AGENDA

CITY COUNCIL MEETING
CITY OF WHEAT RIDGE, COLORADO

Monday, July 13, 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 July 13, 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 July 13, 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

- Study Session Notes, June 15, 2026
- City Council Meeting Minutes, June 22, 2026
- Special Study Session Notes, June 22, 2026

APPROVAL OF AGENDA

PROCLAMATIONS AND CEREMONIES

1. Proclamation – Mayors Monarch Pledge Day
2. Proclamation – Parks and Recreation Month
3. Proclamation – Disability Pride 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. 31-2026 – a resolution amending the 2026 Fiscal Year Open Space Fund budget to reflect the approval of a supplemental budget appropriation in the amount of $16,313 for the purpose of accepting grant funds from the Jefferson County Climate Action Plan Flood Resilience Grant program

b. Resolution No. 32-2026 – a resolution amending the 2026 General Fund budget to reflect the approval of a supplemental budget appropriation in the amount of $40,341 to accept a grant from the Department of Justice Office of Community Oriented Policing Services in the total amount of $125,000

c. Resolution No. 33-2026 – a resolution amending the 2026 Fiscal Year General Fund budget to reflect the approval of a supplemental budget appropriation in the amount of $14,020 to accept a grant from the Colorado Department of

Transportation Law Enforcement Assistance Funding

PUBLIC HEARINGS AND ORDINANCES ON SECOND READING

2. Council Bill No. 12-2026 – an ordinance amending Chapter 2 of the Wheat Ridge Code of Laws to transfer the duties of the Board of Adjustment to the Planning Commission
3. Council Bill No. 14-2026 – an ordinance amending the Wheat Ridge Code of Laws concerning recreation vehicle parking in parks and open space areas

ORDINANCES ON FIRST READING

4. Council Bill No. 17-2026 – an ordinance approving the rezoning of property located at 5225 Swadley Street from Agricultural-Two (A-2) to Planned Residential Development (PRD) with approval of an outline development plan

DECISIONS, RESOLUTIONS, AND MOTIONS

5. Resolution No. 34-2026 – a resolution amending the 2026 Fiscal Year General Fund budget to reflect the approval of a supplemental budget appropriation in the amount of $96,000 for the purpose of equity audit services
6. Motion to appoint Council Member Mike Okada to the IDEA Committee as Council Liaison
7. Consideration of Notice of Violation under Regulatory Impairment of Property Rights Statute

CITY MANAGER'S MATTERS

CITY ATTORNEY'S MATTERS

ELECTED OFFICIALS' MATTERS

ADJOURN TO SPECIAL STUDY SESSION

NOTES

CITY OF WHEAT RIDGE, COLORADO
STUDY SESSION
Monday, June 15, 2026

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

CALL TO ORDER
Mayor Korey Stites called the City Council Study Session of June 15, 2026, to order at 6:30 p.m.

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

Staff in Attendance: Deputy City Manager Marianne Schilling; Director of Community Development Lauren Mikulak; Director of Public Works Kent Kisselman; Neighborhood Engagement Coordinator Ashley Holland (via Zoom); Senior Planner Scott Cutler; Senior Deputy City Clerk Onorina Maloney; and other staff as needed.

PUBLIC COMMENTS ON AGENDA ITEMS

In person

Guy Nahmiach addressed Council regarding the 38th Avenue Refresh project. He stated that businesses along 38th Avenue were beginning to recover from the impacts of the Wadsworth Boulevard construction project and expressed concern regarding additional construction-related disruptions.

Via Zoom:
Kelly Blynn was not present online when public comment was called.

