

CITY COUNCIL WORK SCHEDULE

May 7, 2024, Business Meeting

1. Mental Health Proclamation
2. 2023 Appropriations

May 7, 2024, Work Session

1. Scheduled Code Updates – Review
2. Judge Conversation

May 21, 2024, Business Meeting

- 1.

May 21, 2024, Work Session

1. Jeffco Love My Air Program
2. School Traffic Presentation

June 4, 2024, Business Meeting

1. Urban Forestry Master Plan (Adoption)

June 4, 2024, Work Session

- 1.

June 15, 2024 (City Council Retreat)

- 1.

July 2, 2024, Business Meeting

1. Comprehensive Plan (Adoption)

Parking Lot:

January-June 2024

- Jeffco SWAT IGA
- Stadium Sale Funds
- West Metro Fire Updates
- Natural Health Regulation Update (Mushrooms)
- School District Meeting
- Judge Compensation
- 2021 Audit

July-December 2024

- Sales Tax on Groceries
- SUTS Update
- Charter Committee
- Sustainability Policy Revisions
- Grant Process Review

Tentative 2024 City Council Meeting Schedule

May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
5/7/24 Council Meeting	6/4/24 Council Meeting	7/2/24 Council Meeting	8/6/24 No Mtg.	9/3/24 No Mtg.	10/1/24 Council Meeting	11/5/24 No Mtg.	12/3/24 Council Meeting
5/21/24 Council Meeting	6/15/24 Council Retreat	7/16/24 Council Meeting	8/20/24 Council Meeting	9/17/24 Council Meeting	10/15/24 Council Meeting	11/19/24 Budget Workshop	12/17/24 Council Meeting
	6/18/24 No Mtg.				10/29/24 Exec. Session		



**EDGEWATER CITY COUNCIL
BUSINESS MEETING AND WORK SESSION
HELD AT 1800 HARLAN STREET
EDGEWATER, CO 80214 AND
VIRTUALLY THROUGH
THE GOTO MEETING APP**

<https://meet.goto.com/665049109>

You can also dial in using your phone.

United States: [+1 \(646\) 749-3122](tel:+16467493122)

Access Code: [665-049-109](tel:+16467493122)

April 16, 2024

6:30 pm

****Requests for ADA accommodations (including American Sign Language interpretation or CART) can be made by emailing cityclerk@edgewaterco.com****

Notice: City Council packets are prepared several days prior to the meeting. Please be advised that items will be addressed and acted upon with little discussion. These items have usually been presented at a prior City Council workshop and may appear as part of a consent agenda.

3 or more other City Board or Commission members may attend this meeting

General public comments will be limited to **three minutes** each and must be pre-scheduled a minimum of 6 hours prior to the meeting by completing the form at the link below. Attendees present in the Council Chambers will have the opportunity to speak after all scheduled public comment requests have been heard.

Public Comment Registration can be found [here](#), or on the City's website.

Public Comments will be heard in the order in which the request was received.

City Council may or may not respond to your comments, but instead take your comments and suggestions under advisement and direct your questions to the appropriate person or department for follow-up.

The principal purpose of a Business Meeting is to consider and take formal action concerning matters that have come before the Council for formal action.

ITEM 1. BUSINESS MEETING CALL TO ORDER

ITEM 2. Roll Call

ITEM 3. Pledge of Allegiance

ITEM 4. Consent Agenda

1. Agenda
2. Minutes – April 2, 2024

ITEM 5. Public Comment

ITEM 6. Communications from the City Manager, and Staff

ITEM 7. Communication from Boards, Commissions and Membership Organizations

ITEM 8. Presentations

1. Arbor Day Proclamation
2. Gold Crown Presentation

ITEM 9. Resolution 2024-06

Discussion and Possible Action on Resolution 2024-06, A RESOLUTION DESIGNATING CITY MANAGER, DEPUTY CITY MANAGER, AND CITY CLERK, AS AUTHORIZED SIGNATORIES ON THE CITY'S COMMERCIAL CREDIT CARD ACCOUNT WITH HUNTINGTON NATIONAL BANK

ITEM 10. Resolution 2024-07

Discussion and Possible Action on Resolution 2024-07, A RESOLUTION APPROVING AN AMENDED CITY EMPLOYEE COMPENSATION PLAN TO INCLUDE ADDITIONAL NEIGHBORHOOD POLICE OFFICER POSITIONS AND NEW ADMINISTRATIVE FLEX POSITIONS

ITEM 11. Ordinance 2024-04

Discussion and Possible Action on the First Reading of Ordinance 2024-04, AN ORDINANCE AMENDING SECTION 2-3-230 OF THE EDGEWATER MUNICIPAL CODE TO ELIMINATE THE REQUIREMENT THAT THE CITY EMPLOYEE COMPENSATION PLAN SPECIFY THE NUMBER OF PART-TIME EMPLOYEE POSITIONS

ITEM 12. Ordinance 2024-03

Discussion and Possible Action on the Second Reading of Ordinance 2024-03, AN ORDINANCE AUTHORIZING THE PURCHASE OF REAL PROPERTY LOCATED AT 2447 BENTON STREET, EDGEWATER, COLORADO

ITEM 13. General Business

1. Action Center Grant Request

ITEM 14. Public Comment

ITEM 15. Mayor and Council Comments

ITEM 16. Discussion of Upcoming Agendas

ITEM 17. BUSINESS MEETING ADJOURNMENT

**EDGEWATER CITY COUNCIL
BUSINESS MEETING & WORK SESSION
MINUTES
March 19, 2024**

ITEM 1. BUSINESS MEETING CALL TO ORDER

Mayor Conklin called the Business Meeting to order at 6:30pm

ITEM 2. Roll Call

Present: Mayor, Steve Conklin, Council Member Bill Berg, Council Member Joie Iten, Council Member, John Thomsen, Council Member, Lilly Stierer, Council Member, Kali Janda, Council Member, Hannah Gay Keao, and Council Member, Mercedes Valdez.

Also Present: City Manager, Dan Maples, Deputy City Manager/Community Development Director, Jocelyn Mills, Police Chief, Eric Sonstegard, and City Attorney, Carmen Beery.

ITEM 3. Pledge of Allegiance

ITEM 4. Consent Agenda

1. Agenda
2. Minutes – March 19, 2024

Mayor Conklin suggested moving Item #16(3) to Item #16(1), to allow our City Attorney the ability to be present for that conversation.

Council Member Gay Keao made a motion to approve the Consent Agenda as amended, moving Item #16(3) to Item #16(1). Seconded by Council Member Valdez and passed unanimously.

ITEM 5. Public Comment

Karen Lipfert, resident, with the continued increase of the cost of living in Edgewater, Karen proposed the City of Edgewater stop the collection of Sales Tax on grocery purchases to help those struggling to make ends meet.

Larry Welshon, resident and Kathy Haden, resident, support the idea of removing Sales Tax on grocery purchases.

ITEM 6. **Communications from the City Manager, and Staff**

Police Chief, Sonstegard, informed Council that Officer Sandy Santi passed her field training this past weekend and will be working her first shift tomorrow night as a solo Police Officer. Completing field training is always a huge accomplishment, what was unknown is Sandy's background and upbringing and she has overcome to be a Police Officer is also a great celebration. Right in the middle of field training, Sandy had a very serious personal medical issue that stopped her field training for about two months, but she wanted this job so badly that she came back from that and did even better when she came back. We are all excited for that and will put something on Facebook, Thursday, or Friday to celebrate her accomplishments.

City Manager, Maples mentioned that Kit is attending an ADA Inspector Certification program in Minnesota. Colorado does not offer the program, so he went to Minnesota to get certified. An email was sent to Council asking if any member wanted to assist with the City survey. We have to move quickly, so if interested please let Dan know. Also reached out to Council to see what type of information they would like in their monthly reports from staff. We want to make sure what we are providing is helpful. Please send an email with your report information preferences.

Deputy City Manager and Community Development Director, Mills gave an update from the Communications and Events team. Monique Berchard has done an amazing job on the City's first ever Spring/Summer City Brochure. It will be arriving the end of this week or beginning of next week.

