

**CITY OF WHEAT RIDGE, COLORADO  
RESOLUTION NO. 36**

Series of 2013

**TITLE: A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WHEAT RIDGE AND RENEWAL WHEAT RIDGE TO PROVIDE FUNDING FOR THE PURCHASE OF CERTAIN PROPERTY**

**WHEREAS**, pursuant to C.R.S. § 29-1-203, the City of Wheat Ridge and Renewal Wheat Ridge (the "Parties") are authorized to cooperate and contract with one another for the performance of functions, service or facility to the extent authorized to; and

**WHEREAS**, each Party is authorized by statute to acquire and dispose of real property; and

**WHEREAS**, Renewal Wheat Ridge (RWR) is in the process of entering into a purchase agreement with The Bank of Denver (Louise, LLC) to acquire certain real property located within the City of Wheat Ridge at 7690 W. 38<sup>th</sup> Avenue and 3790 Yukon Court; and

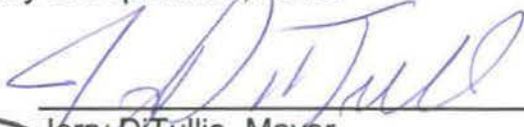
**WHEREAS**, RWR's purchase of the property is within the statutory power as an urban renewal authority and is being made for the purpose of blight removal within the City of Wheat Ridge; and

**WHEREAS**, the City wishes to assist RWR in its purchase of the property by making available to RWR funds in the amount of the purchase price upon certain conditions as more fully described in in **Exhibit A**; and

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

The Intergovernmental Agreement attached hereto and incorporated herein by reference, is hereby approved. The Mayor and City Clerk are authorized to execute the same. This resolution shall be effective immediately.

**DONE AND RESOLVED** this 9th day of September, 2013.



\_\_\_\_\_  
Jerry DiTullio, Mayor

ATTEST:



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



**INTERGOVERNMENTAL AGREEMENT  
FUNDS FOR PURCHASE OF REAL PROPERTY**

This Intergovernmental Agreement (the "Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the City of Wheat Ridge, a Colorado home rule municipality ("the City") and the Wheat Ridge Urban Renewal Authority, d/b/a Renewal Wheat Ridge (a Colorado home rule municipality and body corporate politic (the "URA") collectively referred to herein as (the "Parties").

**RECITALS**

A. Pursuant to C.R.S. § 29-1-203, the Parties are authorized to cooperate and contract with one another for the performance of functions, service, or facility to the extent authorized to each.

B. Each Party is authorized by statute to acquire and dispose of real property.

C. The URA is in the process of entering into that certain Purchase Agreement with Louise, LLC, a Colorado limited liability company, to acquire certain real property located within the City of Wheat Ridge more particularly described in **Exhibit A** attached hereto and incorporated here to by this reference, constituting approximately 26,040 square feet of land, together with all improvements, easements, water rights, mineral rights and other rights appurtenant thereto and also known by street and number as 7690 W. 38<sup>th</sup> Avenue and 3790 Yukon Court, Wheat Ridge, Colorado (the "Property");

D. The URA's purchase of the Property is within its statutory power as an urban renewal authority and is being made for the purpose of blight removal within the City of Wheat Ridge.

E. The City wishes to assist the URA in its purchase of the Property by making available to the URA funds in the amount of the purchase price upon certain conditions as more fully described in this Agreement.

**NOW, THEREFORE**, the Parties agree as follows:

**1. Obligations of the City.**

A. Funding of Property Acquisition. The City shall provide to the URA the funds to acquire the Property, estimated to be no more than \$340,000 plus any costs associated with the closing of the transaction (the "Funding") to be used by the URA solely and exclusively for purchase of the Property pursuant to the Purchase Agreement. The Funding shall be made available on or before September 30, 2013. All or a portion of the Funding, as mutually agreed upon by the City and the URA, shall be repaid to the City upon the transfer by the URA of the Property to a subsequent developer, as purchaser. The City consents to the URA's conveyance of the Property to a third party in accordance with C.R.S. Section 31-25-106(2).

B. Funding for Environmental Remediation. The City further agrees assist the URA by directly or indirectly contributing funds, obtaining grants or otherwise expending money in

amounts necessary to remediate the Property as part of the Colorado Department of Public Health and Environment's Voluntary Clean Up Program ("VCUP"), in a total amount to be estimated on or before the purchase of the Property by the URA.