Wheat Ridge Speaks
Item No. 1 - 38th Ave Main St Refresh
Nikki Larsen

Comment received on Jun 15, 2026 at 10:18am
I'm excited about the improvements to 38th Avenue in our downtown area, it has been a long time coming. Beyond the cosmetic changes, I think we need to focus more on the functionality of the corridor and as part of that, ensuring that sidewalks are up to code for the entire stretch from Wads to Sheridan is extremely important. Same goes for adequate and safe bike lanes for that stretch, including connecting to the multi-use paths on Wads. This is a major corridor for residents, patrons, workers, and RTD riders. We have folks from the Highland West Apartments, Lakeside Post Acute, and Sandalwood trying to navigate in wheelchairs, with walkers, canes, etc., and they are often forced to use 38th itself. Families from the surrounding neighborhoods are riding bikes to Stevens and Highlands Montessori. The plans presented, while pleasing from an aesthetic standpoint, don't seem to take into consideration the every day needs of our city and seem more focused on visual aesthetics. We can make the area look beautiful, but if it isn't accessible, practical, and safe, none of that will matter. Thank you for your time!

1. 38th Avenue Refresh

Deputy City Manager Marianne Schilling introduced Director of Community Development Lauren Mikulak and Director of Public Works Kent Kisselman, who presented the 38th Avenue Main Street Refresh project.

Staff reviewed the history of planning efforts for 38th Avenue, noting the corridor has long been identified as Wheat Ridge's "Main Street." Following voter approval of the 2-J sales tax extension in November 2023, approximately $10 million was allocated for improvements between Wadsworth Boulevard and Sheridan Boulevard. Staff explained that the project is intended as a refresh rather than a full reconstruction, with improvements focused on streetscape enhancements, pedestrian safety, accessibility, and connectivity while working within existing physical and financial constraints.

Staff presented two conceptual design alternatives for the corridor. Alternative A generally maintains the existing roadway configuration, including on-street bicycle lanes and existing sidewalk widths, while Alternative B would reconfigure portions of the roadway to accommodate a wider shared-use path, expanded landscaping, enhanced public gathering spaces, and improved pedestrian amenities. Staff noted that the alternatives are conceptual and that the preferred design may incorporate elements of both concepts.

Staff also reviewed proposed pedestrian safety improvements near Stevens Elementary School, including installation of a HAWK signal, enhanced crosswalk markings, and a pedestrian refuge island at the intersection of Upham Street and 38th Avenue. The eastern portion of the corridor was identified as requiring fewer improvements, consisting primarily of lighting upgrades and streetscape enhancements.

Council discussed balancing pedestrian and bicycle safety, accessibility, business vitality, and preserving the character of the corridor. Discussion included the proposed shared-use path, on-street bicycle facilities, travel lane widths, parking configuration, landscaping, tree canopy, outdoor dining opportunities, school-zone safety, Americans with Disabilities Act (ADA) accessibility, transit accommodations, snow removal, construction impacts, whether certain proposed improvements extended beyond the scope of a corridor refresh, future maintenance responsibilities, the overall project timeline, and the process for approving potential flow-line changes. Staff explained that any roadway modifications requiring flow-line changes would return to Council for consideration by ordinance and that underground infrastructure needs would continue to be evaluated during design.

Neighborhood Engagement Coordinator Ashley Holland reviewed the proposed public engagement strategy, including meetings with directly affected businesses, tenants, and property owners, together with broader community outreach through Wheat Ridge Speaks and other engagement opportunities. Staff emphasized that the engagement process is intended to gather meaningful feedback from those most directly affected while also providing opportunities for community-wide participation.

Council reached consensus to proceed with the public engagement process and requested that staff continue refining the project concepts based on community feedback.

2. Events Venue Businesses

Deputy City Manager Marianne Schilling introduced Senior Planner Scott Cutler, who presented proposed revisions to the City's regulations governing event venues and social clubs.

Staff explained that the current Municipal Code regulates private event venues through a social club licensing framework that includes annual licensing requirements, renewal fees, police review, separation requirements, and locational restrictions. Staff noted that the regulations were originally developed to address issues associated with a former operator and may no longer reflect the variety of event venue business models operating today.

