

<p>DISTRICT COURT, JEFFERSON COUNTY, STATE OF COLORADO 100 Jefferson County Parkway Golden, CO 80401</p>	<p style="text-align: center;">▲ COURT USE ONLY ▲</p>
<p>Plaintiff: QUADRANT WHEAT RIDGE CORNERS, LLC, a Missouri limited liability company,</p> <p>v.</p> <p>Defendants: CITY OF WHEAT RIDGE, a home rule municipality; and WHEAT RIDGE URBAN RENEWAL AUTHORITY d/b/a RENEWAL WHEAT RIDGE</p>	
<p>Murray Dahl, Kuechenmeister & Renaud, LLP Gerald E. Dahl, No. 7766 710 Kipling Street, Suite 300 Lakewood, CO 80215 Tel.: (303) 493-6686 E-mail: gdahl@mdkrlaw.com</p> <p>The Law Office of Steven J. Dawes, LLC Steven J. Dawes, No. 13193 100 Fillmore Street, Suite 500 Denver, Colorado 80206 Tel.: 303-720-7541 E-mail: steve@sdaweslaw.com <i>Attorneys for the City of Wheat Ridge</i></p>	<p>Case No. 2016 CV 30040</p> <p>Div.: 2</p>
<p>ANSWER OF THE CITY OF WHEAT RIDGE</p>	

Defendant City of Wheat Ridge, by its undersigned attorneys, for its Answer to Plaintiff’s Complaint for Declaratory Judgment and Permanent Injunction (“Complaint”), states and alleges as follows.

1. Defendant is without sufficient information and knowledge to form an opinion as to the truth of the allegations of paragraph 1 of the Complaint and therefore denies the same.

2. Defendant admits the allegations of paragraph 2 of the Complaint.
3. Defendant admits the allegations of paragraph 3 of the Complaint.
4. Defendant admits the allegations of paragraph 4 of the Complaint.
5. Defendant admits the allegations of paragraph 5 of the Complaint.

6. With regard to the allegations of paragraph 6 of the Complaint, Defendant asserts that the provisions of the Wadsworth Boulevard Corridor Redevelopment Plan (“Plan”) speak for themselves, and Defendant denies all allegations inconsistent with the express provisions of the Plan.

7. With regard to the allegations of paragraph 7 of the Complaint, Defendant asserts that said allegations include an excerpt from the provisions of the City of Wheat Ridge Resolution No. 26-2001. Defendant asserts that the provisions of the Resolution and the Plan speak for themselves, and Defendant denies all allegations inconsistent with the express provisions of the Resolution and the Plan. Except for the foregoing, Defendant denies the allegations of said paragraph.

8. Defendant admits the allegations of the first sentence of paragraph 8 of the Complaint. With regard to the allegations of the second sentence, said allegations call for one or more legal conclusions to which no answer is required. To the extent an answer is required, Defendant is without sufficient information and knowledge to form an opinion as to the truth of the allegations and therefore denies the same.

9. With regard to the allegations of paragraph 9 of the Complaint, Defendant admits that effective June 22, 2015 the Plaintiff and the Wheat Ridge Urban Renewal Authority executed a Redevelopment Agreement concerning 14 acres of blighted property located at the southwest corner of West 38th Avenue and Wadsworth Boulevard (the “Property”). Defendant admits that Exhibit 2 is a true and correct copy of the Agreement. Except for the foregoing, Defendant is without sufficient information and knowledge to form an opinion as to the truth of the allegations and therefore denies the same.

10. With regard to the allegations of paragraph 10 of the Complaint, Defendant admits that the Property is comprised of empty parking lot space, empty buildings, and vacant land. Except for the foregoing, Defendant is without sufficient information and knowledge to form an opinion as to the truth of the allegations and therefore denies the same.

11. With regard to the allegations of paragraph 11 of the Complaint, Defendant asserts that the provisions of the Agreement speak for themselves, and Defendant denies all allegations inconsistent with the express provisions of the Agreement. Except for the foregoing, Defendant denies the allegations of said paragraph.

12. Defendant admits the allegations of paragraph 12 of the Complaint.

13. With regard to the allegations of paragraph 13 of the Complaint, said allegations call for one or more legal conclusions to which no answer is required. To the extent an answer is required, Defendant is without sufficient information and knowledge to form an opinion as to the truth of the allegations and therefore denies the same.

14. With regard to the allegations of paragraph 14 of the Complaint, said allegations call for one or more legal conclusions to which no answer is required. To the extent an answer is required, Defendant is without sufficient information and knowledge to form an opinion as to the truth of the allegations and therefore denies the same.

15. Defendant is without sufficient information and knowledge to form an opinion as to the truth of the allegations of paragraph 15 of the Complaint and therefore denies the same.

16. Defendant admits the allegations of paragraph 16 of the Complaint.

17. With regard to the allegations of paragraph 17 of the Complaint, Defendant admits that according to the County website the voting on Ballot Question 300 yielded the following results:

Votes	Percent
4,998	51.89%
4,633	48.11%.

Except for the foregoing, Defendant denies the allegations of said paragraph.

18. Defendant incorporates and realleges its answers to those paragraphs incorporated by reference into paragraph 18 of the Complaint.

19. With regard to the allegations of paragraph 19 of the Complaint, Defendant asserts that the provisions of Ballot Question 300 speak for themselves, and Defendant denies all allegations inconsistent with the express provisions of the Ballot Question. Except for the foregoing, Defendant denies the allegations of said paragraph.

20. With regard to the allegations of paragraph 20 of the Complaint, said allegations call for one or more legal conclusions to which no answer is required. To the extent an answer is required, Defendant is without sufficient information and knowledge to form an opinion as to the truth of the allegations and therefore denies the same.

