AGENDA

CITY COUNCIL MEETING
CITY OF WHEAT RIDGE, COLORADO

Monday, March 23, 2026
6:30 p.m.

This meeting will be conducted as a virtual meeting, and in person, at: 7500 West 29th Avenue, Municipal Building, Council Chambers.

City Council members and City staff members will be physically present at the Municipal building for this meeting. The public may participate in these ways:

1. Attend the meeting in person at City Hall. Use the appropriate roster to sign up to speak upon arrival.

2. Provide comment in advance at www.wheatridgespeaks.org (comment by noon on March 23, 2026)

3. Virtually attend and participate in the meeting through a device or phone:

   Click here to pre-register and provide public comment by Zoom (You must preregister before 5:00 p.m. on March 23, 2026)

4. View the meeting live or later at www.wheatridgespeaks.org, Channel 8, or YouTube Live at https://www.ci.wheatridge.co.us/view

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Individuals with disabilities are encouraged to participate in all public meetings sponsored by the City of Wheat Ridge. The City will upon request, provide auxiliary aids and services leading to effective communication for people with disabilities, including qualified sign language interpreters, assistive listening devices, documents in Braille, and other ways of making communications accessible to people who have speech, hearing, or vision impairments. To request auxiliary aid, service for effective communication, or document in a different format, please use this form or contact ADA Coordinator, (Kelly McLaughlin at ada@ci.wheatridge.co.us or 303-235-2885) as soon as possible, preferably 7 days before the activity or event.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL OF MEMBERS

APPROVAL OF MINUTES

- City Council Meeting Minutes, February 23, 2026
- Special Study Session Notes, February 23, 2026
- Study Session Notes, March 02, 2026
- City Council Meeting Minutes, March 09, 2026
- Special Study Session Notes, March 09, 2026

APPROVAL OF AGENDA

PROCLAMATIONS AND CEREMONIES

1. Proclamation – National Donate Life Month

PUBLICS' RIGHT TO SPEAK

a. Public may speak on any matter not on the agenda for a maximum of 3 minutes under Publics' Right to Speak. Please speak up to be heard when directed by the mayor.

b. Members of the Public who wish to speak on a Public Hearing item or Decision, Resolution, or Motion may speak when directed by the mayor at the conclusion of the staff report for that specific agenda item.

c. Members of the Public may comment on any agenda item in writing by noon on the day of the meeting at www.WheatRidgeSpeaks.org. Comments made on Wheat Ridge Speaks are considered part of the public record.

1. CONSENT AGENDA

a. Resolution No. 17-2026 – a resolution amending the 2026 General Fund budget to reflect the approval of a supplemental budget appropriation in the amount of $228,237 to accept a grant from the Colorado State Internet Portal Authority

b. Resolution No. 18-2026 – a resolution approving an Intergovernmental Agreement between the City of Wheat Ridge and the City of Lakewood providing for resurfacing of 26th Avenue between Wadsworth Boulevard and Pierce Street

PUBLIC HEARINGS AND ORDINANCES ON SECOND READING

2. Council Bill No. 05-2026 – an ordinance amending Chapter 26 of the Wheat Ridge Code of Laws supporting compliance with state legislation regarding housing supportive code amendments to remain eligible for state funding opportunities

3. Council Bill No. 06-2026 – an ordinance approving the sale of city-owned real property and in connection therewith, authorizing execution of a purchase and sale agreement

ORDINANCES ON FIRST READING

4. Council Bill No. 07-2026 – an ordinance amending the Wheat Ridge Municipal Code concerning animal welfare regulations for the same

5. Council Bill No. 08-2026 – an ordinance amending Chapter 13 of the Wheat Ridge Code of Laws concerning vehicles and traffic by adding a new Section 13-7, concerning the violation of vehicle registration requirements to allow for the citation of vehicle registration violations into municipal court

DECISIONS, RESOLUTIONS, AND MOTIONS

None

CITY MANAGER'S MATTERS

CITY ATTORNEY'S MATTERS

ELECTED OFFICIALS' MATTERS

ADJOURN TO SPECIAL STUDY SESSION

MINUTES

CITY COUNCIL MEETING
CITY OF WHEAT RIDGE, COLORADO

Monday, February 23, 2026

The meeting was held in a hybrid format, with Councilmembers, staff, and members of the public participating either in person at the Municipal Building (7500 W. 29th Avenue, Wheat Ridge, Colorado) or virtually.

CALL TO ORDER

Mayor Stites called the regular City Council meeting to order on February 23, 2026, at 6:30 PM.

PLEDGE OF ALLEGIANCE

Those present stood, if able, and recited the Pledge of Allegiance.

ROLL CALL OF MEMBERS

Councilmembers Present: Rachel Hultin, Dan Larson, Kathleen Martell, Scott Ohm, Mike Okada, Patrick Quinn, Jenny Snell, and Susan Wood.
Absent: None
A quorum was established.

ALSO PRESENT: City Manager Patrick Goff, Deputy City Manager Marianne Schilling, Police Chief Chris Murtha, City Attorney Gerald Dahl, Director of Community Development Lauren Mikulak, Director of Public Works Kent Kisselman, and Senior Deputy City Clerk Onorina Maloney.

APPROVAL OF MINUTES

Council approved the Study Session Notes of February 2, 2026, the City Council Meeting Minutes of February 9, 2026, and the Special Study Session Notes of February 9, 2026, without changes.

APPROVAL OF AGENDA

The agenda was approved as presented.

PROCLAMATIONS AND CEREMONIES

None

PUBLIC'S RIGHT TO SPEAK

In person:

Julie Clark
Raised two concerns: the 3900 block of Holland Street has remained unpaved for 13 months despite repeated inquiries, and she urged the City to prohibit detention centers in Wheat Ridge, citing national trends and community safety concerns.

Idella Lewis
Invited council and residents to visit the Baugh House and the historical park's original buildings. She expressed disappointment that the society was omitted from a recent city promotional video during its 50th-anniversary year.

Tamara Phelan
Criticized poor communication about Dover Street improvements, noting residents learned of the project informally. She reminded Council that neighbors previously voted against sidewalks, curbs, and gutters and worried that widening the street would increase traffic.

Kelly Blynn
Supported 2J projects and safe routes to schools, raised concerns about inconsistent driver compliance with flashing beacons, and endorsed operational-efficiency approaches like Dover. She urged preserving enough 2J funding for data-driven Vision Zero work and questioned why some May 2025 projects were omitted.

Krista Holub
Backed sidewalk-gap projects as essential for safety and requested clearer prioritization and broader user consultation, citing past pedestrian improvements that unintentionally created bike-safety issues on 29th Street.

Via Zoom:

Jan Stevenson
Expressed excitement about the Miller Street segment and emphasized the importance of walking proposed areas to understand true needs. She advocated for prioritizing W. 32nd Avenue near the high school and requested consideration of automated enforcement for stop sign running.

Wheat Ridge Speaks

Item No. 5 – Resolution 14-2026 - support human dignity and civil rights

Kim Calomino

Thank you for bringing forward this resolution to, as the memo says, state "City Council's commitment to justice rooted in dignity, equity, accountability, and the protection of civil rights for all persons within the community." At a time when fear, distrust, and division are rife in our country; families are broken apart and lives ruined; and lawlessness and disregard of our Constitutional Rights are evidenced daily in communities across the country by the reckless and callous acts of our federal government, it is important that we as a community and you as our leaders voice our commitment to each other and to justice. I support adoption of resolution 14-2026 with one recommended amendment: please add "language spoken" to the 7th Whereas where race, color and country of origin are identified as reasons members of our community may be unfairly targeted. Lastly, I encourage Council to make resources readily available where members of the community can learn how to remain safe when contacted by or witnessing contact by ICE, and regular encouragement to connect with neighbors so we can act as a community to safeguard each other. Thank you.

Hadassah Damien

As a Wheat Ridge resident and homeowner, I see this resolution as a positive step towards our city being a place for all people to live thriving lives. My spouse and I support Resolution 14-2026.

Doug Bates

Recent polling suggests 2 out of every 3 Americans now inhibit free expression for fear of retaliation. Rapidly developing surveillance technologies such as Flock cameras, Webloc tracking, and facial recognition present profound concerns for us all, threatening civil rights with a deeply chilling effect. At the same time, accurate identification and instant video evidence offer deterrence and accountability for harms done unto us. Today's governments all struggle to balance civil rights with accountability in a complex world of big data, corporate power, and algorithmic influence. I write today in support of Resolution 2026-14 and to encourage taking action by adopting laws akin to the American Civil Liberties Union (ACLU) Community Control Over Police Surveillance (CCOPS) model policies. We the people, through our city representatives, would be kept informed and empowered. These efforts would help us all see that our personal data was handled responsibly helping build trust, public safety, and civic engagement.

https://www.aclu.org/community-control-over-police-surveillance I would also refer the Council and broader public to resources provided by the Electronic Frontier Foundation (EFF) focusing on the constitutional and lawful application of emerging technologies and how each of us can protect our digital privacy and rights. https://ssd.eff.org/ Thank you for hearing us today and for all the work Wheatridge and its law enforcement provide!

Debra Sanders

Due process is in the constitution. Due process matters and is the right of every person. Wheat Ridge should act in a constitutional manner by supporting due process in all circumstances. Beyond that- as a lifelong citizen of Wheat Ridge I would appreciate knowing that people who live and work in this city feel safe not only from crime but from ice and from anyone espousing violence and hate. In that regard it would also be great to know and understand what the Wheat Ridge government is doing to protect citizens as well as what are the policies for the police department in supporting citizens and what if any allegiance our police have to assist in immigration issues?

Rob Cobb

Thank you for taking this resolution under consideration. In these challenging times it is imperative our voice is heard among all the noise and rhetoric. Let that voice be loud and clear that we support and stand with all people of Wheat Ridge - residents and non-residents alike. I urge all officials to approve the resolution.

Megan Gaydos

My name is Megan Gaydos and I have been a Wheat Ridge resident since 2021. I'm writing to express my strong support for this resolution. Everyone who lives in the US has close or distant family that immigrated from somewhere. Our diversity is what makes US unique and valuable. Families should not be separated because of political whims. Please do all you can to protect our immigrant families and everyone else whose safety is at risk by the unnecessary presence of ICE in Wheat Ridge, Colorado and the US. Please support neighborhood organizing and response to keep our neighbors safe not just from ICE, but from climate disasters, other unexpected emergencies and to create a more connected community that promotes belonging, not othering, and nurtures connection not division and difference. Thank you so much Megan Gaydos

Nikki Larsen

Thank you for issuing this resolution and making it clear which side of history our city stands on. After two people were detained from locations in our city last week, I'd find it

very helpful if the city started posting information on the city website about these incidents so that residents have facts and can make sure we have agency to act in ways that support this resolution so that it doesn't become simply performative

Karen Stanley

I wholly support this resolution. I hope our City Council and Police Department will stand firmly behind this resolution and not allow our citizens to be harassed and traumatized by federal agents. I hope this will allow our city to stand up to unconstitutional actions by federal agents. Please stand up for all our citizens by adopting this measure. Thank you.

Tricia Becker

I am a proud Wheat Ridge resident and have felt inspired by our local organizing in response to recent increases in ICE activity in the Denver metro area as well as across the country. Together with 10 households in my WR neighborhood, we gathered to make signs of solidarity and support with our immigrant community members. These signs, which now are posted throughout our neighborhood, reflect the values held by many of us in the community. We will protect our immigrant neighbors, and we hope that our city will stand with us. Thank you for considering this resolution and standing on the right side of history.

Shellie and Paul Brockmann

We support Resolution 14-2026.

1. CONSENT AGENDA

a. Resolution No. 10-2026 – a resolution amending the 2026 Fiscal Year Open Space Fund budget to reflect the approval of the supplemental budget appropriation in the amount of $213,470 for the purpose of accepting grant funds from the Urban Sustainability Directors Network.

ISSUE:

In 2024, the City was awarded $669,073 in federal U.S. Department of Agriculture (USDA) Urban and Community Forestry funding as a pass-through partner of the Urban Sustainability Directors Network (USDN). On April 4, 2025, the City was notified that the USDA had terminated its grant agreement with USDN, which paused the City's grant and all related spending.

In September 2025, USDN informed the City that a federal judge had issued an injunction blocking the USDA's termination, allowing the City to resume eligible grant activities on a reimbursement basis rather than through advance payments. The proposed supplemental appropriation would increase the forestry budget within the 2026 Open Space Fund to support planned USDN grant activities in 2026.

Councilmember Okada read the title and issue into the record.

b. Resolution No. 11-2026 – a resolution amending the Fiscal Year 2026 Budget to reflect the approval of a supplemental budget appropriation for the re-appropriation and re-encumbrance of 2025 Fiscal Year encumbered funds in the amount of $10,360,392.

ISSUE:
There are 59 open purchase orders from the 2025 budget that will be carried over to the 2026 budget. Each purchase order is associated with a specific project that was not fully completed in the 2025 fiscal year. The funds which were encumbered for these purchase orders were transferred to the unreserved fund balance of the relevant fund when the purchase orders were closed. To continue or close out these projects in 2026, a supplemental budget appropriation in the amount of $10,360,392 is necessary to allow transfer of these funds into specific budget line items in the 2026 Budget.

Councilmember Okada read the title and issue into the record.

c. Resolution No. 12-2026 – a resolution authorizing the Mayor to execute an Intergovernmental Agreement with the City of Arvada outlining management of a Clear Creek Trail segment near Otis Street

ISSUE:

The City of Wheat Ridge manages approximately seven miles of the regional, paved Clear Creek Trail (CCT). From approximately the I-70 Westbound bridge over Clear Creek to Wadsworth Boulevard, the CCT is mostly within Arvada's jurisdiction, but is only accessible to users from Wheat Ridge.

Historically, Wheat Ridge has managed and maintained this trail segment, along with the Otis St. connection trail. This proposed Intergovernmental Agreement (IGA) formalizes the division of responsibilities for Wheat Ridge and Arvada in this area. To participate in this IGA, City Council must authorize the Mayor to sign the IGA.

Councilmember Okada read the title and issue into the record.

d. Resolution No. 13-2026 – a resolution approving an Intergovernmental Agreement (IGA) between the City of Wheat Ridge and the Colorado Department of Transportation for the Tabor Street Multimodal Improvement project

ISSUE:

In 2025, the City was awarded funding through the Colorado Department of Transportation (CDOT) to construct improvements for Tabor Street from I-70 to Clear Creek Trail. The funding includes both federal and state funding.
CDOT administers the funding, so an Intergovernmental Agreement needs to be executed that outlines the various parties' responsibilities, summarizes the funding sources, and details the requirements of the funding sources.

Councilmember Okada read the title and issue into the record.

Motion: Councilmember Okada moved to approve items 1a, 1b, 1c, and 1d.
Second: Councilmember Ohm
Vote: 8 ayes; 0 nays
Motion carried.

PUBLIC HEARINGS AND ORDINANCES ON SECOND READING

2. Council Bill No. 03-2026 – an ordinance repealing Article IV of Chapter 11 of the Wheat Ridge Code of Laws concerning amusement arcades and amusement centers

ISSUE:
This ordinance repeals the licensing procedures for amusement arcades. It has become apparent that this section of the Code of Laws is outdated and no longer necessary for the protection of the public health, safety or welfare of the residents of Wheat Ridge.

Councilmember Quinn read the title and issue into the record.

Mayor Stites opened the Public Hearing

City Attorney Gerald Dahl explained the code section dates from 1977 when there was concern about illegal gambling at arcades, but this concern no longer exists, and the licensing program generates minimal revenue while creating regulatory burden for

businesses. Council sought confirmation that state gambling laws, liquor laws, and local laws provide necessary tools to handle potential unlawful acts, which Attorney Dahl confirmed.

Mayor Stites closed the Public Hearing.

Motion: Councilmember Quinn moved to approve Council Bill No. 03-2026, an ordinance repealing Article IV of Chapter 11 of the Wheat Ridge Code of Laws concerning amusement arcades and amusement centers and that it takes effect (15) days after final publication as required by the charter
Second: Councilmember Okada
Vote: 8 ayes; 0 nays.
Motion carried.

3. Council Bill No. 04-2026 – an ordinance amending Chapter 7 of the Wheat Ridge Code of Laws concerning write in candidate affidavits.

ISSUE:

This ordinance requires that write-in candidates for any elective office must file an affidavit of intent with the City Clerk prior to 64 days before the election.

Councilmember Martell read the title and issue into the record.

Mayor Stites opened the Public Hearing

Motion: Councilmember Martell moved to approve Council Bill No. 04-2026, an ordinance amending Chapter 7 of the Wheat Ridge Code of Laws concerning write-in candidate affidavits and that it takes effect fifteen (15) days after final publication, as provided by Section 5.11 of the Charter.

Mayor Stites closed the Public Hearing

City Attorney explained this ordinance allows election officials to prepare appropriate materials and know whether to count write-in votes, while not preventing anyone from running as a write-in candidate. Council confirmed this ordinance does not prevent or discourage anyone from running for office as a write-in.

Second: Councilmember Snell
Vote: 8 ayes; 0 nays
Motion Carried

ORDINANCES ON FIRST READING

NONE

DECISIONS, RESOLUTIONS, AND MOTIONS

4. Motion to approve appointments to Boards, Commissions, and Committees

ISSUE:
As of March 2, 2026, the terms of twenty-six Board, Commission, and Committee members of the City of Wheat Ridge will expire. Additionally, there are three existing vacancies to fill. These twenty-nine positions in total are to be filled or reappointed.

Mayor Pro Tem Hultin read the title and issue into the record.

Mayor Stites requested the following appointments: Aspen Jacoby to the Alternate Board of Adjustment, term to expire March 2, 2029, and
the re-appointment of Terra Greer to the Inclusion, Diversity, Equity, and Accessibility (IDEA) Committee, term to expire March 2, 2029, and
the appointment of Jenny Snell to the Council Liaison position on the IDEA Committee, term to expire March 2, 2029, and
the appointment of Jenny Snell to the newly formed Council Liaison position on the Cultural Commission, term to expire March 2, 2029, and
the appointment of Patrick Quinn to the newly formed Council Liaison position on the Parks and Recreation Commission, term to expire March 2, 2029.

Mayor Pro Tem Hultin moved to ratify the Mayor's recommendations as presented by the Mayor.
District I
Moved to re-appoint Al Gallo to District I, Building Code Advisory Board, term to expire March 2, 2029, and,
Moved to appoint Taylor Dupree to the District I, Cultural Commission, term to expire on March 2, 2027, and,
Moved to appoint Wesley Hughes to the District I, Cultural Commission vacancy, term to expire on March 2, 2029, and
District II
Moved to appoint Dustin Brucher to the District II, Board of Adjustment, term to expire March 2, 2029, and,
Moved to appoint Celia Daly to the District II, Cultural Commission, term to expire March 2, 2029, and,
Moved to appoint Katherine White to the District II, Parks and Recreation Commission, term to expire on March 2, 2029, and,
Moved to appoint Kristine Disney to the District II, Planning Commission, term to expire March 2, 2029, and
District III

Moved to re-appoint Laura Sicard to the District III, Board of Adjustment, term to expire March 2, 2029, and,
Moved to re-appoint Kathy Plummer to the District III, Cultural Commission, term to expire March 2, 2029, and
Moved to appoint Kimberly Cross to the District III, Parks and Recreation Commission, term to expire March 2, 2029, and
Moved to appoint Simon McGowan to the District III, Planning Commission, term to expire March 2, 2028, and
Moved to appoint Jennifer Gibbs to the District III, Planning Commission, term to expire March 2, 2029.
DISTRICT IV
Moved to appoint Andy Sulak to the District IV, Board of Adjustment, term to expire March 2, 2029, and
Moved to appoint Antonio Medina to the District IV, Cultural Commission, term to expire March 2, 2029, and,
Moved to appoint Charlotte Kettering as an out-of-district appointment to, District IV, Cultural Commission, term to expire March 2, 2027, and
Moved to appoint Pat Cervera to the District IV, Parks and Recreation Commission, term to expire March 2, 2029, and
Moved to appoint Anna Sparks to the District IV, Planning Commission, term to expire March 2, 2029, and
Moved to appoint Charlie Hood to the District IV, Renewal Wheat Ridge, term to expire March 2, 2031
Second: Councilmember Okada
Vote: 8 ayes; 0 nays
Motion carried.

5. Resolution No. 14-2026 – a resolution declaring City of Wheat Ridge support for human dignity and civil rights for all

ISSUE:

The City Council is asked to consider a resolution affirming the City of Wheat Ridge's commitment to human dignity, civil rights protections, constitutional guarantees, and maintaining community trust and public safety.

Mayor Pro Tem Hultin read the title and issue into the record and explained the resolution was a collaborative effort with each Councilmember authoring their own "whereas" statements.

Each Councilmember read their own portion of the resolution as follows:

RESOLUTION DECLARING CITY OF WHEAT RIDGE SUPPORT FOR HUMAN DIGNITY AND CIVIL RIGHTS FOR ALL

Mayor Stites: WHEREAS, the City of Wheat Ridge affirms that civil rights and human dignity are foundational to a safe, thriving, and welcoming community, and we stand united in protecting the inherent worth and equal protection of every person who calls our city home; and

Councilmember Okada: WHEREAS, an atmosphere of fear and uncertainty regarding federal enforcement actions undermines the trust between our community and government institutions, resulting in reduced safety for everyone; and

Councilmember Snell: WHEREAS, we acknowledge the fear and uncertainty felt within our own community and recommit ourselves to being present, transparent, and responsive to our residents during this time; and

Councilmember Quinn: WHEREAS, democratic systems depend on open institutions, civic participation, and the protection of individual rights, and the City Council recognizes the importance of supporting these principles in its local governance; and

Councilmember Larson: WHEREAS, the First Amendment of the U.S. Constitution protects the rights of all persons within its borders to freedom of religion, expression and peaceable assembly, the Fourth Amendment protects against warrantless searches, and the Fifth and Fourteenth Amendments guarantee due process, the civil rights of both citizens and non-citizens must be protected; and

Councilmember Martell: **WHEREAS,** Wheat Ridge City Council supports the rule of law and our Wheat Ridge Police Department, we will not ignore any injustice or unlawful behavior we see where rights guaranteed by the U. S. Constitution are violated at any level; and

Councilmember Wood: WHEREAS, the City of Wheat Ridge holds core values of being independent-minded, inclusive, and forward-looking, as affirmed in the adopted City Plan; therefore, we disavow actions that may unfairly target community members based on race, color, or country of origin; and

Mayor Pro Tem Hultin: **WHEREAS,** Wheat Ridge is at its best when we overcome differences and stand alongside community leaders and caring neighbors to stay vigilant and to take right action to ensure everyone has safe access to a vibrant community life; and

Councilmember Ohm: **WHEREAS,** we must be a light of hope in challenging times and stand firm in our commitment to a peaceful democracy and to strengthening our community while protecting fairness and equal opportunity for all.

Councilmember Snell: **NOW THEREFORE BE IT RESOLVED** that the Wheat Ridge Mayor and City Council are committed to ensuring that our local policies are consistent with our dedication to justice rooted in dignity, equity, accountability, and the protection of civil rights; we call upon all levels of government to act in ways that strengthen, rather than harm, the communities we serve; and this Council reaffirms its commitment to fostering trust, promoting public safety, and ensuring that our community remains a place where all people feel valued and protected.

Mayor Stites: DONE AND RESOLVED this 23rd day of February 2026

Motion: Mayor Pro Tem Hultin moved to approve Resolution No. 14-2026, a resolution declaring City of Wheat Ridge support for human dignity and civil rights for all

Mayor Stites opened Public's Right to Speak on the item.

PUBLIC'S RIGHT TO SPEAK on Resolution 14-2026

In person:

Morgan Richards- read a confirmed detention report from Dover and Fenton Streets and requested the resolution be backed with action.

Doug Bates - offered action items including community control over police surveillance policies.

Gary Holmes- requested specific immigration-related actions including prohibiting ICE deputization agreements and requiring judicial warrants for immigration enforcement.

Council asked about zoning restrictions on detention centers. Director of Community Development Mikulak and the City Attorney explained that such facilities are not permitted uses under current zoning code, and federal preemption would be required for such facilities to override local zoning.

Councilmembers expressed appreciation for the collaborative effort and emphasized this resolution as a starting point for further community protection work.

Second: Councilmember Snell
Vote: 8 ayes; 0 nays
Motion carried.

CITY MANAGER'S MATTERS

City Manager Goff announced Onorina Maloney has earned her Master Municipal Clerk (MMC) designation from the International Institute of Municipal Clerks (IIMC).

The City was awarded a $4.5 million transit-oriented community infrastructure grant for the Foothills Regional Housing Ridge Road project. Wheat Ridge was the first in the state to submit compliance reports for House Bill 24-13 affordable housing requirements and received the most funding in the first grant round.

CITY ATTORNEY'S MATTERS

No matters to report

ELECTED OFFICIALS' MATTERS

Councilmember Okada: Thanked everyone who attended the District 4 meeting, noting good attendance and conversations. Mentioned the Mardi Gras king cake and humorously noted that no one has found the baby yet.

Councilmember Larson: Highlighted that all buildings for the Foothills Regional Housing project are now demolished, with site excavation underway. Mentioned that Regional Transportation District (RTD) staff are recommending increasing G Line train frequency from 30 minutes to 15 minutes.

Councilmember Wood: Attended the Colorado Environmental Film Festival, emphasizing Wheat Ridge's focus on sustainability and environmental stewardship, and suggested next year Wheat Ridge could be involved.

Councilmember Quinn: Participated in ribbon cuttings and attended the Colorado Municipal League's legislative conference, mentioning concerns about unfunded mandates and state budget issues, acknowledging that Wheat Ridge's legislative committee has a lot to address.

Councilmember Martell: Announced the completion of the Wadsworth Recovery Grant Program's first round, distributing $75,000 to businesses. Requested support for a second-round discussion at the March 2 study session, which was granted. Commented on attending the CML legislative workshop, the Makerspace upgrade, and encouraged tours and participation.

Councilmember Snell: Expressed pride in community involvement at the community safety meeting. Updated on the monthly office hours and advertised the next session with Representative Brita Patterson's office holding mobile hours.

Councilmember Ohm: Requested removal of personal contact data from online employment packets. Inquired about progress on the car wash. Concerned about water

scarcity due to unusually warm weather and advised against watering lawns prematurely.

Mayor Pro Tem Hultin: Attended several meetings and workshops, including events hosted by the Denver Regional Council of Governments (DRCOG) and the Colorado Municipal League (CML). Highlighted federal budget advocacy efforts through the National League of Cities. Announced the District 2 meeting this Saturday at 3 PM at Stylus and Crate, with an open invitation for community engagement**.**

Mayor Stites: Reported on multiple ribbon-cutting ceremonies and the completion of the Wadsworth Recovery Grant Program's initial phase. Announced the next Coffee with the Mayor at the Active Adult Center on March 14. Visited Cub Scout Pack 241, discussing civic responsibility, and welcomed any scouting troops for similar future engagements.

ADJOURNMENT

There being no further business to come before Council, Mayor Stites adjourned the February 23, 2026, Regular City Council Meeting at 7:54 PM.

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Rachel Hultin, Mayor Pro Tem

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Onorina Z. Maloney, Senior Deputy City Clerk

NOTES

CITY COUNCIL SPECIAL STUDY SESSION
CITY OF WHEAT RIDGE, COLORADO

Hybrid Meeting
Monday, February 23, 2026

The special study session was held both in person and virtually in a hybrid format at 7500 West 29th Avenue, Municipal Building, Council Chambers. Councilmembers and City staff were present in the Council Chambers. Members of the public were able to observe and participate either in person or virtually.

CALL TO ORDER

Mayor Korey Stites called the City Council Special Study Session of February 23, 2026, to order at 8:02 PM.

ATTENDANCE

Councilmembers Present: Rachel Hultin, Dan Larson, Kathleen Martell, Scott Ohm, Mike Okada, Patrick Quinn, Jenny Snell, and Susan Wood.

Also present: City Manager Patrick Goff, City Attorney Gerald Dahl, Community Development Director Lauren Mikulak, Public Works Director Kent Kisselman, and Senior Deputy City Clerk Onorina Maloney.

PUBLIC COMMENTS ON AGENDA ITEMS

In person

Candice Tomlinson thanked council for addressing Dover Street problems but expressed frustration with lack of communication about the sidewalk gap project. Living in a 75-year-old house, she faces impacts from right-of-way changes and

landscaping removal. She emphasized that the project doesn't address ongoing traffic issues in the Bellaire neighborhood and requested better communication and re-engagement on Dover traffic concerns.

Deb Schmidt Davies questioned why the city is addressing sidewalk issues after decades of neglect. She expressed concerns about destroying neighborhood character with concrete sidewalks and wider roads, suggesting less destructive alternatives like biological swales and permeable concrete.

Kim Calomino emphasized uncontrolled storm water as the primary issue, damaging streets and flooding properties. While not opposed to sidewalks and gutters, she stressed the need for traffic volume management and better neighborhood communication before proceeding.

City Manager Goff noted that nothing in the proposal is final and reiterated that the purpose of the meeting is to gather council direction. He added that the city has been working with Dover residents on these concerns for several years and that planned road improvements had already been communicated.