Staff presented a proposed zoning-based approach that would replace the existing licensing framework and regulate event venues as defined land uses within the Zoning Code. The proposal includes four categories: Indoor Event Venues, Outdoor Event Venues, Accessory Outdoor Entertainment associated with existing commercial uses, and Special Events on Agricultural Properties. Staff reviewed the proposed operating standards, Special Use Permit process, business licensing requirements, and enforcement considerations applicable to each category.

Council discussed how the proposed regulations would apply to existing event venues, accessory commercial uses, agricultural properties, special event liquor permits, future common consumption areas, and the relationship between zoning regulations, liquor licensing, and existing noise ordinances. Discussion also included enforcement procedures and operational standards intended to address parking, sanitation, neighborhood compatibility, and site-specific impacts. Staff explained that a retailer in a commercial zone wishing to serve alcohol at an event could do so through the special event liquor permit process.

Staff also explained that Sons of Italy would become a legally non-conforming use because of its current location and existing outdoor event space but could continue operating without expanding the outdoor event area. Council directed staff to continue evaluating how the proposed regulations would apply to existing event venues and future community events to ensure a practical transition to the revised code framework.

Council reached consensus on the proposed approach and requested that staff return with a draft ordinance, implementation materials, and a communication plan for affected businesses.

3. Staff Reports

No staff reports were presented.

4. Elected Officials' Reports

Councilmember Martell reported attending Coffee with the Mayor at Esther's, the second annual Wheat Ridge Pride celebration at the Green, and an ice cream social at Happiness Gardens. She shared information regarding a community fundraiser supporting local advocate Domenick Breton and thanked those who have contributed. She also acknowledged the City's recent organ donation proclamation and encouraged residents to consider becoming organ donors.

Councilmember Quinn reported attending Coffee with the Mayor and the concert at the Green. He shared a story illustrating a recent act of kindness by a community member and reflected that such moments contribute to the strong sense of community in Wheat Ridge. He also announced plans to host a district outreach event with Councilmember Snell in lieu of a June district meeting, with additional details to be shared.

Councilmember Snell announced office hours with Councilmember Martell on June 16, 2026 at Anne's Pie Café and encouraged residents to attend. She highlighted July's Engaged Wheat Ridge programming, including the July 9, 2026 event at the Active Adult Center in partnership with the Homeless Navigation Program. She also recognized Parks and Recreation staff for their work supporting the Pride celebration and noted the appreciation expressed by attendees.

Councilmember Larson observed that June 15 marks the anniversary of Benjamin Franklin's famous kite experiment before sharing observations from a recent family trip to Estes Park, where he noted the community's downtown streetscape improvements. He also referenced a recent road rage incident that received statewide attention as a reminder to exercise patience while traveling. Councilmember Larson requested a future briefing regarding the City's redistricting history and process in advance of the 2030 federal census.

Councilmember Wood reported participating in the American Planning Association's online Lobby Day in support of the 21st Century Road to Housing Act. She shared that the proposed legislation would expand resources available to local governments to address housing needs and noted that Wheat Ridge's congressional delegation has expressed support for the measure.

Mayor Stites thanked Esther's for hosting Coffee with the Mayor and recognized Sergeant Gross and Alex Rose of the Wheat Ridge Police Department for their participation. He announced that Coffee with the Mayor and related activities would be held on July 11, 2026, at the Green with Wheelie Bean, encouraged residents to participate in July's Engaged Wheat Ridge activities, and reminded Council that the next regular meeting will include presentation of the inaugural Community Champion Award.

ADJOURNMENT

Mayor Stites adjourned the June 15, 2026, Study Session at 8:14 p.m.

_____
Rachel Hultin, Mayor Pro Tem

_____
Onorina Z. Maloney, Senior Deputy City Clerk

MINUTES

CITY OF WHEAT RIDGE, COLORADO
CITY COUNCIL REGULAR MEETING
Monday, June 22, 2026
6:30 p.m.

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) in Council Chambers, or virtually.

CALL TO ORDER
Mayor Stites called the regular City Council meeting to order on June 22, 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; Kathleen Martell (attended remotely); Scott Ohm; Mike Okada; Patrick Quinn; Jenny Snell; and Susan Wood
Absent: Dan Larson
A quorum was established.