ITEM 7. **Communication from Boards, Commissions and Membership Organizations**

Mayor Conklin gave updates on the Jeffco Housing Advocacy Steering Committee, working on a plan to help with housing issues for "middle". DRCOG, meets tomorrow and later in the month has their retreat, that he will be participating in. Metro Mayor's Caucus meets tomorrow at 7:30 a.m. CC4CA and the Metro Mayor's Legislative Committees met last week to talk about a number of issues coming up, many of which are housing. Mayor Conklin read a little bit of the email from DRCOG asking for support regarding the Long Bill, as far as priorities of the State. Funding for Sr. Programs is seriously lacking and has not been increased since 2019, so DRCOG is trying to get that into the Long Bill.

ITEM 8. Presentations

1. Housing Homelessness Navigator Update

Deputy City Manager and Community Development Director, Mills, gave a brief overview of Edgewater's partnership with the City of Wheat Ridge for our Homeless navigation program and our two representatives who operate that program are here tonight to give an update on that program.

Kory Kolar, the Housing Navigator and Maddy Horgan, the Homeless Navigator for Wheat Ridge and Edgewater introduced themselves to Council and gave a presentation on the Program Overview and how it operates specifically for Edgewater, and went over some Grants & Partnerships they have been working on, and offered a list of ways to help.

ITEM 9. Ordinance 2024-03

Council Member Berg made a motion to approve the First Reading of Ordinance 2024-03, AN ORDINANCE AUTHORIZING THE PURCHASE OF REAL PROPERTY LOCATED AT 2447 BENTON STREET, EDGEWATER, COLORADO, as presented. Seconded by Council Member Thomsen and passed unanimously.

Prior to the vote, Karen Hing, resident, presented the question, "Why is the City purchasing this property?" City Manager Maples responded that the purchase would provide space for future development in line with the Community Vision, as addressed in the forthcoming Edgewater Comprehensive plan. Mayor Conklin added the State is working to impose some mandates on Local Municipalities in terms of housing. As we look at Proposition 123, having a parcel that we are able to work with developers on, can help and be more workable for the community.

Larry Welshon, resident, stated he understood and appreciates the Mayor talking around the possibility of the State changes, and appreciates the Mayor advocating for the City of Edgewater. From his perspective as a citizen of Edgewater, there is still a cloud of mystery over it, and that is troubling. If there is more information that could be provided, it would be greatly appreciated. Mayor Conklin responded there is no specific plan at this time but when a parcel of land becomes available for a reasonable price, next to adjoining parcel that the City already owns, it creates opportunities that are very rare.

Council Member Valdez stated she is happy to see the resident so engaged on this topic. Mention she was concerned as well and had a lot of questions and after learning more about it, she realized that it is a unique opportunity for the City. If at

a later date, the City doesn't do anything with it, they can always benefit by reselling to get the investment back.

Council Member Iten agreed and stated it is a low risk purchase, especially if the current tenant is staying for at least a year, hopefully longer, until we decide what to do with it. Overall, the way the market is going, selling in the future would be profitable.

Council Member Gay Keao stated community control of land and community acquisition of land is important for a multitude of reasons. It is inline with the City's values. It is going to give the City more control with everything that is happening with housing and land use coming from the State

ITEM 10. General Business

None

ITEM 11. Public Comment

None

ITEM 12. Mayor and Council Comments

Council Member Valdez - Thanked Kory and Madde for their Housing and Homeless Navigator presentation. It is a great program. Thanked Karen for putting together the article in the Echo. She will be doing research on this topic and understands the finance struggle people are going through.

Council Member Gay Keao – Welcomed Council Member Berg back, It is great seeing him here tonight. He looks well and healthy. Happy Belated Easter. Asked if other Council Members received inquiries on the Edgewater Easter Egg Hunt. People love that event, and it was missed this year. Happy Trans Day of Visibility to everyone because Trans rights are human rights. Had the opportunity to visit Gold Crown's Field House in Lakewood and stated some young people in that program might be coming to speak next week. They are doing a lot of work around food equity and a project called Equitable on Friday, April 26, 2024, from 4pm – 7pm and a block party around Memorial Park. We've had important conversations and comments from everyone, including the public, and thinks that is important. Looking forward to the workshop surrounding housing tonight. Anything that mitigates displacement is something that is super critical and important to her. HB 241098 is a new eviction bill that just passed both chambers and is on the way to the Governor's desk. Thanked Karen Lipfert for attending tonight and mentioned she did read the article in the Echo and does not disagree with her statements. Thanked Larry and Kathy for their comments as well. Mentioned the City is heavily dependent on Sales Tax

collections in the City. It really puts a disproportionate way, when we think about the two major retailers in Edgewater and the necessary items they sell on lower income people. Thinks it is worth Council keeping that in mind with follow up conversations. Has been listening to Beyonce's new album a lot lately and mentioned the backlash she is receiving for making a country album and for various reasons, does not belong in the Country genre. It is a well thought out album with Dolly Parton, Willie Nelson and Linda Martell all make an appearance on the album. Seeing the narratives of what belongs and what doesn't belong is really gate capped by the people who have the most power. Recommends everyone in elected office listen to this album as it relates to items that come before us.

Council Member Janda – Is also listening to the album non-stop. Hopes everyone is having a nice start to the spring season and hopes those who celebrate Easter had a nice time over the weekend. Appreciated the Homeless Navigation presentation tonight and looks forward to working together and learning more about the program. She had the opportunity to observe Edgewater's Municipal Court this morning and it was great to have seen Judge Cahn's presentations to Council in the past but to watch him interact with people reaffirmed everything he's ever said in his presentations. Also mentioned Transgender Day Visibility. It is important to celebrate and take action for trans members of the community. Earth Day is coming up in April, would like to organize a casual, street trash pickup event.

Council Member Steirer – This Saturday is the sticks-to-chips and compost pickup day. Spoke on the executive session dynamics surrounding purchasing a property within the City. The discussions are confidential and they are unable to share discussions with the community. Appreciates the trust of the community, and appreciates the comments and engagement about next best steps. Is excited to hear what the community wants to see in both newly purchased properties on Benton St.

Council Member Thomsen – Welcomed Council Member Berg back, in person. Circled back to the conversations from the last Council meeting on Land Use bills and shared that after reading the Bills, he did sign the CML letter. Mentioned that he has been taking the RTD bus the past few weeks and the frequency on most bus lines is only once an hour. Talked about reducing car traffic on the streets and making public transportation more convenient.

Council Member Iten – Spoke on the acquisition of the Benton St. property and that it would be nice to get community input on the property. Welcomed back Council Member Berg.

Council Member Berg – Thanked everyone for their well wishes, thoughts and prayers. It's been a rough few months. Does not have cancer and has a strong outlook on things. Asked Chief Sonstegard to send his congratulations and well wishes to Officer Santi. What a cool milestone for her.

Mayor Conklin – Express how wonderful it was having all of Council present in person tonight and thanked everyone for being present. Mentioned Gold Crown and what an amazing resource they are for the community. Has been in communication with Fran at Gold Crown, trying to get another tour of the facility scheduled for Council. He is a member of the Mayor’s Alliance and Hunger, a nationwide initiative of mayors working together. Will have his first meeting in a month or so and is anxious to see what comes from that meeting. Thanked Karen and Kathy for being here tonight to talk about the collection of grocery tax. Many Council members are, in spirit, supportive, but must see how things play out with the States unfunded mandate proposals. If some pass, the City’s infrastructure will have challenges. Will have to see what it all looks like when its time to go through the budgeting process. Wanted to let them know that they are heard by all Council Members. He and City Manager Maples had a great conversation with the school Superintendent and a member of her staff. Thanked Dan for setting up that meeting. Mentioned, he too, was trying to figure out where the Easter Egg Hunt was this year. The City has had some amazing events in the past and it is important to think about how those events connect with the community and how important they can be. Spoke about the businesses along 25th Ave., and what their businesses are going through during the construction phase. Appreciates Dan and Kit communication with the businesses and thanked the businesses for patience and understanding. As a radio historian, he spoke about the retirement of Harry Smith. He was with NBC for 10 years, CBS for 25 years and hosted the morning show on CBS for 17 years. He actually worked in Edgewater in 1975 as a disc jockey for KIMN radio. He will be teaching at his alma mater in Iowa, focusing on curiosity.