21. Defendant admits the allegations of paragraph 21 of the Complaint.

22. Defendant admits the allegations of paragraph 22 of the Complaint.

23. Defendant admits the allegations of the first sentence of paragraph 23 of the Complaint. With regard to the allegations of the second sentence, said allegations call for one or more legal conclusions to which no answer is required. To the extent an answer is required, Defendant is without sufficient information and knowledge to form an opinion as to the truth of the allegations and therefore denies the same.

24. With regard to the allegations of paragraph 24 of the Complaint, said allegations call for one or more legal conclusions to which no answer is required. To the extent an answer is required, Defendant denies the allegations.

25. Defendant is without sufficient information and knowledge to form an opinion as to the truth of the allegations of paragraph 25 of the Complaint and therefore denies the same.

26. Defendant incorporates and realleges its answers to those paragraphs incorporated by reference into paragraph 26 of the Complaint.

27. Defendant admits the allegations of paragraph 27 of the Complaint.

28. With regard to the allegations of paragraph 28 of the Complaint, said allegations call for one or more legal conclusions to which no answer is required. To the extent an answer is required, Defendant is without sufficient information and knowledge to form an opinion as to the truth of the allegations and therefore denies the same.

29. With regard to the allegations of paragraph 29 of the Complaint, said allegations call for one or more legal conclusions to which no answer is required. To the extent an answer is required, Defendant is without sufficient information and knowledge to form an opinion as to the truth of the allegations and therefore denies the same.

30. With regard to the allegations of paragraph 30 of the Complaint, Defendant is without sufficient information and knowledge to form an opinion as to the truth of the allegations of said paragraph and therefore denies the same.

31. With regard to the allegations of paragraph 31 of the Complaint, Defendant is without sufficient information and knowledge to form an opinion as to the truth of the allegations of said paragraph and therefore denies the same, except that Defendant takes no position as to whether Ballot Question 300 is unconstitutionally retrospective.

32. With regard to the allegations of paragraph 32 of the Complaint, Defendant is without sufficient information and knowledge to form an opinion as to the truth of the allegations of said paragraph and therefore denies the same, except that Defendant takes no position as to whether Ballot Question 300 is unconstitutionally retrospective.

33. With regard to the allegations of paragraph 33 of the Complaint, Defendant is without sufficient information and knowledge to form an opinion as to the truth of the allegations of said paragraph and therefore denies the same, except that Defendant takes no position as to whether Ballot Question 300 is unconstitutionally retrospective.

34. With regard to the allegations in the PRAYER FOR RELIEF paragraph at the end of the Complaint, Defendant denies that Plaintiff is entitled to an injunction against this Defendant, and Defendant denies that Plaintiff is entitled to an award of costs or attorney fees against this Defendant. Defendant denies that Plaintiff is entitled to the relief requested in said paragraph with respect to the allegations of “Count 1” of the Complaint. Defendant takes no position as to whether Ballot Question 300 is unconstitutionally retrospective. Except for the foregoing, Defendant is without sufficient information and knowledge to form an opinion as to whether Plaintiff is entitled to relief requested in its PRAYER FOR RELIEF paragraph.

AFFIRMATIVE DEFENSES TO COUNT 1

1. Count 1 of the Complaint fails to state a claim upon which relief can be granted against this Defendant.
2. Plaintiff’s claim is barred by the legislative power of the City, and any attempt to deprive the City of its legislative power is void and unenforceable.
3. To the extent any agreements entered into by the Defendant attempt to delegate or contract away its legislative power such agreements are unenforceable.
4. Plaintiff’s claims and alleged damages, if any, are barred by, subject to, and limited by the 38th Avenue Corridor Redevelopment Plan, as amended.
5. Plaintiff’s claims and alleged damages, if any, are barred by, subject to, and limited by the provisions of the Urban Renewal Law, §§ 31-25-101, *et seq.*, C.R.S.
6. Plaintiff’s claims call for an improper application of law to the Defendant.
7. Plaintiff’s claims are barred by, subject to, or limited by the Wheat Ridge Home Rule Charter as amended by Ballot Question 300.
8. Plaintiff’s claims are barred by, subject to, or limited by the provisions of the Colorado Constitution and the Charter, ordinances, resolutions, codes, and laws of the City of Wheat Ridge.
9. Defendant may be entitled to an award of attorney fess pursuant to C.R.S. 13-17-101, *et seq.*

10. Defendant reserves the right to add additional affirmative defenses upon the completion of discovery and investigation.

WHEREFORE, having fully answered Plaintiff's Complaint, Defendant prays for the following relief.

- (1) With respect to Count 1, Defendant prays that Count 1 be dismissed, with prejudice; that Plaintiff be denied any injunctive relief; that Plaintiff be denied any award of attorney fees or costs against this Defendant; that judgment be entered in favor of Defendant and against Plaintiff; and that Defendant be awarded its attorney fees, costs, expenses, interest, and such other and further relief as this Court deems just and necessary.
- (2) With respect to Count 2, Defendant takes no position on whether Plaintiff is entitled to judgment except that Defendant prays that Plaintiff be denied any injunctive relief and any award of attorney fees or costs against this Defendant.

Respectfully submitted,

MURRAY DAHL, KUECHENMEISTER & RENAUD, LLP

s/ Gerald E. Dahl

Gerald E. Dahl

THE LAW OFFICE OF STEVEN J. DAWES, LLC

s/ Steven J. Dawes

Steven J. Dawes

CERTIFICATE OF SERVICE

The undersigned herein certifies that on this 9th day of February 2016 a true and complete copy of the foregoing ANSWER OF THE CITY OF WHEAT RIDGE was served on the parties below via ICCES:

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