2. **Obligations of the URA.** The URA shall:

- A. Close upon the Property as set forth in the Purchase Agreement;
- B. Cause any environmental contamination of the Property to be remediated such as to result in a "no further action determination" by the Colorado Department of Public Health and Environment;
- C. Use the funding provided for environmental remediation of the Property for its stated purpose;
- D. Convey or sell the Property to a developer, as purchaser upon the developer, as a bona fide prospective purchaser, being able to obtain a "no further action determination" by the Colorado Department of Public Health and Environment; and
- E. Repay to the City any funds received from the City or otherwise which are in excess of amounts necessary for purchase of the Property, or for environmental remediation as described at Paragraph 2.B.

3. **Notice.** Any notice required or permitted by this Agreement shall be deemed validly given at the time the notice is delivered in person, or deposited in first class or registered mail, or transmitted by facsimile (with confirmation of receipt) to the following addresses:

Steve Art  
Wheat Ridge Urban Renewal Authority  
7500 W. 29<sup>th</sup> Avenue  
Wheat Ridge, CO 80033

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

4. **Paragraph Captions.** The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

5. **Integration and Amendment.** This Agreement represents the entire understanding between the Parties with regards to the subject matter of this Agreement and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

6. **Governing Law.** This Agreement shall be governed by the laws of the State of Colorado. Jurisdiction and venue shall be proper and exclusive in the district court for Jefferson County, Colorado.

7. **Responsibility.** Each Party shall remain responsible for the acts and omissions of its own officials, employees and agents and shall not be responsible for the acts or omissions of the officials, employees or agents of the other Party. Neither Party waives the rights, limitations, and defenses available to it under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as may be amended from time to time, or any other rights or protections otherwise provided by law.


8. **Non-Appropriation//TABOR.** The Parties understand and acknowledge that the City of Wheat Ridge is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of Wheat Ridge are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the City of Wheat Ridge's current fiscal period ending upon the next succeeding December 31. Financial obligations of Wheat Ridge payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Wheat Ridge and other applicable law. Notwithstanding any other provision of this Agreement concerning termination, upon Wheat Ridge's failure to appropriate such funds, this Agreement shall automatically terminate.

9. **No Third Party Beneficiaries.** 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 person or entity not a party to this Agreement.

10. **Execution in Counterparts; Further Assurances.** This Agreement may be executed by the Parties with separate signature pages, each of which shall constitute an original and together which shall constitute one and the same agreement. The Parties shall execute any other documents and to take any other action necessary to carry out the intent of this Agreement.

**IN WITNESS WHEREOF**, the Parties have caused the Agreement to be duly executed as of the date first written above.

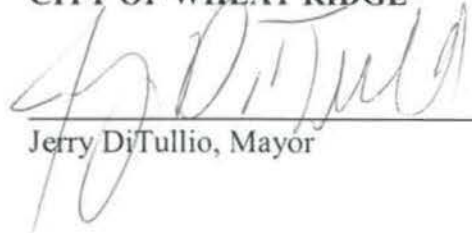
**WHEAT RIDGE URBAN RENWAL  
AUTHORITY d/b/a RENEWAL WHEAT  
RIDGE**

By: , Chair  
Kristi Davis

ATTEST:


  
Patrick Goff – Executive Director

**CITY OF WHEAT RIDGE**

  
Jerry DiTullio, Mayor



ATTEST:

  
Janelle Shaver, City Clerk

**EXHIBIT A**

Legal Description of the Property

**PARCEL A:**

THE NORTH 198 FEET OF TRACT 1, ADKINS SUBDIVISION, EXCEPT THAT PORTION CONVEYED TO THE CITY OF WHEAT RIDGE BY INSTRUMENT RECORDED OCTOBER 26, 1992 AT RECEPTION NO. 92136103, COUNTY OF JEFFERSON, STATE OF COLORADO.

**PARCEL B:**

THE SOUTH 30 FEET OF THE NORTH 228 FEET OF TRACT 1, ADKINS SUBDIVISION, COUNTY OF JEFFERSON, STATE OF COLORADO.