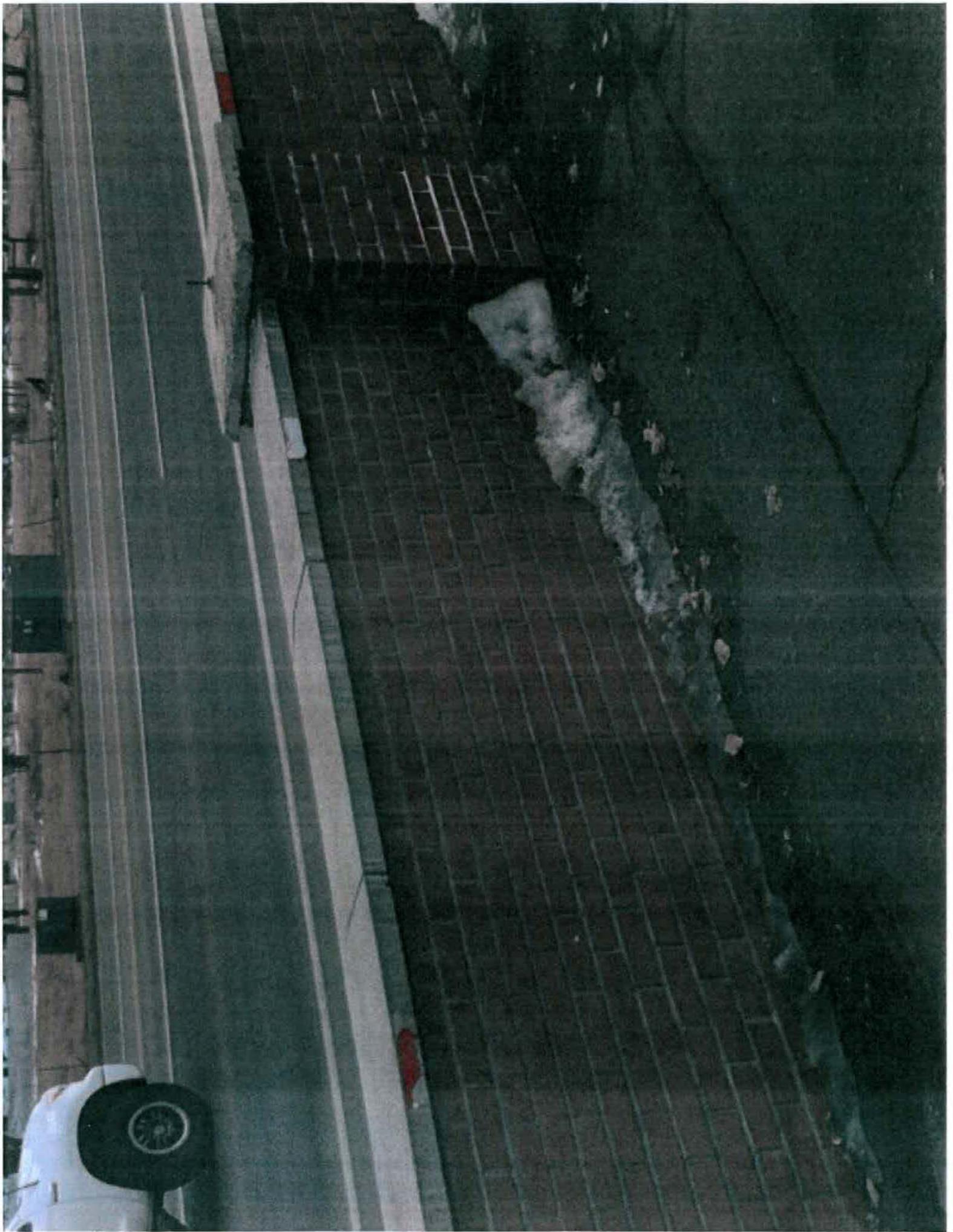
Attachment 1





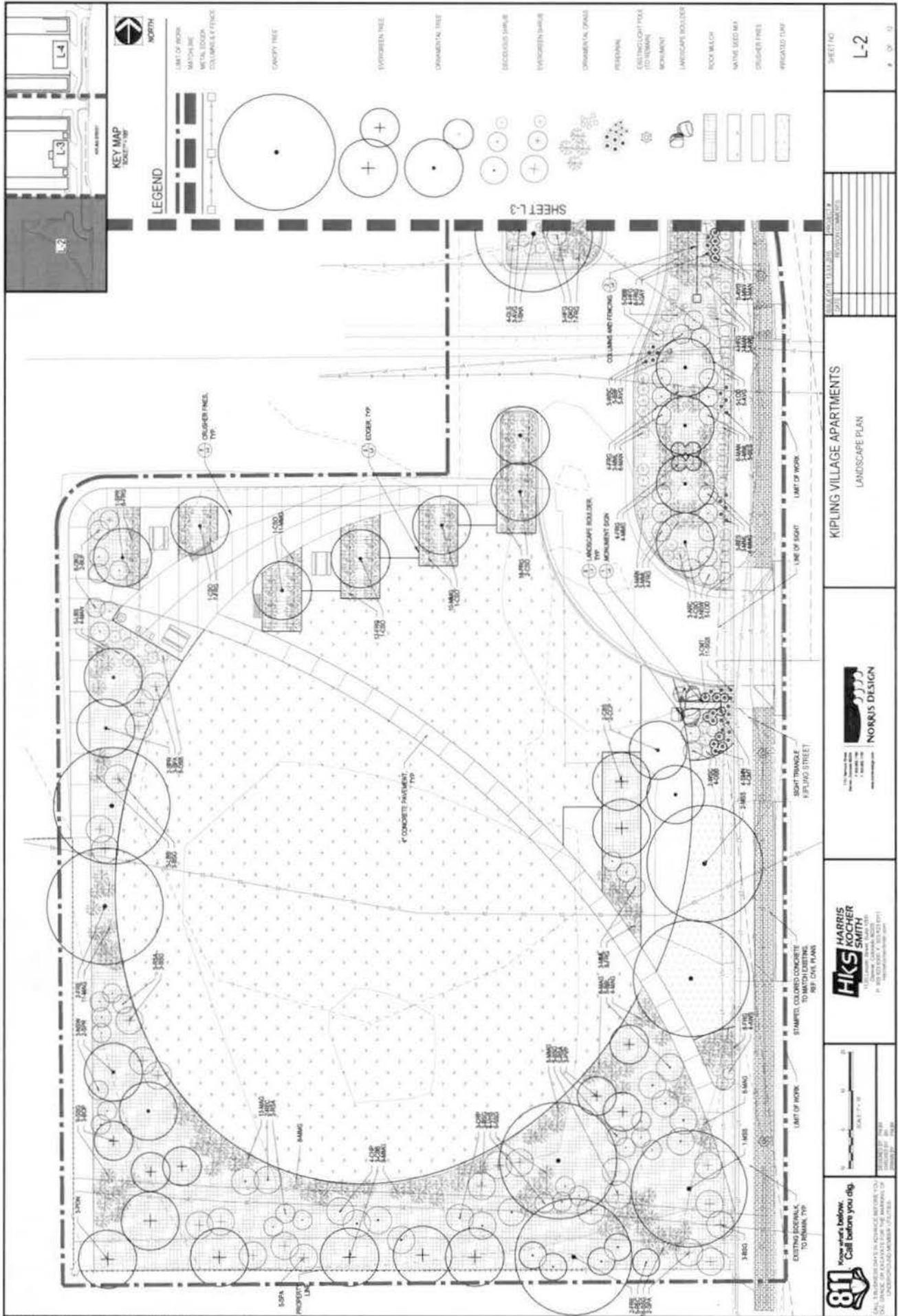








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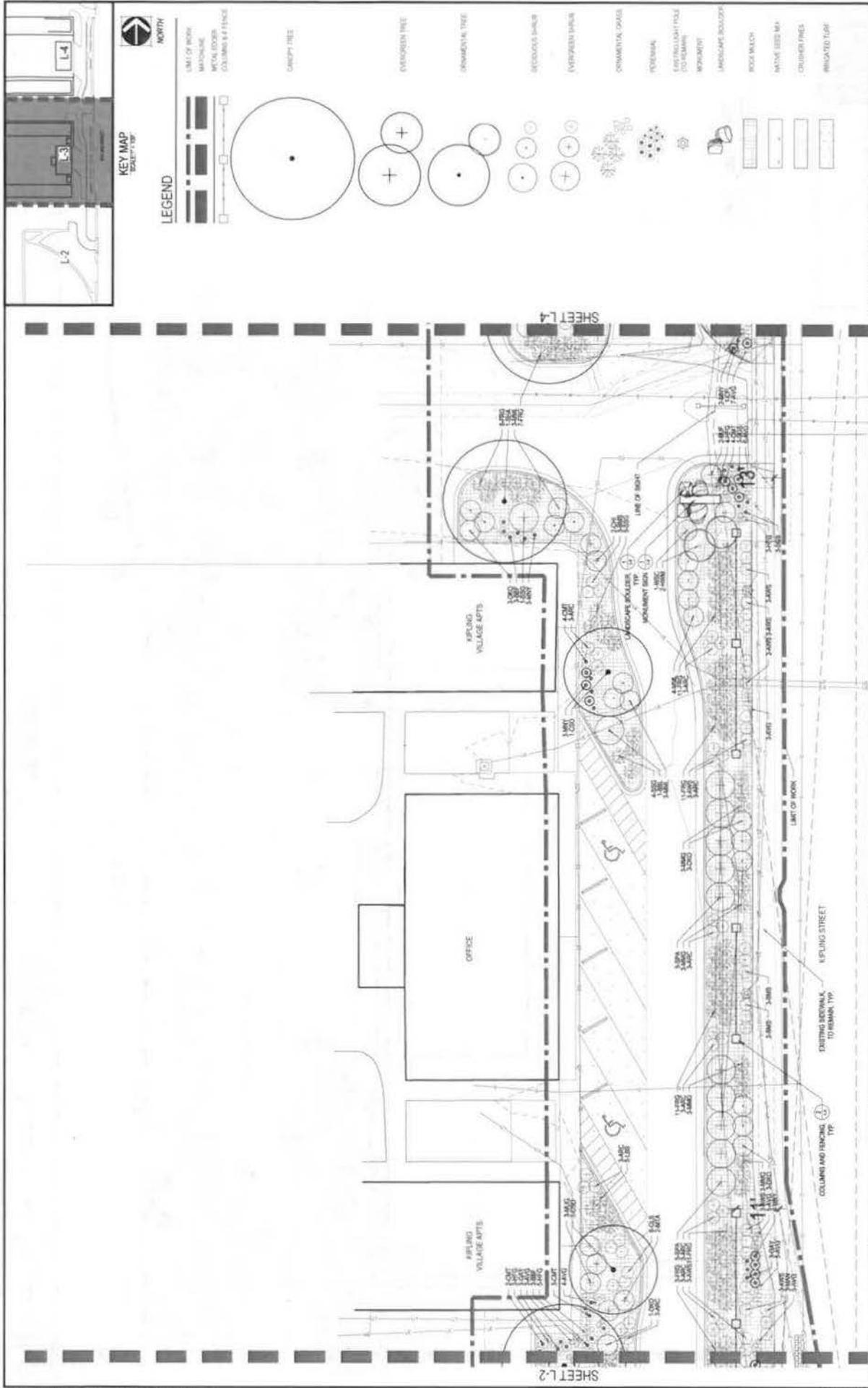
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KIPLING VILLAGE APARTMENTS
 LANDSCAPE PLAN

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DRAWN: [Name]	REVISIONS:
CHECKED: [Name]	
DATE: 01.13.10	PROJECT: KIP
DRAWN: [Name]	REVISIONS:
CHECKED: [Name]	

SHEET NO
L-2
 P. OF 3

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