Via Zoom
None

Wheat Ridge Speaks:

Candace Tomlinson

Submitted Comment on: Feb 23, 2026, at 12:27 PM

Item No.1 - MEMO - 2J Bond Fund Sidewalk Gap program

Comment

My comments concern the curb, gutter, and sidewalks on Dover from 38th to 44th. I live on the southwest corner of 41st and Dover. This project will have a large impact on my property. I am not against the curb, gutter, and sidewalks on Dover because they will hopefully solve the storm water drainage issues and provide some pedestrian safety and some separation of my yard from the street traffic and prevent cars from parking and driving into my yard. However, I and my neighbors are completely caught off-guard by the lack of communication from the city concerning this major infrastructure project. My house is 75 years old, and we have lived in this house for 25 years this May. I have made major landscaping improvements in the ROW to protect my property from the storm water drainage damage from Dover and the noise and commotion of the traffic. Other neighbors have built retaining walls, fences, concrete and asphalt swales, parking

areas in the ROW to protect their property, provide off-street parking, etc. What if a property owner had planned and contracted for a landscaping project this spring? There has never been any indication from the city in my 25 years here that there was any interest or money for any infrastructure improvements on Dover. Now I recognize that times are changing and new infrastructure improvements and upgrades are warranted, and I certainly want better storm water drainage. But sidewalks are a heavy lift and a big change for this old neighborhood and certainly warranted more proactive communication and notification from the city about the possibility of this project, which has been under consideration since May 2025 if I understand the memo correctly. We are all busy and can't attend and follow city council proceedings constantly so the city has got to work on being more proactive when communicating with residents on possible projects that will impact them and not just the Wadsworths and Lutherans. After city council approves this project, I request the city quickly provide us 1) a city point of contact; 2) a construction schedule and start date; and 3) most importantly, mark the ROW so we know the specific impacts to our properties so we can start moving any landscaping etc. that we wish to save. The big remaining issue on Dover is the volume of cut-through traffic since Dover is the one of only two streets (the other is Carr) that provides connectivity between 38th and 44th from Wadsworth to Youngfield. We have tried to work with the city on this traffic volume issue on Dover, as well as the entire Belaire neighborhood (includes both District II and IV), for the past three years to no avail, and then, suddenly, we find out that we are getting sidewalks. Will sidewalks turn Dover into a Pierce or Harlan? What about the volume and noise of cut-through traffic and cars not stopping at the 4-way stop at Dover and 41st? 41st Ave in Belaire is the dog walking capital of Wheat Ridge. Pedestrian safety is a huge issue at 41st and Dover as well as 41st and Dudley. These are some of our questions and concerns, but we seem to have no mechanism to get the city to listen or address these issues and concerns as a whole. Instead, speed humps are put in here and there based on neighborhood petitions versus looking at the issue holistically. Our neighborhood has had to deal with the years of impact from the Wadsworth construction, and now we have the Lutheran redevelopment looming and maybe a new city hall and police department on the Lutheran campus as well. Wilmore-Davis Elementary was just declared surplus. If that property is developed, then there is even more traffic for Belaire to deal with. Much of this new traffic will use Dover as their transportation corridor. Then there is the new huge apartment complex on the corner of Kipling and 44th. Traffic from that complex will absolutely cut through on Dover to reach 38th or 32nd and avoid Wadsworth if they are heading south. Dover is not designed or capable of handling that much traffic, but that won't stop the cut-through traffic from continuing unless the city takes proactive measures. The Belaire neighborhood should not be left to deal with all

these issues on our own. The entire Belaire neighborhood needs proactive help from the city to address the ongoing and upcoming traffic volume issues. The bottom line is that there is still a lot of work to be done on Dover to start addressing some of the traffic issues in Belaire. Can some of the 2J money for curb, gutters, and sidewalks be used for traffic issues, which would also improve pedestrian and bike safety? Or can traffic improvements be addressed under the Dover mill and resurface? Two of the speed humps on Dover are old and useless at slowing cars down and need to be upgraded to the new standard. I also request two more speed humps be added for a total of six. We used to have six, but they were removed and never replaced. Our neighborhood should not have to petition for more speed humps. This is a city issue, not a neighborhood issue. What about raised sidewalks at the corner of 41st and Dover to encourage cars to stop at the four-way stop? What about a camera similar to a red-light camera at Dover and 41st for the four-way stop? What about traffic narrowing at the corner of 41st and Dover similar to what the city of Denver has done on 29th Ave going east? Sidewalks, curbs, and gutters are a start, but please add some traffic improvements to the Dover mill and resurface project. I also hope the city will continue to address the Belaire traffic issue in a more holistic manner and communicate more effectively with the residents who are impacted.

Nikki Larsen

Submitted Comment on: Feb 23, 2026, at 10:43 AM

Item No.1 - MEMO - 2J Bond Fund Sidewalk Gap program

Comment

As a resident and volunteer with the ATATs, I very much appreciate the attention to sidewalks in our city, it has been a long time coming. Regarding the installation of HAWK signals, I wanted to bring to your attention the placement of the existing signal at Upham and 38th. With the lane-narrowing, Steven's traffic, and deployment of fire & EMT vehicles at that spot, the signal adds to visual confusion and is rarely observed by drivers who are trying to manage so many distractors at once. The completion of The Green has increased pedestrian traffic and while we need a reliable HAWK signal in the vicinity, I suggest moving the existing signal to Teller and 38th to provide for safer passage. Many residents come from the neighborhoods to the south and east of The Green and Teller St provides a low-stress route to the park. Having to go north on Teller, cross left to the sidewalk on the south side of 38th, then head 1 block west to the HAWK signal only increases the danger to walkers & rollers - cars turning south on Teller from 38th are not prepared for a single pedestrian or cyclist to be crossing their path ON Teller in that small stretch of about 10 feet. With these other initial 2J projects slated to

begin, it seems like a good time to make this relatively simple fix that will have a big impact. Regarding residents using Teller to get to our main street, the ATATs urge the city to look at addressing key unsignalized pedestrian crossings as part of the Pierce project, especially at 35th Ave where people walking often wait a long time to try to cross safely to try to access parks, the Active Adult Center, local businesses, etc. Lastly, it would be very helpful to have some communication released regarding how the remaining funds will be programmed or where some of these other priority projects stand, such as the multi-modal improvements for 35th Ave from Pierce to Sheridan. Thank you for taking the time to consider my feedback.

1. Sidewalk gap scope and schedule for 2026

City Manager Goff provided an overview of the 2J Bond Program, noting that voters approved $75 million in bonds for infrastructure, sidewalk repair, bike lanes, and filling sidewalk gaps with emphasis on routes to schools and major pedestrian corridors. With additional grants, approximately $94 million is available, with $42 million allocated for sidewalk projects.

Staff presented 15 evaluated projects spanning the city, developed through community feedback and long-range planning. Six segments were recommended as priorities for 2026-2027 construction: Parfet Street, Harlan Street, Miller Street, 26th Avenue, Dover Street, and Pierce Street, plus two HAWK signal installations on 40th Avenue.

Dover Street Project: Public Works Director Kisselman explained Dover Street's poor pavement condition (index of 39) and ongoing drainage issues requiring frequent staff response. The project would coordinate mill and overlay repairs with sidewalk, curb, gutter, and storm drainage improvements. Several residents had expressed concerns about communication and impacts on existing landscaping and fencing.

HAWK Signals: Two High Intensity Activated Crosswalk signals were proposed at 40th and Miller (near schools and Fruitdale Park) and 40th and Lamar (near Park Church). Staff applied for Highway Safety Improvement Program grants to fund these at approximately $250,000 each.

Council Feedback: Councilmembers offered extensive input on project priorities and locations, including a request to reconsider the South Frontage Road segment from Garrison to Holland. Several members suggested this segment could replace the Parfet project due to safety concerns for pedestrians and cyclists.

Council also discussed potential alternative locations for HAWK signals, with interest in placing them at Reed Street and Newland to better serve neighborhoods north of 40th Avenue.

Members emphasized the need for stronger community outreach, particularly for complex projects such as Dover Street that will significantly affect nearby residents. They stressed the importance of holding neighborhood meetings before advancing design work.

Preliminary Costs and Timeline: The recommended first phase carries a preliminary cost of approximately $11.9 million. Staff indicated they could complete 2-3 projects in 2026 with the remainder in 2027, beginning design work immediately and seeking grant funding to leverage bond dollars. IRS requirements mandate spending 85% of bond funds within three years.

City Manager Goff confirmed staff received sufficient direction to proceed with investigating the frontage road segment, exploring HAWK signal location alternatives, and conducting neighborhood outreach for Dover Street and other impacted areas.

ADJOURNMENT:

Mayor Stites adjourned the February 23, 2026, Special Study Session at 9:07 PM.

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Rachel Hultin, Mayor Pro Tem

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Onorina Z. Maloney, Senior Deputy City Clerk

NOTES

CITY COUNCIL STUDY SESSION
CITY OF WHEAT RIDGE, COLORADO

Hybrid Meeting
Monday, March 2, 2026

The study session was held in a hybrid format, with Councilmembers and staff participating in person at the Municipal Building (7500 West 29th Avenue) in Council Chambers, and members of the public able to observe and participate either in person or virtually.

CALL TO ORDER

Mayor Korey Stites called the City Council Study Session of March 2, 2026, to order at 6:31 PM.

ATTENDANCE

Councilmembers Present: Rachel Hultin, Dan Larson, Kathleen Martell, Scott Ohm, Mike Okada, Patrick Quinn, Jenny Snell, and Susan Wood.

Also present: City Manager Patrick Goff, Deputy City Manager Marianne Schilling, Chief of Police Chris Murtha, Community Development Director Lauren Mikulak, Communications and Engagement Manager Amanda Harrison.

PUBLIC COMMENTS ON AGENDA ITEMS

In person
No one signed up to speak.

Via Zoom
No one signed up to speak.

Via Wheat Ridge Speaks
No one submitted comments online.

1. **2026 Legislative Forum**
   Patrick Goff introduced the topic to City Council to introduce the topic, and turned it over to Bev Stables, Legislative Advocacy Manager with the Colorado Municipal League (CML), who gave a high-level overview of these high priority bills. Staff and Council also asked questions and provided feedback:

   - Land Use: House Bill (HB) 24 1285 – Admission to Mental Health Residential Facility; Senate Bill (SB) 24 098 – Noise Abatement; HB 24 1001 – Home Act; HB 24 1114 – Minimum Lot Sizes; not yet introduced – Lot Splitting Bill; HB 24 1206 – Create Special District as a Strategy to Reduce and Prevent Homelessness.
   - Public Safety: SB 24 024 – Drone Bill; SB 24 070 – Flock Camera/Access Historical Location Information Database; HB 24 1037 – Ban Government Purchase of Personal Data from Third Parties; SB 24 097 – Decriminalizing Adult Commercial Sexual Activity; HB 24 1257 – Local Regulation of Massage Facilities.
   - Sustainability: HB 24 1030 (sponsored by Representative Duran) – incentive-based model to attract data centers into Colorado; SB 24 102 – intended to deter data centers.
   - Accessibility: HB 24 1130 – baby diaper changing station required for Americans with Disabilities Act (ADA) accessible bathrooms.
   - Transportation: HB 24 1269 – Transit Access and Equity; not yet introduced – limiting Automated Vehicle Identification System (AVIS) use and fine caps; HB 24 1071 – allow local governments to deploy AVIS technology (sponsored by Representative Duran and supported by Wheat Ridge).
   - Urban Renewal: SB 24 129 – Urban Renewal Authority/Tax Increment Financing (URA/TIF) reform.

2. **Municipal Bonds**

   Patrick Goff introduced the topic and presented a municipal bond overview and current bonds update.

   Following that presentation, representatives from Piper Sandler Companies, including underwriters Andrew Ma and Robyn Moore, provided a current financial

and market update, as well as financing options for the City. The three financing options presented to City Council to fund large capital projects included:

- Certificates of Participation (COPs)
- Sales and Use Tax Revenue Bonds
- General Obligation (GO) Bonds

The presenters concluded by discussing taxable and tax-exempt interest rates over time, as well as future Federal Reserve expectations.

3. Wadsworth Grant Program

Councilmember Martell introduced the topic and summarized the implementation of the $75,000 Wadsworth Recovery Grant Program to date. She met with the Wheat Ridge Business District (WRBD) board and saw the opportunity to fund additional businesses. She would also like Localworks to administer the expansion and would like them to oversee it as well.

City Manager Goff shared that $45,000 was funded through the WRBD building façade program, and it could potentially be repurposed for this grant.

Council provided consensus to repurpose the $45,000 funds to expand the program.

STAFF REPORTS

No matters to report

ELECTED OFFICIALS' REPORTS

Councilmember Okada - no report.

Councilmember Larson shared an announcement from the Governor's Office regarding the Transit Oriented Affordable Housing grant that Wheat Ridge was awarded. He also provided information regarding emission testing for older vehicles. He noted that there is progress being made on the American Hotel demolition.

Councilmember Wood shared that the Regional Air Quality Council (RAQC) is sponsoring an e-bike initiative that supports affordable housing communities.

Councilmember Quinn no update

Councilmember Ohm hosted a District II meeting. Shared that the community wants to be notified when construction is going on. Would like to have a District-specific sign up for text/email.

Councilmember Martell shared that in addition to the events mentions by Councilmember Snell, she attended an open house at City Council Chambers hosted by Representative Petterson's office.

Councilmember Snell thanked Administrative and Information Technology (IT) staff for their quick support with her finicky laptop. She and Councilmember Martell toured the Public Works space. They have office hours at Mountain Milk on Tuesday from 9-11. The next quarter's office hours are at Anne's Pie Café.

Mayor Pro Tem Hultin hosted District II meeting. Shared how impressed she is by the dialogue in the community. On the west side of Wadsworth Boulevard there are six to seven A-frame signs that were in the bike pathway and are now in the landscaping.

Mayor Stites concluded with information regarding next week's session.

ADJOURNMENT

Mayor Stites adjourned the March 2, 2026, Study Session at 8:47 PM.

_____
Rachel Hultin, Mayor Pro Tem

_____
Marianne Schilling
Deputy City Manager

MINUTES

CITY COUNCIL MEETING
CITY OF WHEAT RIDGE, COLORADO
Monday, March 9, 2026

The meeting was held in a hybrid format, with Councilmembers, City staff, and members of the public participating either in person at the Municipal Building (7500 W. 29th Avenue, Wheat Ridge, Colorado) or virtually.

CALL TO ORDER

Mayor Stites called the regular City Council meeting to order on March 9, 2026, at 6:30 p.m.

PLEDGE OF ALLEGIANCE

Those present stood, if able, and recited the Pledge of Allegiance.

ROLL CALL OF MEMBERS

Councilmembers Present: Rachel Hultin, Dan Larson, Scott Ohm, Mike Okada, Patrick Quinn, Jenny Snell, and Susan Wood.
Absent: None
A quorum was established.

Also in attendance: City Manager Patrick Goff, Deputy City Manager Marianne Schilling, Police Chief Chris Murtha, City Attorney Gerald Dahl, Community Development Director Lauren Mikulak, Director of Public Works Kent Kisselman, Procurement Manager Whitney Mugford-Smith, Procurement Coordinator Kelsey Carter, and Senior Deputy City Clerk Onorina Maloney.

APPROVAL OF MINUTES

None

APPROVAL OF AGENDA

The agenda was approved as presented.

PROCLAMATIONS AND CEREMONIES

Mayor Stites noted that invited guests Monica Duran and Brittany Pettersen could not attend as they were working at the State Capitol. He read the proclamation celebrating March 2026 as Women's History Month and March 8, 202,6 as International Women's Day, highlighting the theme "Lead the Change: Women Shaping a Sustainable Future." The Mayor invited Mayor Pro Tem Hultin, Councilmember Martell, Councilmember Snell, and Councilmember Wood to join him for a photo.

Proclamation – Colorectal Cancer Awareness Month

Representatives from Lutheran Hospital, Casey Bogenschutz (Director of Oncology Service Line) and Tammy White-Uecker (oncology nurse), joined Mayor Stites for the proclamation of March 2026 as Colorectal Cancer Awareness Month. The proclamation emphasized that colorectal cancer is the second leading cause of cancer deaths in the United States and highlighted screening disparities affecting communities of color and rural populations.

Bogenschutz addressed the council, thanking them for the recognition and emphasizing that colorectal cancer is one of the most preventable cancers through screening. She noted that screening is now recommended beginning at age 45 due to rising diagnosis rates in younger adults. She concluded by challenging the council with the question: "What's one conversation you will have because of this proclamation?"

Proclamation – National Procurement Month

Mayor Stites read a proclamation designating March 2026 as National Procurement Month. Procurement Manager Whitney Mugford-Smith and Procurement Coordinator Kelsey Carter accepted the proclamation. Ms. Mugford-Smith thanked the Mayor and Council for recognizing Procurement Month. She noted that the team is proud of the work they do each day to ensure the City’s resources are used responsibly, fairly, and transparently.

Mayor Stites opened the public’s right to speak portion of the meeting. Due to the number of speakers signed up, individual comments were limited to two minutes.

PUBLICS' RIGHT TO SPEAK

In person
Patrick Stanley – Requested preserving the Wilmor- Davis site as a full-size neighborhood park rather than minimal open space tied to private development. Stated it functions as the main walkable play area for nearby children and families

Trevor Hopkins – Requested that the City work with Jefferson County Public Schools (Jeffco) to keep the Wilmore Davis property as a public park instead of additional housing. Cited lack of parks in the area and nearby residential growth (The Stack and former Lutheran campus) as reasons to prioritize green space.

Parag Mahale – Requested preservation of the open field as a neighborhood gathering place. Cited mental-health and environmental benefits of green space and suggested community-oriented alternatives (library expansion, arts/cultural center, expanded community garden) instead of dense redevelopment.

Brooks Cannon – Opposed more residential units at Wilmore Davis. Requested that the City maintain the property as a park/green space, describing it as the neighborhood "anchor" and one of few green spaces accessible without crossing major streets

Lindsay Lynch – Supported keeping the site largely as open community space; noted the school building may again be needed for education due to many young families. Expressed concern about adding redundant housing in an area with already high property taxes.

Mike Moore – Requested converting the former school site into a public park with green space and a dog-friendly area. Described the parcel as a rare opportunity and stated that a designated dog area would meet demand and reduce conflicts in other parks.

Erin Meyer – Requested that the property remain a large open green space and opposed additional townhomes given new housing at the former Lutheran site. Supported retaining updated playgrounds and courts, adding a dog area, and considering amenities such as expanded gardens and a splash pad

Greg Watson – Reported chronic problems at 4515 Balsam Street, including alleged drug dealing, prostitution, disturbances, frequent vehicle traffic, underage occupants, and a recent overdose. Stated police had been called 43 times in 2024 and requested City action.

Justin Padilla – Reported suspected drug deals occurring adjacent to his property tied to 4515 Balsam Street, with drug paraphernalia and needles found in his yard. Expressed concern for his young child's safety and stated that repeated police responses have not resolved the problem.

Peggy Taulli – Supported the nuisance-abatement request and confirmed the reported activities. Reported being verbally abused and having a vehicle allegedly swerved toward her by an individual associated with 4515 Balsam Street.

Wayne and Beverly Konrad – Requested a formal chronic nuisance designation for 4515 Balsam. Cited over a decade of criminal activity and patterns of short-stay vehicle traffic and stated that a problematic resident remains despite landlord assurances.

Kristine Disney – Requested designating a portion of the Wilmore Davis playground for dogs, located away from gardens. Stated that many neighbors have built community there while walking dogs.

Kristi Davis – Requested preserving the area and avoiding additional high-density development near the Legacy Lutheran and Zephyr Gardens projects. Stated that increasing density increases need for dog parks and asked that any future park recognize the Wilmore and Davis families, who donated the land.

Nikki Davis Depew – Supported Park use and requested that the Wilmore/Davis names be retained on the site. Emphasized her family's long service and land donations to the community.

Elizabeth and Tim Cessar – Requested keeping the property as it is. Noted many young families in adjacent townhomes, expected growth at the former Lutheran and 44th/Kipling developments, and potential future need for a school, while valuing current recreational use.

Alex Gouldsmith – Requested that any development partner for Wilmore Davis provide clear neighborhood benefits. Preferred maintaining an educational use; alternatively supported a civic/cultural center. If residential is pursued, requested mixed-use zoning with small neighborhood-serving retail and limited parking so the park primarily serves nearby residents.

Andrea Grasso – Supported preserving Wilmore Davis as green space and reported regular daily use by children, neighbors, and dogs. Requested a public update on the current interest process and urged retention of green space.

Via Zoom:

Allison Fingado – Supported preserving the Wilmore Davis open space and opposed additional housing on the site. Reported frequent use of the area by children and families and described it as an important safe gathering place, especially with new housing planned at the former Lutheran campus.

Sarah Westmoreland – Not connected

Shawn Edmonds – Not connected

Tanya Barb – Supported retaining Wilmore Davis as a community gathering space and expressed concern that planning for the site appears to be moving forward. Requested an update on the City's current direction and next steps for the property

Wheat Ridge Speaks:

Agenda Item: Public's Right to Speak

Emma Balder

Submitted comment: March 9, 2026, at 10:50 AM

Regarding the Wilmore Davis Elementary school, I concur with several other folks here that the neighborhood would greatly benefit from a park/open space, as a continuation of the Happiness Gardens. The neighborhood is lacking in park and gathering space. Alternatively, I could see a community art center (with affordable artist studios, community art classes and programs) being a great use of the current building structure, while creating a more robust public park with the surrounding green space. The area (and the front range in general) is lacking in affordable art studios for professional working artists - this could bring a positive influence on the neighborhood through community engagement and cultural enrichment in the area, while retaining the educational essence and history of the building.

Breonna Minor

Submitted comment on March 8, 2026, at 8:06 PM

RE: Wilmore-Davis green space I would like to encourage the council to consider purchasing the land behind Wilmore-Davis and designating it as protected green space. Doing so would be a meaningful investment in the well-being, environmental health, and quality of life of our community. The property already sits at the heart of an established neighborhood, making it uniquely positioned to serve residents as a park, natural habitat, or community greenway. Preserving it would maintain the character of the area while adding lasting public value. Thank you for your time, your efforts, and your consideration.

Deb Schmidt Davies

Submitted comment on March 7, 2026, at 4:27 PM

Hello, I'm Deb Schmidt Davies, I live at 3960 Dover St. My comment is about the excess traffic and speeding on Dover and the potential road, storm drainage, curb gutter and sidewalk re construction. I'm asking for alternatives to a wider road, curb, gutter & sidewalks. Alternatives more conducive to the current street character, less costly, and

less destructive environmentally. Wider asphalt roads and concrete curb gutter and sidewalks deflect water. Porous pavement and porous concrete allow water to percolate into the soil replenishing ground water. Bioswales filter storm water and help slow down the storm water flow. For all the new sidewalk gap plans through out Wheat Ridge, the environmental impact should be a major factor in the design of the project. I have listed below the example of minimum re construction for Dover Road, drainage, and traffic calming methods. Also listed is the example for the maximum re construction. Minimum: The Minimum re construction for Dover: is the road needs re grading, currently it crowns to the East. The road base is very poor. The asphalt thickness is not 3 - 6 inches and it should be near 6 inches given our cold climate. Our traffic volume is about 1400 vehicles per day. I believe that is medium volume. In contrast Dudley from 32nd to 38th is about 600 vehicles per day. There are 50 homes on Dover from 38th to 44th. Each household could have a different drainage solution. Some have already installed concrete swales. Others have retained the original grass swales, which could be improved, not demolished. The concrete swales double as sidewalk. Maximum: The Maximum re construction for Dover and most costly is a wider road with curb, gutter and ADA compliant sidewalks. If this is the final plan for Dover please implement permeable concrete, pavement, and bioswales. In the road re construction design please include Traffic Calming methods, these can include: 4 speed tables, and a traffic circle at 41st. This is similar to what was approved for Dover in 1996 but never completed. In an email dated Oct 2025, Counselor Ohm suggested to Public Works director, Kent Kisselman, “installing some bioswales at the intersection to capture water /debris and reduce the street width as a pilot project?” Thank you for your time.

Mariann Storck

Submitted comment on March 7, 2026, at 12:24 PM.

Wilmore Davis I'm worn out. Wheat Ridge residents endured many years of change, mess, traffic congestion and more with the rebuild of Wadsworth Boulevard over the past many years. We've endured a sh*t show from our nation's capital that has left many of us in sorrow, despair, anxiety, frustration, hopelessness and feelings of being powerless. With the development of the former Lutheran Hospital Campus, we can look forward to more of the same. Most likely, that project will probably continue for the remainder of my life. I think that if the city really cares about its residents, long-term and new, they will see that the Wilmore Davis property would better serve a small neighborhood, without a nearby park, as an open space. The Bel Aire section of Wheat Ridge does not have much in the way of parks. It could be another emerald for the city with space enough for more playground equipment, discovery trails, extension of the urban forest started at Happiness Gardens, and even for our neighbors with no yards as

a destination for their canine pals to play. I like to think that by now, everyone knows the mental health benefits of being outdoors for humans and animals. I see the conversion to a park on the Wilmore Davis property as a win-win situation: productive use of the land to control greenhouse gasses, a boost for the mental health of viewers and visitors, an opportunity to build more community within a section of the City, and a reduction of stress, dismay and frustration. I prefer a green space over yet another block of high rise, high density, bland housing that can't be sold because of costs beyond regular taxes, insurance and mortgage. Yes, I'm referring to metro district fees. Think about it. Would you rather see a small urban forest with play areas for all ages and multiple species or ugly, bland, unsellable, 3 story townhomes built like giant foot long sardines in a can? It would be short-sighted of the City to agree to add everywhere USA style housing on this property. I don't believe it is in the best interests of the City to fill every vacant or available spot in the city with more unaffordable, high density housing. Aren't we supposed to be a Tree City USA? Let's make sure we kept that designation. Thank you

Jeffrey Lormand

Submitted comment on March 7, 2026, at 11:19 AM

It is my understanding that the Jeffco School District has decided to sell the Wilmore-Davis School Property. As a resident of the neighborhood, one who's children all attended Wilmore-Davis, I am concerned about the impacts to our neighborhood that future development might impose. That the property is zoned R2, indicates that the future development will be townhouses or condominiums. While this is not currently the core of our neighborhood where the school is located, there are townhouses just north of the Wilmore property, so it is not hard to imagine what some future development will be. One of the key aspects to any future development is that setbacks to existing single-family residences are honored and, more critically, that a portion of the property is set aside for a neighborhood park. Currently our neighborhood has no park and the school provided that for the residents. Our wish is for the City to purchase the property and create a community park, that might include relocated Wheat Ridge Library and Community Center, items lacking in the heart of our city. Failing that, we want a substantial portion of the back fields in the current school layout to become a park, perhaps in conjunction with the existing Harmony Gardens. A one-acre park, similar to that proposed in the Vivian School redevelopment in Lakewood, would not provide enough space for a neighborhood of our size. I realize that change is hard, particularly for some residents. But our neighborhood is already set to be significantly impacted by the Lutheran Campus redevelopment. There needs to be a balance going forward that honors the current residents while allowing new future friends to move into the

neighborhood. What I am asking for is that you, as the leaders of our community, remember and honor both the current and the future residents of our neighborhood.

Corey J. Fisher, AIA, NCARB

Submitted Comment on: March 9, 2026, at 4:14 PM via email to Staff

Please do not make the turn Wilmore Davis site into a housing development. We need the open space in the neighborhood. While the proposed "Parks and Recreation Uses at Wilmore Davis" in the RFI is a step in the right direction, the proposed 5.0 acre development opportunity takes up approximately 75% of the site. This will only solidify the green space behind the school as a dog park.

Council and Staff Response – Wilmore Davis and Balsam

Council received an update from City Manager Goff regarding Jefferson County School District's (Jeffco Public Schools) decision to surplus the Wilmore Davis and Kullerstrand properties and the City's participation in the district's municipal-interest process, including issuance of a Request for Interest (RFI) to identify partners to help preserve open space and explore reuse of the school buildings, with no specific redevelopment plans at this time.

Community Development Director Mikulak summarized prior Council direction and planning work, noting that the City Plan and Parks and Recreation Master Plan support preserving field areas at both schools as park space, that Council previously indicated support for purchasing and permanently preserving field portions at Wilmore Davis and Kullerstrand, and that the forthcoming RFI (to be issued with the school district, with an anticipated six-week response period) is intended to identify concepts consistent with City and district goals and will be followed by further public engagement if proposals advance.

City Manager Goff further reported that the 2026 budget includes $2 million toward acquisition and/or development related to these properties, while school district appraisals currently value Wilmore Davis and Kullerstrand together at approximately $7–10 million, and he reiterated Council and staff's shared intent to preserve as much open space as feasible.

In response to a request from Mayor Pro Tem Hultin, Police Chief Murtha provided an update on a recurring nuisance and disorderly-house issue at a residence on Balsam Street, explaining that the Police Department previously conducted an extended enforcement effort at the property that appeared to resolve the problem, that similar concerns have recently resurfaced, and that the current case has been reassigned as a

priority to the supervisor over the Crime Prevention Office, who is coordinating renewed information-gathering, neighborhood outreach, and enforcement efforts under the City's disorderly-house tools.

Chief Murtha noted that staff are again engaging nearby residents (including outreach by Chief Kellogg), that some operational details cannot be shared publicly at this stage, and that the Police Department will keep Council and affected neighbors apprised as the matter progresses.

Mayor Pro Tem Hultin thanked staff for their efforts and requested ongoing updates to Council and residents regarding the Balsam Street case.

Following the update and public comments, the Mayor thanked everyone for attending and announced that Council would proceed to the regular agenda, beginning with the Consent Agenda.

1. CONSENT AGENDA

a. Resolution No. 15-2026 – a resolution amending the Fiscal Year 2026 budget to reflect the approval of a supplemental budget appropriation for the re-appropriation and re-encumbrance of 2025 Fiscal Year encumbered funds in the amount of $5,374,077.75

ISSUE:

There is one remaining open purchase order from the 2025 budget that will be carried over to the 2026 budget. The remaining purchase order is associated with the Wadsworth Improvement Project. The funds which were encumbered for this purchase order was transferred to the unreserved fund balance of the Capital Improvements Program (CIP) Fund when the purchase order was closed. To close out this project in 2026, a supplemental budget appropriation in the amount of $5,374,077.75 is necessary to allow transfer of these funds into the Wadsworth Improvement Project budget line item in the 2026 CIP Budget.

b. Resolution No. 16-2026 – a resolution amending the 2026 General Fund Budget to reflect the approval of a supplemental budget appropriation in the amount of$99,000 to accept a grant from the Colorado Auto Theft Task Authority (CATPA).

ISSUE:
The City was recently awarded a grant by the Colorado Auto Theft Task Force through the funding authorization of the Colorado Auto Theft Prevention Authority (CATPA) for the purchase of a new covert vehicle to be equipped with license plate reading technology. The award provides $70,000 for the vehicle and $29,000 for the purchase and installation of a mobile license plate reader. The

total cost of the award is $99,000 and is a fully reimbursable award provided the vehicle and equipment are purchased prior to June 30, 2026.

c. Motion awarding a contract to Jalisco International, Inc in the amount of $3,278,285 for the Wadsworth Boulevard Path project

ISSUE:

Four bids were received in response to the city's Invitation for Bids to complete the Wadsworth Boulevard Path project which will add a wide, detached, shared use path on the west side of Wadsworth between 32nd and 35th Avenues. The lowest responsive bidder is Jalisco International, Inc. It is recommended that the city enter into a contract with Jalisco to perform the work for the Wadsworth Boulevard Path project.

Motion: Councilmember Quinn moved to approve items 1a, 1b, and 1c.
Second: Councilmember Ohm
Vote: 8 ayes; 0 nays.
Motion carried.

PUBLIC HEARINGS AND ORDINANCES ON SECOND READING

none

ORDINANCES ON FIRST READING

2. Council Bill No. 05-2026 – an ordinance amending Chapter 26 of the Wheat Ridge Code of Laws supporting compliance with state legislation regarding housing supportive code amendments to remain eligible for state funding opportunities

ISSUE:

The item under consideration is to amend Chapter 26 of the Wheat Ridge Code of Laws to update the review process for qualifying affordable housing projects and to update accessory dwelling unit (ADU) setback requirements for some zone districts to ensure compliance with state regulations, in order to remain eligible for state funding opportunities.