ITEM 13. Discussion of Upcoming Agendas 7:45 pm

ITEM 14. BUSINESS MEETING ADJOURNMENT

Mayor Conklin adjourned the meeting at 7:50 pm

ITEM 15. WORK SESSION CALL TO ORDER 8:01pm

ITEM 16. General Business

1. Housing Assistance Discussion 8:04 pm
2. Emergency Operation Plan 8:44 pm
3. Proactive Personnel Management 8:56 pm

ITEM 17. Mayor and Council Comments 9:00 pm

ITEM 18. WORK SESSION ADJOURNMENT 9:00 pm



City Council Agenda Item Form

Agenda Item Number:	Item 8
Title:	Arbor Day Proclamation
Agenda Date:	<input checked="" type="checkbox"/> City Council Workshop: 04/16/24 <input type="checkbox"/> City Council Business Meeting:
Initiated By:	<input type="checkbox"/> City Council <input checked="" type="checkbox"/> Staff member:
Staff Contact:	Name: Amber Magee Email: amagee@edgewaterco.com Phone: 720-763-3011
Type:	<input type="checkbox"/> Open Discussion for direction <input type="checkbox"/> Informational/Presentation <input type="checkbox"/> Policy/Code Change <input type="checkbox"/> Resolution/Ordinance <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Other: Proclamation
Topic Description:	2024 Arbor Day Proclamation
Plan Alignment:	<input type="checkbox"/> Council Strategic Plan: Housing <input type="checkbox"/> Comprehensive Plan <input type="checkbox"/> Parks and Recreation Master Plan <input type="checkbox"/> Sheridan Boulevard Multimodal Corridor Plan <input type="checkbox"/> Sustainability Plan <input type="checkbox"/> Traffic Calming and Mobility Plan <input type="checkbox"/> Walker Branch Master Plan <input type="checkbox"/> Other:
Financial Impact:	
Staff Impact:	
History/ Background:	Annual Arbor Day Proclamation
Staff Analysis/Information:	This proclamation will designate April 29, 2024 as Arbor Day in the City of Edgewater, and help us on our way to the 31 st year of Edgewater being a "Tree City".

The Tree City USA program provides communities with a four-step framework to maintain and grow their tree cover. It also gives them an avenue to celebrate their work, showing residents, visitors, and the entire country that they're committed to the mission of environmental change.

Attachments: Arbor Day Proclamation



OFFICE OF THE MAYOR

ARBOR DAY

PROCLAMATION

Whereas, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, on behalf of the City Council and the people of the City of Edgewater, Colorado, I, John Beltrone, Mayor of the City of Edgewater, Colorado, by virtue of the authority vested in me, do hereby proclaim **April 29, 2024**, to be known as:

ARBOR DAY in the City of Edgewater, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Given under my hand and Seal of the City of Edgewater, this 16th day of April, 2024.

Steve Conklin, Mayor



City Council Agenda Item Form

Agenda Item Number:	Item 9
Title:	Resolution 2024-06
Agenda Date:	<input type="checkbox"/> City Council Workshop: <input checked="" type="checkbox"/> City Council Business Meeting: 4/16/24
Initiated By:	<input type="checkbox"/> City Council <input checked="" type="checkbox"/> Staff member:
Staff Contact:	Name: Dan Maples/ Jocelyn Mills Email: dmaples@edgewaterco.com Phone: 720-763-3012
Type:	<input type="checkbox"/> Open Discussion for direction <input type="checkbox"/> Informational/Presentation <input type="checkbox"/> Policy/Code Change <input checked="" type="checkbox"/> Resolution/Ordinance <input type="checkbox"/> Contract <input type="checkbox"/> Other:
Topic Description:	Approval of a resolution designating City Manager, Duputy City Manager and City Clerk as authorized signatories on commercial credit card account.
Plan Alignment:	<input type="checkbox"/> Council Strategic Plan <input type="checkbox"/> Comprehensive Plan <input type="checkbox"/> Parks and Recreation Master Plan <input type="checkbox"/> Sheridan Boulevard Multimodal Corridor Plan <input type="checkbox"/> Sustainability Plan <input type="checkbox"/> Traffic Calming and Mobility Plan <input type="checkbox"/> Walker Branch Master Plan <input type="checkbox"/> Other:
Financial Impact:	No additional cost at this time.
Staff Impact:	This approval will assist with making a banking change that will make processing credit cards more efficient.
History/ Background:	Credit cards expenditures have been approved by the City Manager or another designated signatory. When starting with a new bank, Huntington Bank has asked that we provide a signed resolution approving this process.
Staff Analysis/Information:	Staff have been working to move finances to a new bank for the last few months. We feel that our banking needs can be better met by Huntington Bank following a review of other banking proposals. This

	resolution will provide for the opening of the Commercial Credit Card account. This is the first step in converting our banking to a new bank. Please find attached memorandum.
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Attachments:

- 1. Resolution 2024-06**

CITY OF EDGEWATER
RESOLUTION NO. 2024-06
SERIES OF 2024

A RESOLUTION DESIGNATING THE CITY MANAGER, DEPUTY CITY MANAGER AND CITY CLERK AS AUTHORIZED SIGNATORIES ON THE CITY’S COMMERCIAL CREDIT CARD ACCOUNT WITH HUNTINGTON NATIONAL BANK

WHEREAS, the City of Edgewater, Colorado (“City”) is a Colorado home rule municipal corporation possessing all the authority of self-governance conferred by the Colorado Constitution and the City’s Home Rule Charter (“Charter”), including the power to enter into contracts and agreements to procure goods and services; and

WHEREAS, pursuant to this authority, the City has entered into an agreement with Huntington National Bank (“HNB”) for certain financial services, including a commercial credit card account; and

WHEREAS, in association with said credit card account, HNB has requested formal designation of certain persons as authorized signatories on the account, as approved by the Edgewater City Council (“Council”); and

WHEREAS, the Council therefore desires to designate the City Manager, Deputy City Manager and City Clerk as authorized signatures on the HNB commercial credit card account.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDGEWATER, COLORADO, THAT:

The City Council hereby designates the City Manager, Deputy City Manager and City Clerk as authorized signatories on the City’s Huntington National Bank Commercial Credit Card Account. The City Manager is further authorized to execute any additional documents and forms necessary to effectuate the purpose of this Resolution.

INTRODUCED, READ AND ADOPTED this 16th day of April, 2024.

Steve Conklin, Mayor

ATTEST:

Lenore Pedroza, MMC
City Clerk

APPROVED AS TO FORM:

Carmen Beery, City Attorney



City Council Agenda Item Form

Agenda Item Number:	Item 10
Title:	Resolution 2024-07
Agenda Date:	<input checked="" type="checkbox"/> City Council Workshop: 4/02/24 <input checked="" type="checkbox"/> City Council Business Meeting: 4/16/24
Initiated By:	<input type="checkbox"/> City Council <input checked="" type="checkbox"/> Staff member:
Staff Contact:	Name: Dan Maples/ Jocelyn Mills Email: dmaples@edgewaterco.com Phone: 720-763-3012
Type:	<input type="checkbox"/> Open Discussion for direction <input type="checkbox"/> Informational/Presentation <input type="checkbox"/> Policy/Code Change <input checked="" type="checkbox"/> Resolution/Ordinance <input type="checkbox"/> Contract <input type="checkbox"/> Other:
Topic Description:	Approval of updated Compensation Plan to include two additional Neighborhood Police Officers, when full staffed, and 2 flex administrative employees.
Plan Alignment:	<input checked="" type="checkbox"/> Council Strategic Plan <input type="checkbox"/> Comprehensive Plan <input type="checkbox"/> Parks and Recreation Master Plan <input type="checkbox"/> Sheridan Boulevard Multimodal Corridor Plan <input type="checkbox"/> Sustainability Plan <input type="checkbox"/> Traffic Calming and Mobility Plan <input type="checkbox"/> Walker Branch Master Plan <input type="checkbox"/> Other:
Financial Impact:	No additional cost at this time as we are not at full staff numbers. Please see memorandum for further explanation.
Staff Impact:	This approval will assist with a solution to increase staff efficiency and productivity.
History/ Background:	Currently, the Edgewater Municipal Code requires the City Manager to submit and receive approval of a Compensation Plan that includes “the positions of permanent and temporary employment and the number of employees in each position.” The Code also provides that no person can be hired unless the position they’re hired into is provided for in the Compensation Plan (CP). This sets up a scenario where the City Manager

	could hire up to the # of employees provided for in the CP, but cannot exceed that #, without amendment to the Plan.
Staff Analysis/Information:	Please find attached memorandum.

