

CITY OF WHEAT RIDGE, COLORADO
RESOLUTION NO. 37
Series of 2016

TITLE: A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE WHEAT RIDGE URBAN RENEWAL AUTHORITY AND THE CITY OF WHEAT RIDGE FOR THE PURPOSE OF SHARING THE COSTS FOR THE DESIGN AND INSTALLATION OF A TRAFFIC SIGNAL AT 32ND AVENUE AND XENON STREET

WHEREAS, the City is a home rule municipality and municipal corporation duly organized and existing under and pursuant to Article XX of the Colorado Constitution and the Charter of the City (the "Charter"); and

WHEREAS, the Urban Renewal Authority (Authority) is a body corporate and politic and has been duly organized, established and authorized by the City to transact business and exercise its powers as an urban renewal Authority, all under and pursuant to the Colorado Urban Renewal Law, section 31-25-101, *et seq.*, Colorado Revised Statutes (the "Act"); and

WHEREAS, pursuant to section 31-25-109 of the Act, the Authority has the power and authority to issue or to incur notes, interim certificates or receipts, temporary bonds, certificates of indebtedness, debentures, advances, or other obligations, for the purpose of financing the activities and operations authorized to be undertaken by the Authority with respect to the Projects in accordance with an adopted urban renewal plan and the Act, as approved by the City; and

WHEREAS, the City has adopted the I-70/Kipling Corridors Urban Renewal Plan and seeks to construct a traffic signal at 32nd Avenue and Xenon Street within the Plan Area; and

WHEREAS, the City has requested and the Authority desires to authorize the request for a contribution of \$110,500 towards the contribution of said traffic signal, which the Authority finds and determines will contribute to the elimination of blight within the boundaries of the Plan area; and

WHEREAS, the Act, and Section 18, Article XIV of the Colorado Constitution authorizes the City and the Authority to enter into this Intergovernmental Agreement.

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

In accordance with Article I of the Agreement, the Urban Renewal responsibilities include:

- a. The Authority shall remit \$110,500 as a cash contribution from the Kipling Ridge Special Fund of the Authority to the City, which shall be used by the City as a

contribution towards the cost of the Traffic Signal at 32nd Avenue and Xenon Street. The Authority finds and determines that such contribution will contribute to the elimination of blight within the boundaries of the Plan area.

In accordance with Article I of the Agreement, the City of Wheat Ridge responsibilities include:


- a. The City shall use the Cash Contribution for the construction of the Traffic Signal. The City shall be wholly responsible for construction of the Traffic Signal, and the extent of the Authority's obligation shall be the Cash Contribution. The Authority and the City agree that the Cash Contribution is payment of only a portion of the total cost of the construction of the Traffic Signal at 32nd Avenue and Xenon Street, and the City shall be responsible for any and all costs in excess of the Cash Contribution. The City shall specifically be responsible for construction, construction management, engineering and all aspects of the construction of the Traffic Signal, and shall use the Cash Contribution for such purposes.
- b. In the event the City determines not to construct the Traffic Signal, the City shall refund the total amount of the Cash Contribution back to the Authority.

DONE AND RESOLVED this 12th day of September 2016.



Joyce Jay, Mayor

ATTEST:



Janelle Shaver, City Clerk



**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE WHEAT RIDGE URBAN RENEWAL AUTHORITY
dba RENEWAL WHEAT RIDGE AND THE
CITY OF WHEAT RIDGE, COLORADO**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") dated as of the 6th day of September, 2016, is entered into by and between the Wheat Ridge Urban Renewal Authority dba Renewal Wheat Ridge a body corporate and politic duly organized and existing as an urban renewal authority under the laws of the State of Colorado (the "Authority"), and the City of Wheat Ridge, Colorado, a Colorado home rule municipality (the "City").

WITNESSETH:

WHEREAS, the City is a home rule municipality and municipal corporation duly organized and existing under and pursuant to Article XX of the Colorado Constitution and the Charter of the City (the "Charter");

WHEREAS, the Authority is a body corporate and politic and has been duly organized, established and authorized by the City to transact business and exercise its powers as an urban renewal Authority, all under and pursuant to the Colorado Urban Renewal Law, section 31-25-101, *et seq.*, Colorado Revised Statutes (the "Act");

WHEREAS, pursuant to section 31-25-109 of the Act, the Authority has the power and authority to issue or to incur notes, interim certificates or receipts, temporary bonds, certificates of indebtedness, debentures, advances, or other obligations, for the purpose of financing the activities and operations authorized to be undertaken by the Authority with respect to the Projects in accordance with an adopted urban renewal plan and the Act, as approved by the City;

WHEREAS, the City has adopted the I-70/Kipling Corridors Urban Renewal Plan (the "Plan"), and seeks to construct a traffic signal at 32nd Avenue and Xenon Street (the "Traffic Signal") within the Plan Area;

WHEREAS, the City has requested and the Authority desires to authorize the request for a contribution of One Hundred Ten Thousand, Five Hundred Dollars (\$110,500.00) towards the contribution of said traffic signal, which the Authority finds and determines will contribute to the elimination of blight within the boundaries of the Plan area; and

WHEREAS, the Act, and Section 18, Article XIV of the Colorado Constitution authorizes the City and the Authority to enter into this Intergovernmental Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, and the following terms and conditions, the Authority and the City hereby agree as follows:

ARTICLE I

AUTHORITY'S RESPONSIBILITIES

Upon final approval of this Agreement, the Authority shall remit the amount One Hundred Ten Thousand, Five Hundred Dollars (\$110,500.00) from the Kipling Ridge Special Fund of the Authority to the City (the "Cash Contribution"), which amount shall be used by the City as a contribution towards the cost of the Traffic Signal. The Authority finds and determines that such contribution will contribute to the elimination of blight within the boundaries of the Plan area

ARTICLE II

CITY'S RESPONSIBILITIES

A. The City shall use the Cash Contribution for the construction of the Traffic Signal. The City shall be wholly responsible for construction of the Traffic Signal, and the extent of the Authority's obligation shall be the Cash Contribution. The Authority and the City agree that the Cash Contribution is payment of only a portion of the total cost of the construction of the Traffic Signal, and the City shall be responsible for any and all costs in excess of the Cash Contribution. The City shall specifically be responsible for construction, construction management, engineering and all aspects of the construction of the Traffic Signal, and shall use the Cash Contribution for such purposes.

B. In the event the City determines not to construct the Traffic Signal, the City shall refund the total amount of the Cash Contribution back to the Authority.

ARTICLE III

MISCELLANEOUS

A. Governing Law. This Intergovernmental Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado and shall be subject to the limitations, if any, that are applicable under the Charter or ordinances of the City.

B. Notices. All notices and other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by first class mail, postage prepaid, addressed as follows:

If to the City:

If to the Authority:

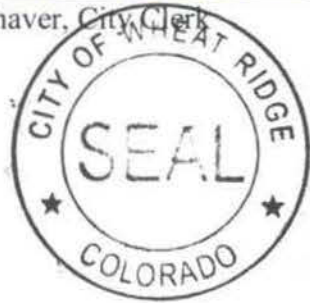
The City or the Authority may, by notice given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

CITY OF WHEAT RIDGE, COLORADO

ATTEST:

By: Janelle Shaver
Janelle Shaver, City Clerk



By: Joyce Jay
Joyce Jay, Mayor

WHEAT RIDGE URBAN RENEWAL
AUTHORITY dba RENEWAL WHEAT
RIDGE

ATTEST:

By: Steve Art
Steve Art, Clerk

By: Tim Rogers
Tim Rogers, Chair