Councilmember Martell read the title and issue into the record.

Motion: Councilmember Martell moved to approve Council Bill No. 05-2026, an ordinance amending Chapter 26 of the Wheat Ridge Code of Laws supporting compliance with state legislation regarding housing supportive code amendments to remain eligible for state funding opportunities, order it published and public hearing set

for March 23, 2026 in City Council Chambers, and if adopted on second reading to take effect 15 days after final publication as required by the charter.
Second: Mayor Pro Tem Hultin
Vote: 8 ayes; 0 nays.
Motion carried.

3. Council Bill No. 06-2026 – an ordinance approving the sale of city-owned real property and in connection therewith, authorizing execution of a purchase and sale agreement.

ISSUE:

The purpose of this action is to request City Council approval for the sale of approximately 0.31 acres of City-owned real property located at 3805 Wadsworth Boulevard to HCA-HealthONE LLC for a purchase price of $422,500. Approval of this ordinance will also authorize the execution of a Purchase and Sale Agreement (PSA) and associated closing documents.

Councilmember Ohm read the title and issue into the record.

Motion: Councilmember Ohm moved to approve Council Bill No. 06-2026, an ordinance approving the sale of City-owned real property and in connection therewith, authorizing execution of a purchase and sale agreement, order it published and public hearing set for March 23, 2026 in City Council Chambers, and if adopted on second reading to take effect 15 days after final publication as required by the charter
Second: Councilmember Snell
Vote: 8 ayes; 0 nays.
Motion carried.

DECISIONS, RESOLUTIONS, AND MOTIONS

4. A motion awarding a contract to Olsson in the amount of $1,652,462 for design services for the 2J Fund Sidewalk Gap project

Mayor Pro Tem Hultin read the title. As staff provided a presentation, the formal reading of the issue was omitted**.**

Public Works Director Kisselman presented an overview of the 2J Next Chapter Bond Fund sidewalk gap project and related bonding, noting that the program prioritizes locations based on proximity to parks and schools, surrounding sidewalk network, minimal utility and right-of-way conflicts, and opportunities to coordinate with maintenance or adjacent capital work. Staff stated that the Parfet/Harland segments and the recently added I-70 frontage road segment can move into design quickly with limited right-of-way needs, while Miller Street and W. 26th Avenue will require more

right-of-way acquisition, and the Dover and Pierce corridors will be the most complex and are expected to proceed in phases. Staff indicated that a pre-design meeting will be held with the consultant, a schedule will be developed and shared with Council and affected residents, and community meetings will be scheduled during design. Staff recommended awarding a professional services contract to Olsson, Inc. in the amount of $1,652,462 for design of the 2J Fund Sidewalk Gap Project.

There was no public comment on this item.

Motion: Mayor Pro Tem Hultin moved to award a contract to Olsson in the amount of $1,652,462 for the 2J Fund Sidewalk Gap Project.

During discussion, Council expressed appreciation that the I-70 Frontage Road segment from Garrison to Holland was added to the scope, stating that this missing sidewalk segment is hazardous and that its inclusion will significantly improve pedestrian safety.

Second: Councilmember Ohm
Vote: 8 ayes; 0 nays
Motion carried.

CITY MANAGER'S MATTERS

The City Manager had no matters to report and deferred to the study session.

CITY ATTORNEY'S MATTERS

No matters were presented.

ELECTED OFFICIALS' MATTERS

Councilmember Okada – No report

Councilmember Larson – Reported that Renewal Wheat Ridge now has 13 members and that he looks forward to serving on the board. He spoke to the Wheat Ridge Optimist Club about topics including the Legacy campus and Wadsworth, and noted the Jeffco Schools Foundation fundraiser raised about $130,000.

Councilmember Wood – Announced the Wheat Ridge Active Transportation Advisory Team (ATAT) meeting on the following evening at 6:00 p.m. at Colorado Plus, describing the group's focus on sidewalks, bicycle routes, and paths. She stated she looks forward to hearing from residents and emphasized the importance of active transportation to Wheat Ridge residents and to herself.

Councilmember Quinn – Announced that he and Councilmember Wood are planning a District 3 meeting on Saturday, April 4, 2026, at a location to be determined in the

district. He thanked International Brotherhood of Electrical Workers (IBEW) members and Xcel Energy contractors for recent utility pole work in his neighborhood

Councilmember Martell – No report

Councilmember Snell – Announced that she and Councilmember Martell will not hold their regular coffee meetings next week due to travel to Washington, D.C., and that they will resume on April 7 at Annie's Pie Café on W. 29th Avenue. She invited residents to attend and reminded drivers to use extra caution with more people walking and biking in good weather.

Councilmember Ohm – Commented on recent beneficial moisture and encouraged residents to water trees but delay lawn watering to conserve water in an expected drought year. He thanked District 2 residents for attending and reiterated support for improving sight triangles at intersections for safety.

Mayor Pro Tem Hultin – Reminded residents about the Wheat Ridge Active Transportation Advisory Team "State of the City" event the following evening at Colorado Plus. She reported on a new monthly "community table" potluck at the Grange, upcoming National League of Cities transportation meetings in Washington, D.C., and advocacy for transportation funding at federal and state levels. She reminded Council that a supermajority is needed at the meeting in two weeks for a city disposition-of-property item and asked members who cannot attend to notify leadership.

Mayor Stites – Reported attending the Jeffco municipal breakfast with several councilmembers and noted Wheat Ridge will host in September. He described attending a ribbon cutting for Keyrenter at 4300 Harlan Street, reading at Stevens Elementary, the PorchLight Family Justice Center fifth-anniversary event, and the Jeffco Schools Foundation Gala. He reminded residents about the Active Transportation event, a town hall with School Board member Michelle Applegate at Wheat Ridge High School, and "Coffee with the Mayor" at the Active Adult Center and encouraged supporting local businesses for St. Patrick's Day.

ADJOURNMENT:

There being no further business to come before Council, Mayor Stites adjourned the March 9, 2026, Regular City Council Meeting at 8:02 p.m.

_____

Rachel Hultin, Mayor Pro Tem

_____

Onorina Z. Maloney, Senior Deputy City Clerk

NOTES

CITY COUNCIL SPECIAL STUDY SESSION
CITY OF WHEAT RIDGE, COLORADO

Hybrid Meeting
Monday, March 9, 2026

The special study session was held both in person and virtually in a hybrid format at 7500 West 29th Avenue, Municipal Building, Council Chambers. Councilmembers and City staff were present in the Council Chambers. Members of the public were able to observe and participate either in person or virtually.

CALL TO ORDER

The Special Study Session was called to order by Mayor Stites on March 9, 2026, at 8:11 PM. The Mayor announced that the purpose of the session was to consider two items: (1) Civic Center Design Process and (2) Civic Center Land Exchange Agreement. No public comment was offered, and the Council proceeded with staff presentations.

ATTENDANCE:

Councilmembers present: Rachel Hultin, Dan Larson, Kathleen Martell, Scott Ohm, Mike Okada, Patrick Quinn, Jenny Snell, and Susan Wood

Also Present: City Manager Patrick Goff, Deputy City Manager Marianne Schilling, City Attorney Gerald Dahl, Community Development Director Lauren Mikulak, and Senior Deputy City Clerk Onorina Maloney.

PUBLIC COMMENT ON AGENDA ITEMS:

In person:
None

Via Zoom:
None

Wheat Ridge Speaks:
None

City Manager Goff introduced an update on the design process for a potential new Civic Center at the Lutheran Legacy Campus, referencing prior Council direction in the Facilities Master Plan and the September 2024 contract with Anderson House Architects to evaluate reuse of portions of the former hospital campus for City Hall and Police facilities.

1. NEW CIVIC CENTER CAMPUS DESIGN PROCESS

Representatives of Anderson House Architects presented an overview of existing campus conditions, prior master planning, space-needs programming, and conceptual design options, explaining the rationale for advancing a “courtyard” alternative that would retain key historic portions of the former sanitarium, add new construction for City Hall and the Police Department, and provide a consolidated civic presence on W. 38th Avenue with secure, below-grade police parking.

The consultants reviewed a preliminary total project cost range (including hard and soft costs and contingencies) based on conservative assumptions and a projected 2028 construction start and outlined anticipated next steps including expanded due diligence on existing conditions, schematic design, and structured community engagement. Councilmembers asked questions and offered comments regarding comparative costs and alternatives, site constraints at the existing City Hall campus, historic preservation, police facility needs (including secure parking and an on-site range), utility and tap considerations, potential future library or “express library” options, energy and sustainability concepts, and the process and timing for community outreach. Staff and consultants responded and described how due-diligence and schematic-design phases will further refine programming, systems, and cost estimates.

Consensus: By general consent, Council supported (1) continuation of design development for the Lutheran Legacy Campus Civic Center concept, including further due diligence and refinement of cost estimates; (2) preparation by staff of a comprehensive financial strategy framework for a potential Civic Center project; and (3) development of a structured public engagement plan regarding the proposed Civic Center, including its location, costs, benefits, and any potential ballot or referendum considerations.

2. CIVIC CENTER LAND EXCHANGE AGREEMENT

The City’s real estate consultant presented an overview of a proposed land-exchange structure between the City and the Lutheran Legacy Campus owner to secure a site for a future Civic Center and to coordinate demolition, utilities, access, and related matters,

including the proposed parcel configuration, anticipated sequence of steps, and legal mechanisms to protect the City's interests prior to any final exchange.
City Attorney Dahl summarized key legal protections and closing preconditions built into the conceptual framework, including required approvals of plats and site plans, financing, conditions relating to the existing Civic Center property, and recognition of potential referendum rights, emphasizing that the structure is intended to prevent either party from becoming obligated before critical conditions are satisfied.
Councilmembers discussed the status and potential future use of the existing Civic Center property, implications for park and open space and Jefferson County Open Space restrictions, utility and tap issues, timing of demolition and temporary protections for historic structures, and how the land exchange would interact with public process and any future voter approval related to project financing or property disposition. Staff and consultants responded, noting that the framework remains conceptual, further negotiation and legal review will occur, and any required public hearings or elections will be conducted in accordance with law.

Consensus: By general consent, Council supported staff and the consulting team continuing to refine the land-exchange framework and associated agreements, conduct additional due diligence, and prepare documents, with the understanding that any final land-exchange agreement will return to Council for formal consideration at a future meeting.

Financing and Public Engagement – Informational Overview
Advisors provided a high-level informational overview of potential financing tools for a future Civic Center project, including possible combinations of sales tax, property tax (mill levy), use tax, existing revenue sources, grants, and other external funding or partnership opportunities, and emphasized that any specific financing package would require further analysis and that voter approval would be necessary for certain tax-based options.

Council discussed generally how to communicate project costs, benefits, and trade-offs to residents and how to structure community engagement so that the public has clear information about the project, alternatives, and any ballot measures that might be considered. Staff noted that detailed financial modeling and a public engagement plan will be developed consistent with the consensus direction provided.

ADJOURNMENT

Mayor Stites adjourned the March 9, 2026, Special Study Session, at 9:33 PM.

_____
Rachel Hultin, Mayor Pro Tem

_____
Onorina Z. Maloney, Senior Deputy City Clerk

WHEAT RIDGE, CO



EST. 1969

PROCLAMATION
National Donate Life Month

WHEREAS, April 2026 marks the 23rd National Donate Life Month, a time to raise awareness of organ, eye, and tissue donation, encourage Americans to register as donors, and honor those who have saved and healed lives through the gift of donation; and

WHEREAS, Colorado has been a leader in the nation with nearly 900 thousand Coloradans registering to be organ, eye, and tissue donors at the DMV, a decision that reflects deep commitment to one another and confirms that there is good in all of us; and

WHEREAS, Donor Alliance, along with their community partners on the Colorado State team, educates residents in Colorado on the lifesaving benefits of organ and tissue donation, inspires them to register as donors, and encourages them to share their decision with their family; and

WHEREAS, one donor can save up to eight lives through organ donation, restore sight in up to two people through cornea transplants, and save and heal more than 75 lives through tissue donation; and

WHEREAS, in Colorado, heroic organ donors provided thousands of lifesaving transplants while others provided tissue donations that saved and healed more than 140,000 lives; and

WHEREAS, the Denver Transplant Games will bring together the “largest celebration of life” June 18-23, 2026, to celebrate donors, recipients, families and caregivers to educate and inspire others about organ donation, transplantation, and wellness; and

WHEREAS, throughout the month of April, we honor the selfless donors who generously give life to others and celebrate the recipients who receive health and healing.

NOW, THEREFORE, BE IT RESOLVED that I, Mayor Korey Stites and the City Council of Wheat Ridge, Colorado do hereby proclaim the month of April 2026, as **National Donate Life Month**.

IN WITNESS THEREOF on this 23rd day of March 2026.

Onorina Maloney, Sr. Deputy City Clerk

Korey Stites, Mayor

ITEM NUMBER: 1a
DATE: March 23, 2026

REQUEST FOR CITY COUNCIL ACTION

RESOLUTION NO. 17-2026

TITLE: A RESOLUTION AMENDING THE 2026 GENERAL FUND BUDGET TO REFLECT THE APPROVAL OF A SUPPLEMENTAL BUDGET APPROPRIATION IN THE AMOUNT OF $228,237 TO ACCEPT A GRANT FROM THE COLORADO STATE INTERNET PORTAL AUTHORITY

☐PUBLIC HEARING
☐BIDS/MOTIONS
☒RESOLUTIONS
☐ORDINANCES FOR 1st READING
☐ORDINANCES FOR 2nd READING

QUASI-JUDICIAL ☐YES ☒NO

ISSUE:

The City was recently awarded a grant by the Colorado State Internet Portal Authority (SIPA) for the purchase of a new municipal court management system. The award provides $228,237 for the initial implementation costs and for one year of services.

PRIOR ACTION:

Over the course of the last four years, the City selected five systems to drive efficiency and modernize business practices across the enterprise. Regular updates have been provided to Council during study sessions, budget presentations and the City Manager's quarterly updates. The municipal court management system is the final system to implement.

FINANCIAL IMPACT:

This grant will cover the initial one-time implementation costs of $149,669 in addition to the first-year service cost of $78,568, totaling $228,237. The annual service costs will remain the same for the first five years and will be increased by 5% in the following years.

BACKGROUND:

The City of Wheat Ridge is in the process of modernizing several legacy systems

that support core municipal operations. The Municipal Court Management System currently in use is outdated and presents limitations related to functionality, integration capabilities, and long-term support.

Replacing the system will improve case management workflows, enhance reporting capabilities, support digital services for residents, and strengthen system security and reliability. Utilizing the Colorado State Internet Portal Authority (SIPA) grant funding allows the City to accelerate this modernization effort while minimizing financial impact to the City's budget.

SIPA provides technology modernization grants to local governments through its Technology Accessibility Program. These grants are intended to help municipalities upgrade resident-facing systems, improve digital services, and enhance operational efficiency.

The City was awarded a total of $327,461 in funding through SIPA for implementation of both the City's Human Resources Information System (HRIS) as well as the Municipal Court Management System. In 2025, the City successfully implemented a portion of the award to support the City's HRIS replacement project. The remaining portion of the grant funding of $228,237 is now being applied to the Municipal Court Management System replacement.

RECOMMENDATIONS:

Staff recommend approval of this budget supplemental request.

RECOMMENDED MOTION:

"I move to approve Resolution No. 17-2026, a resolution amending the 2026 General Fund Budget to reflect the approval of a supplemental budget appropriation in the amount of $228,237 to accept a grant from the Colorado State Internet Portal Authority."

Or,

"I move to postpone indefinitely Resolution No. 17-2026, a resolution amending the 2026 General Fund Budget to reflect the approval of a supplemental budget appropriation in the amount of $228,237 to accept a grant from the Colorado State Internet Portal Authority, for the following reasons:"

REPORT PREPARED/REVIEWED BY:

Jesse Dubin, IT Manager
Marianne Schilling, Deputy City Manager
Patrick Goff, City Manager

ATTACHMENTS:

1. Resolution 17-2026
2. SIPA GovGrants Grant Agreement
3. Tyler Municipal Justice SOW

CITY OF WHEAT RIDGE, COLORADO

RESOLUTION NO. 17

SERIES OF 2026

TITLE: A RESOLUTION AMENDING THE 2026 GENERAL FUND BUDGET TO REFLECT THE APPROVAL OF A SUPPLEMENTAL BUDGET APPROPRIATION IN THE AMOUNT OF $228,237 TO ACCEPT A GRANT FROM THE COLORADO STATE INTERNET PORTAL AUTHORITY

WHEREAS, the City of Wheat Ridge is a participating member of the Colorado State Internet Portal Authority (SIPA); and

WHEREAS, the City has been awarded grant funding from SIPA in the amount of $228,237 to support modernization of municipal court technology; and

WHEREAS, the City intends to utilize these funds to support the replacement of the Municipal Court Management System, which will improve operational efficiency, security, and service delivery for the Municipal Court and the public; and

WHEREAS, acceptance of the grant requires a supplemental budget appropriation in the amount of $228,237 in the 2026 General Fund budget to recognize both the expenditure and corresponding reimbursement revenue.

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

Section 1. The 2026 General Fund Budget is hereby amended to reflect a supplemental budget appropriation in the amount of $228,237 from General Fund undesignated reserves to account No. 100-70776-117 for the expenditure and corresponding grant reimbursement revenue.

DONE AND RESOLVED this 23rd day of March 2026

ATTACHMENT 1

[SEAL]

Korey Stites, Mayor

ATTEST:

Janeece Hoppe, City Clerk

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SIPA GovGrants Program

GRANT AGREEMENT BETWEEN THE COLORADO STATEWIDE INTERNET PORTAL AUTHORITY AND CITY OF WHEAT RIDGE

This Grant Agreement ("Agreement") is by and between the Colorado Statewide Internet Portal Authority ("SIPA"), and **City of Wheat Ridge** ("Grantee").

I. BACKGROUND AND PURPOSE

A. SIPA's mission under its authorizing statute includes facilitating Electronic Information, Products, and Services ("EIPS"). *See* C.R.S. § 24-37.7-101(3).

B. SIPA supports the expansion and improvement of the delivery of EIPS to the public throughout Colorado. C.R.S. §§ 24-37.7-105(1)(b), (h), and (i).

C. SIPA created the SIPA GovGrants Program ("GovGrants" or the "Program") to provide funding and technical assistance to eligible government entity recipients in Colorado to pursue innovative technology projects. The Program is governed by the SIPA GovGrants Program Manual.

D. Grantee has an active Eligible Government Entity Agreement with SIPA and is eligible to receive funds under the Program. Grantee was awarded a grant for the amount of **$327,461.00** ("Grant Funds") to be used for the purposes described in Grantee's proposal for **HRIS and Courts Management Solutions** (the "Project").

II. AGREEMENT

A. Grant: SIPA will provide the Grant Funds to Grantee in the amount and according to the schedule in the Grant Plan, attached as Exhibit A to this Agreement. SIPA, in its sole discretion, may withhold any payment or modify the payment schedule based on Grantee's compliance with this Agreement or the completion or satisfaction of any milestones or conditions in the Grant Plan.

B. Scope of Work: Grantee shall use the Grant Funds and any income earned on the Grant Funds in accordance with this Agreement, including all exhibits that may be attached to this Agreement, and for the purposes described in Grantee's GovGrants Application, attached as Exhibit B to this Agreement. Grantee may not make any material changes to Grantee's use of the Grant Funds without the prior written consent of SIPA, to be memorialized in an updated Grant Plan.

C. Term: Grantee shall expend all Grant Funds in accordance with the Grant Plan. No later than ten business days following the termination or expiration of this Agreement,

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Grantee shall return to SIPA any Grant Funds released to Grantee by SIPA and not expended for the purposes of the Project.

D. Reporting: Grantee shall provide SIPA with narrative and financial reports no less than quarterly. Financial reports must detail Grantee's expenditure of Grant Funds, including the recipient and purpose of each expenditure. Narrative reports must include a summary of the project status, the benefits realized, and the obstacles encountered, as well as the status of all metrics identified for the Project as part of the Grant Plan. Grantee shall provide SIPA with copies of any external marketing or publicity communications, such as press releases, social media posts, newsletters, website content, etc., related to the Grant or the Project. Grantee shall ensure that appropriate Grantee personnel are available for meetings as reasonably requested by SIPA and that Grantee personnel respond promptly to communications from SIPA regarding the Grant or the Project.

E. Records and Audit: Grantee shall maintain records that provide a complete audit trail of Grant Funds received and expended, and Grantee shall cooperate and participate in any audit of the Grant Funds conducted under the authority of SIPA or other duly authorized body. Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant or the Project for a period of three years following the completion of the Scope of Work. Grantee shall permit SIPA, its designee, or a duly authorized body, to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless SIPA determines that an audit or inspection is required without notice at a different time to protect the interests of SIPA. If any audit is performed that relates to Grantee's expenditure of Grant Funds, Grantee will provide SIPA a copy of such audit within 14 days after any such audit becomes final.

F. Authorized Documentation and Communications: Grantee authorizes SIPA to observe, record, photograph, or otherwise document activities related to the Grant Funds or the Project, provided that SIPA gives Grantee reasonable advance notice. Grantee authorizes SIPA to collect, analyze, and share any information or documentation collected from SIPA observations or other sources. Grantee authorizes SIPA to use Grantee's name, logo, or other brand elements, as well as any photographs or other documentation, in SIPA's communications or promotional activities regarding the Grant or the Program. SIPA shall use reasonable care to avoid publicizing any confidential or otherwise sensitive information relating to Grantee, the Grant Funds, or the Project. Grantee shall acknowledge SIPA and the Program in all public communications regarding the Grant or the Project.

G. Impermissible Activities: Grantee shall not engage in any business or activities, or maintain any relationships, that conflict in any way with the full performance of the obligations of Grantee under this Agreement. Grantee will not use any Grant Funds to participate or intervene in any political campaign or in relation to any candidate for public office. Grantee shall not use any Grant Funds in a way that would result in improper private inurement or private benefit, or that would otherwise violate any applicable law or public policy.

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H. Grantee Authority and Acknowledgement of No Liability of SIPA:

1. **Authority**: Grantee represents and warrants that it has all necessary approvals and authority to accept and expend the Grant Funds. Grantee acknowledges that it is solely responsible for ensuring that its expenditure of Grant Funds is authorized and legal, that it is using the Grant Funds in a legal manner and compliant with the terms of this Agreement, and that SIPA shall have no liability concerning Grantee's acceptance and use of the Grant Funds. Grantee shall not hold itself out as an agent or representative of SIPA, or purport to speak or act on behalf of SIPA. SIPA assumes no liability for any of Grantee's activities using the Grant Funds, including any Project expenses, expenses related to Grantee's employees, or performance or payment under any third-party contract entered into by Grantee. SIPA and Grantee are acting as independent contracting parties, and no partnership, joint venture, fiduciary, or other similar relationship is created under this Agreement.

2. **Responsibility for Incident Response**: If any incident arises that threatens Grantee's ability to use Grant Funds in compliance with this Agreement, Grantee shall be solely responsible for the resolution of such incident, including all costs associated with such incident response. Grantee shall notify SIPA within two business days of Grantee becoming aware of any such incident having occurred or being likely to occur.

I. Governmental Immunity: Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, C.R.S. § 24-30-1501, et seq. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

J. Insurance: Grantee shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., and upon request, shall provide SIPA with evidence of such insurance. Grantee shall ensure that all contractors or vendors performing any portion of the Scope of Work or receiving any amount of the Grant Funds maintain all insurance customary for the industry in which such third-party operates, or as required by SIPA or the Governmental Immunity Act. SIPA does not provide any insurance coverage of any kind to Grantee under the terms of this Agreement.

K. Remedies: If Grantee fails to comply with any term or condition of this Agreement, SIPA may terminate some or all of the award of Grant Funds and require Grantee to repay all or any portion of the Grant Funds to SIPA. SIPA may also terminate this Agreement and any award of Grant Funds at any time if SIPA has determined, in its sole discretion, that Grantee has used any Grant Funds for an impermissible purpose, has ceased performing the work promised under Exhibit A without intent to resume performance, or has otherwise had a material change in circumstances that would reasonably be expected to

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impact the Project. Any termination of this Agreement or any amount due to be repaid to SIPA by Grantee under this paragraph will be effective upon SIPA's delivery of a written notice of the same to Grantee.

L. Dispute Resolution: In the event of disputes concerning this Agreement, the Parties will first seek to resolve them at the level of SIPA's Executive Director and the executive director or chief executive officer of Grantee. If the issue cannot be resolved at that level, Grantee may pursue resolution with SIPA's Board of Directors. SIPA's Board of Directors' decision on the issue shall be final and unappealable.

M. Notices: Grantee's principal representative for receiving notices will be the individual identified in the Grant Plan. Either party may change its representative by providing written notice to the other party. An amendment to this Agreement will be required to change a party's representative. Notices to SIPA shall be as follows:

Statewide Internet Portal Authority
Attn: SIPA GovGrants Program
950 South Cherry Street, Suite 900
Denver, CO 80246
GovGrants@cosipa.gov

III. General Provisions

A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of SIPA. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by SIPA shall be subject to the provisions of this Agreement.

B. Entire Understanding: This Agreement represents the complete integration of all understandings between the Parties related to the Scope of Work, and all prior representations and understandings related to the Scope of Work, oral or written, are merged into this Agreement.

C. Modification: The Parties may agree to modification of the terms and conditions of this Agreement in a formal amendment, properly executed and approved.

D. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Agreement in accordance with the intent of the Agreement.

E. Survival of Certain Terms: Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of the Agreement shall survive the termination or expiration and shall be enforceable by the other Party.

F. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described above, this Agreement and the corresponding award of Grant Funds does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this

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Agreement or the award of Grant Funds are incidental, and do not create any rights for such third parties.

G. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

H. Governing Law and Venue: The laws of the State of Colorado (except Colorado laws related to choice of law or conflict of law) and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Agreement. Any legal action related to this Agreement shall be brought in either a state or federal court within the City and County of Denver, Colorado.

IV. SIGNATURES

Each person signing below represents and warrants that the signer is duly authorized to execute this Agreement and bind each Party authorizing such signature.

Grantee:

DocuSigned by:
Patrick Goff
74AD13EF23AF47B...

By: Patrick Goff

City Manager

Date: January 6, 2025

Colorado Statewide Internet Portal Authority:

DocuSigned by:
Ajay Bagal
B5FEB5D277A84E2...

Ajay Bagal

Executive Director

Date: January 6, 2025

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Exhibit A to SIPA GovGrants Grant Agreement:

Grant Plan

1. Grantee's Principal Representative:

Jesse Dubin
IT Manager
City of Wheat Ridge
(303) 235-2824
JDubin@ci.wheatridge.co.us

2. Maximum Grant Amount:

The maximum amount payable by SIPA to Grantee under this Grant Agreement is **$327,461.00**.

3. Grant Term:

The term of this Grant Agreement is **two calendar years**, beginning on the date of execution and terminating on the same month and day of 2026.

4. Funding Disbursement Schedule:

Disbursement of Grant Funds will be made on a reimbursement basis. Grantee will submit all contractor invoices and documentation of payment as part of Grantee's required reports to SIPA. Within 30 days of SIPA's acceptance of Grantee's report, SIPA will disburse Grant Funds to the Grantee to reimburse all approved expenses. Grant Funds will be disbursed using the payment method selected by Grantee.

SIPA will make grant disbursements in the amounts and on the schedule indicated below, unless modified to reflect any expense reconciliation as required by Grantee's financial reports.

Expected Disbursements:

- Q4 2024: $32,000.00

This Agreement will be amended no later than the end of Q1 2025 to reflect additional disbursements following SIPA's approval of Grantee's project plan and budget associated with the Courts Management System. Grantee understands and agrees that implementation of the Courts Management System is a material component of the Grant Project.

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5. Scope of Work:

Grantee will replace legacy Courts Management and Human Resource Information systems with more modern software-as-a-service alternatives. The details of the project scope are included as Exhibit B to the Grant Agreement.

Grantee acknowledges that Grantee was solely responsible for the process of identifying and selecting appropriate contractors for the purposes of the Project and for defining the scope and activities related to the Project. Grantee will be responsible for all contractor management associated with the Grant Project.

6. Key Performance Indicators:

HRIS:

KPI	Description
1	
2	
3	

Courts Management:

KPI	Description
1	Reduction in case processing times
2	Reduction in failure to appear rates
3	Increase in court record accuracy
4	Increase in online access to court data and records

Grantee will establish baseline data for all KPIs no later than Q1 2025. Grantee will establish targets for each KPI no later than Q2 2025. This Grant Plan will be modified to include the specific targets for change from the baseline data upon SIPA's approval of the KPI targets provided by Grantee.

7. Required Reporting:

Grantee will provide financial and narrative reports to SIPA on a quarterly basis through the SIPA Grant Portal. SIPA will provision Grantee with one user account for the portal. The user account must be for a designated individual, and Grantee may not share credentials or otherwise grant access to the SIPA Grant Portal to anyone other than the designated reporting account holder.

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Grantee reports should also include all supporting documentation for expenses incurred during the reporting period. To the extent feasible, Grantee reports should include copies of all public communications regarding the Project or the Grant.

Reporting Due Dates:

- Q1 2025: February 7, 2025
- Q2 2025: May 2, 2025
- Q3 2025: August 8, 2025
- Q4 2025: November 7, 2025
- Q1 2026: February 6, 2026
- Q2 2026: May 8, 2026
- Q3 2026: August 7, 2026
- Q4 2026: November 6, 2026

SIPA, within its sole discretion, may cancel any reporting requirement listed above. Specifically, SIPA may cancel all subsequent reporting requirements upon a determination by SIPA that the project is complete, Grantee has completed all required reporting to date, all disbursed funding has been paid for approved project expenses or has been returned to SIPA, and Grantee has provided sufficient data regarding the project KPIs to assess project outcomes.

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City of Wheat Ridge
INFORMATION TECHNOLOGY

Exhibit B - Proposal

City of Wheat Ridge Municipal Building 7500 W. 29th Ave. Wheat Ridge, CO 80033-8001
P: 303.234.5900 F: 303.234.5924

Applicant Information:

Organization/Government Entity:	**City of Wheat Ridge**
Government Type:	Local/Municipal
Submitter Name:	**Jesse Dubin**
Submitter Title:	**IT Manager**
Submitter Email Address:	**jdubin@ci.wheatridge.co.us**

Section 1: Eligibility

1.1. Is your organization a Colorado government entity eligible to work with SIPA?

Response (dropdown): Yes (Select Gov Type Above)

Additional information: *Municipal and County Government*

1.2. Does your organization have an active Eligible Government Entity (EGE) agreement with SIPA or do you need to execute one as part of applying for SIPA GovGrants?

For any questions or to inquire about the status of your organization's SIPA EGE Agreement, please contact sipa@cosipa.gov.