Attachments:

1. **Personnel Management Memorandum**



OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: MAYOR CONKLIN AND CITY COUNCIL

FROM: DAN MAPLES, CITY MANAGER

SUBJECT: PERSONNEL MANAGEMENT

DATE: 04/11/24

Problem Statement: The Edgewater Municipal Code requires the City Manager to submit and receive approval of a Compensation Plan that includes “the positions of permanent and temporary employment and the number of employees in each position.” The Code also provides that no person can be hired unless the position they’re hired into is provided for in the Compensation Plan (CP). This sets up a scenario where the City Manager could hire up to the # of employees provided for in the CP, but cannot exceed that #, without amendment to the Plan.

Police Patrol Officers: Currently, the Police Department (PD) has the baseline number of needed officers to work the needed shifts. It is typical that when we have openings on patrol shifts, that shift is covered by overtime or a shift may not be fully staffed until we fill the vacancy. To fill a vacancy, after the hiring process, a new officer is scheduled for Field Training for at least six months. This means even when the Department reaches full staff, the shifts are still short of the needed patrol staff.

It has been a long time since the PD has been able to maintain a full sworn staff without new officers being in Field Training. The Department also sees a lot of scheduling issues when we have someone hurt (workers comp) and on extended leave or on administrative leave.

Being able to assign patrol officers to other important community policing positions is crucial and this cannot be achieved when the department is at a base line staffing level. There is also some interest in initiating a program to move employees up to police officer from other non-sworn positions in the department.

Full Time on Leave: Most of the City’s departments include minimal staff members (one and two person departments). When we have a staff member on extended leave (workers comp., family leave, paid or non-paid leave) it usually creates a gap in duties being completed or it creates an unbalanced and overly burdensome workload for staff and supervisors. Sometimes we can bring in contracted staff support but for most of our positions this gets very challenging to find the right contract.

Changes to Compensation Plan: The attached amended Compensation Plan reflects the following changes (in red):

1. Change Revision Date: Any time this plan is updated we change the revision date.
2. Add two Neighborhood Police Officers: As discussed at the worksession on 4/1/24, the additional police officer positions have been added as Neighborhood Police Officers. If we were ever at full staff levels, we would have three (3) in this role.
3. Add 2 Administrative Flex Positions as Temporary Employees: This is a way to fill positions that are out on leave and not add to the number of year-to-year full-time staff.

Financial Implications: Below are some financial implications for the proposed changes to the compensation plan.

Additional Neighborhood Police Officers: If at any time the Police Department reaches full staff there would be an increase in salaries for entry level officers. Below is a breakdown of annual costs for one additional officer.

Entry Level Officer Salary	\$69,368
Benefits	\$10,500

Administrative Flex Positions: The costs would be determined based on the salary ranges for the position that the flex position was filling. With employees out on Workers Compensation, there would be no additional costs until the employee returns to duty.

CITY OF EDGEWATER
RESOLUTION NO. 2024 - __
SERIES OF 2024

A RESOLUTION APPROVING AN AMENDED CITY EMPLOYEE COMPENSATION PLAN TO INCLUDE ADDITIONAL NEIGHBORHOOD POLICE OFFICER POSITIONS AND NEW ADMINISTRATIVE FLEX POSITIONS

WHEREAS, pursuant to Edgewater City Charter Section 9.2(10), the City Manager has previously prepared and submitted to the City Council, and the City Council has previously approved, as part of the City’s 2024 budget, a compensation plan that addresses every position of employment within the City for the year 2024; and

WHEREAS, the City Manager has requested changes to said plan to include additional Neighborhood Police Officer positions and new Administrative Flex Positions; and

WHEREAS, the Edgewater City Council (“Council”) finds that the additional Neighborhood Police Officer positions would permit the Chief of Police some flexibility in hiring additional neighborhood-focused officers and/or rotating officers into and out of such positions as necessary or desirable; and

WHEREAS, the Council further finds that the new Administrative Flex Positions would permit the City Manager some flexibility to temporarily fill permanent positions that are vacated by some form of long-term leave or absence, but from which the permanent employee is expected to return; and

WHEREAS, the Council determines that both requested amendments to the 2024 compensation plan are reasonable and desirable, given the history of the City’s employment roster and the projected needs of the same during this calendar year.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDGEWATER, COLORADO THAT:

The Compensation Plan attached hereto and dated as amended on April 16, 2024, is hereby approved, effective immediately.

INTRODUCED, READ AND ADOPTED this 16th day of April, 2024.

Steve Conklin, Mayor

ATTEST:

Lenore Pedroza, MMC, City Clerk



City Council Agenda Item Form

Agenda Item Number:	Item 11
Title:	Ordinance 2024-04
Agenda Date:	<input checked="" type="checkbox"/> City Council Workshop: 4/02/24 <input checked="" type="checkbox"/> City Council Business Meeting: 4/16/24
Initiated By:	<input type="checkbox"/> City Council <input checked="" type="checkbox"/> Staff member:
Staff Contact:	Name: Dan Maples/ Jocelyn Mills Email: dmaples@edgewaterco.com Phone: 720-763-3012
Type:	<input type="checkbox"/> Open Discussion for direction <input type="checkbox"/> Informational/Presentation <input type="checkbox"/> Policy/Code Change <input checked="" type="checkbox"/> Resolution/Ordinance <input type="checkbox"/> Contract <input type="checkbox"/> Other:
Topic Description:	Approval of an amendment to the Edgewater Municipal Code removing the need to list number of part time positions on the compensation plan.
Plan Alignment:	<input checked="" type="checkbox"/> Council Strategic Plan <input type="checkbox"/> Comprehensive Plan <input type="checkbox"/> Parks and Recreation Master Plan <input type="checkbox"/> Sheridan Boulevard Multimodal Corridor Plan <input type="checkbox"/> Sustainability Plan <input type="checkbox"/> Traffic Calming and Mobility Plan <input type="checkbox"/> Walker Branch Master Plan <input type="checkbox"/> Other:
Financial Impact:	No additional costs. All costs already budgeted for in approved 2024 Budget.
Staff Impact:	This approval will assist with a solution to increase staff efficiency and productivity.
History/ Background:	Currently, the Edgewater Municipal Code requires the City Manager to submit and receive approval of a Compensation Plan that includes “the positions of permanent and temporary employment and the number of employees in each position.” The Code also provides that no person can be hired unless the position they’re hired into is provided for in the Compensation Plan (CP). This sets up a scenario where the City Manager

	could hire up to the # of employees provided for in the CP, but cannot exceed that #, without amendment to the Plan.
Staff Analysis/Information:	Please find attached memorandum.

Attachments:

1. **Part Time Staff Memorandum**

CITY OF EDGEWATER

**ORDINANCE NO.2024-04
SERIES OF 2024**

AN ORDINANCE AMENDING SECTION 2-3-230 OF THE EDGEWATER MUNICIPAL CODE TO ELIMINATE THE REQUIREMENT THAT THE CITY EMPLOYEE COMPENSATION PLAN SPECIFY THE NUMBER OF PART-TIME EMPLOYEE POSITIONS

WHEREAS, the City of Edgewater, Colorado (the “City” or “Edgewater”), is a Colorado home rule municipality, duly organized and existing pursuant to Section 6 of Article XX of the Colorado Constitution;

WHEREAS, pursuant to Section 9.2(10) of the Edgewater Home Rule Charter, the Edgewater City Council (“Council”) has established certain requirements related to the content of the employee compensation plan the City Manager must prepare and present to the Council for approval from time to time, such requirements codified as Sections 2-3-220 and 2-3-230 of the Edgewater Municipal Code (“Code”); and

WHEREAS, Code Section 2-3-230 requires the compensation plan to include the number of part-time employees authorized; and

WHEREAS, the Council finds that such specificity concerning part-time employees unnecessarily hampers the City Manager’s ability to respond to changing conditions and needs of the workplace, such as when part-time employees temporarily work greater than part-time hours due to a temporary or unforeseen project or event or when full-time employees need to transition to part-time for some period of time; and

WHEREAS, the Council further finds that the Council retains ultimate oversight of City spending on employee compensation in the form of budgetary review and approval; and

WHEREAS, the Council therefore finds that it is reasonable and desirable to remove the required specificity concerning part-time employees from the compensation plan because doing so would provide the City Manager more flexibility to respond to shifting workplace needs without undermining the Council’s ultimate oversight of the budgetary impacts of the same.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDGEWATER, COLORADO, THAT:

Section 1. Section 2-3-230 of the Code, concerning City employee positions and the employee compensation plan, is hereby amended as follows:

Sec. 2-3-230. - Positions; compensation plan.

