

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

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

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

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

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

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

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

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


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

DONE AND RESOLVED this 26th day of August 2019.



Bud Starker, Mayor

ATTEST:



Janelle Shaver, City Clerk



Intergovernmental Agreement

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

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

1. Purpose of Agreement

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

2. Operational Assistance

A. Employees

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

B. Personnel Actions Related to Employees

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

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

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

C. Salaries and Procedures

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

D. Other Services

1. The City may provide the Authority with such other services as may be required in order to perform its urban renewal functions including, but not limited to, accounting, financial and budget management, planning services and engineering services; provided, however, that nothing herein shall be construed as prohibiting the

Authority from contracting with or retaining third parties to provide all or a portion of any services.

2. Annual or any special financial audits shall be performed by the City's independent auditor. All costs of any such audit or financial services may be billed to and paid by the Authority.

E. Office Space: Furnishings

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

F. Operations Integration

1. Reports to Council. The City Council shall be informed of the activities, functions, operations, legal processes and financial/budgetary administration and condition of the Authority on a periodic basis and as requested by Council. Moreover, the Authority shall specifically provide an annual report to the Council on the manner in which the Authority uses the funding provided by the City in Section 3 of this Agreement in order to evaluate whether an adjustment of the funding amount is warranted.
2. Meetings. The Board of Commissioners and City Council shall meet at the request of the Council to communicate and coordinate activities, functions and share ideas and actions related to carrying out urban renewal and/or redevelopment projects.
3. Powers of Authority. The parties acknowledge and agree that the Board of Commissioners shall exercise all powers provided in the Urban Renewal Law and as provided in the urban renewal (redevelopment) plans adopted by Council.

G. Insurance

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

3. Funding

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

4. City and Authority Separate

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

5. Effect on Prior Agreements

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

6. Termination

This Agreement may be terminated by the mutual consent of the parties at any time after giving at least (60) days written notice of intention to so terminate; provided, however, termination of this Agreement shall not release the Authority from its obligation to pay the funds due the City as provided herein, unless such obligation is specifically terminated by the City. The term of this Agreement shall commence on January 1, 2020 and shall continue in full force and effect for a period of 60 months to and including December 31, 2024.

7. No Debt

Nothing herein shall be construed as constituting any multi-year fiscal obligation within the meaning of Article X, Section 20 of the Colorado

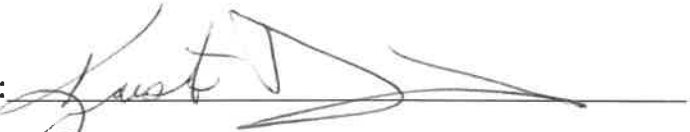
Constitution, it being the intention of the parties that all fiscal obligations herein be subject to annual appropriation.

8. **Further Assurances**

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

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

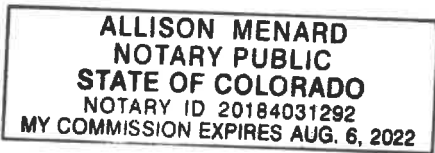
WHEAT RIDGE URBAN RENEWAL AUTHORITY


By: 
Chair, Kristi Davis

STATE OF COLORADO)

County of Jefferson)ss

The foregoing instrument was acknowledged before me this 18 day of September, 2019 by Kristi Davis, as Chair of the Wheat Ridge Urban Renewal Authority.




Notary Public

My Commission expires Aug. 6, 2022

CITY OF WHEAT RIDGE, COLORADO

By: 
Mayor, Bud Starker

ATTEST:

APPROVED AS TO FORM:

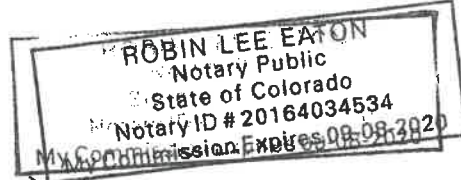
Janelle Shaver
Janelle Shaver, City Clerk

Gerald E. Dahl
Gerald E. Dahl, City Attorney

STATE OF COLORADO)
County of Jefferson)ss.

The foregoing instrument was acknowledged before me this 30 day of September, 2019 by Bud Starker as Mayor and Janelle Shaver as City Clerk of the City of Wheat Ridge, Colorado.

Witness my hand and official seal.



My Commission expires: 09-08-2020

Robin Lee Eaton
Notary Public