Response (dropdown): **Yes, we have an active EGE Agreement with SIPA**

Additional information:

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Section 2: Proposal Narrative

2.1. What is your problem statement? What is the problem you are trying to solve for the Coloradans that you serve?

Response:

The Wheat Ridge Municipal Court handles approximately 3,000 cases annually, but our current processes are significantly outdated and inefficient. We rely heavily on manual tracking, various Excel spreadsheets, and paper forms. The legacy Court Management System (CMS) is cumbersome for court customers and staff, with important milestones such as due dates that are not easily viewable or automatically updated as cases progress. Resolving a court case easily is critical to many of our residents' livelihood and well-being, making these inefficiencies unacceptable.

Currently, our systems lack the transparency and ease of use required to ensure that residents of all backgrounds can navigate court processes conveniently and efficiently. This gap prevents many from resolving their cases swiftly and moving forward with their lives. Addressing these issues is crucial for enhancing both public service quality and employee effectiveness.

The effectiveness of our employees is also significantly hindered by our legacy Human Resource Information System (HRIS), known as ADG. This outdated system affects every City process, from recruitment to learning management, as well as overall employee satisfaction. Our goal is to enhance the HRIS to improve daily operations through better training content, an improved performance review system, better and more useful HR data, and a streamlined employee onboarding process. Additionally, the updated HRIS will feature an improved recruiting tool that seamlessly connects to multiple third-party job hosting sites. Once a candidate is hired, their information will automatically transfer into the onboarding tool, streamlining the process. These new automations will reduce manual tasks and enhance the employee experience, leading to increased retention rates. This improved retention will strengthen our internal teams and improve a major touchpoint with our community.

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2.2. What is your proposed solution to the problem? How will you use technology to address the problem?

Response:

The proposed solution is two-fold:

1. **Implement a Modern SaaS Solution**: Replace the existing legacy Court Management System (CMS) with Tyler's Municipal Justice system and our HRIS / HCM system with Paycom.
2. **Improve Processes**: Reduce redundancy, automate tasks, and enhance transparency across all business areas.

From 2021-2023, the City of Wheat Ridge undertook a comprehensive needs assessment and RFP process to identify and procure modern technological solutions for various enterprise functions, including court case management, finance, human resources, building permitting, and tax and licensing. After evaluating multiple options, the city selected five best-in-class systems to meet community needs and chose Tyler's Municipal Justice system to replace the current legacy CMS, and Paycom to replace the current legacy HRIS. To ensure successful implementation, the city also hired an IT project manager to oversee the project.

The overall expense for the entire initiative, encompassing one year of SaaS and implementation costs, exceeds $1 million, representing a significant investment for the city.

Our approach to this modernization includes the following strategic enhancements:

1. **Enhanced Integration**: We will integrate functional area modules within a unified solution, ensuring seamless connectivity with other existing systems. This integration will minimize manual tracking, data entry, and reconciliation, streamlining processes and providing more accurate and timely information. Leveraging advanced information technology, we aim to enhance decision-making and deliver superior services to the community.
2. **Improved Automation and Operational Efficiency**: By simplifying system usage and incorporating elements such as permitting and licensing, we will create a more user-friendly environment. This will enable employees to work more efficiently, reduce task complexity, and increase overall productivity.
3. **Elimination of Redundancy**: These new systems will eliminate redundant and unnecessary tasks within our operations. This will free up valuable time and resources, allowing employees to focus on other critical aspects of their roles and deliver higher quality service.
4. **Intuitive Systems**: We aim to develop user-friendly systems to enhance our internal user experience. These newer SaaS systems will facilitate easier access to necessary information and abilities, improving overall satisfaction and service delivery for both internal and external users.

Through these strategic enhancements, we are committed to modernizing our technological infrastructure, improving court system efficiency, boosting employee satisfaction, and ultimately providing better service to our community.

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2.3. Who will benefit from your proposal? Who is the intended audience or beneficiary?

Response:

The implementation of a modern Court Management System (CMS) and Human Resource Information System (HRIS) will offer substantial benefits to residents, city employees, and the broader Wheat Ridge community.

Tyler's Municipal Justice System revolutionizes court operations by providing automated notifications for court dates, appointments, warrants, and unpaid citations to defendants via phone calls, text messages, and emails. Currently, court date reminders are manually sent out the day before court. Tyler's automated system will align with the practices of the State of Colorado and Jefferson County, offering a series of reminders and enhancing the accuracy of defendant contact information collection.

In cases where defendants fail to appear, Tyler's system automates warrant notifications. Coupled with the Court's weekly "walk-in" warrant clearing sessions, this ensures defendants can resolve warrants without incarceration. Furthermore, Tyler enables the public access to general case information online, benefiting defendants, attorneys, victims, and other stakeholders. This initiative enhances transparency while reducing the call volume for court staff.

As the Court introduces innovative programs to better serve specific defendant populations, such as those experiencing homelessness, a modern court management system facilitates community-based court sessions. This shift from courthouse to community settings lowers barriers for homeless defendants attending court. Currently, the Court's offsite "Community Court" program faces challenges due to the limitations of the existing CMS and reliance on a paper filing system.

Probation staff will experience significant benefits from enhanced case management capabilities, eliminating the reliance on manually-updated Excel spreadsheets that do not integrate with the current CMS. This upgrade will vastly improve efficiency and effectiveness in delivering accurate and up-to-date case information to defendants and other stakeholders.

As the State of Colorado explores methods to enhance data-sharing between municipal and state courts under HB23-1132, a modernized CMS will position the Court to collaborate more seamlessly across different court levels. This readiness is crucial as the demand for data-sharing grows. Additionally, with Jefferson County Public Schools intensifying efforts to divert students from the criminal justice system, the current CMS's limited data-sharing capacity hinders the Court's ability to share relevant information. Enhanced data collection capabilities through modernization will foster collaboration with community partners, enabling the development of processes that enhance outcomes for juvenile defendants.

Benefits for City Employees:

- **Streamlined Operations**: A modern CMS will significantly reduce the time that court and police department staff spend on manual data entry and processing subpoenas, enhancing overall efficiency and productivity.

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- **Improved Accuracy**: Automation will minimize errors associated with manual data entry, leading to more accurate and reliable records.

- **Enhanced HR Processes**: Upgrading the HRIS will improve recruitment, training, and performance management processes for all city employees, including those in the Court and Police Departments.

- **Increased Job Satisfaction**: The modern HRIS will facilitate better delivery of training content and a more effective annual performance review system, enabling supervisors to provide essential feedback and support. This will boost employee morale and job satisfaction.

Benefits for the Community:

- **Better User Experience**: A modern CMS will streamline court processes, making it easier for the approximately 3,000 annual court customers—over 9% of the city's population—to track case progress, view important milestones like due dates, and receive timely updates.

- **Improved Accessibility**: The new system will be user-friendly and accessible, ensuring that residents from all backgrounds can navigate court procedures with ease and confidence.

- **Enhanced Public Service**: The efficiency gains from modernized systems will allow city staff to focus more on serving the community, improving the quality and responsiveness of municipal services.

- **Greater Transparency**: The upgraded CMS and HRIS systems will enable better data management and more transparent operations, fostering trust and collaboration within the Colorado justice community.

- **Equity:** Approximately 14.9% of defendants are Persons Experiencing Homelessness (PEH). Defendants appearing in custody by being transported to Court or appearing via video hearing were 15% of the overall scheduled court matters in the 2023 calendar year.

By implementing these modern systems, Wheat Ridge will enhance efficiency, accuracy, and user experience for both city employees and community members. This initiative will result in a more effective and responsive municipal government, better serving the needs of our entire community.

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2.4. What outcomes will be achieved if your proposed solution is implemented? Do you have evidence to support that the outcomes are likely to occur?

Response:

Our journey towards modernizing the Wheat Ridge Municipal Court and Human Resource Information Systems is built upon a thorough needs assessment that identified several critical outcomes essential for enhancing service delivery and operational efficiency.

Customer Interface Enhancements:

The envisioned improvements focus on creating a transparent and user-friendly customer interface. This includes ensuring clear due dates and integrating functionalities for text, email, and telephone notifications and reminders regarding court cases. Additionally, an integrated document management feature will ensure that electronic records are readily accessible and linked directly to their respective cases. These enhancements aim to streamline the customer experience and facilitate easier navigation of court procedures.

Operational Efficiency:

Efforts to integrate our systems with other municipal functions are geared towards reducing manual and redundant processes. By linking our systems with financial and record-keeping platforms, we aim to minimize the need for manual tracking of payments and data entry. This integration will also enable better analytics and reporting capabilities, allowing for quicker responses to information requests and improving overall operational transparency.

Financial Process Improvements:

One of the tangible benefits of our modernization efforts lies in streamlined payment processes. Transitioning from manual fee and fine processing to electronic methods will significantly expedite transaction confirmations from payment providers. By capturing real-time payments, this improvement is expected to cut processing times by more than half, enhancing efficiency and providing greater security for both community members making payments and our internal financial systems.

Case Study Insights:

Drawing insights from comparable municipalities that have already implemented similar modernization initiatives – Littleton, CO and Longmont, CO – we find compelling evidence of success. These municipalities have reported substantial gains in operational efficiency, reduced administrative burdens, and heightened customer satisfaction. Such successes underscore the transformative impact of modern court and HRIS systems on municipal operations and service delivery.

By embarking on this modernization journey, Wheat Ridge aims to not only meet but exceed community expectations for service excellence and operational effectiveness. The evidence from our needs assessment and insights from successful case studies provide a robust foundation for our commitment to enhancing service delivery, operational efficiency, and security across our community.

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Accessibility

Our current system is not compliant with accessibility standards or HB 21-1110. Moving to a SaaS platform will improve our accessibility and allow us to provide better service to members of our community who have disabilities.

Cybersecurity

Our city's current Information Technology division is limited in their ability to administer our systems. By upgrading to a modern SaaS system, we can significantly enhance our cybersecurity prevention efforts and have more confidence in our ongoing data integrity. Modern SaaS solutions offer robust security features, including real-time threat detection, automated updates, and advanced encryption. These improvements will not only protect sensitive information but also ensure compliance with the latest security standards, ultimately safeguarding our data and providing peace of mind to our employees and community.

2.5. What are your proposed measures of success? How will you measure if the project/program is successful?

No more than 3 measures will typically be sufficient. In order to be used as a success measure, the proposed measure must be quantitatively measurable in some way and you must have or be prepared to get a baseline measurement against which to measure change caused by the proposed solution.

Response:

1. **Reduction in Processing Times**: Quantify the reduction in processing times for court cases and administrative tasks. Compare average processing times before and after system implementation to demonstrate efficiency gains.

2. **Accuracy of Court Records**: To evaluate the accuracy of court records, monitor the decrease in errors and discrepancies over time. Utilize a percentage-based metric to measure enhancements in data precision and dependability. Additionally, we aim to diminish the failure to appear (FTA) rate. In 2023, the FTA rate for arraignments, pre-trials, and trials stood at 28.9%. Implementing automatic reminder calls, texts, and emails one week, one day, and on the day of the event should facilitate a reduction in this rate.

3. **System Accessibility Metrics**: Monitor metrics related to system accessibility, such as the average response time for accessing court records or HR information. Strive for quicker access times and track ongoing improvements. Additionally, we aim to enhance online access to information. Currently, 65% of eligible court cases are paid online. We also seek to improve access and transparency by increasing the number of interactions with court data

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2.6. What is your planned approach for implementation of the proposed solution? How do you plan to support a successful implementation? Will you work with a supplier or use existing in-house resources?

Response:

The city hired a full-time IT Project Manager to oversee the implementation of the chosen systems, including the CMS. To ensure the project stays on track and meets its milestones, two internal committees have been established.

The Executive Committee, composed of the executive sponsor, project manager, and subject matter experts for each system, oversees the overall direction and progress of our modernization efforts. Concurrently, the Change Management Committee, which includes representatives from each functional area and support staff such as communications specialists, ensures that process improvements are effectively implemented.

In leveraging the Change Management Committee, we are also implementing new approaches to training delivery across the city. This includes utilizing our IT Ticketing system to host knowledge-based articles that support the new systems, as well as integrating these resources into the Learning Management System (LMS) of the new HRIS. These efforts aim to facilitate seamless adoption and proficiency with the updated systems throughout the organization.

2.7. What is the current status of any procurement activity required by your proposal? Have you already selected any required suppliers, and if so what procurement methodology did you use? If you have not made those selections, what is your anticipated procurement strategy and timeline?

Response:

The City is currently in contract negotiations with Tyler Technologies and expects to present the finalized contract to the City Council for approval in late 2024 or early 2025. This follows a comprehensive procurement process that began with a Request for Information (RFI) issued in April 2022, followed by a Request for Proposals (RFP) for all systems in July 2022. The contract for the Court Management System (CMS) is anticipated to be awarded to Tyler Technologies – Municipal Justice Powered by Incode. Implementation of the CMS is scheduled to commence in June 2025.

Simultaneously, the HRIS underwent a thorough needs assessment and budget evaluation process to ensure it incorporates all essential features of a Human Capital Management (HCM) system. This includes enhancements in recruiting, HR data management, and the implementation of a fully functional Learning Management System (LMS) module. Pending City Council approval by the end of 2024, implementation of the HRIS is expected to commence in early 2025.

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2.8. What is the anticipated schedule and implementation timeline for your proposal? What are the necessary steps or project phases that will be needed?



Response:

Please refer to the attached project schedule timeline outlining our systems' implementation over the next 1.5 years.

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Section 3: Team Composition

For each of the roles below, please provide at least the full name, title, and email address for the individual who would fill that role for your proposal. Additionally, you may provide some details about each individual and the function they would play on your proposed team.

3.1. Executive Sponsor

Name: Allison Scheck

Title: Deputy City Manager

Email Address: ascheck@ci.wheatridge.co.us

Team Role/Function Description: Executive sponsor of the entire project, dating back to 2021. Decision maker over timelines and resources.

3.2. Product Owner/Product Manager

Name: Matt Bray

Title: IT Project Manager

Email Address: mbray@ci.wheatridge.co.us

Team Role/Function Description: Responsible for the implementation of all new systems across the enterprise. Coordinates among staff and vendor.

3.3. IT Director or equivalent

Name: Jesse Dubin

Title: IT Manager

Email Address: jdubin@ci.wheatridge.co.us

Team Role/Function Description: Technical lead and project oversight.

3.4. Finance Contact

Name: Mark Colvin

Title: Finance Manager

Email Address: mcolvin@ci.wheatridge.co.us

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Team Role/Function Description:

3.5. Data Monitoring/Reporting Contact

Name: Jesse Dubin

Title: IT Manager

Email Address: jdubin@ci.wheatridge.co.us

Team Role/Function Description: Technical lead and project oversight.

3.6. Vendor/Consultant (if applicable)

Vendor Name: Tyler Technologies

Contact Person: **Maddie McCambridge**

Email Address: Maddie.McCambridge@tylertech.com

Team Role/Function Description: Account Executive

Vendor Name: Stratalysts

Contact Person: Shannon Flowers

Email Address: shannon@stratalysts.com

Team Role/Function Description: Consultant

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Section 4: Budget

4.1. What is the grant amount you are requesting?

The amount requested must be $25,000 or greater.

Response:

$198,596 for implementation and first-year costs of Tyler Courts.

If possible, an additional $128,865 would allow us to cover the first-year and implementation costs of our HRIS selection, Paycom, for a total of **$327,461**.

4.2. Will any funds be provided for the project/proposal from other sources, such as your organization's general budget, other grants, or federal funds?

Response: The city has funded the full needs assessment and is funding all other systems from its general fund. The city is committing to ongoing funding of the CMS and HRIS systems starting in year 2.

4.3. Please ensure that you have attached a full project budget (Excel file preferred). Use this space to provide any details about how the proposed budget was determined.

Response:

See attached spreadsheet.

Section 5: Grant Agreement

Please ensure that you have reviewed the SIPA GovGrants Template Grant Agreement. If you are requesting any exceptions to the template agreement, you may provide them in a separate document showing your requests as redlines/tracked changes (Word document format preferred).

Please use the space below to provide any explanations or details about your requested changes, or indicate that you accept the template agreement without exceptions.

Response:

We have no redlines or changes.

Statewide Internet Portal Authority

Company Address	950 S. Cherry St. Suite 900 Denver, CO 80246 US	Expiration Date	3/31/2026
		Quote Number	00005911
Prepared By	Heather Nelson	Contact Name	Jesse Dubin
Phone	(720) 409-5638	Phone	(303) 235-2824
Email	heather@cosipa.gov	Email	jdubin@wheatridge.gov
Bill To Name	City of Wheat Ridge	Ship To Name	City of Wheat Ridge
Bill To	7500 W. 29th Ave Wheat Ridge, CO 80033 USA	Ship To	7500 W. 29th Ave Wheat Ridge, CO 80033

Product	Line Item Description	Sales Price	Quantity	Total Price
Tyler Technologies Professional Services	One Time Implementation Fees, per the attached SOW	$149,669.00	1.00	$149,669.00
Tyler Technologies Municipal Justice Suite	One Year Term, per the attached SOW	$78,568.00	1.00	$78,568.00

Description	Quote for the City of Wheat Ridge for Tyler Technologies Municipal Justice Suite Products and Implementation Services, per the attached SOW. Please return a signed SOW and/or PO to me or sipa@cosipa.gov to procure and include the email address of the person who is supposed to receive the invoices.	Grand Total	$228,237.00

Additional Details

Additional Details

Please note: Fees are not refundable.

Please note: Subscription Fees will increase by 5% after year 5, as described in the SOW.

Please note: This is not an invoice. Please do not submit payment until you have received an invoice. SaaS Subscription Fees will be invoiced at the beginning of the One Year Term. Professional Services fees will be invoiced at various intervals, as described in the SOW. Payment Terms are Net 45.

SIPA is committed to providing solutions that can be used in a Web Content Accessibility Guidelines (WCAG) compliant fashion. However, SIPA cannot certify that this product is compliant with the latest version of WCAG and cannot assume responsibility for non-compliance. We encourage you to perform your own assessment on the suitability of this product for your needs, which may include reaching out to Tyler Technologies directly for more information.

ATTACHMENT 3

ITEM NUMBER: 1b
DATE: March 23, 2026

REQUEST FOR CITY COUNCIL ACTION

RESOLUTION NO. 18-2026

TITLE: A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WHEAT RIDGE AND THE CITY OF LAKEWOOD PROVIDING FOR RESURFACING OF 26TH AVENUE BETWEEN WADSWORTH BOULEVARD AND PIERCE STREET

☐PUBLIC HEARING
☐BIDS/MOTIONS
☒RESOLUTIONS
☐ORDINANCES FOR 1st READING
☐ORDINANCES FOR 2nd READING

QUASI-JUDICIAL ☐YES ☒NO

ISSUE:

The Cities of Wheat Ridge and Lakewood both engage in annual pavement rehabilitation and resurfacing projects. 26th Avenue serves as a common boundary between the two cities, between Wadsworth Boulevard and Pierce Street.

In such instances where more than one municipality shares a common boundary or street, it has consistently proven more cost effective and less disruptive if a single project is performed by a single entity, rather than each individual city conducting its own project. This intergovernmental agreement (IGA) provides for the street resurfacing to be administered by the City of Lakewood with the City of Wheat Ridge compensating Lakewood for its appropriate share of the project costs. Such arrangement has occurred on 26th Avenue in the past and the Cities have alternated being the lead agency.

PRIOR ACTION:

There has been no prior action taken to this IGA.

FINANCIAL IMPACT:

Funding for this work was approved in the 2026 Capital Improvement Program budget, Preventive Maintenance Projects (300-80884-303). The total approved budget for this budget line-item is $2,000,000, which includes asphalt resurfacing, miscellaneous concrete work, patching, and crack sealing. The estimated contribution from the City of Wheat Ridge for 26th Avenue resurfacing between Wadsworth Boulevard and Pierce

Street is $137,042.30 which fits within the total budget that includes other resurfacing, concrete, and maintenance work identified for 2026.

BACKGROUND:

The annual Street Resurfacing Program was developed to provide needed maintenance to a number of selected streets in accordance with the citywide maintenance plan. The program is intended to extend the life of pavement on streets that are structurally sound. For the 2026 project, 26th Avenue between Wadsworth Boulevard and Pierce Street will be resurfaced along with other selected local streets. The overall program also includes the following: concrete and curb ramp replacements on streets being resurfaced, striping, spot pavement patching and crack sealing.

26th Avenue is shared as a common boundary between Wheat Ridge and Lakewood between Wadsworth Boulevard and Pierce Street, and both cities have identified and scheduled this street for resurfacing in 2026. As a result of meetings between staff from both cities, it was collectively determined that a single project administered by the City of Lakewood with Wheat Ridge contributing its fair share would serve as the most efficient means of performing the resurfacing work.

RECOMMENDATIONS:

Staff recommend approving the resolution authorizing approval of an IGA with the City of Lakewood.

RECOMMENDED MOTION:

"I move to approve Resolution No. 18-2026, a resolution approving an Intergovernmental Agreement between the City of Wheat Ridge and the City of Lakewood providing for resurfacing of 26th Avenue between Wadsworth Boulevard and Pierce Street."

Or,

"I move to postpone indefinitely Resolution No. 18-2026, a resolution approving an Intergovernmental Agreement between the City of Wheat Ridge and the City of Lakewood providing for resurfacing of 26th Avenue between Wadsworth Boulevard and Pierce Street."

REPORT PREPARED/REVIEWED BY:

Daniel Martinez, CIP Manager
Kent Kisselman, Director of Public Works
Patrick Goff, City Manager

ATTACHMENTS:

1. Resolution No. 18-2026

2. Intergovernmental Agreement
3. Shared Roadway Map
4. Quantities and Pricing Document

CITY OF WHEAT RIDGE, COLORADO

RESOLUTION NO. 18

SERIES OF 2026

TITLE: A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WHEAT RIDGE AND THE CITY OF LAKEWOOD PROVIDING FOR RESURFACING OF 26TH AVENUE BETWEEN WADSWORTH BOULEVARD AND PIERCE STREET

WHEREAS, the City of Wheat Ridge is a home rule municipality operating under a charter approved by its electors and governed by its City Council; and

WHEREAS, the Council is authorized by Charter Section 14.2 and the Colorado Revised Statutes to enter into intergovernmental agreements with other local governments to provide any service or function authorized to both; and

WHEREAS, the City shares the right-of-way for 26th Avenue with the City of Lakewood, as that Avenue forms the boundary between the two cities; and

WHEREAS, the attached intergovernmental agreement provides for the sharing of costs for milling and paving that portion of 26th Avenue, each city to bear the cost for its portion of the Avenue, with Lakewood performing the work; and

WHEREAS, the Council wishes to approve the Agreement.

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

1. Approval. The Intergovernmental Agreement attached hereto as Exhibit A and incorporated herein by reference, is hereby approved.

2. Authorization. The Mayor and City Manager are authorized to execute the IGA and any necessary supporting documents.

3. Effective date. This Resolution shall be effective immediately upon adoption.

DONE AND RESOLVED this 23rd day of March 2026

ATTACHMENT 1

[SEAL]

Korey Stites, Mayor

ATTEST:

Janeece Hoppe, City Clerk

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF LAKEWOOD AND THE CITY OF WHEAT RIDGE
FOR PREVENTATIVE MAINTENANCE MILL AND OVERLAY SERVICES
AGREEMENT NO. ****

THIS INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF LAKEWOOD AND THE CITY OF WHEAT RIDGE FOR PREVENTATIVE MAINTENANCE MILL AND OVERLAY SERVICES, AGREEMENT NO. **** (the "Agreement") is made and entered into the 23rd day of March, 2026 (the "Effective Date"), by and between the **CITY OF LAKEWOOD**, a Colorado home rule municipal corporation whose principal business address is 480 South Allison Parkway, Lakewood, Colorado 80226 ("Lakewood"), and the **CITY OF WHEAT RIDGE**, a Colorado home rule municipality, with offices at 11220 W. 45th Ave., Wheat Ridge, Colorado 80033 ("Wheat Ridge"). Lakewood and Wheat Ridge may be jointly referred to hereinafter as the "Parties."

WHEREAS, Sections 29-1-201 and 29-1-203 Colorado Revised Statutes, as amended, permit and encourage governments to make the most efficient use of their powers and responsibilities by cooperating and contracting with other governments to provide authorized services;

WHEREAS, the Parties share jurisdiction over West 26th Ave. between Wadsworth Blvd. to Pierce St. (the "Shared Roadway") as shown in Exhibit A, attached hereto and incorporated herein by this reference;

WHEREAS, Lakewood intends to engage a third-party contractor to perform preventative maintenance services on the Lakewood portion of the Shared Roadway in the form of a mill and overlay (the "Services");

WHEREAS, Wheat Ridge desires Lakewood's contractor to perform the Services on the Wheat Ridge portion of the Shared Roadway to ensure a continuous, smooth asphalt surface along the Shared Roadway;

WHEREAS, to maintain roadway consistency and cost efficiency for Wheat Ridge, Lakewood agrees to engage its contractor to perform the Services on both Parties' sections of the Shared Roadway;

WHEREAS, the Parties desire to cooperate to the fullest extent possible to ensure the Services are accomplished according to the mutual desires of each Party and in the best interests of the Parties' respective residents;

WHEREAS, Lakewood shall be financially responsible for the Services performed upon Lakewood's portion of the Shared Roadway; and

WHEREAS, Wheat Ridge shall be financially responsible for the Services performed upon Wheat Ridge's portion of the Shared Roadway.

NOW, THEREFORE, in order to accomplish the above stated desires, and in consideration of the mutual covenants and promises set forth herein, the Parties agree as follows:

1. RECITALS INCORPORATED. The foregoing recitals shall be incorporated into the Agreement as if set forth herein.

ATTACHMENT 2

2. TERM, TERMINATION AND RENEWAL. The Term of this Agreement shall commence on the Effective Date and expire one (1) year therefrom. Each Party may terminate this Agreement by providing the non-terminating Party thirty (30) days prior written notice. If the Agreement is terminated prior to the expiration of the one-year term, Wheat Ridge shall reimburse Lakewood for all Services performed upon Wheat Ridge's portion of the Shared Roadway. Wheat Ridge shall further reimburse Lakewood for any other costs incurred by Lakewood relating to early termination of the Agreement, including but not limited to the contractor's costs for mobilization of work forces, costs related to the cancellation of contracts, or the cost of any materials purchased in anticipation of performance of the Services.

3. SERVICES. Lakewood shall engage a contractor to provide the preventative maintenance mill and overlay Services along the entirety of the Shared Roadway.

   a. Conditions of Service. Lakewood shall engage its contractor to perform the Services based upon the pricing provided for in Exhibit B, attached hereto and incorporated herein by this reference. Exhibit B may be revised as necessary to adjust the quantities specified therein, but any modification shall be subject to prior written approval of both Parties, which may be memorialized in electronic mail communication. Approval of modification of Exhibit B shall not be unreasonably withheld. Modifications of the quantities specified in Exhibit B shall not require formal amendment to this Agreement.

   4. Lakewood shall retain a third-party testing consultant to test and certify that the Services have been adequately performed along the Lakewood portion of the Shared Roadway. Wheat Ridge shall not be required to rely solely upon testing performed by the contractor performing the Services and may, at its sole option and expense, retain a third-party testing consultant to test and certify the Services performed along Wheat Ridge's portion of the Shared Roadway and the Wheat Ridge Roadway. Regardless of the testing option Wheat Ridge selects, Wheat Ridge shall have no recourse against the City of Lakewood, its elected and appointed officials, its employees, agents, or representatives as relates to such testing, or any dissatisfaction with the Services performed.

4. PERFORMANCE; PRIORITY.

   a. Lakewood will engage the contractor to complete the Services through Lakewood's 2026 resurfacing program, and shall require the contractor to complete the Services by no later than October 5, 2026. However, Lakewood shall not be responsible for any delays in performing the Services that are attributable to the contractor.

   b. Lakewood shall inform Wheat Ridge of the date the contractor intends to begin performing the Services at least thirty (30) calendar days prior to the commencement of Services. If Wheat Ridge objects to the contractor's starting date, it must inform Lakewood of such objection within ten (10) calendar days of receiving the notice from Lakewood. If the contractor is unable to reschedule the performance of the Services to accommodate Wheat Ridge, Lakewood shall retain the right to terminate this agreement and Wheat Ridge shall be responsible for any costs incurred pursuant to Section 2, above.

5. BILLING AND COSTS.

a. Upon completion of the Services, Lakewood shall send an itemized invoice to Wheat Ridge.

b. Wheat Ridge shall reimburse Lakewood for the cost of the Services performed upon its portion of the Shared Roadway.

c. The rates to be charged for the Services are set forth in Exhibit B, which reflects the same rates that Lakewood agreed upon for its 2026 Mill and Overlay program.

d. Wheat Ridge shall make payment to Lakewood within 30 days of receipt of an invoice.

e. Upon termination of the Agreement, Lakewood will submit copies of all Service records to Wheat Ridge, and Wheat Ridge will submit payment to Lakewood for all billing outstanding, with payment to be made within 30 days of receiving the Service records and final invoice.

6. NOTICE.

Notices required under this Agreement and all other correspondence between the Parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested, or upon acknowledgement of receipt of an email by the receiving party:

If to Lakewood:
Public Works Operations Manager
City of Lakewood- Public Works
850 Parfet St.
Lakewood, CO 80215
jrickett@lakewood.org

If to Wheat Ridge:
Infrastructure Project Manager
Daniel Martinez
11220 W 45th Ave.
Wheat Ridge, CO 80033
dmartinez@ci.wheatridge.co.us

7. GENERAL PROVISIONS.

a. Insurance. Lakewood shall require the contractor performing the Services to obtain an insurance policy naming the Parties as additional insureds for those activities that are the subject of this Agreement.

b. Liability. Each Party shall be responsible for its own negligent acts. Regardless of any written or oral statement to the contrary, in no event, instance or circumstance shall either party indemnify the other. Wheat Ridge further releases the City of Lakewood, its elected and appointed officials and its employees, agents, and representatives from any and all claims, liabilities, demands, actions, or causes of action whatsoever, relating to the contractor's performance of the Services.

c. Integrated Agreement; Amendment. This Agreement embodies the entire understanding of the Parties and shall be deemed to be a contract extending and binding upon the Parties and their respective representatives, agents,

administrators, successors and assigns. This Agreement may be amended upon written agreement of the Parties, except that no amendment shall be required for the modifications described in Section 3(a), above.

d. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties. It is the express intention of the Parties that any persons other than Lakewood and Wheat Ridge shall be deemed to be only incidental beneficiaries under this Agreement.

e. Governmental Immunity. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq*.

f. Counterparts; Electronic Disposition. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument. The Parties acknowledge and agree that the original of this Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately represent the original of this Agreement, may be used for any purpose as if it were the original, including proof of the content of the original writing.

g. Authority. The Parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this Agreement on behalf of the Parties and to bind the Parties to its terms.

h. Appropriation. Notwithstanding any other term, condition, or provision herein, each and every obligation of Lakewood or Wheat Ridge stated in this Agreement is subject to the requirement of prior appropriation of funds therefore by the appropriate governing body of Lakewood and/or Wheat Ridge.

i. Employment Status. This Agreement shall not change the employment status of any employees of Parties. No party shall have the right to control or direct the activities of any employees of another related to this Agreement.

j. Controlling Terms. In the event of any conflict between the provisions of this Agreement and those contained in any attachments or exhibits hereto, or any document referenced therein, the terms and conditions of this Agreement shall prevail, and as such, shall supersede the conflicting provisions of such attachments, exhibits or referenced document.

k. Governing Law and Venue; Recovery of Costs. This Agreement shall be governed by the laws of the State of Colorado. Venue shall be in Jefferson County, Colorado, or in the United States District Court for the District of Colorado, as applicable. In the event legal action is brought to resolve any dispute among the parties related to this Agreement, the prevailing party in such action shall be entitled to recover from the non-prevailing party reasonable court costs and attorney fees.

l. Headings. Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.

m. Severability. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

n. Additional Documents or Actions. The Parties agree to negotiate and execute any additional documents and to take any additional actions necessary to carry out this Agreement.