- (a) No person shall be hired into any position of employment unless the position is provided for in the compensation plan as approved by the City Council from time to time.
- (b) No position shown in the compensation plan ~~as part-time shall be changed to full-time, and no position shown in the compensation plan as temporary shall be changed to permanent;~~ without an amendment to the plan and appropriate budgetary adjustments.

Section 2. Severability. If any section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 3. Repeal. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 4. Safety Clause. The City Council hereby finds, determines, and declares that this ordinance is promulgated under the general police power of the City, that it is promulgated for the health, safety, and welfare of the public, that this ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare, and that this ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 5. Effective Date. This ordinance shall become effective five (5) days after final publication.

INTRODUCED, READ, PASSED ON FIRST READING AND ORDERED PUBLISHED this 16th day of April, 2024.

Steve Conklin, Mayor

ATTEST:

Lenore Pedroza, MMC
City Clerk

PASSED AND ADOPTED ON SECOND READING AND ORDERED PUBLISHED this 7th day of May, 2024.

Steve Conklin, Mayor

ATTEST:

Lenore Pedroza, MMC
City Clerk

APPROVED AS TO FORM:

Carmen Beery, City Attorney



OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: MAYOR CONKLIN AND CITY COUNCIL

FROM: DAN MAPLES, CITY MANAGER

SUBJECT: PART TIME PERSONNEL MANAGEMENT

DATE: 04/11/24

Problem Statement: Currently, the Edgewater Municipal Code requires the City Manager to submit and receive approval of a Compensation Plan that includes “the positions of permanent and temporary employment and the number of employees in each position.” The Code also provides that no person can be hired unless the position they’re hired into is provided for in the Compensation Plan (CP). This sets up a scenario where the City Manager could hire up to the # of employees provided for in the CP, but cannot exceed that #, without amendment to the Plan.

Part Time: Part time employees fill a set schedule or are scheduled based on need with programs (revenue generating). Staff utilize approved budget funds to pay for hours when part-time staff are needed. Some part-time staff work more hours than others, so the maximum number of employees could always fluctuate with the availability of current employees. Budget approval provides how much can be spent on part-time staff.

Dept.	Position	#	Hours	Budget
City Clerk	Deputy City Clerk	1	28 hours/ week	City Clerk- PT Hourly (4,000.00)*
	Customer Service Tech.	3	9am – 5pm M-F	
	Deputy Court Clerk	1	28 hours/ week	Court- PT Hourly (34,000)
Com. Services	Construction Mng.	1	Project Based	Project
Com. Development	Neighborhood Compliance Officer	1	25 hours/ week	Com. Development- Hourly (\$220,396)

P&R	Facility Attendant	10	166 hours/ week	Fitness Center- PT Hourly (\$211,000)
	Facility Specialist	3	73 hours/ week	
	Arborist	1	10 hours/ week	Parks & Rec.- PT Hourly (\$105,000)
	Program Assistant	1	3 hours/ week	
	Sports Referee	5	13 hours/ week	
	Facility Assistant	2	26 hours/ week	
	Instructors	5	6 hours/ week	
	Program Specialist	1	25 hours/ week	
Comm. & Events	Events & Sen. Assist.	1	10 hours/ week	Comm. & Events- PT Hourly (\$16,000)

**While putting this memorandum together staff realized that the City Clerk Budget did not include enough funding for all part-time staff. There may be enough funds to cover within the department but also may need an appropriation in the future.*



City Council Agenda Item Form

Agenda Item Number:	Item 12
Title:	Purchase & Sale Agreement for 2447 Benton St., Edgewater, CO
Agenda Date:	<input type="checkbox"/> City Council Workshop: <input checked="" type="checkbox"/> City Council Business Meeting: 4/2/24, 4/16/24
Initiated By:	<input type="checkbox"/> City Council <input checked="" type="checkbox"/> Staff member:
Staff Contact:	Name: Dan Maples Email: dmaples@edgewaterco.com Phone: 720-763-3012
Type:	<input type="checkbox"/> Open Discussion for direction <input type="checkbox"/> Informational/Presentation <input type="checkbox"/> Policy/Code Change <input checked="" type="checkbox"/> Resolution/Ordinance <input type="checkbox"/> Contract <input type="checkbox"/> Other:
Topic Description:	Second reading of an ordinance authorizing the purchase of real property located at 2447 Benton St. Edgewater Colorado.
Plan Alignment:	<input type="checkbox"/> Council Strategic Plan: Business Community/ Economics <input checked="" type="checkbox"/> Comprehensive Plan <input type="checkbox"/> Parks and Recreation Master Plan <input type="checkbox"/> Sheridan Boulevard Multimodal Corridor Plan <input type="checkbox"/> Sustainability Plan <input type="checkbox"/> Traffic Calming and Mobility Plan <input type="checkbox"/> Walker Branch Master Plan <input type="checkbox"/> Other:
Financial Impact:	Purchase price of \$505,000
Staff Impact:	No additional staff impact at this time.
History/ Background:	At this time, no immediate change would be planned, and the purchase would provide space for future development in-line with the community vision as addressed in the forthcoming Edgewater Comprehensive Plan update. For more information on the Comprehensive Plan, please visit: https://envisionedgewaterco.com/2023compplan

Staff Analysis/Information:	<p>City Manager/City Attorney have consulted and negotiated with the seller of the property and have settled on a reasonable purchase agreement for the property.</p> <p>Per Sec.04-6-120 City Council shall find the following requirements satisfied:</p> <ol style="list-style-type: none">1) Acquisition approved by Ordinance2) Review of City's current property holdings, including lease and rentals.3) Determine if the acquisition is compatible with the City's Master Plan (Comp Plan) and vision.4) Purchase price is reasonable.5) Any estimated cost for City to do due diligence on property.6) Estimated cost to City for mitigation, remediation, remodeling or structural engineering that may be required prior to occupancy.7) The mechanisms available to finance the acquisition.8) Appraisal of the property.
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Attachments:

1. **Ordinance _____.**
2. **Sale & Purchase Agreement 2447 Benton St.**
3. **Memorandum: Current Real Estate Holdings (Updated 4/11/24)**

CITY OF EDGEWATER
ORDINANCE NO. 2024-03
SERIES OF 2024

AN ORDINANCE AUTHORIZING THE PURCHASE OF REAL PROPERTY LOCATED AT 2447 BENTON STREET, EDGEWATER, COLORADO

WHEREAS, as a result of the offer to purchase the real property within the City of Edgewater (“City”) addressed as 2447 Benton Street (the “Property”), adjacent to another parcel of recently-acquired City property known as 5440 W. 25th Avenue, as evidenced by the attached Agreement for Purchase and Sale of Real Property, the City has an opportunity to acquire land for possible use in conformance with the City’s developing Comprehensive Plan, expressed affordable housing goals or any other City goal or purpose; and

WHEREAS, pursuant to the Edgewater Municipal Code (“Code”) Section 4-6-120, the City shall purchase real property by ordinance, and shall obtain an appraisal of the property to be purchased from an appraiser, the selection of whom was done publicly and by Council Resolution; and

WHEREAS, the Edgewater City Council (“Council”) has publicly selected and approved, by Resolution, an appraiser for, and thereafter obtained an appraisal of, the Property; and

WHEREAS, the Council has considered, based upon the appraisal, whether the purchase price to be paid for the Property is reasonable; and

WHEREAS, the Council has considered the estimated costs to the City to conduct due diligence regarding the condition of the Property, the estimated costs to the City of any mitigation, remediation, remodeling or structural engineering that may be required prior to occupancy of the Property, and the mechanisms available to finance the acquisition; and

WHEREAS, further, the Council has reviewed the City’s current property holdings, including leases and rentals, and hereby determines that acquisition of the Property is compatible with the City’s Comprehensive Plan and vision; and

WHEREAS, the Council has determined that it is in the best interests of the City to purchase the Property upon the terms and conditions set forth in the attached Agreement for Purchase and Sale of Real Property, dated to be effective as of April 16, 2024 (the “Agreement”).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDGEWATER, COLORADO, THAT:

Section 1. That the Mayor and City Clerk are hereby authorized to execute the attached Agreement and to execute each and every other document necessary or

desirable to effectuate the purchase of the Property in accordance with the terms and conditions of the Agreement.