[Remainder of page intentionally blank – signatures follow.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

ATTEST:

CITY OF WHEAT RIDGE

By: _____
Onorina Maloney, Deputy City Clerk

By: _____
Korey Stites, Wheat Ridge Mayor

(SEAL)

APPROVED AS TO FORM:

By: _____
Gerald Dahl, City Attorney

CITY OF LAKEWOOD

_____
Kathleen E. Hodgson, City Manager

AT:

_____
Jay R. Robb, City Clerk

_____
Attestation Date

RECOMMENDED FOR APPROVAL:

By: _____
Maria D'Andrea,
Public Works Director

By: _____
Holly Bjorklund,
Chief Financial Officer

APPROVED AS TO FORM:

By: _____
Gus Schenck,
Senior Assistant City Attorney

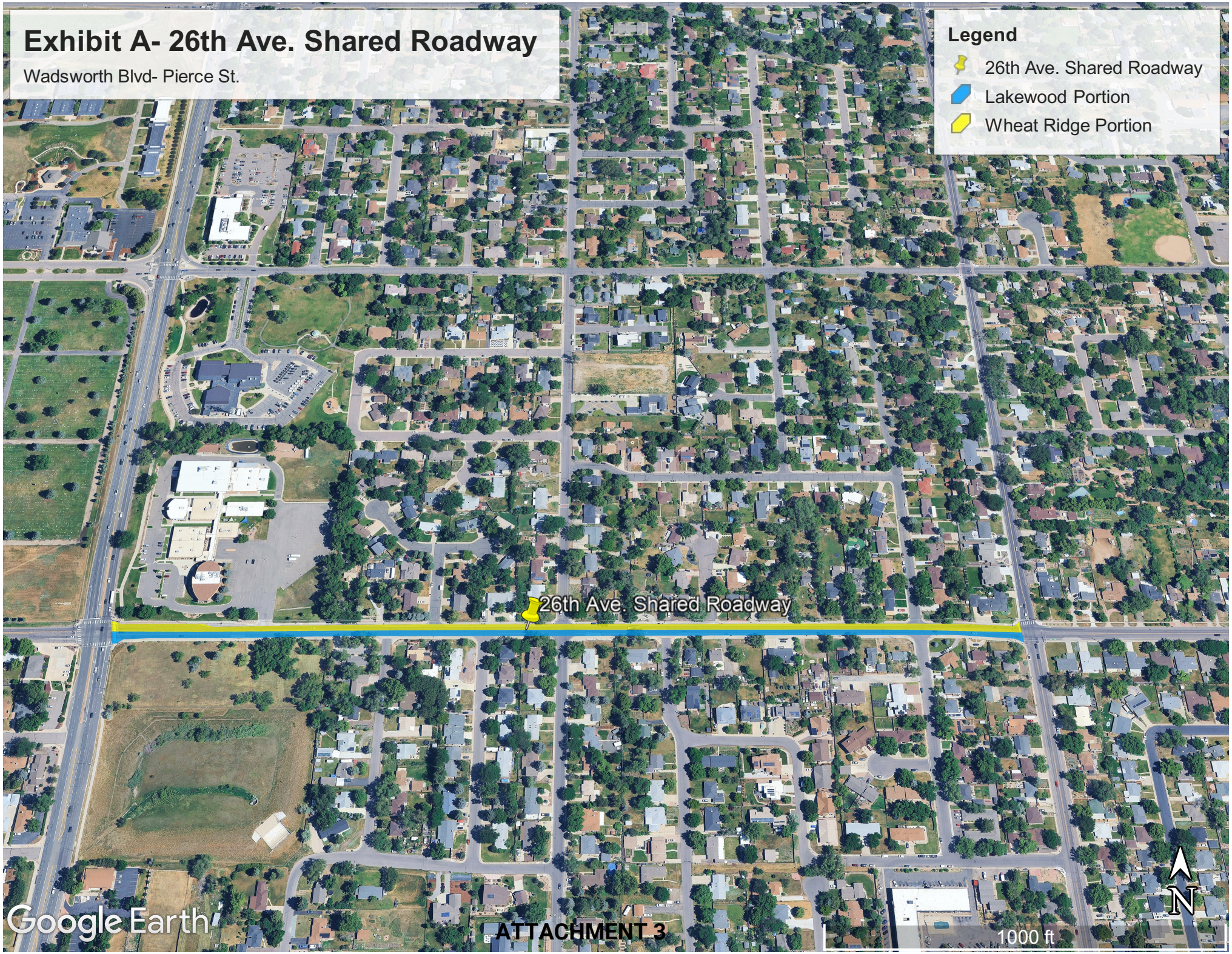

Exhibit A- 26th Ave. Shared Roadway
Wadsworth Blvd- Pierce St.
Legend
26th Ave. Shared Roadway
Lakewood Portion
Wheat Ridge Portion
26th Ave. Shared Roadway
Google Earth
ATTACHMENT 3
1000 ft
N

Exhibit B- Quantities and Rates

Overlay and Patching (Wadsworth Blvd.-Pierce St.)

Wheat Ridge Billing for 50% Between Wadsworth Blvd. to Pierce St. 2026 Pricing

Item	Unit	Quantity Estimated	Price	TOTAL
Remove Asphalt Mat 2" Full Width	S.Y.	7,847	$ 2.40	$ 18,832.80
HBP (Overlay) (sx 64-22)	TON	873	$ 101.50	$ 88,609.50
HBP (A Patching)(Collector)	TON	148	$ 200.00	$ 29,600.00
			TOTAL	$ 137,042.30

ITEM NUMBER: 2
DATE: March 23, 2026

REQUEST FOR CITY COUNCIL ACTION

COUNCIL BILL NO. 05-2026

TITLE: AN ORDINANCE AMENDING CHAPTER 26 OF THE WHEAT RIDGE CODE OF LAWS SUPPORTING COMPLIANCE WITH STATE LEGISLATION REGARDING HOUSING SUPPORTIVE CODE AMENDMENTS TO REMAIN ELIGIBLE FOR STATE FUNDING OPPORTUNITIES

☒PUBLIC HEARING
☐BIDS/MOTIONS
☐RESOLUTIONS
☐ORDINANCES FOR 1st READING
☒ORDINANCES FOR 2nd READING

QUASI-JUDICIAL ☐YES ☒NO

ISSUE:

The item under consideration is to amend Chapter 26 of the Wheat Ridge Code of Laws to update the review process for qualifying affordable housing projects and to update accessory dwelling unit (ADU) setback requirements for some zone districts to ensure compliance with state regulations, to remain eligible for state funding opportunities.

PRIOR ACTION:

City Council was presented with the background on this ordinance at the February 2, 2026, study session.

The ordinance was prepared by the Planning Division. Planning Commission recommended approval of the ordinance by a vote of 5 to 0 on February 19, 2026. The draft Planning Commission meeting minutes are attached.

City Council approved this ordinance on first reading on March 9, 2026. A motion was made by Councilmember Martell and seconded by Councilmember Hultin and approved by a vote of 8 to 0.

Over the past few years, City Council has approved several zoning code amendments related to housing and ADUs to achieve local policy goals and to comply with state law. The ADU regulations were most recently updated in May 2025 to better align with state

requirements, including removing owner occupancy requirements and revising ADU size restrictions.

In 2022, Colorado voters enacted Proposition 123 creating a statewide affordable housing fund, and in September 2023 Council approved a resolution committing to increasing the city's housing supply. This commitment made the city and all affordable housing projects within Wheat Ridge eligible for Prop 123 funds.

As a follow-up to the Prop 123 commitment, Council approved a resolution of support in October 2025 to establish an expedited review policy for qualifying affordable housing projects. The resolution allowed staff to prepare internal policies and procedures approved by the Community Development Director and formally approved by the Department of Local Affairs (DOLA).

FINANCIAL IMPACT:

Approval of this ordinance will allow the city to remain eligible for several grant and funding opportunities.

BACKGROUND:

Over the years, the state legislature has passed a series of state housing laws and funding opportunities to support affordable housing, strategic growth, and housing near transit. In August 2025, Governor Polis signed Executive Order (EO) 2025-011 directing the prioritization of funding for local governments based on a local government's compliance with the state housing laws.

State agencies such as the Department of Local Affairs (DOLA) and the Colorado Energy Office (CEO) use compliance determinations when scoring or awarding competitive funding programs. Jurisdictions that are not compliant, or not demonstrating good-faith progress toward compliance, risk being deprioritized or deemed ineligible for these funds. As a result, failure to update Wheat Ridge's ADU regulations to meet state requirements could materially affect the City's competitiveness for state funding.

Wheat Ridge was recently awarded a $4.5 million grant from DOLA's Transit-Oriented Communities Infrastructure (TOCI) grant fund and has applied to the Colorado Energy Office's Local Accelerator Grant Program for an additional $5 million in funding to the city. These funds are critical to supporting public infrastructure investments and soft costs that advance affordable housing, ADU fee waivers, and other development fee waivers near transit. Moving forward with these code amendments ensures Wheat Ridge remains eligible for state funding opportunities, demonstrates compliance with state law and the Executive Order, and protects the city's ability to leverage significant external resources to advance housing affordability and strategic growth objectives.

The report is divided into two sections: 1) Accessory Dwelling Units and 2) Administrative Site Plan Review.

Part 1: Accessory Dwelling Units
The city began regulating ADUs in 2022, and those regulations are contained within Section 26-646 and the development standards tables in Article II of Chapter 26.
In May 2025, Council approved three code amendments to comply with HB24-1152, specifically removing owner occupancy requirements, adjusting the allowable size of ADUs, and allowing ADUs retroactively in Planned Developments.

In June 2025, the city submitted an ADU compliance report to DOLA, demonstrating the city's position that its ADU regulations were compliant with state law. On September 26, 2025, DOLA determined that the city was not fully in compliance with state law and required one additional minor amendment to achieve full compliance. As all other provisions were in compliance with the state law and the changes were perceived to be minor, DOLA gave the city a "Compliance-In-Progress" status and some time to make the changes in order to achieve a compliant status.

This required amendment relates to the rear setbacks for attached ADUs in three zone districts: Residential-One A (R-1A), Agricultural-One (A-1), and Agricultural-Two (A-2). DOLA's interpretation of the state law is that attached and detached ADUs in each zone district need to have the same setback, or five (5) feet, whichever is greater. These three zone districts had differing setback requirements for attached and detached ADUs, where the detached setback was lesser; therefore, the setback for attached ADUs needed to be decreased to five (5) feet (or a slightly modified approach for R-1A since rear setbacks for detached are based on building heights, so attached can match).

Proposed ADU Amendment
To achieve compliance, a footnote will need to be added to the rear setback requirement in the development standards charts in R-1A, A-1, and A-2 to state: "Portions of single detached dwellings containing an attached accessory dwelling unit (ADU) as defined in Section 26-123 are permitted to have a five (5) foot setback." This will ensure that only portions of the primary structure containing the ADU can have a 5-foot setback, not the entire house. For structures in R-1A that are over 10 feet tall, a 10-foot setback is permitted.

Staff have no concerns about the impact of this code amendment. It is a minor change and will impact a very small number of parcels in the city; as shown in the table below, the A-1, A-2 and R-1A zone districts comprise less than 12% of all residential land by area and by parcel count. Attached ADUs are also much less common than detached ADUs, which are simpler to construct from a building code perspective. The result will be that both attached and detached ADUs may be built within five feet of the rear property line.

Table 1. Distribution of Residential Zone Districts

Zone District	By Land Area	By Parcel Count
Planned Residential Development (PRD)	5 %	4 %
Agricultural-One (A-1)	**3 %**	**2 %**
Agricultural-Two (A-2)	**1 %**	**0.4 %**
Residential-One (R-1)	22 %	14 %
Residential-One A (R-1A)	**7 %**	**9 %**
Residential-One B (R-1B)	1 %	2 %
Residential-One C (R-1C)	6 %	11 %
Residential-Two (R-2)	42 %	47 %
Residential-Two A (R-2A)	0.3 %	0.2 %
Residential-Three (R-3)	11 %	11%
Residential-Three (R-3A)	0.1 %	0.1 %
Total	**100 %**	**100%**

Part 2: Administrative Site Plan Review

To retain funding eligibility, Proposition 123 requires participating jurisdictions to implement an expedited review (or fast track) process for qualifying affordable housing projects. In fall 2025, Council approved a resolution of support authorizing staff to establish an expedited review policy consistent with state requirements. Since adopting the internal policy, staff conducted a review of the zoning code and identified one minor code amendment necessary to ensure that all site plans for qualifying affordable projects can be reviewed within the expedited timelines.

The city currently reviews site plans under three application names: (1) Site Plans, (2) Specific Development Plans (SDPs), and (3) Planned Building Groups (PBGs). Each is comprised of the same content (site plan, landscape plan, and architecture), but the underlying zoning determines which application type is utilized. In all three cases, the appropriate zoning must already be in place, such that the proposed development is already a permitted use or "use by right." Table 2 summarizes the differences:

Table 2. Comparison of Site Plan Types

Application Type	Where Used	When Used	Review Authority
Site Plan	Mixed use and commercial zones	After zoning is in place	Administrative
Specific Development Plan (SDP)	Planned development zones	After zoning (Outline Development Plan) is in place	Planning Commission
Planned Building Group (PBG)	Residential and ag zones with multiple buildings on a single parcel	After zoning is in place	Admin or Planning Commission depending on the zone and number of buildings

Proposed Site Plan Review Amendment
State law requires that a decision (approval or denial) for a site plan review (under any name) for qualifying affordable housing projects must be completed within 90 days. Allowing SDPs and PBGs to be reviewed administratively by staff ensures that once a use is permitted by zoning, project approval focuses on objective code compliance rather than discretionary review, thereby ensuring review is completed within the 90-day review period as required by Proposition 123. Public hearings introduce uncertainty and significantly lengthen the overall review timelines for otherwise approvable projects.

While most affordable housing projects will be located in mixed use zones based on their locations and densities, it is possible that an SDP or PBG may be necessary. A few code changes will be required to ensure that SDPs and PBGs can be expedited and approved administratively for qualifying projects:

- Define "qualifying affordable housing project" to match the state statute's definition, which includes projects with 50% or more affordable units defined as 60% of Area Median Income (AMI) for rentals or 100% AMI for ownership units
- Revise PD regulations to exempt SDPs containing qualifying affordable housing projects from the planning commission hearing requirement
- Revise PBG regulations to remove the requirement for planning commission approval on sites with more than four buildings, if the PBG is a qualifying affordable housing project
- Update review process charts (§26-106) accordingly

Staff have no concerns about the impact of this code amendment. Site plan review is already an administrative review for most projects in the city. An affordable housing project within a PD or PBG will be rare, and the code retains public hearings for the zone change process.

RECOMMENDATION:
Staff recommend approval of the ordinance.

RECOMMENDED MOTION:
"I move to approve Council Bill No. 05-2026, an ordinance amending Chapter 26 of the Wheat Ridge Code of Laws supporting compliance with state legislation regarding housing supportive code amendments to remain eligible for state funding opportunities, on second reading, order it published and that it takes effect 15 days after final publication as required by the charter."

Or,

"I move to postpone indefinitely Council Bill No. 05-2026, an ordinance amending Chapter 26 of the Wheat Ridge Code of Laws supporting compliance with state legislation regarding housing supportive code amendments to remain eligible for state

funding opportunities for the following reasons: _____. “

REPORT PREPARED/REVIEWED BY:

Scott Cutler, Senior Planner
Shannon Terrell, Senior Housing Planner
Jana Easley, Planning Manager
Lauren Mikulak, Community Development Director
Patrick Goff, City Manager

ATTACHMENTS:

1. Council Bill No. 05-2026
2. Draft Planning Commission Minutes

CITY OF WHEAT RIDGE, COLORADO
INTRODUCED BY COUNCIL MEMBER MARTELL
Council Bill No. 05
Ordinance No. 1838
Series of 2026

TITLE: AN ORDINANCE AMENDING CHAPTER 26 OF THE WHEAT RIDGE CODE OF LAWS SUPPORTING COMPLIANCE WITH STATE LEGISLATION REGARDING HOUSING SUPPORTIVE CODE AMENDMENTS TO REMAIN ELIGIBLE FOR STATE FUNDING OPPORTUNITIES

WHEREAS, the City of Wheat Ridge ("City") is a Colorado home rule municipality operating under a Charter approved by the electorate pursuant to Article XX of the Colorado Constitution and governed by its elected City Council ("Council"); and

WHEREAS, the Council has authority pursuant to the Home Rule Charter and C.R.S. §31-16-101, et seq. to adopt and enforce all ordinances; and

WHEREAS, the Council approved a resolution of support in October 2025 to establish an expedited review policy for qualifying affordable housing projects in response to the passage of Proposition 123; and

WHEREAS, state agencies including the Department of Local Affairs (DOLA) and the Colorado Energy Office (CEO) use compliance determinations when scoring or awarding competitive funding programs; and

WHEREAS, the Council previously adopted accessory dwelling unit (ADU) code amendments and other related updates in a good-faith effort to comply with state housing legislation, and DOLA has since determined that minor modifications to the ADU regulations are required; and

WHEREAS, in order to ensure compliance with expedited review requirements, staff reviewed the Code of Laws and identified a minor code amendment that is necessary to ensure that all site plans for qualified affordable projects can be reviewed within the expedited timelines through an administrative approval process; and

WHEREAS, the Council finds that these amendments are necessary to ensure the continued eligibility and competitiveness for state funding opportunities.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WHEAT RIDGE, COLORADO:

ATTACHMENT 1

Section 1. Section 26-106 of the Wheat Ridge Code of Laws, containing the review process chart for land use approvals, is hereby amended as follows, in the appropriate rows within the table and within the footnotes:

Approval Requested	*Pre-Application*		*Final*					*Reference*	*Appeal*
	Staff	*Neighborhood*	*Staff*	*PC*	*CC*	*BOA*	URPC		
Planned Development: Specific Development Plan (SDP)	X		**AQA**	H	H[6]		URA	ART III	~~CC~~ **Varies[11]**
…									
Planned Development: Specific Development Plan Amendment	X		A, **AQA**	H[7]			A	ART III	
Planned Bldg. Group	[4] X		A, **AQA**	H[9]			A	[3] § 26-116	Varies[10]

[1] Reserved.

[2] Right of protest applies: See section 5-10 of the Home Rule Charter and Code subsection 26-112.C.7.

[3] If four (4) or more buildings are proposed, planning commission review is required.

[4] A pre-application may not be required based on the complexity of the project.

[5] Neighborhood meetings for mixed use concept plan applications are required only for sites of ten (10) acres in size or larger.

[6] City council review is required for a specific development plan only if ODP and SDP applications are submitted concurrently. Planning commission is the final authority for an SDP submitted separate from and subsequent to ODP approval.

[7] Planning commission review of SDP amendments only required in some circumstances. Refer to section 26-307.

[8] City council review for special use permits is only required upon appeal by an applicant of a decision of denial by the community development director, or the receipt of an objection by adjacent property owners. Refer to section 26-114.

[9] Planning commission review for planned building group only required in some circumstances. Refer to section 26-116.

[10] If reviewed administratively, appeal to PC. If reviewed by PC, appeal to Jefferson County District Court.

[11] If reviewed administratively, appeal to PC. If reviewed by PC, appeal to CC.

Key:

PC: Planning commission CC: City council

BOA: Board of adjustment X: Meeting required

H: Public hearing required A: Administrative review

URPC: Urban Renewal Plan compliance required: If "A" is noted, administrative review; if "URA" is noted, review by Wheat Ridge Urban Renewal Authority is required — see section 26-226.

BCAB: Building Code Advisory Board

AQA: Administrative review for Qualifying Affordable Housing Project

Section 2. Section 26-116.D of the Wheat Ridge Code of Laws, containing the requirements for Planned Building Groups (PBGs), is hereby amended as follows:

D. *Review procedures:*

1. *Administrative review:* The director of community development shall have the authority to review and approve, approve with modifications, or deny applications for planned building groups for no more than four (4)

main structures on a single lot or parcel, except in the R-1 series, R-2 series and A-1 zone districts**, or for any qualifying affordable housing project application (as defined in section 26-123)**. Applications for more than four (4) main structures or more than one (1) main structure in the R-1 series, R-2 series and A-1 zone districts and appeals by the applicant of the director of community development's decision, shall be forwarded to the planning commission for review. In reviewing such applications, the director of community development shall consider the standards for approval set forth below and shall have the authority to establish necessary conditions and limitations to carry out the intent of this section.

Section 3. Section 26-123 of the Wheat Ridge Code of Laws, defining certain terms applicable to Chapter 26 of the Code, is hereby amended by the addition of the following new definition in the appropriate alphabetical location, as follows:

Qualifying affordable housing project. **A building or development containing at least fifty (50) percent or more affordable dwelling units meeting income and other applicable regulations pursuant to state law, including but not limited to C.R.S. 29-32-101 and 29-32-105, as amended.**

Section 4. Section 26-206.B (Residential-One A District (R-1A)) of the Wheat Ridge Code of Laws is amended by creating a new footnote (h) pertaining to setbacks for attached accessory dwelling units:

B. *Development standards:*

		Maximum Height (f)	Maximum Building Coverage	Minimum Lot Area	Minimum Lot Width	Minimum Front Yard Setback (a)	Minimum Side Yard Setback (b)	Minimum Rear Yard Setback (b)
Principal Buildings	Single detached dwelling	35'	30%	9,000 sf	75'	25' (c)	10'	15' **(h)**
	Group home	35'	30%	9,000 sf	75'	25' (c)	10'	15'
	Churches, schools, government and quasi-government buildings, golf courses, small day care center, and nursing, elderly and congregate care homes	35'	30%	1 acre	200'	25' (c)	15' (e)	20'
Accessory Buildings (d)	Major	15'	1,000 sf	N/A	N/A	25' (c)	5' if <= 10' in height; 10' if > 10' in height	5' if <= 10' in height; 10' if > 10' in height
	Minor	10'	400 sf	N/A	N/A	25' (c)	5'	5'

		Maximum Height (f)	Maximum Building Coverage	Minimum Lot Area	Minimum Lot Width	Minimum Front Yard Setback (a)	Minimum Side Yard Setback (b)	Minimum Rear Yard Setback (b)
	Accessory dwelling unit, detached	25’	Floor area limited to 50% of principal, or 1,000 sf, whichever is less (g)	N/A	N/A	25’ (c)	5’ if ≤ 10’ in height, 10’ if > 10’ in height	5’ if ≤ 10’ in height, 10’ if > 10’ in height
All Other Uses		35'	30%	9,000 sf	75'	25’ (c)	10'	15'

Notes:

(a) Front setback reductions may be allowed in accordance with Section 26-611.

(b) Any side or rear yard which abuts a public street shall have a minimum setback of twenty-five (25) feet for all structures, with the following exception: For corner lots that are sixty (60) feet or narrower in width, this requirement shall be reduced by half.

(c) Front setbacks for structures on lots or portions of lots which abut cul-de-sacs may be reduced to ten (10) feet for those portions of lots which abut a cul-de-sac bulb. (See Figure 26-123.3 at the end of section 26-123)

(d) See Section 26-625 for additional regulations pertaining to accessory buildings.

(e) Fifteen-foot setback for the first story and five (5) feet for each additional story.

(f) Bulk plane regulations shall apply in accordance with section 26-642, and may, when applied to a specific project, have the effect of reducing the maximum height permitted.

(g) See Section 26-646.B.3 for additional regulations and exceptions pertaining to the size and footprint of ADUs.

(h) **Portions of single detached dwellings containing an attached accessory dwelling unit as defined in section 26-123 are permitted to have a five (5) foot setback if the portion of the building containing the ADU is less than or equal to ten (10) feet tall, or a ten (10) foot setback if the portion of the building is greater than ten (10) feet tall.**

Section 5. Section 26-213.B (Agricultural-One District (A-1)) of the Wheat Ridge Code of Laws is amended by creating a new footnote (g) pertaining to setbacks for attached accessory dwelling units:

B. *Development standards:*

		Maximum Height	Maximum Building Coverage	Minimum Lot Area (d)	Minimum Lot Width	Minimum Front Yard Setback	Minimum Side Yard Setback (a)	Minimum Rear Yard Setback (b)
Principal Buildings	Single detached dwelling	35'	25%	1 acre	140'	30’ (c)	15'	15' **(g)**
	Group home	35'	25%	1 acre	140’	30’ (c)	15’	15’
	Churches, schools, government and quasi-government buildings, golf courses, small day care center, and nursing, elderly and congregate care homes	35'	25%	1 acre	200'	30’ (c)	15'	20'
	Major	35'	25%	N/A	N/A	30’ (c)	15'	5'

ATTACHMENT 1

		Maximum Height	Maximum Building Coverage	Minimum Lot Area (d)	Minimum Lot Width	Minimum Front Yard Setback	Minimum Side Yard Setback (a)	Minimum Rear Yard Setback (b)
Accessory Buildings (e)	Minor	35'	25%	N/A	N/A	30' (c)	15'	5'
	Accessory dwelling unit, detached	25'	Floor area limited to 50% of principal, or 1,000 sf, whichever is less (f)	N/A	N/A	30' (c)	15'	5'
All Other Uses		35'	25%	1 acre	140'	30'	15'	15'

Notes:

(a) Any side yard which abuts a public street shall have a minimum setback of thirty (30) feet for all structures.
(b) Any rear yard which abuts a public street shall have a minimum setback of thirty (30) feet for all structures, except where greater setbacks are specifically required.
(c) Front setbacks for single-unit dwelling structures on lots or portions of lots which abut cul-de-sacs may be reduced to ten (10) feet for those portions of lots which abut a cul-de-sac bulb. (See figure 26-123.3)
(d) Lots smaller than one (1) acre may be used only for residential purposes.
(e) See Section 26-625 for additional regulations pertaining to accessory buildings.
(f) See Section 26-646.B.3 for additional regulations and exceptions pertaining to the size and footprint of ADUs.
(g) **Portions of single detached dwellings containing an attached accessory dwelling unit as defined in section 26-123 are permitted to have a five (5) foot setback.**

Section 6. Section 26-214.B (Agricultural-Two District (A-2)) of the Wheat Ridge Code of Laws is amended by creating a new footnote (g) pertaining to setbacks for attached accessory dwelling units:

B. *Development standards:*

		Maximum Height	Maximum Building Coverage	Minimum Lot Area (d)	Minimum Lot Width	Minimum Front Yard Setback	Minimum Side Yard Setback (a)	Minimum Rear Yard Setback (b)
Principal Buildings	Single detached dwelling	35'	25%	1 acre	140'	30' (c)	15'	15' **(g)**
	Group home	35'	25%	1 acre	140'	30' (c)	15'	15'
	Churches, schools, government and quasi-government buildings, golf courses, small day care center, and nursing, elderly and congregate care homes	35'	25%	1 acre	200'	30' (c)	15'	20'
	Major	35'	25%	N/A	N/A	30' (c)	15'	5'
	Minor	35'	25%	N/A	N/A	30' ~~(d)~~	15'	5'

		Maximum Height	Maximum Building Coverage	Minimum Lot Area (d)	Minimum Lot Width	Minimum Front Yard Setback	Minimum Side Yard Setback (a)	Minimum Rear Yard Setback (b)
Accessory Buildings (e)	Accessory dwelling unit, detached	25’	Floor area limited to 50% of principal, or 1,000 sf, whichever is less (f)	N/A	N/A	30’ (c)	15’	5’
All Other Uses		35'	25%	1 acre	140’	30’	15’	15’

Notes:

(a) Any side yard which abuts a public street shall have a minimum setback of thirty (30) feet for all structures.
(b) Any rear yard which abuts a public street shall have a minimum setback of thirty (30) feet for all structures, except where greater setbacks are specifically required.
(c) Front setbacks for single-unit dwelling structures on lots or portions of lots which abut cul-de-sacs may be reduced to ten (10) feet for those portions of lots which abut a cul-de-sac bulb. (See figure 26-123.3)
(d) Lots smaller than one (1) acre may be used only for residential purposes.
(e) See Section 26-625 for additional regulations pertaining to accessory buildings.
(f) See Section 26-646.B.3 for additional regulations and exceptions pertaining to the size and footprint of ADUs.
(g) Portions of single detached dwellings containing an attached accessory dwelling unit as defined in section 26-123 are permitted to have a five (5) foot setback.

Section 7. Section 26-305 of the Wheat Ridge Code of Laws, concerning specific development plan review procedures, is hereby amended as follows:

….

A. *Review procedure.*
   1. ….
   2. ….
   3. *Review and referral.* Upon receipt of a complete application packet the community development department shall proceed with the following process:
      a. ….
      b. After the review period, staff will give notice of scheduled public hearing(s) on the application **(if applicable)** with notice by publication, letter, and site posting in the manner provided in section 26-109.
      c. Staff will prepare a written report to the planning commission **(or the community development director if applicable)** which evaluates the proposal, makes findings, and makes recommendations using the review criteria set forth below in section 26-305.D.
   4. *Public hearing **and approval**.*
      a. *Subsequent review…*

ATTACHMENT 1

b. *Concurrent review…*

c. ***Qualifying affordable housing projects.*** **Pursuant to the review process chart in section 26-106, specific development plan applications for qualifying affordable housing projects are reviewed administratively by the community development director. The community development director shall make a decision to approve, approve with conditions, or deny the application, basing their decision upon application materials and in consideration of the criteria for review as specified in section 26-305.D.**

i. ***Appeal.*** **If the applicant objects to conditions placed on the approval or if the specific development plan is denied by the community development director, an appeal of the decision may be filed with the city clerk's office within ten (10) working days from the date of the director's decision, whereupon the specific development plan will be scheduled for a public hearing before planning commission in the manner provided in section 26-109.**

B. *Recording.* All approved specific development plans shall be recorded with the Jefferson County Clerk and Recorder. Such plans, and associated recording fees shall be submitted to the community development department within sixty (60) days of ~~council's~~ final action. Should a recordable approved specific development plan not be provided to staff within sixty (60) days of ~~council's~~ final action to approve, staff shall schedule a public hearing before ~~city council~~ **planning commission** and ~~city council~~ **planning commission** shall reconsider its approval. A one-time, thirty-day extension for mylar submittal may be requested from the community development director. The request must be submitted in writing prior to the expiration of the sixty-day time limit showing evidence of good cause for not meeting the deadline.

C. *Modifications or amendments.* See section 26-308.

D. *Criteria for review.* The **community development director,** planning commission**, or** ~~and~~ city council **(whichever is applicable)** shall base their decision in consideration of the extent to which the applicant demonstrates that all of the following criteria have been met:

1. ….

Section 8. Section 26-307 of the Wheat Ridge Code of Laws, concerning amendments to development plans, is hereby amended as follows:

A. ….

B. ….

C. *Specific development plan amendments.* ….

ATTACHMENT 1

1. *Administrative review.* The community development director may approve minor amendments to a specific development plan which, in the reasonable judgment of the community development director, do not affect neighboring properties or the overall character of the development. These may include variations to building orientation, parking lots, landscaping areas, architectural details, interior setbacks, and similar variations that meet the review criteria set forth below in section 26-308.C.3. **Additionally, the community development director may approve amendments to a specific development plan that includes or adds a qualifying affordable housing project, provided that the type of residential use proposed is permitted by the outline development plan.** Administratively approved amendments are not required to be recorded, but should be kept on file in the community development department.

…

Section 9. Safety Clause. The City of Wheat Ridge hereby finds, determines, and declares that this ordinance is promulgated under the general police power of the City of Wheat Ridge, that it is promulgated for the health, safety, and welfare of the public and that this ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 10. Severability, Conflicting Ordinances Repealed. If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected thereby. All other ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 11. Recording. This Ordinance shall be filed for record with the office of the Jefferson County Clerk and Recorder.

Section 12. Effective Date. This Ordinance shall take effect fifteen (15) days after final publication, as provided by Section 5.11 of the Charter.

INTRODUCED, READ, AND ADOPTED on first reading by a vote of 8 to 0 on this 9th day of March 2026, ordered published by title in the newspaper and in full on the City's website as provided by the Home Rule Charter, and Public Hearing and consideration on final passage set for March 23, 2026 at 6:30 p.m., as a virtual meeting and in the Council Chambers, 7500 West 29th Avenue, Wheat Ridge, Colorado.

READ, ADOPTED AND ORDERED PUBLISHED on second and final reading by a vote of ___ to ___, this 23rd day of March 2026.

ATTACHMENT 1

SIGNED by the Mayor on this _____ day of _____, 2026.

_____
Korey Stites, Mayor

ATTEST:

_____
Janeece Hoppe, City Clerk

Approved as to Form

_____
Gerald E. Dahl, City Attorney

First Publication: March 10, 2026
Second Publication: March 24, 2026
Effective Date: April 8, 2026
Jeffco Transcript and www.ci.wheatridge.co.us

ATTACHMENT 1

PLANNING COMMISSION
Draft Minutes of Meeting
February 19, 2026

CALL THE MEETING TO ORDER

The meeting was called to order by Vice Chair DISNEY at 6:30 p.m. This meeting was held in person and virtually, using Zoom video-teleconferencing technology.

1. ROLL CALL OF MEMBERS

Commission Members Present:	Kristine Disney Daniel Graeve Michael Moore Syrma Quinones Anna Sparks
Commission Members Absent:	Krista Holub
Staff Members Present:	Marianne Schilling, Deputy City Manager Jana Easley, Planning Manager Stephanie Stevens, Senior Planner (via Zoom) Scott Cutler, Senior Planner Tammy Odean, Recording Secretary

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2. PLEDGE OF ALLEGIANCE

3. APPROVE ORDER OF THE AGENDA

It was moved by consensus to approve the order of the agenda.

4. APPROVAL OF MINUTES – December 18, 2025

It was moved by Commissioner SPARKS and seconded by Commissioner MOORE to approve the minutes of December 18, 2025, as written. Motion approved 5-0.

5. PUBLIC FORUM (This is the time for any person to speak on any subject not appearing on the agenda.)

No one wished to speak at this time.

6. PUBLIC HEARING

~~Motion approved 5-0.~~

B. **Case No. ZOA-26-2:** An Ordinance supporting compliance with state legislation regarding housing-supportive code amendments to remain eligible for state funding opportunities.

Vice Chair DISNEY opened the public hearing.

Mr. Cutler gave a short presentation and background regarding the ordinance. He added that the city recently received a $4.5 million Transit Oriented Communities Infrastructure (TOCI) grant from the Colorado Energy Office because of compliance. To remain competitive, the city recognizes two changes need to be made in the zoning code: one related to ADUs and one related to expedited review for affordable housing.

Public Comment

No one wished to speak at this time.

Commissioner QUINONES stated she did not understand what opposition there could be to the administrative site plan review, as it appears the review process will be expedited, and she does not see the risk.

Mr. Cutler responded that there could be a situation where the Planning Commission wants to retain their right to vote on something. However, if a project meets zoning requirements, staff will recommend approval. Removing that risk and length of time from the process is why staff recommend this.

In response to a question from Commissioner GRAEVE about the TOCI grant, Ms. Easley explained that the city applied for the TOCI grant on behalf of Foothills Regional Housing for their Ridge Road project at the old Ridge Home site. Project costs have significantly increased, first with unexpected remediation that exceeded expectations cost-wise. The TOCI grant will help with public infrastructure around the perimeter of the site, including sidewalks, main lines for utilities, and most everything going into the right-of-way. It will also help cover the cost of the intersection at Miller and Ridge Road, where the signal will have to move slightly, which will drive up costs significantly. The city is fortunate to have been awarded this grant to ensure the project does not fall apart due to financial infeasibility and to ensure the success of this affordable housing project.

Commissioner GRAEVE acknowledged that the city has been quite proactive in anticipating and responding to state-level changes regarding housing and transit, which have been disruptive for many communities. He

DRAFT

found Wheat Ridge's can-do and proactive attitude refreshing, making the city appear forward-looking, and he appreciated it.

Commissioner SPARKS stated she would not want the city to miss out on millions of dollars from state grants in the future. If this is what the state wishes, even though it takes away some authority from the commission, and if it makes sense to the state, it makes sense to her.

Vice Chair DISNEY close the public hearing.

It was moved by Commissioner MOORE and seconded by Commissioner QUINONES to recommend approval of the proposed ordinance amending Chapter 26 of the Wheat Ridge Code of Laws supporting compliance with state legislation regarding housing supportive code amendments to remain eligible for state funding opportunities.

Commissioner MOORE stated he wanted to thank staff for the presentation and work. He was excited about what's happening at Ridge Road.

Motion carried 5-0.

C. **Case No. ZOA-26-3:** An Ordinance amending the Wheat Ridge Municipal Code to impose zoning limitations on the keeping of small animals.

Vice Chair DISNEY opened the public hearing.

Ms. Schilling gave a short presentation regarding the ordinance.

Public Comment

No one wished to speak at this time.

Commissioner SPARKS asked about the system to help with roosters, similar to the system for barking dogs.

Ms. Schilling explained that they are called "crow collars" and help with noise mitigation as best they can. Community service officers treat roosters similarly to barking dogs, where it's not necessarily always a noise violation but rather an expectation of reasonability regarding what you can expect from crowing or barking.

Commissioner QUINONES asked if there are individuals in residential areas on less than one acre with more than one rooster.

DRAFT

ITEM NUMBER: 3
DATE: March 23, 2026

REQUEST FOR CITY COUNCIL ACTION

COUNCIL BILL NO. 06-2026

TITLE: AN ORDINANCE APPROVING THE SALE OF CITY-OWNED REAL PROPERTY AND IN CONNECTION THEREWITH, AUTHORIZING EXECUTION OF A PURCHASE AND SALE AGREEMENT

☒PUBLIC HEARING
☐BIDS/MOTIONS
☐RESOLUTIONS
☐ORDINANCES FOR 1st READING
☒ORDINANCES FOR 2nd READING

QUASI-JUDICIAL ☐YES ☒NO

ISSUE:

The purpose of this action is to request City Council approval for the sale of approximately 0.31 acres of City-owned real property located at 3805 Wadsworth Boulevard to HCA-HealthONE LLC for a purchase price of $422,500. Approval of this ordinance will also authorize the execution of a Purchase and Sale Agreement (PSA) and associated closing documents.

PRIOR ACTION:

The City purchased the property located at 3805 Wadsworth Boulevard in 2020.

City Council approved this ordinance on first reading on March 9, 2026. A motion was made by Councilmember Ohm and seconded by Councilmember Snell and approved by a vote of 8 to 0.

FINANCIAL IMPACT:

The sale will result in one-time revenue of $422,500 to the City. Per the PSA the City will be responsible for costs related to title examination, the title premium, preparation of the deed, and one-half of the escrow agent's fees. The buyer will cover costs for the survey, platting, and subdivision.

The City purchased the property for a total of $1.5 million. The building at that time was valued at $790,300 and the land was valued at $589,700 which consisted of approximately 18,000 square feet. The City also paid a $120,000 additional settlement amount to encourage the property owner to close early on the property. Approximately

9,000 square feet of the property was carved off for Wadsworth right-of-way. An appraisal of the remaining remanent parcel in 2021 valued the land at $425,000.

BACKGROUND:

The subject property, originally occupied by Midas, consists of approximately 0.31 acres of land located at 3805 Wadsworth Boulevard. The City acquired this parcel in connection with the Improve Wadsworth project. Following the advancement of that project, the City has identified this specific land as excess property that is no longer required for municipal operations. It is important to note that the land has never been acquired for, nor is it currently designated as, park land.

Section 16.5 of the Wheat Ridge City Charter requires the sale or disposal of any City-owned real property (excluding designated park land) via approval through ordinance. Furthermore, such an ordinance must be approved by three-quarters of the entire City Council to be valid.

The proposed buyer, HCA-HealthONE LLC, has entered into this agreement as part of a broader real estate strategy in the immediate area. A critical component of this background is that the Buyer's obligation to finalize this purchase is contingent upon them successfully entering into acceptable purchase and sale agreements for two adjacent properties:

7615 W. 38th St. (known as the "Wilmore Property").

3815 Wadsworth Boulevard. (known as "Risas Dental").

The Buyer is currently in a due diligence phase, which includes a 90-day Inspection Period to conduct engineering studies, soil tests, and environmental investigations to ensure the property is suitable for their intended use.

The City has negotiated a purchase price of $422,500, with the property being sold in its "AS-IS, WHERE-IS" condition, meaning the City makes no warranties regarding its suitability for the Buyer's specific purposes. If the Council approves the ordinance, the Mayor, City Clerk, and City Manager will be authorized to execute the PSA and all associated closing documents. The closing is expected to occur within 30 days following the expiration of the inspection period and the satisfaction of all other conditions precedent.

RECOMMENDATIONS:

Staff recommend approval of Council Bill No. 06-2026.

RECOMMENDED MOTION:

"I move to approve Council Bill No. 06-2026, an ordinance approving the sale of City-owned real property and in connection therewith, authorizing execution of a purchase and

sale agreement, and that it take effect 15 days after final publication as required by the charter."

Or,

"I move to postpone indefinitely Council Bill No. 06-2026, an ordinance approving the sale of City-owned real property and in connection therewith, authorizing execution of a purchase and sale agreement for the following reason(s)."

REPORT PREPARED/REVIEWED BY:

Gerald Dahl, City Attorney
Patrick Goff, City Manager

ATTACHMENTS:

1. Council Bill No. 06-2026
2. Exhibit 1 – Purchase and Sale Agreement

CITY OF WHEAT RIDGE, COLORADO
INTRODUCED BY COUNCIL MEMBER OHM
Council Bill No. 06
Ordinance No. 1839
Series 2026

TITLE: AN ORDINANCE APPROVING THE SALE OF CITY-OWNED REAL PROPERTY AND IN CONNECTION THEREWITH, AUTHORIZING EXECUTION OF A PURCHASE AND SALE AGREEMENT

WHEREAS, the City of Wheat Ridge, Colorado ("City") owns certain real property within the City at the intersection of West 38th Avenue and Wadsworth Blvd. (the "Property"); and

WHEREAS, pursuant to Wheat Ridge City Charter Section 16.5, the approval by three-quarters of the entire City Council, by ordinance, is necessary to sell or dispose of real property not designated as park land; and

WHEREAS, the Council finds that the Property is excess property acquired in connection with the Improve Wadsworth project and was not acquired for nor is it designated as park land; and

WHEREAS, the City Council therefore desires to approve the sale of the Property to HCA-HealthONE LLC and to approve the execution of a Purchase and Sale Agreement in connection therewith.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WHEAT RIDGE, COLORADO:

Section 1. Sale of Property approved. Pursuant to Charter Section 16.5, the City Council hereby approves the sale of the Property to HCA-HealthONE LLC for a purchase price of $422,500, and which property is more particularly described in **Exhibit 1**, attached hereto and incorporated herein by this reference.

Section 2. Approved agreement. In connection with the sale of real property approved by Section 1 above, the City Council hereby authorizes and directs the Mayor, City Clerk and City Manager to execute a purchase and sale agreement and associated documents, in form approved by the City Attorney.

Section 3. Severability, Conflicting ordinances repealed. If any section, subsection or clause of this Ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall

not be affected thereby. All other ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 5. Effective date. This Ordinance shall take effect fifteen (15) days after final publication, as provided by Section 5.11 of the Charter.

INTRODUCED, READ, AND ADOPTED on first reading by a vote of 8 to 0 on this 9th day of March 2026, ordered published by title in a newspaper of general circulation in the City of Wheat Ridge and in full on the City's website, and Public Hearing and consideration on final passage set for March 23, 2026 at 6:30 p.m., in the Council Chambers, 7500 West 29th Avenue, Wheat Ridge, Colorado.

READ, ADOPTED AND ORDERED PUBLISHED on second and final reading by a vote of ___ to ____this _____ day of _____, 2026.

SIGNED by the Mayor on this _____ day of _____, 2026.

_____
Korey Stites, Mayor

ATTEST:

_____
Janeece Hoppe, City Clerk

Approved as to Form

_____
Gerald E. Dahl, City Attorney

First Publication: March 10, 2026
Second Publication: March 24, 2026
Jeffco Transcript
Effective Date: April 8, 2026

EXHIBIT 1

REAL ESTATE PURCHASE AND SALE AGREEMENT

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this "**Agreement**") made on the "Agreement Date" (as defined in Section 15) between the City of Wheat Ridge, Colorado ("**Seller**") and HCA-HealthONE LLC, a Colorado limited liability company, or its assigns ("**Buyer**").

WITNESSETH

WHEREAS, Seller is the owner of certain real property comprised of approximately 0.31 acres of land located at 3805 Wadsworth Boulevard, Wheat Ridge, Jefferson County, Colorado, as is more particularly described on Exhibit A attached hereto and made a part hereof, being Tax Parcel No. 39-233-00-062 (the "**Land**"), which, together with all improvements located on the land and any and all rights and appurtenances pertaining to the Land, including without limitation any and all water, oil, gas and mineral rights appurtenances, are hereinafter collectively referred to as the "**Property**"); and

WHEREAS, Seller desires and agrees to sell the Property to Buyer and Buyer desires and agrees to purchase the Property from Seller, pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties, Seller and Buyer agree as follows:

AGREEMENT

1. **Purchase Price**. The purchase price for the Property is Four Hundred Twenty-Two Thousand Five Hundred and No/100 Dollars ($422,500.00) (the "**Purchase Price**"), payable as follows:

(a) the sum of Fifty Thousand and No/100 Dollars ($50,000.00) payable by wire transfer to Stewart Title Guaranty Company - National Commercial Services, 55 Madison Street, Suite 400, Denver, Colorado 80206, Attention: Carma Weymouth ("**Escrow Agent**"), as an earnest money deposit for the Property (the "**Earnest Money**" or the "**Deposit**") to be paid within ten (10) business days after the full execution and delivery of this Agreement by Seller and Buyer, to be held by the Escrow Agent in accordance with this Agreement.

(b) the balance of the Purchase Price will be paid at the closing of the sale of the Property and delivery of Seller's Deed (the "**Closing**").

2. **Seller's Deed**. Upon payment of the Purchase Price, Seller will execute and deliver to Buyer its recordable and transferable special warranty deed (the "**Deed**"), conveying to Buyer or its nominee, good, record and marketable title to the Property, in fee simple, free and clear of all liens, encumbrances, covenants, restrictions, easements, rights of way, claims, rights and other matters whatsoever, except the following ("**Permitted Exceptions**"):

(i) All matters set forth on the Title Commitment to be obtained by Buyer pursuant to Section 6 hereof which have been accepted by Buyer or deemed accepted, subject to Buyer's right to terminate this Agreement as provided in Section 6;

(ii) zoning and building laws of record; and

(iii) ad valorem real estate taxes and assessments for public improvements not then due and payable.

3. **Seller's Representations and Warranties**. Seller hereby represents and warrants to Buyer as of the Agreement Date and as of the Closing Date (as defined in Section 8), and hereby agrees with Buyer that with respect to the Property:

(a) Seller is the sole owner of the Property. This Agreement and all documents executed by Seller which are to be delivered to Buyer at the Closing are or at the time of delivery will be duly authorized, executed, and delivered by Seller and are or at the time of delivery will be legal, valid, and binding obligations of Seller, and do not and at the Closing will not violate any provisions of any agreement to which Seller is a party or to which it is subject.

(b) Seller has not received, and Seller has no knowledge of, written notice of any condemnation proceedings or proceedings for change of grade of any street affecting the Property or improvement of any street or sidewalk abutting the Property currently threatened or pending.

(c) There are no leases or occupancy agreements of any kind affecting all or any part of the Property and there will be no written promises, understandings, agreements or commitments between Seller, and any person concerning the sale, conveyance, lease, or occupancy of any interest in the Property or any part thereof.

(d) Seller has not received, and Seller has no knowledge of, written notice of any pending or threatened actions, suits or proceedings against or affecting the Property or any portion thereof or relating to or arising out of the ownership of the Property.

(e) At Closing, Seller will deliver to Buyer a satisfactory written certificate complying under the Foreign Investment in Real Property Act and the regulations thereunder ("**FIRPTA**"), certifying that Seller is neither a foreign person nor subject to withholding under FIRPTA, and containing Seller's tax identification or social security number and address. Seller has not received, and Seller has no knowledge of, written notice of any attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under any other debtor relief laws contemplated or pending or threatened against Seller or the Property.

(f) To the best of Seller's knowledge without any special investigation, , the Property does not contain any environmentally sensitive species, wetlands or environmentally sensitive lands.

(g) Buyer acknowledges and agrees that it is purchasing the Property in its AS-IS, WHERE-IS CONDITION, WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN THE DEED CONVEYING THE PROPERTY TO BUYER. Buyer hereby acknowledges that it is familiar with the Property and has determined that it is suitable for its intended purposes and that the opportunity to inspect the Property provided herein is sufficient for Buyer to obtain whatever information regarding the environmental condition of the Property that Buyer may deem necessary. Nothing contained in this Section 3 shall alter or restrict the warranties of Seller contained in this Agreement or the warranties of title contained in the Deed to be delivered by Seller to Buyer at the Closing.

(i) Seller acknowledges and agrees that the representations and warranties set forth above are and will be relied upon by Buyer in connection with any and all transactions contemplated in this Agreement. All representations and warranties made by Seller in this Agreement are true and correct on the date made. At the Closing, Seller will deliver to Buyer a certificate executed on behalf of Seller reasonably acceptable to Buyer certifying that such representations and warranties are true and correct on and as of the Closing Date (as defined herein).

4. **Approval of Property**.

(a) Commencing on the Agreement Date and continuing until 11:59 pm, Mountain Time, on the date that is ninety (90) days after the date upon which Seller has delivered all of "Seller's Information" (as defined below) to Buyer and has confirmed same in writing to Buyer (as hereinafter defined (the "**Inspection Period**")), Seller will afford Buyer and its representatives a continuing right to inspect the Property and to enter upon the Property and conduct engineering studies, soil and subsoil tests and make surveys at reasonable hours, and to conduct feasibility studies to determine if the Property is suitable for Buyer's intended use and if it is economically feasible to use and operate the Property for such purposes. Buyer will indemnify and hold Seller harmless from and against any loss, claim or liability, including all court costs and reasonable attorney fees through any appeal, arising or resulting from any physical damage to the Property or injuries to persons or property resulting from the inspections made by Buyer or Buyer's agents or representatives. If for any reason, or no reason, in Buyer's sole and absolute discretion, Buyer is not satisfied with the Property in any respect, or Buyer determines in its sole and absolute discretion that (i) the Property is not suitable for Buyer's intended use, (ii) it is not economically or financially feasible to use and operate the Property for Buyer's intended use, (iii) for any other reason the Property will not fully satisfy Buyer's needs, or (iv) Buyer will not proceed with the purchase of the Property for any reason or no reason, then Buyer may terminate this Agreement by delivering written notice to Seller at any time on or before the expiration of the Inspection Period.

(b) If Buyer terminates this Agreement pursuant to this Section 4 before the expiration of the Inspection Period, as it may extended, the Deposit will be refunded to the Buyer by the Escrow Agent, minus the Independent Consideration to be paid to Seller. If Buyer closes on the purchase of the Property, the Deposit, together with any interest earned thereon, if any, will be applied to payment of the Purchase Price at Closing. In the event the transaction contemplated by

this Agreement is not consummated, Buyer, at its sole cost and expense, will restore the Property, as nearly as reasonably possible, to its condition prior to Buyer's tests and inspections if changed solely due to such tests and inspections. Seller will have no right to rescind or terminate this Agreement in the event that any of the conditions set forth in this Section 4 are not satisfied, all of which are for Buyer's sole benefit and may be waived by Buyer in its sole discretion.

(c) Within seven (7) days following the Agreement Date, Seller will deliver to Buyer for examination: environmental studies; previous surveys; architectural drawings; engineering studies; copies of paid tax receipts; any materials affecting use; any materials affecting the Property; true, complete and correct copies of all leases and related addendum and amendments, rent rolls, tenant summaries, arrearages and access to all tenant files of every kind, etc.; copies of all vendor contracts, including leasing and property management contracts; and other materials as may be reasonably requested by Buyer and Buyer's counsel (collectively, "**Seller's Information**").

5. **Conditions Precedent to Obligations of Buyer**. The obligation of Buyer to consummate the transactions contemplated by this Agreement is subject to the satisfaction of the following conditions precedent:

(a) Performance. Seller shall have performed or observed all of its material obligations under this Agreement, including, without limitation, delivery of all documents and instruments required to be delivered by Seller pursuant to this Agreement.

(b) Representations and Warranties. The representations and warranties of Seller contained in this Agreement shall be true, correct and accurate on the Closing Date in all material respects.

(c) Title. The Title Company shall have committed to issue the title policy, subject only to the Permitted Exceptions.

(d) Additional Property. Buyer will have entered into purchase and sale agreements on terms acceptable to Buyer for the purchase of both (A) that certain real property, improvements and interests located at 7615 W. 38th St., Wheat Ridge, Colorado (collectively, the "Wilmore Property") and (B) that certain real property, improvements and interests located at 3815 Wadsworth Boulevard, Wheat Ridge, Colorado (collectively, the "3815 Wadsworth Property"); and (ii) Buyer and the respective sellers under the agreements for the Wilmore Property and the 3815 Wadsworth Property are prepared and ready to close the sale and purchase of the Wilmore Property and the 3815 Wadsworth Property.

If any of the foregoing conditions are not satisfied on the Closing Date, Buyer shall have the right to (i) terminate this Agreement by written notice given to Seller, whereupon Seller shall cause the Title Company to return the Deposit to Buyer, together with any accrued interest thereon, and neither party shall have any further obligations hereunder except as otherwise expressly specified herein, or (ii) at Buyer's sole option, waive any unsatisfied condition and consummate the transactions contemplated hereby, or (iii) if any of the conditions set forth in Section 5(d) are

not satisfied by the Closing Date set forth below in Section 8, Buyer may extend the Closing for an additional period of sixty (60) days. Seller will have no right to rescind or terminate this Agreement in the event that any of the conditions set forth in this Section 5 are not satisfied, all of which are for Buyer's sole benefit and may be waived by Buyer in its sole discretion.

6. **Title Insurance**.

(a) Promptly after the Agreement Date, Buyer will obtain a current commitment for an owner's policy of title insurance ("**Title Commitment**") from Stewart Title Guaranty Company (the "**Title Company**"). If the Title Commitment shows that Seller does not have good, record and marketable indefeasible, fee simple title to the Property, or that there are any defects, liens or encumbrances or any other matters which are not acceptable to Buyer as shown on the Title Commitment or the "Survey" (as defined below), Buyer will notify Seller before the expiration of the Inspection Period, as it may be extended. By not later than twenty (20)days after receipt of notice of such title objections (the "**Cure Period**"), Seller will have taken and completed all actions as are necessary to (A) render the title to the Property marketable and in accordance with the foregoing requirements and/or (B) remove any such defects, liens and encumbrances, except any Monetary Liens (as hereinafter defined) which Seller will pay at Closing and provide Buyer satisfactory evidence of payment and release. If Seller fails or elects not to cure such objection within the Cure Period to (a) eliminate any such defects, liens and encumbrances, and (b) obtain an endorsement deleting such matters as exceptions in the Title Commitment and the title policy, or elects not to take any such action within the Cure Period, Buyer will have the option to accept the status of the title subject to such defects, liens or encumbrances and other matters and proceed with this Agreement, or give Seller written notice of termination on or before the date five (5) business days after expiration of the Cure Period, in which event this Agreement will terminate and Buyer and Seller will be released of all liabilities and obligations under this Agreement subject to Section 13(b); provided, however that the indemnity obligations of the parties under this Agreement will survive termination. In the event Buyer timely terminates this Agreement pursuant to this Section 6(a), the Deposit shall be returned to Buyer along with all interest earned thereon (if any), less the Independent Consideration.

(b) As a condition to Buyer's obligation to close, on or before the date five (5) business days after expiration of the Cure Period, Buyer and its counsel will have approved (i) all matters shown on any survey which Buyer will obtain under Section 8 hereof; (ii) the condition of title to the Property and (iii) a pro forma of the owner's title insurance policy, to be delivered pursuant to this Section 6. If the condition set forth in the preceding sentence is not satisfied, Buyer may terminate its obligations under this Agreement and will be released of all further liability hereunder; provided, however, that the indemnity obligations of the parties under this Agreement will survive the termination of this Agreement. If Buyer does not provide such written notice on or before the date five (5) days after expiration of the Cure Period, Buyer will be deemed to have waived such condition. If this Agreement is terminated in accordance with any provision of this Section 6, then the Escrow Agent will deliver the Deposit, together with any interest earned thereon, if any, to Buyer, minus the Independent Consideration to be delivered to Seller, and Buyer and Seller will be released of all liability hereunder; provided, however, the indemnity obligations of the parties under this Agreement will survive such termination.

(c) Notwithstanding the foregoing, if the basis of Buyer's objection to Seller's title are any mortgages, judgments, debts, security interests, liens, encumbrances, tax or assessment liens or obligations imposed against Seller (other than those which are Permitted Exceptions or are created or incurred as a consequence of the acts or omissions of Buyer) (which matters are collectively hereinafter referred to as "**Monetary Liens**"), the provisions of this Section 6 will not apply and Seller will obtain and deliver at the Closing all instruments as may be necessary to secure full discharge of all Monetary Liens and to release them of record, and will cause the Title Company to issue the policy referred to in the Title Commitment without exception for any such Monetary Liens. If Seller so desires, all or a part of the net proceeds payable to Seller at the Closing may be applied to payment of such Monetary Liens at the Closing.

7. **Survey**. Buyer will obtain a survey of the Property (the "**Survey**") prepared by a Colorado-licensed surveyor to be selected by Buyer, which will delineate and monument the exact boundary lines of the Property and will be sufficient for the Title Company to delete the general survey exception from the Title Commitment. Buyer will notify Seller of any objections to survey matters as set forth above in Section 6(a).

8. **Closing Date; Closing Costs**. If Buyer has not terminated this Agreement in accordance with Sections 4, 5 or 6 above, then delivery of Seller's Deed and all other closing documents to be delivered by Seller to Buyer and payment of the balance of the Purchase Price in accordance with the provisions of Section 1 hereof, will be made on a date mutually acceptable to the parties, but in no event later than the date (the "**Closing Date**") that is the later of (i) thirty (30) days following the expiration of the Inspection Period, as it may be extended, or (ii) ten (10) days after all of the conditions precedent for Buyer's benefit set forth in Sections 4, 5 and 6 of this Agreement have been satisfied or waived or deemed waived by Buyer. The parties will close the purchase of the Property as a mail away escrow closing coordinated by Escrow Agent. Seller will pay all costs and expenses for title examination, title premium (other than the cost of revising the survey exception or the cost of any endorsements requested by Buyer), preparation of the Deed, transfer taxes, one-half of Escrow Agent's fees, recording charges and other expenses incurred in recording any documents necessary to remove any Monetary Liens, Seller's attorney's fees and any other costs necessary for Seller to perform its obligations under this Agreement. Buyer will pay all costs and expenses for its own attorney's fees, recording costs and documentary stamps on the Deed, the cost of preparing the Survey, the costs of platting and subdivision of the Property, the costs of amending the survey exception or obtaining endorsements to the title policy, one-half of Escrow Agent's fees and any other costs necessary for Buyer to perform its obligations under this Agreement.

9. **Possession**. Exclusive possession of the Property will be given to Buyer on the Closing Date.

10. **Real Estate Taxes**. Prior to the Closing, Seller will pay all real estate taxes which became a lien prior to the calendar year of the Closing and all assessments for public improvements, general and special. The real property taxes and assessments on the Property for the calendar year of the Closing will be prorated (based on a 365-day year) as of the date of Closing in accordance with the custom of the County in which the Land is located, and such proration shall be a final settlement. If the taxes to be prorated cannot be determined, an adjustment for prorated real estate taxes will be made by agreement of the parties based on the principle of proration stated in the

preceding sentence. If the Property has been assessed for ad valorem real estate tax purposes at such rates (by exemption or otherwise) as would result in additional taxes being due in connection with the change in ownership of the Property or a subsequent change in the use of the Property, Buyer agrees to pay and be responsible for all such taxes by their due date. The provisions of this paragraph will survive the Closing.