Section 2. Severability. If any section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 3. Repeal. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 4. Safety Clause. The City Council hereby finds, determines, and declares that this ordinance is promulgated under the general police power of the City, that it is promulgated for the health, safety, and welfare of the public, that this ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare, and that this ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 5. Effective Date. This ordinance shall become effective five (5) days after final publication.

INTRODUCED, READ, PASSED ON FIRST READING AND ORDERED PUBLISHED this 2nd day of April, 2024.

Steve Conklin, Mayor

ATTEST:

Lenore Pedroza, MMC, City Clerk

READ AND ADOPTED ON SECOND READING AND ORDERED PUBLISHED this 16th day of April, 2024.

Steve Conklin, Mayor

ATTEST:

Lenore Pedroza, MMC, City Clerk

APPROVED AS TO FORM:

Carmen Beery, City Attorney

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (this "Agreement") is made and entered into as of _____, 2024, (the "Effective Date") and is by and between the **CITY OF EDGEWATER, COLORADO**, a municipal corporation of the State of Colorado ("Buyer"), and **CELORA JEAN JONES and ROBERT LEO JONES**, individuals (collectively, "Seller").

RECITALS:

This Agreement is made with respect to the following facts:

A. Seller is the owner of the real property and all appurtenances and improvements thereon located in the County of Jefferson, State of Colorado more particularly described as follows:

Lot 0041, Block 109, and Lot 0042, Block 109,
Town of Edgewater,
County of Jefferson, State of Colorado

B. Buyer is agreeing to purchase the Property from Seller and Seller is agreeing to sell the Property to Buyer, 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 hereto, 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 and Earnest Money.** The purchase price for the Property (the "Purchase Price") to be paid by Buyer to Seller shall be FIVE HUNDRED AND FIVE THOUSAND DOLLARS (\$505,000.00). The Purchase Price, as adjusted for net of all credits and prorations provided for herein, shall be paid by Buyer to Seller at the Closing in cash or by certified check, cashier's check, wire transfer, or other immediately available funds acceptable to Seller. Buyer will deposit TEN THOUSAND DOLLARS (\$10,000.00) of Earnest Money with Land Title Guarantee Company. Upon termination of this Agreement pursuant to its terms, the Earnest Money shall be refundable up to the 30th day after the Effective Date of this Agreement. Upon termination of this Agreement thereafter, the Earnest Money shall become the sole and separate property of Seller, but if not terminated, shall be applied as credit against the Purchase Price at Closing.

3. **Title and Survey.**

(a) **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(d) ("Permitted Exceptions"). At the Closing, Seller shall execute and deliver the standard form mechanic's lien

affidavit used by and acceptable to Land Title Guarantee Company (the "Title Company") to provide for the deletion of the standard pre-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 subject to the provisions of Paragraph 3(c), Seller shall provide for the deletion of the other standard pre-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, deed in trust, encumber, lease, or contract to do any of the foregoing with respect to the Property. Promptly after the Closing, Seller shall, at Seller's expense, cause the Title Company to issue to Buyer an ALTA owner's title insurance policy insuring title to the Property in Buyer in the amount of the Purchase Price, subject only to the Permitted Exceptions.

(b) Title Commitment. Within ten (10) days of the Effective Date, Seller shall furnish Buyer with a copy of the Title Company's Title Insurance Commitment covering the Property (the "Commitment"), committing to insure title to the Property in Buyer in the amount of the Purchase Price, subject to the requirements and exceptions set forth therein. Seller shall cause the Title Company to deliver to Buyer legible copies of all recorded instruments referred to in the Commitment (the "Title Documents"). Seller shall, within fifteen (15) days after the Effective Date, furnish to Buyer, at Seller's expense, a tax certificate from the Treasurer of Jefferson County confirming the payment of real estate taxes on the Property for all years prior to the year within which the Effective date falls.

(c) Survey. Prior to Closing, Buyer may obtain, at its own cost, an ALTA Survey Plat ("Survey") of the Property prepared by a surveyor registered in the State of Colorado to be dated not more than thirty (30) days prior to the Effective Date, certified to Buyer, Seller, and Title Company as of a recent date. Seller will cooperate with Buyer to obtain the Survey.

(d) Title Defects. Within fifteen (15) business days after Buyer's receipt of the Commitment, the Title Documents, the Survey, and the Additional Materials (as defined in section 4 below), Buyer shall give Seller notice of all title defects shown in the Commitment, Title Documents, Survey and/or Additional Materials (as defined in section 4 below), which are not consented to by Buyer as Permitted Exceptions. Any and all exceptions affecting all or any portion of the Property disclosed by the Commitment (as exceptions, requirements, or otherwise), Survey or Additional Materials which are not the subject of a notice from Buyer to Seller given within the applicable period of time, shall be deemed accepted by Buyer as Permitted Exceptions. In the event Buyer notifies Seller of any title defects shown by the Commitment, Survey and/or Additional Materials which are not consented to and have not been consented to by Buyer as Permitted Exceptions, Seller shall, within ten (10) business days after receipt of Buyer's title objection notice, 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, except for the Permitted Exceptions. Such liens and encumbrances, if any, may be satisfied from the proceeds of the sale of the Property. If each of the defects objected to by Buyer has not been cured 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 defects 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 objection to such defects and to have accepted such defects as Permitted Exceptions. In the event of a termination of this Agreement by Buyer pursuant to this Section 3(d), both parties shall thereupon be relieved of all further obligations hereunder.

(e) Buyer shall assume the existing lease in place with the current tenant(s) of the Property. Any personal property of any lawful tenant(s) upon the Property shall not be subject to removal under Section 9 hereof. Buyer shall use its best efforts to negotiate with the tenant(s) a renewal of the current lease for one additional one year term.

4. **Additional Materials.** Within ten (10) business days after the Effective Date, Seller shall furnish Buyer with copies of all documents and other information concerning the Property which Seller has in its possession, if any (the "Additional Materials"). If for any reason Buyer shall not purchase the Property, Buyer shall promptly return such Additional Materials to Seller. Without limitation of the foregoing, the Additional Materials shall include true copies of all leases, surveys, easements, liens or other title matters (including, without limitation, rights of first refusal and options) that are not shown by the public records of which Seller has actual knowledge, as well as any soil reports, environmental studies, wetlands studies, geotechnical reports or any other professional reports in Seller's possession pertaining to the Property.

5. **Inspection.** Buyer shall have thirty (30) days from the Effective Date (the "Inspection Period"), to inspect and evaluate the Property to determine whether the Property is materially contaminated by any Hazardous Materials (as defined below). Buyer may enter the Property at reasonable hours for its inspection, after giving at least 24 hours' notice to Seller. If any Hazardous Materials are found on the Property which materially and adversely affect the Buyer's intended use of the Property or that expose or could 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. In the event of such termination both parties shall thereupon be relieved of all further rights and obligations hereunder.

6. **Access; Mechanics' Liens.** Buyer, its agents, employees, contractors, or subcontractors may, at all times after the Date of Seller's Acceptance, 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 test, inspect, and evaluate the Property as Buyer deems appropriate. 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 within fifteen (15) days after notice thereof is given to Buyer. Buyer shall, at Buyer's expense, defend, indemnify, and hold harmless Seller from and against any and all obligations, claims, loss, and damage, including costs and attorneys' fees, resulting from or related to Buyer's access to the Property.

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) 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;

(c) Fee Title. Seller owns good and marketable fee simple title to the Property and has the authority to enter into and execute this Agreement. Except as disclosed in connection with the Permitted Exceptions, the Property is not subject to any leasehold or other possessory interests of any person or entity except Seller;

(d) 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; in addition, except as disclosed in any Additional Materials, Seller represents and warrants to Buyer that to the best of its knowledge and belief, there are no soils, environmental, geological or structural problems affecting the Property.

(e) 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 Date of Seller's Acceptance and the date of delivery of such document or instrument, 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.