11. **Access to Property and Seller's Cooperation**. At all times prior to the Closing, Buyer will have the right to enter upon the Property for the purposes of conducting soil tests, environmental and engineering studies and investigations, surveys, planning and other testing and exploration work necessary or appropriate to formulate plans for Buyer's intended use. Buyer shall indemnify and hold the Seller harmless for any liability and damage to persons or property arising out of Buyer's exercise of the rights granted by this Section 11.

12. **Notices**. Any notice or other writing required or permitted to be given to a party under this Agreement will be given in writing and will be (i) delivered by hand or (ii) delivered through the United States mail, postage prepaid, certified, return receipt requested, or (iii) delivered through or by UPS, Federal Express, or other expedient mail or package service, addressed to the parties at the addresses set forth below. Any notice or demand that may be given hereunder will be deemed complete; (a) upon depositing any such notice or demand in the United States mail with proper postage affixed thereof, certified, return receipt requested; (b) upon depositing any such notice or demand with UPS, Federal Express, or other expedient mail or package delivery, or (c) upon hand delivery to the appropriate address as herein provided. Any party hereto may change said address by notice in writing to the other parties in the manner herein provided. The appropriate address for notice hereunder will be the following:

Seller:	City of Wheat Ridge 7500 W. 29th Avenue Wheat Ridge, CO 80033 Attn: Patrick Goff
With a copy to:	Gerald Dahl Murray Dahl Beery & Renaud 710 Kipling St Lakewood CO 80215
Buyer:	HCA-HealthONE LLC 2545 Park Plaza Nashville, TN 37203 Attn: Vice President, Corporate Real Estate
With a copy to:	Holland & Knight LLP 511 Union Street, Suite 2700 Nashville, Tennessee 37219 Attention: Carla F. Fenswick

13. **Remedies**.

(a) If Seller defaults in any material respect in the performance of any of the Seller's obligations under this Agreement for any reason other than the Buyer's default, then Buyer will have the right to terminate this Agreement by delivering written notice thereof to Seller and Escrow Agent, in which event Buyer will have the sole remedy to (i) a refund of the Deposit from Escrow Agent, minus the Independent Consideration, or (ii) seek specific performance of this Agreement.

(b) If Buyer defaults in any material respect in the performance of any of the Buyer's obligations under this Agreement for any reason other than the Seller's default, then Seller's sole and exclusive remedy will be to terminate this Agreement by delivering written notice thereof to Buyer and Escrow Agent, in which event Escrow Agent will pay the Deposit to Seller as full and agreed upon liquidated damages, the parties hereby agreeing that such sum constitutes the parties' reasonable estimate of the damages which Seller would sustain on account of such default by Buyer, that the damages are uncertain and difficult to estimate, and therefore the parties hereby fix such amount as liquidated damages. Seller will not be entitled to seek specific performance of Buyer's obligations or any other damages.

14. **Brokers**. Seller and Buyer each represents and warrants to the other that it has not engaged or dealt with any brokers or finders in connection with the transactions described in this Agreement, other than RMI Healthcare Real Estate Advisor, which represents Buyer ("**Buyer's Broker**"). Seller and Buyer will each indemnify and hold the other party harmless from and against any claim, liability, loss or damage resulting from the indemnifying party's breach of the foregoing representation and warranty.

15. **Agreement Date**. The "**Agreement Date**" will mean the date on which this Agreement is executed by the last party to sign this Agreement.

16. **Entire Agreement**. This Agreement constitutes the entire agreement between Seller and Buyer and no amendment or modification of this Agreement may be made except by an instrument in writing signed by all parties.

17. **Venue**. The interpretation and enforcement of this Agreement will be governed by and construed in accordance with the laws of the State of Colorado without regard to its conflicts of law rules. Venue for any judicial proceeding involving this Agreement will be in the County in which the Land is located, both Seller and Buyer specifically waiving privilege of venue.

18. **Waiver of Jury Trial**. In the event of any action or proceeding, (including without limitation, any claim, counterclaim, cross-claim or third party claim) arising out of or, relating to this Agreement, or the transaction contemplated by this Agreement (i) the prevailing party will be entitled to recover all of its costs and expenses, including a reasonable attorneys' fees and costs, and (ii) a court will determine all issues of law and fact, a jury trial being expressly waived.

19. **Time of the Essence**. Time is declared to be of the essence of this Agreement.

20. **Miscellaneous.**

(a) Upon execution and delivery of this Agreement by Buyer and Seller to the other party, this Agreement will constitute a binding contract between Seller and Buyer and will be binding upon and inure to the benefit of the respective successors and assigns of Seller and Buyer. Notwithstanding any provision set forth in this Agreement to the contrary, Buyer may at any time prior to Closing assign, in whole or in part, its rights under this Agreement to a third party assignee affiliated with Buyer, with Seller's consent, which consent will not be unreasonably withhold, conditioned or delay; provided Buyer will not be released from liabilities arising under this Agreement. Seller may assign its rights to receive the proceeds of sale, subject to the terms of this Agreement, to a third party; but Seller will not convey any interest in the Property nor will Seller delegate any of its duties or obligations under this Agreement regarding the Property without Buyer's written consent only so long as this Agreement is still an active agreement. Promptly after any such assignment(s) by Buyer, Buyer will furnish Seller with an executed copy of the assignment and thereafter the word "Buyer" as used in this Agreement will be deemed to mean the assignee(s) under such assignment, provided Buyer will not be released from liabilities arising under this Agreement.

(b) In the event any one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

(c) Neither this Agreement nor any memorandum or other summary of this Agreement will be placed of public record under any circumstances.

(d) This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which when taken together will constitute one and the same instrument.

(e) Business Day. Should any due date for notice or any other action that may or is required to be taken hereunder fall on a Saturday, Sunday or legal holiday, then such due date will be automatically extended until the first business day following such Saturday, Sunday or legal holiday.

21. **No Offer**. The presentation of this Agreement for review by Seller does not constitute an offer on the part of Buyer to enter into the transactions described herein and this Agreement will become effective and legally binding only when it has been signed by a duly authorized officer or representative of each of the parties and delivered to the other party.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Agreement Date.

SELLER:

City of Wheat Ridge, Colorado

By:_____

Korey Stites

Mayor

Date:_____, 2026

BUYER:

HCA-HealthONE LLC, a Colorado limited liability company

By:_____

Name:_____

Title:_____

Date:_____, 2026

ESCROW AGENT

The undersigned joins herein for the purpose of agreeing to serve as Escrow Agent, subject to the provisions of this Agreement.

ESCROW AGENT:

Stewart Title Guaranty Company

By:_____

Name:_____

Title:_____

Date:_____, 2026

EXHIBIT A
TO REAL ESTATE PURCHASE AND SALE AGREEMENT

THE LAND

Legal Description **Help**

Subdivision
No Subdivision on Record
Parcel Map
Map

Interactive Map
Aspin
Interactive Map
jMap

Block	Lot	Tract	Section	Township	Range	QSection	Land SQFT	Land Acres
		201	23	03	69	SW	13,565	0.311

ITEM NUMBER: 4
DATE: March 23, 2026

REQUEST FOR CITY COUNCIL ACTION

COUNCIL BILL NO. 07-2026

TITLE: AN ORDINANCE AMENDING THE WHEAT RIDGE MUNICIPAL CODE CONCERNING ANIMAL WELFARE AND REGULATIONS FOR THE SAME

☐PUBLIC HEARING
☐BIDS/MOTIONS
☐RESOLUTIONS
☒ORDINANCES FOR 1st READING
☐ORDINANCES FOR 2nd READING

QUASI-JUDICIAL ☐YES ☒NO

ISSUE:

Several sections of the City's animal code are outdated, inconsistent, confusing, or do not reflect current needs or practices. As such, Staff propose several amendments to the Wheat Ridge Animal and Land Use Code for City Council's consideration.

PRIOR ACTION:

- June 2, 2025: the City Council held a Study Session to review several proposed amendments to the City's animal code, aimed at clarifying language, aligning with best practices, and keeping pace with peer cities. Council discussed many of these items and directed staff to return with the remaining amendments and additional considerations.
- September 15, 2025: Council reconvened to address those outstanding issues. This ordinance reflects the guidance provided by Council at both meetings.
- February 19, 2026: Planning Commission recommended approval of the proposed changes to Chapter 26 of the Wheat Ridge Code of Laws concerning the keeping of small animals by a vote of 5 to 0 on February 19, 2026.

FINANCIAL IMPACT:

No impact.

BACKGROUND:

The City of Wheat Ridge's Municipal Code defines the manner and method by which animals may be kept within the community and it establishes regulations to safeguard residents and public safety. As such, Council Bill No. 07-2026 makes the following changes to Chapter 2: Administration, Chapter 4: Animals, and Chapter 26: Zoning and Development of the Wheat Ridge Code of Laws.

Chapter 2

Section 2-80: Purpose, scope

This section reflects the addition of procedural language as well as the inclusion of Chapter 4: Animals to the administrative scope of the article.

Chapter 4

Section 4-1: Vicious Animal, Dangerous Dog, and Aggressive Dog Definitions:

Currently, the animal code includes definitions for vicious animals, aggressive dogs, and dangerous dogs. This amendment consolidates those categories into aggressive animals and dangerous animals to improve clarity and ensure consistent treatment across different animal species.

Section 4-8: Animal at Large

Currently, the "animal at large" provisions apply only to dogs. This amendment extends these regulations to all animals, excluding domestic housecats, and clarifies that animals remaining on their owner's property are not considered at large.

Section 4-8: Off-Leash Dog Park Regulations

Currently, violations of off-leash dog park regulations are treated as criminal offenses. This amendment deletes the relevant clause in Chapter 4, allowing such violations to be addressed solely as civil offenses. This amendment also provides clarity to allow all off-leash regulations to live entirely within Chapter 17: Parks and Recreation.

Section 4-10: Owners Required to Report Bites

Currently, the City of Wheat Ridge does not require animal owners to report when their animal bites a person. This amendment requires that bites breaking the skin be reported to the City within 48 hours, aligning with best practices for rabies control.

Section 4-10: Rabies Quarantine Vaccinations

Animals that bite a person are required to be placed under quarantine for ten days to monitor for signs of rabies. However, the code does not currently prohibit an owner

from obtaining a rabies vaccination for an animal during the quarantine period. This amendment establishes such a prohibition, as vaccination during quarantine could interfere with the rabies evaluation process.

Section 4-10: Rabies Outbreak Powers

Currently, in the event of a rabies outbreak, the Mayor is authorized to impose strict regulations on animals within the City limits. This authority has never been exercised in practice. This ordinance amends the code to remove this provision, so that any emergency declarations or regulatory actions related to rabies would instead follow the City's standard health and safety emergency procedures, which defer to county public health officials.

Section 4-11: Unsafe Transport of Animals

The code is amended to define transporting an animal in a motor vehicle or trailer without appropriate safety restraints, sufficient to prevent the animal from falling or jumping from a moving vehicle in a public place, as a form of animal cruelty.

Section 4-11: Animals Exposed to Extreme Temperatures in Vehicles

Currently, the code does not explicitly prohibit leaving animals unattended in vehicles without adequate ventilation or in extreme temperatures. Although City law enforcement may address such situations under state law, this amendment establishes the conduct as a form of animal cruelty under the City's code and authorizes law enforcement to immediately enter and inspect the vehicle to rescue an endangered animal.

Section 4-14: Reptiles, Amphibians, and Insects in the City of Wheat Ridge

Currently, Section 4-14(d) prohibits the keeping of amphibians, reptiles, and insects. This amendment revises the section to allow the keeping of such animals under specified conditions.

Section 4-14: Endangered Species

The code currently prohibits the ownership of exotic or wild animals. This amendment allows endangered or threatened species listed under state, federal, or international law to be kept within the City of Wheat Ridge, provided they are cared for by a properly licensed entity.

Section 4-14: Chief's Exemption Process

The Chief of Police may grant exemptions to the exotic or wild animal provisions on a 12-month basis. This amendment clarifies the expectations and procedures for this process

and authorizes the Chief to approve, approve with conditions, or deny exemption requests.

Section 4-14: Swine in the City of Wheat Ridge

Swine are currently permitted in the City of Wheat Ridge under both the animal code and the land-use code. This amendment revises the animal code to prohibit the keeping of swine. A separate ordinance addresses swine regulations within the land-use code.

Section 4-17: Dangerous Animal Defenses

The defenses available for dangerous dogs, including defense of an owner or provocation, were expanded to apply to all animals.

Section 4-17: Childproof Structures for Dangerous Dogs

A presiding judge of the City of Wheat Ridge Municipal Court may allow a dog, meeting the definition of a dangerous animal, to be kept within the City of Wheat Ridge, provided the dog is maintained in a secured enclosure. This amendment clarifies that such enclosures must be childproof.

Section 4-17: Transfer of Dangerous Dogs

Currently, a dog meeting the definition of a dangerous animal may be transferred only to a family member. This amendment revises the code to allow transfer solely to responsible caretakers, as evaluated by the City's Community Service Officers, regardless of the relationship between the transferring parties.

Section 4-17/4-18: Possession of Dangerous and Aggressive Dogs

Currently, the code allows dogs, meeting the definition of a dangerous or aggressive animal, to be kept within the City of Wheat Ridge, provided the owner complies with certain conditions specified by a presiding judge of the City of Wheat Ridge Municipal Court. This amendment clarifies the section without making any substantive changes.

Section 4-31: Licensing Authority

The code was amended to authorize staff to establish approved licensing administrators. The code previously required a Mile Hi rabies tag, which existed at one time but is no longer in use.

Section 4-33: Childproof Structures for Guard Dogs

The code was amended to require that enclosures for guard dogs be childproof.

Section 4-33: Guard Dog Cease and Desist Orders
The code was amended to authorize the City's law enforcement to issue a cease-and-desist order to an entity using a guard dog when such use poses a danger to the public. Any such order would be subject to the administrative hearing appeals process.

Section 4-34: Kennel Licenses
The City currently issues kennel licenses. This amendment establishes that, as a condition of the license, the City's law enforcement may inspect the facility at any time if there is reasonable cause to suspect a danger to the animals.

Section 4-52: Hearings Required for the Disposal of Animals
Current practice at the City of Wheat Ridge and the Foothills Animal Shelter is that no animal may be sold, donated, or euthanized without a signed order from a judge, except in cases where the animal is ill, severely injured, or experiencing extreme pain. This amendment codifies that existing practice.

Section 4-52: Court Ordered Animal Holds
The code establishes that the municipal court is authorized to place a hold on animals suspected of neglect, seized due to cruelty, designated as dangerous or aggressive, or identified as service animals, until the resolution of their case. While this has been standard practice in the City of Wheat Ridge, the authority was previously inferred rather than explicitly granted to the judge.

Chapter 26
Section 26-204: Zone District Use Schedule
This amends the code by replacing the note in the "Table of Uses - Agricultural and Public Facilities" to prohibit the raising or keeping of swine in all zone districts.

Sec. 26-606: Small Animals and Poultry
Section 26-206 of the Code is amended to:

- Establish limits on the number of roosters permitted per property: one rooster is allowed on properties under one acre, and up to three roosters are allowed on larger properties. This applies to residential and agricultural zone districts.
- Prohibit the raising or keeping of swine in all zone districts

RECOMMENDED MOTION:
"I move to approve Council Bill No. 07-2026, an ordinance amending the Wheat Ridge Code of Laws concerning animal welfare and regulations for the same, order it

published, public hearing set for Monday, April 13, 2026, at 6:30 p.m., as a virtual meeting and in City Council Chambers, 7500 West 29th Avenue, and that it takes effect fifteen (15) days after final publication as provided by Section 5.11 of the Charter."

Or,

"I move to postpone indefinitely Council Bill No. 07-2026, an ordinance amending the Wheat Ridge Code of Laws concerning animal welfare and regulations for the same, for the following reason(s)."

REPORT PREPARED/REVIEWED BY:

Marianne Schilling, Deputy City Manager
Patrick Goff, City Manager

ATTACHMENTS:

1. Council Bill No. 07-2026
2. Planning Commission Minutes

CITY OF WHEAT RIDGE, COLORADO
INTRODUCED BY COUNCIL MEMBER
COUNCIL BILL NO. 07
ORDINANCE NO. 1840
Series 2026

TITLE: AN ORDINANCE AMENDING THE WHEAT RIDGE MUNICIPAL CODE CONCERNING ANIMAL WELFARE AND REGULATIONS FOR THE SAME

WHEREAS, the City of Wheat Ridge (the "City") is a home rule municipality having all powers conferred by Article XX of the Colorado Constitution; and

WHEREAS, pursuant to its home rule authority and C.R.S. § 31-23-101, the City, acting through its City Council (the "Council"), is authorized to adopt ordinances for the protection of the public health, safety or welfare; and

WHEREAS, the Council previously adopted and amended Chapter 4 of the Wheat Ridge Code of Laws (the "Code") concerning animals; and

WHEREAS, the Council also previously adopted and amended Chapter 26 of the Code which also contains provisions concerning animals; and

WHEREAS, the Council now wishes to further amend Chapters 4 and 26 of the Code concerning the regulation and welfare of animals within the City and provide for administrative enforcement of the same; and

WHEREAS, the City of Wheat Ridge Planning Commission held a public hearing on February 19, 2026, and voted to recommend approval of the Chapter 26 amendments.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WHEAT RIDGE, COLORADO:

Section 1. The following sections of Chapter 4 of the Code are amended as follows:

Sec. 4-1. Definitions.

[…]

~~*Aggressive dog* means any dog that (1) approaches any person, without provocation, in a menacing manner or in an attitude of attack, whether or not an attack actually occurs; (2) inflicts a puncture wound, abrasion, or other wound caused by the dog's teeth upon a person or domestic animal, but the injury does not meet the definition of bodily injury or serious bodily injury; or (3) in an attacking manner encroaches~~

~~over, through, or under a fence onto public property or the private property of another.~~

AGGRESSIVE ANIMAL:

i. **ANIMALS THAT APPROACH ANY PERSON, WITHOUT PROVOCATION, IN A MENACING MANNER OR WITH AN APPARENT ATTITUDE OF ATTACK, WHETHER OR NOT AN ATTACK ACTUALLY OCCURS, INCLUDING ANIMALS THAT ARE NOT ADEQUATELY RESTRAINED WITHIN AN ENCLOSED AREA;**

ii. **ANIMALS THAT, IN AN ATTACKING MANNER, ENCROACH OVER, THROUGH, OR UNDER A FENCE ONTO PUBLIC PROPERTY OR THE PRIVATE PROPERTY OF ANOTHER;**

iii. **ANIMALS THAT INFLICT A PUNCTURE WOUND, ABRASION, OR OTHER INJURY ON A PERSON OR DOMESTIC ANIMAL, BUT THE INJURY DOES NOT MEET THE DEFINITION OF BODILY INJURY OR SERIOUS BODILY INJURY;**

[…]

DANGEROUS ANIMALS:

i. **ANIMALS THAT INFLICT OR CAUSE BODILY INJURY, SERIOUS BODILY INJURY UPON A PERSON, OR DEATH UPON A PERSON OR DOMESTIC ANIMAL;**

ii. **ANIMALS THAT ENGAGE IN OR HAVE BEEN TRAINED FOR ANIMAL FIGHTING;**

iii. **ANIMALS THAT HAVE BEEN DETERMINED BY A COURT OF RECORD WITHIN THE STATE OF COLORADO TO BE A VICIOUS OR DANGEROUS ANIMAL AND FOR WHOM THE OWNER DOES NOT COMPLY WITH THE CONDITIONS IMPOSED BY STATE STATUTE, LOCAL ORDINANCE, OR COURT ORDER FOR OWNERSHIP OF SAID ANIMAL.**

[…]

~~*Vicious animal* means an animal, other than a dog, that unprovokedly bites or attacks humans or other animals, or an animal which is not adequately restrained in an enclosed area that approaches any person in an apparent attitude of attack or in a terrorizing or menacing manner.~~

Sec. 4-8. Running at large; off-leash dog parks.

(a) A person who is ~~a dog~~ **AN ANIMAL** owner shall be guilty of ~~dog~~**ANIMAL** at large if such ~~dog~~**ANIMAL** runs at large within the city, **WITH THE EXCEPTION OF DOMESTIC HOUSE CATS. ANIMALS PRESENT ON REAL PROPERTY OWNED BY THE ONWER OR PERSON RESPONSIBLE FOR THE ANIMAL SHALL NOT BE CONSIDERED AT LARGE.**

(b) . . .

~~(c) The city council may, from time to time, direct the creation, alteration and removal of off-leash dog parks within the city. Off-leash dog parks shall be located on city property and shall be governed by and posted with signs giving notice of the following rules and regulations. It shall be unlawful to violate any provision of this subsection (c). Conviction of any provision of this subsection (c) may also result in a loss of privilege to the owner, handler or subject dog to use the city's off-leash dog parks:~~

~~(1) Off-leash dog parks are open to the public during the same hours the surrounding city property is open to the public.~~

~~(2) All dogs must be under the effective control of their owners or handlers by means of a leash, cord, or chain not to exceed six (6) feet in length when entering and leaving the designated dog park area.~~

~~(3) All dogs must display a current rabies tag affixed to the collar.~~

~~(4) All dogs belonging to city residents must display a current license issued by the licensing administrator as required by section 4-31(c).~~

~~(5) All dogs must be accompanied by a person seventeen (17) years of age or older.~~

~~(6) Dog owners and handlers assume full responsibility for their dogs and minor children within the dog park area.~~

~~(7) Dog owners and handlers must remain within the off-leash dog park area and within sight of their dogs at all times.~~

~~(8) Dog owners and handlers must remove and promptly dispose of any feces deposited within the dog park area by their dogs.~~

~~(9) Dogs may not chase or otherwise harass wildlife.~~

~~(10) The following dogs are not permitted within off-leash dog parks:~~

~~a. Aggressive dogs, as defined by section 4-1.~~

~~b. Female dogs in heat.~~

~~c. Dogs without a current rabies tag affixed to the collar or without a current license issued by the licensing administrator, as applicable.~~

~~d. Dogs under the age of four (4) months.~~

~~e. Dogs exhibiting visible signs of illness or known by the owner or handler to be ill.~~

~~f. Dogs that do not respond to and obey their owners' or handlers' sight or voice commands.~~

Sec. 4-10. Rabies control.

(a) . . .

(b) Any dog, cat or other animal that has bitten any person **CAUSING A WOUND BREAKING THE SKIN** shall be immediately confined for a period of ten (10) days. No animal under confinement shall be released from confinement until such release has been approved by the community service officer. **THE OWNER OF SUCH ANIMAL SHALL FILE, WITHIN FORTY-EIGHT (48) HOURS OF THE INCIDENT, A REPORT OF THAT INCIDENT WITH A COMMUNITY SERVICE OFFICER], THE REPORT TO CONTAIN DATE/TIME OF BITE, PERSON BITTEN, NAME OF ANIMAL OWNER.**

(c) . . .

(d) . . .

(e) When an animal under quarantine has been diagnosed as being rabid by a license~~s~~**D** veterinarian the veterinarian making such diagnosis shall immediately notify the county public health officer and advise **THEM**~~him~~ of any reports of human contact with such rabid dog [animal]. If any animal under quarantine dies while under observation, the community service officer or ~~his~~ THEIR agents shall immediately take action to obtain a pathological and inoculation examination of the animal. As soon as a diagnosis is made available, the community service officer shall notify the county public health officer of any reports of human contact with the animal. Any animal which has not be**EN** inoculated against rabies and known to have been bitten by a rabid animal shall be humanely destroyed.

(f) . . .

(g) . . .

(h) ~~In case of an outbreak of rabies, constituting an emergency situation, the mayor shall be authorized to impose strict regulations pertaining to animals within the city.~~ **IT SHALL BE UNLAWFUL FOR AN OWNER TO PROCURE A RABIES VACCINATION FOR AN ANIMAL UNDER QUARANTINE, UNLESS APPROVED BY THE COMMUNITY SERVICES OFFICER IN WRITING**.

Sec. 4-11. Cruelty or inhumane treatment; HARASSMENT.

(a) IT SHALL BE CRUEL OR INHUMANE FOR ANY PERSON TO:

(1) ~~It shall be unlawful for any person to~~ Commit or cause to be committed any act of cruelty, harassment, abandonment, torture, mistreatment or neglect to any animal, or to cause any animal to be wounded, mutilated, strangulated or inhumanely killed.

(2) ~~For purposes of this section, a person commits an act of harassment upon an animal if such person's conduct or actions causes~~ **CAUSE** an animal to behave as if frightened, causes the animal displeasure or pain, or otherwise causes the animal to become likely to injure either itself or other persons or animals, or causes the animal to create a nuisance.

(3) **TRANSPORT AN ANIMAL IN OR ON ANY MOTOR VEHICLE OR TRAILER UNLESS THE ANIMAL IS SAFELY RESTRAINED. AS USED IN THIS SECTION, RESTRAINED IS DEFINED AS ENCLOSED WITHIN A VEHICLE OR TRAILER WITH NO OPENINGS LARGE ENOUGH TO PERMIT THE ANIMAL TO EXIT THE VEHICLE OR TRAILER ON ITS OWN, OR PLACED WITHIN A SECURED CONTAINER, CAGE OR OTHER ENCLOSURE OR RESTRAINING DEVICE SUFFICIENT TO PREVENT THE ANIMAL FROM FALLING FROM, BEING THROWN FROM OR JUMPING FROM THE VEHICLE. AS USED IN THIS SECTION, PUBLIC PLACE IS DEFINED AS ANY PLACE OPEN TO AND GENERALLY USED BY THE PUBLIC, WHETHER PUBLICLY OR PRIVATELY OWNED, INCLUDING, BUT NOT LIMITED TO, STREETS, HIGHWAYS, ALLEYS, PARKING LOTS, SCHOOLS AND COMMERCIAL ESTABLISHMENTS.**

(4) **LEAVE AN ANIMAL IN AN UNATTENDED VEHICLE WITHOUT ADEQUATE VENTILATION OR IN ANY MANNER WHICH SUBJECTS THE ANIMAL TO EXTREME TEMPERATURES OR OTHER CIRCUMSTANCES THAT ARE DANGEROUS OR DETRIMENTAL TO THE ANIMAL'S HEALTH OR WELFARE.**

a. IF THE COMMUNITY SERVICE OFFICER OR POLICE OFFICER HAS REASONABLE CAUSE TO BELIEVE THAT THE KEEPING OR MAINTAINING OF ANY ANIMAL IS SO HAZARDOUS, UNSAFE, OR DANGEROUS AS TO REQUIRE IMMEDIATE INSPECTION TO SAFEGUARD THE ANIMAL OR THE PUBLIC HEALTH OR SAFETY, THE COMMUNITY SERVIE OFFICER OR POLICE OFFICER SHALL HAVE THE RIGHT IMMEDIATELY TO ENTER AND INSPECT THE PROPERTY OR VEHICLE IN OR UPON WHICH THE ANIMAL IS KEPT, AND MAY USE ANY REASONABLE MEANS REQUIRED TO EFFECT SUCH ENTRY AND MAKE SUCH INSPECTION, WHETHER THE PROPERTY OR VEHICLE IS OCCUPIED OR UNOCCUPIED AND WHETHER PERMISSION TO INSPECT HAS BEEN OBTAINED OR NOT. IF THE PROPERTY OR VEHICLE IS OCCUPIED, THE COMMUNITY SERVIE OFFICER OR POLICE OFFICER SHALL FIRST PRESENT PROPER CREDENTIALS TO THE OWNER OR OCCUPANT OF THE PROPERTY OR VEHICLE AND DEMAND ENTRY, EXPLAINING REASONS THEREFOR AND THE PURPOSE OF THE INSPECTION. SUCH ENTRY SHALL BE SOLELY FOR THE

PURPOSE OF ABATING THE VIOLATION AND NO EVIDENCE OBTAINED DURING OR AS A RESULT OF SUCH ENTRY SHALL BE ADMISSIBLE FOR PURPOSES OF PROSECUTION.

(b) Ownership of the animal in question shall not be a justifiable defense for acts or conduct prohibited by this section or for a violation of this section.

(c) An**Y** community service officer or other employee or official of the city may impound an animal or animals pursuant to section 4-52 if the officer, employee or official reasonably believes that such impoundment is necessary for the health or safety of any mistreated animal. The animal owner shall be liable for all expenses arising from such impoundment or any medical treatment for the animal during such impoundment.

Sec. 4-14. Exotic or wild animals.

(a) *Prohibited.* It shall be unlawful for any person to own, possess, harbor, sell, or in any other manner traffic in any exotic or wild animals, that is, any animal that is not a domestic animal, whether it is a native animal of this state or not. **THIS PROHIBITION SHALL NOT APPLY TO THREATENED OR ENDANGERED SPECIES LISTED UNDER STATE, FEDERAL, OR INTERNATIONAL LAW AND KEPT BY A LICENSED ENTITY WITHIN THE CITY**.

(b) *Exceptions.* The chief of police may grant exceptions to this section for successive periods of time not to exceed twelve (12) months. **APPLICATIONS FOR AN EXCEPTION MUST BE FILED WITH THE CHIEF OF POLICE ON FORMS MAINTAINED BY THE CHIEF'S OFFICE, ALONG WITH THE APPLICATION FEE SET BY THE CITY COUNCIL FROM TIME TO TIME. THE CHIEF OF POLICE IN THEIR SOLE DISCRETION MAY GRANT, GRANT WITH CONDITIONS OR DENY THE APPLICATION**.

(c)…

(d) *Specific animals enumerated.*

(1) The following animals are domestic animals:

- **a.** Aquarium fishes
- **b.** Psitocine birds, aviary finches, etc, farm birds (ducks, geese, swans, poultry)
- **c.** Domestic rabbit (Oryctolagus cuniculus)
- **d.** Mongolian gerbil (Meriones unguicularus)
- **e.** Guinea pig (Cavia porceilus)
- **f.** Hamster (Musorcriectus auratus)
- **g.** Domestic laboratory mouse (Mus domesticus)
- **h.** Domestic laboratory rat (Rattus rattus albino strain)
- **i.** Domestic cat (Felis catus)
- **j.** Domestic dog (Canas familiaris)
- **k.** Domestic livestock, including but not limited to: horses, cattle, sheep, goats, mules, donkeys, burros, llamas, honeybees, and swine

l. SWINE AS DOMESTIC ANIMALS ARE PROHIBITED IN ALL ZONE DISTRICTS PER CHAPTER 26 (except potbellied pigs, Sus scrofa vittatus, which is an imported variety of swine and which shall be considered exotic animals).