8. Closing. The closing of the sale of the Property from Seller to Buyer (the "Closing") shall take place in the offices of the Title Company on such date that may be mutually agreed upon by the parties hereto, but in no event sooner than ninety (90) days from the Effective Date. At the Closing:

(a) Except for such amount of the Purchase Price that shall be held in escrow pursuant to subsection (f) below, Buyer shall pay to Seller the Purchase Price in cash or by certified check, cashier's check, wire transfer, or other immediately available funds acceptable to Seller.

(b) General real property taxes and assessments for the year in which the Closing occurs shall be apportioned between the parties based upon the most recent levy and assessment, but such apportionment shall, if necessary, be subject to readjustment between the parties upon final billing therefor. Buyer shall receive a credit at Closing for Seller's share of such taxes. Seller shall be responsible for payment of the real property taxes and assessments due for the tax period prior to Closing and the Title Company shall remit payment of all such taxes to the Jefferson County Treasurer just as soon as is practical after the Closing. Buyer shall request the cancellation of all applicable property taxes and assessments as required under Colorado law at the earliest possible date.

(c) Seller shall convey fee simple title to the Property to Buyer by general warranty deed, free and clear of any and all taxes, assessments, liens, encumbrances, and other matters which would affect title, subject only to the Permitted Exceptions (the "Deed").

(d) Seller shall, at its expense, cause the Title Company to deliver to Buyer an unconditional written commitment to issue to Buyer its ALTA owner's policy (the "Owner's Policy") insuring title to the Property in Buyer in the amount of the Purchase Price subject only to the Permitted Exceptions.

(e) 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. Seller shall pay any charges imposed by the Title Company to prepare the closing documents and provide similar closing services, including, but not limited to, the premium charged by the Title Company for the Owner's Policy, all recording, documentary, and similar fees incurred in connection with the Closing. The parties shall prorate all other items of income and expense in accordance with the customary practice in the Jefferson County, Colorado area.

9. **Buyer's Possession of the Property.** Seller shall deliver exclusive possession of the Property to Buyer on or before the date of Closing, and shall, on or before said date, have removed from the Property all personal property located thereon or therein of the Seller and any other person, excepting the personal property of tenants lawfully occupying the Property pursuant to any assumed lease. Without limitation on the survival of any other obligations of the Seller under this Agreement, the obligations of this section shall survive the Closing.

10. **Brokerage Commissions.** Neither Buyer nor Seller are represented in this transaction by a real estate broker or agent. No Commission fees are owed.

11. **Assignment.** This Agreement shall be binding and effective on and inure to the benefit of the successors and assigns of the parties hereto. Any assignment hereof shall be in writing and shall require the prior written consent of Seller.

12. **Attorneys' Fees.** In the event that a lawsuit is brought to enforce or interpret all or any portion of this Agreement, the prevailing party in such suit shall be entitled to recover, in addition to any other relief available to such party, reasonable costs and expenses, including, without limitation, reasonable attorneys' fees, incurred in connection with such suit.

13. **Remedies.** In the event of any breach or default under this Agreement by Buyer prior to Closing, Seller shall, at his option, either be entitled to terminate this Agreement and receive and retain all Earnest Money as liquidated damages not to be considered a penalty, enforce this Agreement by specific performance, and/or assert any claim for any and all damages, including any claim for attorney's fees and costs. In no event shall Seller be limited in his damages by the Earnest Money in the event of a breach by Buyer. In the event of any breach or default by Seller at or prior to Closing, Buyer may elect to treat this Agreement as terminated, or Buyer may elect to treat this Agreement as being in full force and effect and may enforce this Agreement by specific performance, and/or assert any claim for any and all damages, including any claim for attorney's fees and costs. In the event of any breach or default by Seller after Closing, Buyer may enforce this Agreement by specific performance, and/or assert any claim for any and all damages, including any claim for attorney's fees and costs.

14. **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, by personal delivery or by commercial courier at the address of such party as provided below. All notices to Buyer shall be addressed to Buyer at the following addresses or such other addresses of which Buyer gives Seller notice hereunder:

If to Buyer: City of Edgewater
 1800 Harlan Street
 Edgewater, Colorado 80214
 Attention; Dan Maples, City Manager

With a copy to: Carmen Beery
 Murray Dahl Beery & Renaud LLP
 710 Kipling Street, Suite 300
 Denver, Colorado 80215

All notices to Seller shall be addressed to Seller at the following addresses or such other addresses of which Seller gives Buyer notice hereunder:

If to Seller: Robert & Celora Jones
 6892 Oak Way
 Arvada, CO 80004

With a copy to:

15. **Governing Law.** The validity and effect of this Agreement shall be determined in accordance with the laws of the State of Colorado.

16. **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 declare this Agreement to be null and void 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 and the Purchase Price shall be reduced in proportion to the percentage of the land area of the

Property condemned. Seller shall be entitled to retain 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.

17. **Partial Invalidity.** In the event that any condition or covenant herein contained is held to be invalid or void by any court of competent jurisdiction prior to Closing, this Agreement shall be deemed void, and both parties shall be relieved of any further rights and obligations hereunder.

18. **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 Edgewater, Colorado, the event or performance shall be required to occur on the next day which is not a Saturday, Sunday, or legal state or federal holiday in Denver or Edgewater, Colorado.

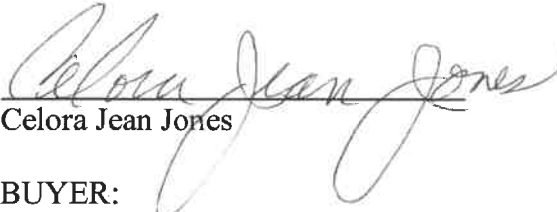
19. **Time.** Time is of the essence with respect to each provision requiring performance within a stated period of time.

20. **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.

21. **Entire Agreement.** 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.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below intending that it be valid and effective from the date set forth above as the "Effective Date."

SELLER:



Celora Jean Jones



Robert Leo Jones

BUYER:

CITY OF EDGEWATER, COLORADO, a Colorado
municipal corporation

ATTEST:

Lenore Pedroza, City Clerk

Steve Conklin, Mayor

Date: March 26, 2024

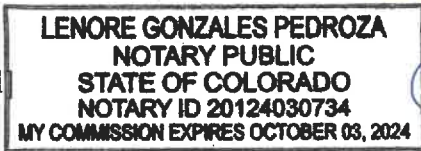
ACKNOWLEDGMENT OF SELLER:

STATE OF COLORADO)
) ss:
COUNTY OF JEFFERSON)

The foregoing Agreement for Purchase and Sale of Real Property was acknowledged before me this 26th day of March, 2024, by Celora Jean Jones and Robert Leo Jones.

WITNESS my hand and official seal.
My commission expires: 10/3/24.

[Seal]



Lenore Gonzales Pedroza
Notary Public

ACKNOWLEDGMENT OF BUYER:

STATE OF COLORADO)
) ss:
COUNTY OF JEFFERSON)

The foregoing Agreement for Purchase and Sale of Real Property was acknowledged before me this _____, day of _____, 2024, by Steve Conklin and Lenore Pedroza, the Mayor and City Clerk, respectively, of the City of Edgewater, Colorado, a municipal corporation of the State of Colorado.

WITNESS my hand and official seal.
My commission expires: _____.

[Seal]

Notary Public



OFFICE OF THE CITY MANAGER

MEMORANDUM

TO: MAYOR CONKLIN AND CITY COUNCIL

FROM: DAN MAPLES, CITY MANAGER

SUBJECT: REAL ESTATE HOLDINGS

DATE: 04/11/24

Per Sec. 4-6-120 of the Edgewater Municipal Code, prior to enacting an ordinance for the acquisition or conveyance of interest in real property, the City Council will review the City's current property holdings including leases and rentals. Below is the current listing of holdings.

Current Property Holdings

Property	Address	Approximate Value*	Status
City Hall	2401 Sheridan Blvd.	\$1,206,000.00	Vacant/ Raw Land
City Shops	5990 W. 20 th Ave.	\$635,500.00*	Operational: Public Works Facility
Heritage Center	2501 Chase St.	\$793,330.00*	Leased- 20 Years
25 th Ave Parking Lot	2485-87 Sheridan Blvd.	\$485,505.00*	Operational: Parking Lot
Orum House	2444 Depew St.	\$434,311.00*	Operational: Museum/ Community Garden
Vacant Lot	2445 Pierce St.	\$50,000.00*	Vacant Lot
Civic Center	1800 Harlan St.	\$21,495,445.00*	Operational: Civic Center Leased Space: Jefferson Public Library
Memorial Park	5470 W. 25 th Ave.	\$50,000.00*	Operational: Park

Citizens Park	5440 W. 24 th Ave.	\$317,472.00*	Operational: Park
Walker Branch Park	1700 Harlan St.	\$1,691,301.00*	Operational: Park
Land- King Soopers Gas Station	Pad L. Edgewater Market Place	\$773,879.00*	Ground Lease for gas station
Mixed Use Building	5440 W. 25 th Ave.	\$2,490,000.00	Day Care/ Apartments
Parking Lot	5700 W. 25 th Ave.	Lease: Parkin lot Maint.	Leased for public parking lot.
Parking Lot	1900 Harlan St.	Lease: Parking lot Maint.	Leased for public parking lot.

*Not appraised or market value. Approximate value determined by using higher value of Assessed Value from Jefferson County Assessor divided by 0.8 (80%) or \$50,000.



City Council Agenda Item Form

Agenda Item #:	Item #13
Agenda Item Title:	Action Center Grant Request
Agenda Date:	<input type="checkbox"/> City Council Workshop: _____ <input checked="" type="checkbox"/> City Council Business Meeting: _____
Initiated By:	<input type="checkbox"/> City Council <input checked="" type="checkbox"/> Staff Member: <u>City Clerk</u>
Staff Contact:	Name: <u>Lenore Pedroza</u> Email: <u>lpedroza@edgewaterco.com</u> Phone: <u>720-763-3002</u>
Type:	<input type="checkbox"/> Open Discussion for direction <input type="checkbox"/> Informational/ Presentation <input type="checkbox"/> Policy Change/ Addition/ Deletion <input type="checkbox"/> Resolution Approval <input type="checkbox"/> Contract Approval <input checked="" type="checkbox"/> Other: <u>Grant Request</u>
Brief Topic Description:	The Action Center submitted a grant request letter, asking for \$3,500 in support of the work they do in the Edgewater and surrounding cities.
Financial Impact:	Grants fall in line with the City Council's Grant budget line.
History/ Background:	The Action Center is a 55 year old human services organization serving Jefferson County. The Action Center provides immediate needs services to more than 35,000 individuals per year, and so far, this fiscal year, has provided services to 785 unduplicated individuals from the City of Edgewater, the majority come to the Action Center for food. They also receive assistance with clothing, rent, utility assistance, school supplies and also include holiday toys.
Staff Information:	

Attachments: The Action Center Request Letter



April 2, 2024

Dear City of Edgewater City Council members:

I am writing on behalf of The Action Center to respectfully request a \$3,500 general operating grant in support of our work. The Action Center is a 55-year old human services organization serving Jefferson County, and residents of Edgewater come for our services. I am sharing details about what we do in accordance with the guidelines on your website.

1. Brief introduction to the organization and their mission.

Established in 1968, The Action Center is the largest and most comprehensive nonprofit human services organization serving Jefferson County. Our organization not only assists community members with immediate needs but works with them to address root causes of hardships -- recognizing that systemic issues cause certain communities to experience hardship at a greater rate than others. We provide services to more than 35,000 unique individuals per year.

The Action Center takes an intentional approach to help build the strength and resilience of families and communities. Our services fall into three categories: IMMEDIATE NEEDS (food, clothing, ID assistance, seasonal distributions of school supplies, Thanksgiving meals, and holiday toys, and more); STABILIZATION SERVICES (benefit enrollments, temporary financial assistance with rent, utilities, and other bills, housing navigation, and referrals to collaborating partners as needed); and SUPPORTIVE SERVICES through which our staff works closely with community members to identify and achieve goals.

2. The degree to which the grant would benefit the Edgewater community and the public generally.

So far this fiscal year, The Action Center has provided services to 785 unduplicated individuals from the City of Edgewater. The majority of Edgewater residents we serve come to The Action Center for food. They also receive assistance with clothing, rent and utility assistance, school supplies, and other seasonal distributions that include Thanksgiving fare and holiday toys.

There is a great need in our community for services like those provided by The Action Center. Food inflation and cost of living increases have impacted many community members. The influx of people we started to see following last year's elimination of COVID-19 SNAP emergency food stamp allotments, combined with the surge of people coming to metro Denver from other countries, has strained our resources and capacity. From July 1, 2023 through the present, our organization has seen an average 300 daily visits for food and clothing. Prior to the COVID-19 pandemic, we saw 80 to 90 households per day.

The Action Center provided more than \$7.5 million in rental assistance between 2020 and 2023, thanks to Federal emergency rental assistance dollars. In FY2024, with the cessation of COVID

emergency rental assistance dollars, the level of funding we have to distribute is shrinking. While this was certainly expected, it's unfortunate, since the need for this service is only growing. Housing costs in metro Denver metro continue to rise, outpacing wages. In Jefferson County, there have already been 766 eviction court filings so far this year (Colorado Judicial-Eviction Filings). The Action Center now receives about 160 calls per week for rental assistance.

Our services benefit Edgewater residents' lives in a variety of ways – from keeping nutritious meals on the table to helping to maintain electricity and heat. Community members have the clothing they need for themselves and their families. They don't have to endure the extra costs of school supplies or holiday expenses. They can maintain their rent and stay in their homes, which is absolutely foundational to stability and quality of life. Community members also have the opportunity to work closely with our family coaches to achieve life goals.

For those requesting \$501 or more please answer these additional questions in your letter:

3. Whether the organization demonstrates sound fiscal management practices.

The Action Center has a longtime, experienced finance department that ensures compliance to industry standards and regulations. Individual responsibilities are set up according to our internal controls system. There are individuals who perform a function, individuals who check that function, and individuals who report on functions.

For example, incoming checks are processed by the office manager, deposited by the director, and reconciled by the accountant. Grant reimbursements are prepared by the accountant and accounting assistant and approved by the director. The finance director cannot sign checks larger than \$7,000. The executive director signs checks larger than \$7,000. Any checks over \$20,000.00 require co-signatures from the finance director and executive director.

The Action Center's Finance committee provides oversight to our finance department. We also have an annual audit conducted by an outside organization each year -- not only of our finances but our procedures.

4. Whether the organization demonstrates impact or past success.

The Action tracks numbers served and demographic data about the people we serve on an ongoing basis. Those who come for services are asked to fill out surveys, whether electronically or on paper. We use that feedback to make adjustments to our processes and procedures. Our impact varies widely depending on the service received.

5. Whether the grant would duplicate existing programs or services.

Funding from the City of Edgewater would provide important general support of our programs and services. Although our services may resemble those offered by other organizations in the community, such as food pantries and rental assistance programs, the reality is that the demand far exceeds the supply. There simply aren't enough resources available to adequately meet the needs of all individuals and families seeking assistance. The Action Center also provides

opportunities for people to engage with us holistically, addressing underlying issues and finding comprehensive solutions rather than just addressing immediate needs. The Action Center also provides referrals to collaborating partners for wraparound services we don't provide.

Our organization's service model has always been strongly linked to coordinating with collaborating partners. It is more effective to collaborate and refer to partners for specialized services that we don't provide -- and we also collaborate with organizations that provide similar services. We build relationships with them so that we can work together -- whether to share information, share food, make referrals, and/or coordinate services. Working together with other organizations has been our greatest strength as a community.

6. Whether the Board of Directors or other leaders of the organization work to advance the organization's mission through other fundraising or revenue-generating activities.

The Action Center's Board of Directors, and other leaders of the organization, advance our mission through fundraising events. The biggest example of that is our annual *Where Action Matters* (WAM) fundraising event. This year's event is on May 11 (<https://action.bebids.me/>). One hundred percent of our board supports this event -- whether buying tickets, donating auction items, or soliciting sponsorships. In addition to the WAM event, 100% of our board gives financially to The Action Center.

In closing, I sincerely thank you for considering this request for funding. Funding from our cities is important to us, and we would be honored to have your support. Should you have any questions, feel free to call me at 720-215-4865.

Sincerely,



Christine Carr
Grants Officer