(2) REPTILES, AMPHIBIANS, AND INSECTS SHALL BE ALLOWED, EXCEPT FOR THE FOLLOWING:

- **a. SPECIES THAT POSSESS VENOM OR TOXINS KNOWN TO CAUSE SERIOUS ILLNESS OR INJURY TO HUMANS.**
- **b. VENOMOUS SNAKES**
- **c. CONSTRICTOR SNAKES CAPABLE OF POSING A PHYSICAL THREAT TO HUMANS OR DOMESTIC ANIMAL INCLUDING BUT NOT LIMITED TO: RETICULATED PYTHONS, GREEN ANACONDAS, AND BURMESE PYTHONS**
- **d. ANY ANIMALS THAT HAVE BEEN CLASSIFIED AS A DANGEROUS OR HAZARDOUS SPECIES UNDER STATE OR FEDERAL LAW**
- **e. ANY ANIMALS THAT ARE NOT PERMITTED AND/OR REQUIRE A LICENSE FROM COLORADO PARKS AND WILDLIFE TO POSSESS.**
- **f. CROCODILIANS, INCLUDING BUT NOT LIMITED TO ALLIGATORS, CAIMANS, AND CROCODILES**

(3) Exotic and wild animals shall consist of every other creature within the animal kingdom.

Sec. 4-17. Unlawful possession of dangerous ANIMAL OR dog.

(a) It is unlawful for a person who is a dog owner to keep, harbor or possess a ~~VICIOUS ANIMAL OR A~~ dangerous dog within the city**. NOTHWITHSTANDING THIS PROHIBITION, A COURT MAY AUTHORIZE THE POSSESSION OF SUCH AN ANIMAL IF THE OWNER COMPLIES WITH THE REQUIREMENTS OF SECTIONS 4-17(e) AND 4-17(f), AS WELL AS ANY OTHER CONDITIONS IMPOSED BY THE COURT**.

(b) An affirmative defense to the violation of subsection (a) of this section shall be:

(1) That, at the time of the attack by the **ANIMAL**~~dangerous dog,~~ which caused injury to or the death of a domestic animal:

a. . . .

b. The domestic animal was biting or otherwise attacking the dangerous **OR VICIOUS** animal or its owner.

(2) That, at the time of the attack ~~by the dangerous dog,~~ which caused injury to a person, the victim of the attack was:

a. Committing or attempting to commit a criminal offense against the ~~dog~~ **ANIMAL** owner, and the attack did not occur on the owner's property; or

b. . . .

c. Tormenting, provoking, abusing or inflicting injury upon the **ANIMAL** ~~dog~~ in such an extreme manner that the attack was a result of the victim's actions.

(c) . . .
(d) . . .
(e) . . .

(1) . . .
(2) . . .
(3) At all times when the dog is at the property of the dog owner, the dog owner shall keep the dog confined except as further allowed by this section. When outdoors, the dog shall be confined in an escape-proof enclosure **WHICH IS ALSO DESIGNED TO PREVENT ACCIDENTAL ENTRY BY ANYONE, INCLUDING CHILDREN**. All structures must be locked with a key or combination lock when the dog is within the structure. Such structure shall have a secure bottom or floor attached to the sides of the pen or the sides of the pen shall be embedded in the ground no less than two (2) feet. All such structures must be adequately lighted and ventilated and kept in a clean and sanitary condition. All structures erected to house such dog must comply with all zoning and building requirements. The community services officer shall inspect the structure to ensure compliance with ~~such~~**THESE** conditions.
(4) . . .
(5) . . .
(6) . . .
(7) . . .
(8) . . .
(9) The dog owner shall not sell or transfer the dog to any person except ~~a member of the dog owner's immediate family OR TO~~ **A RESPONSIBLE CARETAKER** who shall then be deemed the dog owner and subject to all the requirements of this title. For the purposes of this subsection, ~~"immediate family" shall mean the owner's spouse, child, parent, or sibling,~~ **"RESPONISBLE CARETAKER" SHALL MEAN A PERSON APPROVED IN THE REASONABLE JUDGEMENT OF THE COMMUNITY SERVICE OFFICER.**

[…]

Sec. 4-18. Unlawful possession of aggressive ANIMAL OR dog.

(a) It is unlawful for a person who is a dog owner to keep, harbor or possess an aggressive dog within the city. **NOTWITHSTANDING THIS PROHIBITION, A COURT MAY AUTHORIZE THE POSSESSION OF SUCH AN ANIMAL IF THE OWNER COMPLIES WITH THE REQUIREMENTS OF SECTIONS 4-18(C) AND 4-18(D), AS WELL AS ANY OTHER CONDITIONS IMPOSED BY THE COURT**.

(b) . . .

(c) . . .

(1) The dog owner shall, at the dog owner's expense, have a microchip containing an identification number implanted into the dog and provide such information to the **COMMUNITY SERVICE OFFICER** section of the wheat ridge police department. The dog owner shall produce the dog for verification by a **COMMUNITY SERVICE OFFICER** of the microchip implementation. **THE COMMUNITY SERVICE OFFICER SECTION OF THE WHEAT RIDGE POLICE DEPARTMENT** shall maintain records containing the registration number and name of said dog and name and address of the dog owner. The dog owner shall be responsible for notifying THE **COMMUNITY SERVICE OFFICER** of any change in the address, ownership, or death of the dog.

(2) . . .

(3) . . .

(4) . . .

(d) . . .

(1) . . .

(2) . . .

(3) The dog owner shall, at the dog owner's expense, have the animal spayed or neutered and shall provide proof to the **COMMUNITY SERVICE OFFICER** section of the wheat ridge police department that the sterilization has been performed.

(e) . . .

Sec. 4-31. Dog and cat licenses.

(a) **. . .**

(b) **. . .**

(c) Required; described. A license is required for all dogs and cats **FROM THE LICENSING AUTHORITY IDENTIFIED BY, AND IN FORM AND CONTENT APPROVED BY THE LICENSING ADMINISTRATOR**~~.n the city as follows: A valid cat license shall be a current Mile-Hi rabies tag and registration certificate.~~ A valid dog license shall be a dog license issued by the licensing administrator. A cat or dog owner may request an exemption to this requirement if, for medical reasons, his/her cat or dog cannot be vaccinated. In this event, a cat or dog owner must submit an affidavit from a licensed veterinarian stating the reasons why the cat or dog is unable to be vaccinated.

(d) Wearing of tag; availability of certificate. A current and valid ~~Mile-Hi rabies~~ tag shall be worn on a collar or harness by the dog at all times, unless a current and valid tag from the licensing administrator, which requires proof of current rabies vaccination for its issuance, is worn on a collar or harness by the dog at all times. A current and valid registration certificate, as above-described, shall be kept in the possession of the owner of any dog or cat within the city, and such registration certificate or a copy of it shall be produced or producible by

the owner as proof of current registration in the event of loss or the correspondingly numbered tag.

(e) . . .
(f) . . .
~~(g) Obtainment from licensed veterinarian. Mile-Hi rabies tags and registration certificates are only to be issued by and obtained from veterinarians currently licensed to practice veterinary medicine in the state.~~

~~(h) New residents. New residents of the city may be issued a current Mile-Hi rabies tag and registration certificate for their cat or dog by a veterinarian licensed to practice in the state, upon proof of having had the cat or dog vaccinated for rabies by a licensed veterinarian.~~

(i) . . .

Sec. 4-33. Guard dogs.

It shall be unlawful for any person to place or maintain guard dogs in any area for the protection of persons or property unless the following conditions are met:

(1) The dogs shall be confined to an enclosed area adequate to ensure they will not escape **AND SO AS TO HAVE SAFEGUARDS IN PLACE THAT PREVENT ACCIDENTAL OR UNINTENTIONAL ENTRY BY ANYONE, INLCUDING CHILDREN**; or
(2) . . .
(3) . . .
(4) . . .
(5) COMMUNITY SERVICE OFFICERS SHALL HAVE THE AUTHORITY TO ISSUE A CEASE AND DESIST ORDER IF THEY DETERMINE THAT THE PRESENCE OR CIRCUMSTANCES OF GUARD DOGS POSE A DANGER TO ANY PERSON, PROPERTY, OR ANIMAL. SUCH CEASE AND DESIST ORDER IS SUBJECT TO THE ADMINISTRATIVE HEARING APPEALS PROCESS AT CODE SECTION 2-80 et seq.

Sec. 4-34. Kennel licenses.

(a) . . .
(b) . . .
(c) . . .
(d) . . .
(e) . . .
(1) . . .
(2) . . .
(3) . . .
(4) . . .
(5) Community service officers or any agent of the chief of police have the authority to inspect any licensed facility under this section during normal posted business hours, **OR AT ANY TIME IF THERE IS REASONABLE**

CAUSE TO SUSPECT THAT THE OPERATION IS A DANGER TO THE HEALTH AND SAFETY OF THE ANIMAL OR THE PUBLIC.

Sec. 4-52. Custody and disposition of impounded animals.

(a) . . .
(b) . . .
(c) . . .
(d) . . .
(e) ~~. Whenever a community services officer or other employee or agent of the city impounds an animal, such animal shall be impounded in a humane manner for a period of not less than five (5) days following the date of notice to the animal owner of such impoundment pursuant to section 4-53; any animal so impounded which is not claimed within said five-day period may be disposed of by sale, donation or destruction at the sole discretion of the animal shelter.~~ **WHENEVER A COMMUNITY SERVICES OFFICER OR OTHER EMPLOYEE OR AGENT OF THE CITY IMPOUNDS AN ANIMAL, SUCH ANIMAL SHALL BE IMPOUNDED IN A HUMANE MANNER FOR A PERIOD OF NOT LESS THAN FIVE (5) DAYS FOLLOWING THE DATE OF NOTICE TO THE ANIMAL OWNER OF SUCH IMPOUNDMENT PURSUANT TO SECTION 4-53. NO ANIMAL SHALL BE DESTROYED, SOLD, OR DONATED UNLESS ORDERED BY A JUDGE AFTER A HEARING, WHICH MAY BE NOTICED AT THE SAME TIME AS THE IMPOUNDMENT NOTICE, PROVIDED THE HEARING OCCURS NO SOONER THAN FIVE (5) DAYS AFTER THE HEARING NOTICE IS GIVEN. EXCEPTIONS APPLY IN CASES WHERE THE ANIMAL IS CRITICALLY ILL OR INJURED, SUFFERING EXTREME PAIN, AND/OR HAS A POOR PROGNOSIS FOR RECOVERY. THE ANIMAL SHELTER SHALL CONSULT WITH A VETERINARIAN AS TO THE DISPOSITION OF INJURED ANIMAL, WHEN THE ANIMAL'S PROGNOSIS CANNOT BE ASCERTAINED BY THE ANIMAL SHELTER WITH REASONABLE CERTAINTY. THE OWNER OF AN IMPOUNDED ANIMAL IS RESPONSIBLE FOR BOARDING AND IMPOUNDMENT FEES ESTABLISHED BY THE SHELTER. THE CITY, ITS EMPLOYEES, THE ANIMAL SHELTER, AND ANY CONSULTED VETERINARIAN SHALL BE IMMUNE FROM LIABILITY FOR ANY ACTIONS TAKEN PURSUANT TO THIS SECTION.**

~~(f) No animal shall be destroyed before the lapse of five (5) days following notice of impoundment pursuant to section 4-53, unless the animal shelter determines that the animal is critically ill or injured, is suffering extreme pain, and/or has a poor prognosis for recovery. The animal shelter shall consult with a veterinarian as to the disposition of injured animals, when the animal's prognosis cannot be ascertained by the animal shelter with reasonable certainty. The owner of any impounded animal shall be responsible for the payment of such boarding and impoundment fees established by the animal shelter. The city and its employees, the animal shelter and its employees, and any veterinarian consulted shall be immune from liability for any actions taken pursuant to this section.~~

~~(g)~~ **(f)** Notwithstanding the foregoing, whenever an animal is impounded by order of the municipal court or other court, the animal shelter shall not sell, donate or destroy such animal unless such action is permitted by a subsequent order of the same court which ordered the initial impoundment. **THE MUNICIPAL COURT IS AUTHORIZED TO ORDER A HOLD ON ANIMALS SUSPECTED OF NEGLECT, AS WELL AS ANY ANIMALS SEIZED OR IMPOUNDED DUE TO CRUELTY, INHUMANE CONDITIONS, DESIGNATION AS A DANGEROUS OR AGGRESSIVE DOG, OR FOR BEING A SERVICE ANIMAL, UNTIL THE RESOLUTION OF THEIR CASE.**

Section 2. Section 2-80 of the Municipal Code is amended to read:

Purpose; scope. The purpose of this article is to encourage prompt compliance with this Code and prompt payment of penalties for violations thereof. This article provides for administrative **PROCEDURES AND** penalties that may be imposed for violation of the following portions of this Code **CHAPTER 4, ARTICLES I AND II ANIMALS**, chapter 5, buildings and building regulations; chapter 9, health; chapter 13, motor vehicles and traffic; chapter 15, nuisances; article X of chapter 11 concerning massage businesses, article XIV of chapter 11 concerning short term rentals; chapter 21, streets and sidewalks; chapter 22, taxation; chapter 24, vegetation; chapter 26, zoning.

Section 3. Section 26-204 (zone district use schedule) of the Code is amended by replacing the note in the "Table of Uses - Agricultural and Public Facilities" as follows:

Uses	*Notes*	*A-1*	*A-2*	*PF*
[…]				
General farming and raising or keeping of stock, bee keeping, poultry or small animals such as rabbits or chinchillas	~~PROHIBITED in A-1: The raising or keeping of swine INCLUDED in A-2: The keeping of swine and/or potbellied pigs, Sus Scrofa Vittatus, except such animals shall not be fed garbage~~ **PROHIBITED IN ALL DISTRICTS: THE RAISING OR KEEPING OF SWINE, WITH THE EXCEPTION OF POTBELLIED PIGS, UNDER SECTIONS 26-606 AND 4-14.**	P	P	

Section 2. Section 26-206 of the Code is amended by the addition of new subsections B and G with appropriate re-numbering of the section to read as follows:

Sec. 26-606. - Small animals and poultry.

The private keeping of small animals, such as dwarf goats, rabbits and chinchillas, or poultry, such as chickens, ducks, geese, pheasants or pigeons, shall be subject to the following requirements. This section shall not apply to conforming lots in the A-1 or A-2 districts.

A. Except when in compliance with section 26-605 (large animals), dwarf goats shall be limited to a maximum of three (3) per residential dwelling unit, plus their unweaned offspring and provided no un-neutered male dwarf goats shall be allowed. For each dwarf goat, a minimum of one hundred thirty (130) square feet of permeable lot area shall be provided in the side or rear yard.

B. FOR LOTS THAT ARE UNDER ONE (1) ACRE IN SIZE, ONLY ONE (1) ROOSTER IS PERMITTED IN RESIDENTIAL AND AGRICULTURAL ZONE DISTRICTS. FOR LOTS THAT ARE ONE (1) ACRE IN SIZE OR LARGER, UP TO THREE (3) ROOSTERS ARE PERMITTED IN RESIDENTIAL AND AGRICULTURAL DISTRICTS. ROOSTERS ARE NOT PERMITTED IN ANY OTHER ZONE DISTRICTS.

C. Poultry houses and pigeon coops, or the portions of these and other structures used to house or provide shelter for small animals, shall not exceed four hundred (400) square feet of ground floor area nor twelve (12) feet in height.

D. Hutches for small animals shall not exceed one hundred (100) square feet of ground floor area with a maximum of two (2) floors or levels.

E. Maximum ground floor areas for small animals or poultry set forth above may be increased by fifty (50) percent for each acre in addition to the minimum lot size for the zone district.

F. All houses, coops, hutches or portions of these and other structures housing or providing shelter for small animals shall be located other than in a front yard, shall be set back at least fifteen (15) feet from side and rear property lines, and shall be no closer than thirty (30) feet from a residence or other main structure on an adjacent property.

G. THE RAISING OR KEEPING OF SWINE IS PROHIBITED IN ALL ZONE DISTRICTS WITH THE CITY. THIS PROHIBITION SHALL NOT APPLY TO POTBELLIED PIGS WHICH MUST COMPLY WITH SECTION 4-14.

H. The accumulation of animal waste to the extent that such becomes a nuisance to surrounding properties is prohibited, as regulated by chapter 15 of this Code of Laws.

I. The legal, nonconforming keeping of such animals may be continued so long as such keeping of animals remains otherwise lawful; except where such keeping of animals is discontinued for a period of sixty (60) consecutive days or more, then said keeping of animals must conform to the provisions hereof or must cease.

Section 4. Effective Date. This Ordinance shall take effect fifteen (15) days after final publication, as provided by Section 5.11 of the Charter.

INTRODUCED, READ, AND ADOPTED on first reading by a vote of ___ to ___ on this 23rd day of March 2026, ordered published by title in a newspaper of general circulation in the City of Wheat Ridge and in full on the City's website, and Public Hearing and consideration on final passage set for April 13, 2026 at 6:30p.m., in the Council Chambers, 7500 West 29th Avenue, Wheat Ridge, Colorado.

READ, ADOPTED AND ORDERED PUBLISHED on second and final reading by a vote of ___ to ___, this 13th day of April 2026.

SIGNED by the Mayor on this _____ day of _____, 2026.

_____

Korey Stites, Mayor

ATTEST:

_____

Janeece Hoppe, City Clerk

Approved as to Form

_____

Gerald E. Dahl, City Attorney

First Publication: March 24, 2026
Second Publication: April 14, 2026
Effective Date: April 29, 2026

Published:
Jeffco Transcript and www.ci.wheatridge.co.us

PLANNING COMMISSION
Draft Minutes of Meeting
February 19, 2026

CALL THE MEETING TO ORDER

The meeting was called to order by Vice Chair DISNEY at 6:30 p.m. This meeting was held in person and virtually, using Zoom video-teleconferencing technology.

1. ROLL CALL OF MEMBERS

Commission Members Present:	Kristine Disney Daniel Graeve Michael Moore Syrma Quinones Anna Sparks
Commission Members Absent:	Krista Holub
Staff Members Present:	Marianne Schilling, Deputy City Manager Jana Easley, Planning Manager Stephanie Stevens, Senior Planner (via Zoom) Scott Cutler, Senior Planner Tammy Odean, Recording Secretary

2. PLEDGE OF ALLEGIANCE

3. APPROVE ORDER OF THE AGENDA

It was moved by consensus to approve the order of the agenda.

4. APPROVAL OF MINUTES – December 18, 2025

It was moved by Commissioner SPARKS and seconded by Commissioner MOORE to approve the minutes of December 18, 2025, as written. Motion approved 5-0.

5. PUBLIC FORUM (This is the time for any person to speak on any subject not appearing on the agenda.)

No one wished to speak at this time.

6. PUBLIC HEARING

found Wheat Ridge's can-do and proactive attitude refreshing, making the city appear forward-looking, and he appreciated it.

Commissioner SPARKS stated she would not want the city to miss out on millions of dollars from state grants in the future. If this is what the state wishes, even though it takes away some authority from the commission, and if it makes sense to the state, it makes sense to her.

Vice Chair DISNEY close the public hearing.

It was moved by Commissioner MOORE and seconded by Commissioner QUINONES to recommend approval of the proposed ordinance amending Chapter 26 of the Wheat Ridge Code of Laws supporting compliance with state legislation regarding housing supportive code amendments to remain eligible for state funding opportunities.

Commissioner MOORE stated he wanted to thank staff for the presentation and work. He was excited about what's happening at Ridge Road.

Motion carried 5-0.

C. **Case No. ZOA-26-3:** An Ordinance amending the Wheat Ridge Municipal Code to impose zoning limitations on the keeping of small animals.

Vice Chair DISNEY opened the public hearing.

Ms. Schilling gave a short presentation regarding the ordinance.

Public Comment

No one wished to speak at this time.

Commissioner SPARKS asked about the system to help with roosters, similar to the system for barking dogs.

Ms. Schilling explained that they are called "crow collars" and help with noise mitigation as best they can. Community service officers treat roosters similarly to barking dogs, where it's not necessarily always a noise violation but rather an expectation of reasonability regarding what you can expect from crowing or barking.

Commissioner QUINONES asked if there are individuals in residential areas on less than one acre with more than one rooster.

DRAFT

Ms. Schilling responded that the city doesn't currently track this since no permit is required, so they don't have any numbers.

Commissioner QUINONES asked what happens once this ordinance passes.

Ms. Schilling explained that if a property had more than one rooster, it would likely be able to maintain their roosters, but as the roosters pass, they wouldn't be able to replace those roosters.

Vice Chair DISNEY asked how many properties in Wheat Ridge are larger than an acre that would have roosters, noting there can't be many left.

Ms. Easley, referring to a table from the previous agenda item, stated that there is very little agricultural or larger-than-one-acre residential property within the city, so it would be a very small percentage.

Vice Chair DISNEY asked how animal control polices work—whether it's one strike, two strikes, three strikes.

Ms. Schilling explained it's similar to how they police dogs. It would be a longer-term issue that wasn't being mitigated. Sometimes they request folks to bring their roosters indoors for a certain amount of time or wear crow collars, and they ask for support from owners. It depends on how often they're crowing, how loud, and how disruptive. There's no one-size-fits-all solution. Crow collars have proven helpful.

Vice Chair DISNEY asked why roosters are necessary, noting they help breed chickens but questioning why someone would need a rooster.

Commissioner SPARKS offered to answer, having grown up on a chicken farm. She explained that roosters have a large spur on the back of their leg and aggressively protect hens under their control. Many predators want to eat hens and eggs, and they're very clever. Sometimes roosters lead hens up into trees to protect them from ground-dwelling predators.

Commissioner GRAEVE then noted finding one of the more interesting points in the materials: that all surrounding neighboring communities don't allow roosters. He asked what about the city's decision made City Council go a different direction than neighboring communities and actually permit them.

Ms. Schilling clarified that the city has always implicitly allowed roosters through allowing poultry, so that hasn't changed. Now they would be

explicitly allowing roosters for lots of a certain size. She stated that City Council was trying to maintain its urban agricultural roots and felt areas and lots of that size make sense. For City Council, there wasn't any perspective during the conversation where they felt it was worth abandoning roosters completely.

Commissioner MOORE asked whether the city currently has a swine problem or if this is more battening down the hatches.

Ms. Schilling stated she's not aware of an existing swine problem. Ms. Easley added that the city does get inquiries, and the code is somewhat unclear.

Vice Chair DISNEY closed the public hearing.

It was moved by Commissioner GRAEVE and seconded by Commissioner QUINONES to recommend approval of the proposed ordinance amending Chapter 26 of the Wheat Ridge Code of Laws concerning the keeping of small animals and making conforming amendments therewith.

Commissioner GRAEVE offered a quick comment, noting that he's known people who have gotten chicks and don't know when they arrive if it will be a hen or a rooster. What if one turns out to be a rooster? Urban folks with chickens then have to do something with the rooster. As someone who embraced the city's urban agriculture reputation many years ago, it's comforting to see this carried forward and the city being bold enough to allow folks to have something on their property that is an element of sustainability and can be beneficial in many ways. He commended this decision by council and the city.

Motion carried 5-0.

7. OLD BUSINESS

8. NEW BUSINESS

A. Upcoming Dates

Ms. Easley confirmed there is no meeting on March 5 but possibly on March 19.

B. Project and Development Updates

Ms. Easley provided several updates including that former City Councilor Janeece Hoppe has been newly elected as city clerk, and the city is

DRAFT

ITEM NUMBER: 5
DATE: March 23, 2026

REQUEST FOR CITY COUNCIL ACTION

COUNCIL BILL NO. 08-2026

TITLE: AN ORDINANCE AMENDING CHAPTER 13 OF THE WHEAT RIDGE CODE OF LAWS, CONCERNING VEHICLES AND TRAFFIC, BY ADDING A NEW SECTION 13-7, CONCERNING THE VIOLATION OF VEHICLE REGISTRATION REQUIREMENTS, TO ALLOW FOR THE CITATION OF VEHICLE REGISTRATION VIOLATIONS INTO MUNICIPAL COURT

☐PUBLIC HEARING
☐BIDS/MOTIONS
☐RESOLUTIONS
☒ORDINANCES FOR 1st READING
☐ORDINANCES FOR 2nd READING

QUASI-JUDICIAL ☐YES ☒NO

ISSUE:
Colorado House Bill 25-1112 empowers local authorities in Colorado to enforce vehicle registration laws, enabling them to issue penalties for unregistered vehicles within their jurisdictions. This ordinance was modeled to incorporate elements of the new law for enforcement within the City.

PRIOR ACTION:
The City of Wheat Ridge has previously adopted (and amended) the Model Traffic Code for Colorado, 2024 edition, as the Uniform Traffic Code for the City.

FINANCIAL IMPACT:
None

BACKGROUND:
Section 42-4-110(1)(b), C.R.S. authorizes Colorado municipalities to adopt by reference a model traffic code embodying the rules of the road and vehicle requirements set forth in Article 4 of Title 42, C.R.S., and such additional local regulations as are provided for in Section 42-4-111, C.R.S.

HB25-1112 allows vehicle registration violations to be prosecuted in municipal court, when previously all violations were required to be charged as state law violations and

prosecuted in a state court. Furthermore, the law provides a "grace period" for drivers found to have improper registration. If the driver's registration has been expired for less than four months at the time of the violation and the driver registers the vehicle before the court date associated with the violation, the municipal judge may dismiss the violation for a $30 dismissal fee. Law enforcement officers are required to notify the driver of this grace period at the time a citation is given.

RECOMMENDATIONS:
Staff recommends the approval of the ordinance.

RECOMMENDED MOTION:
"I move to approve Council Bill No. 08-2026, an ordinance amending Chapter 13 of the Wheat Ridge Code of Laws, concerning vehicles and traffic, by adding a new Section 13-7, concerning the violation of vehicle registration requirements, to allow for the citation of vehicle registration violations into municipal court, order it published, public hearing set for Monday April 13, 2026, at 6:30 p.m., as a virtual meeting and in City Council Chambers, 7500 West 29th Avenue, and that it takes effect upon adoption, as provided by Section 5.11 of the Charter."

Or,

"I move to postpone indefinitely Council Bill No. 08-2025, an ordinance amending Chapter 13 of the Wheat Ridge Code of Laws, concerning vehicles and traffic, by adding a new Section 13-7, concerning the violation of vehicle registration requirements, to allow for the citation of vehicle registration violations into municipal court, for the following reason(s)."

REPORT PREPARED/REVIEWED BY:
Gerald Dahl, City Attorney
Patrick Goff, City Manager

ATTACHMENTS:
1. Council Bill No. 08-2025

CITY OF WHEAT RIDGE, COLORADO
INTRODUCED BY COUNCIL MEMBER
Council Bill No. 08
Ordinance No. 1841
Series 2025

TITLE: AN ORDINANCE AMENDING CHAPTER 13 OF THE WHEAT RIDGE CODE OF LAWS CONCERNING VEHICLES AND TRAFFIC, BY ADDING A NEW SECTION 13-7, CONCERNING THE VIOLATION OF VEHICLE REGISTRATION REQUIREMENTS, TO ALLOW FOR THE CITATION OF VEHICLE REGISTRATION VIOLATIONS INTO MUNICIPAL COURT

WHEREAS, the City of Wheat Ridge, Colorado, ("Wheat Ridge" or the "City") is a home rule municipality organized and existing under Article XX, Section 6 of the Colorado Constitution; and

WHEREAS, pursuant to House Bill 25-1112, effective August 6, 2025, municipalities are permitted to enforce violations of unregistered vehicles; and

WHEREAS, Section 42-4-110(1)(b), C.R.S., authorizes Colorado municipalities to adopt by reference a model traffic code embodying the rules of the road and vehicle requirements set forth in Article 4 of Title 42, C.R.S., and such additional local regulations as are provided for in Section 42-4-111, C.R.S.; and

WHEREAS, the City of Wheat Ridge has adopted (and amended) the Model Traffic Code for Colorado, 2024 edition, as the uniform traffic code for the City; and

WHEREAS, Colorado House Bill 25-1112, by its amendment of C.R.S. Section 42-4-110, has authorized Colorado municipalities to enforce state motor vehicle registration violations in their municipal courts; and

WHEREAS, the City Council finds, determines, and declares that the enforcement of state vehicle registration laws in the City's Municipal Court will facilitate the enforcement of such laws generally, and will improve the safety and welfare of the citizens of the City.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WHEAT RIDGE, COLORADO:

Section 1. The recitals contained above are incorporated herein by reference and are adopted as findings and determinations of the City Council.

ATTACHMENT 1

Section 2. Section 13-7 of the Code of Laws, currently reserved for future use, is hereby adopted to read as follows:

§ 13-7. **Violation of Registration Provisions of Colorado Statutes.**

(a) It is unlawful to commit any of the following acts:

(1) To operate or permit the operation, upon a public right-of-way, of a motor vehicle or trailer that is not registered pursuant to the requirements of Title 42, Article 3 of the Colorado Revised Statutes, as amended, and does not display the number plates or validation stickers issued for the vehicle or trailer for the current year, except for motor vehicles and trailers owned by a licensed dealer or licensed manufacturer while being held for sale or resale or while operated on the public right-of-way with dealer plates or depot tags authorized pursuant to Colorado Revised Statutes § 42-3-116, as amended;

(2) To display or permit to be displayed, to have in possession, or to offer for sale a certificate of title, validation tab or sticker, or registration number plate knowing the same to be fictitious or to have been stolen, cancelled, revoked, suspended, or altered; or

(3) To lend or knowingly permit the use by one not entitled thereto a certificate of title, registration card, or registration number plate issued to the lending or permitting person.

(b) A person who violates paragraph (1) or (3) of subsection (a) of this section commits a class B traffic infraction, as defined by Colorado statutes, and shall be penalized in an amount no greater than the penalty amount allowed by Colorado statutes for such infractions. A person who violates paragraph (2) of subsection (a) of this section commits a class 2 misdemeanor traffic offense, as defined by Colorado statutes, and shall be penalized in an amount no greater than the penalty amount allowed by Colorado statutes for such offenses.

Section 3. Severability, Conflicting Ordinances Repealed. If any section, subsection or clause of this Ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall

not be affected thereby. All other ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 4. Effective Date. This Ordinance shall take effect upon adoption at second reading, as permitted by Section 5.11 of the Charter.

INTRODUCED, READ, AND ADOPTED on first reading by a vote of ___ to ___ on this 23rd day of March 2026, ordered published in full on the City's website as provided by the Home Rule Charter, and Public Hearing and consideration on final passage set for April 13, 2026, at 6:30 p.m., in the Council Chambers, 7500 West 29th Avenue, Wheat Ridge, Colorado.

READ, ADOPTED AND ORDERED PUBLISHED on second and final reading by a vote of ___ to ___, this 13th day of April 2026.

SIGNED by the Mayor on this _____ day of _____, 2026.

ATTEST:

Korey Stites, Mayor

Janeece Hoppe, City Clerk

Approved as to Form:

Gerald E. Dahl, City Attorney

First Publication: March 24, 2026
Second Publication: April 14, 2026
Effective Date: April 13, 2026

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