STAFF IN ATTENDANCE
City Manager Patrick Goff; Deputy City Manager Marianne Schilling; City Attorney Gerald Dahl; Police Chief Chris Murtha; Director of Community Development Lauren Mikulak; Director of Public Works Kent Kisselman; Director of Parks and Recreation Karen O'Donnell; Deputy City Clerk Onorina Maloney; Deputy City Clerk Lucy Spalenka; and other staff members as needed.

APPROVAL OF MINUTES
Study Session Notes June 1, 2026; City Council Meeting Minutes, June 8, 2026; Special Study Session Notes, June 8, 2026.
Minutes and study notes were approved as presented.

APPROVAL OF AGENDA
No changes to the agenda were proposed.

PROCLAMATIONS AND CEREMONIES

1.Citizen Police Academy Graduation
Officer Mark Fischer and Officer Kylee Fischer recognized the 2026 Citizens Police Academy graduates and thanked them for their participation. The following graduates were recognized: April Bodendorfer; Tony Carpenter; Kathleen Fischer; Aspen Jacoby; Miette Jandreau; Arlan Nimrod; Lynn Nimrod; Mahri Reed; Daneen Rock.

2.Police Recruit Graduation
Chief Murtha introduced the City's eight new police recruits, noting they had completed academy training and would continue field training before serving independently. Each recruit introduced themselves and shared brief remarks regarding their backgrounds and reasons for joining the Wheat Ridge Police Department. Council congratulated the recruits: Officer Jack Bryant; Officer Justin Hamroun; Officer Greg Kipp; Officer Alex Sailor; Officer Brendan Roy; Officer Dakota LaRoche; Officer Addison Southwick; Officer Grace Taylor.

3.Community Champion Award Presentation
Mayor Stites announced the passing of Dominick Breton, who had been selected earlier in the month as the inaugural recipient of the Mayor's Community Champion Award. He noted that Mr. Breton passed away before the award could be presented and recognized his longstanding service and contributions to the Wheat Ridge community through his leadership of the Wheat Ridge Chamber of Commerce, service with the Kiwanis Club, and support of local businesses and community events.

Mayor Stites announced that the Community Champion Award and commemorative challenge coin would be presented to Mr. Breton's family at a future Council meeting. He further announced that the award would be permanently renamed the **Dominick Breton Community Champion Award** in recognition of Mr. Breton's enduring legacy of community service.

Mayor Stites concluded the presentation by leading those in attendance in a moment of silent reflection.

PUBLIC'S RIGHT TO SPEAK

In person

Maureen Daley expressed concern about the impact of ICE enforcement on immigrant families, referenced the Council's February human dignity and civil rights resolution, and urged the Council to adopt an ordinance implementing its principles.

Mary Drobnik urged the Council to adopt ordinances limiting local cooperation with ICE, requiring judicial warrants for immigration enforcement, requiring law enforcement identification, and restricting ICE access to City property. She cited actions taken by other Colorado municipalities as examples.

Don Slavin discussed public safety, city liability, and local cooperation with federal immigration enforcement. He referenced Colorado law, Section 287(g) agreements, and the Wheat Ridge Police Department's policy regarding assistance to federal agencies.

Devin Green described his experience during an ICE operation in Lakewood, expressed concern about the role of local law enforcement during the incident, and urged the Council to take action to help prevent similar events in Wheat Ridge.

Megan Crow stated that immigration enforcement is affecting Wheat Ridge residents and urged the Council to take action. She expressed confidence that the community has the resources to support additional local protections.

Steven Blette requested that the Council direct staff to prepare ordinances addressing local cooperation with ICE, judicial warrant requirements, law enforcement identification, and restrictions on the use of City property for federal immigration enforcement activities.

Lauren Andraski expressed appreciation for the City's transparency and the Council's previously adopted human dignity and civil rights resolution. She encouraged the Council to adopt additional measures to implement the resolution's principles and protect community members.

Meg Reed discussed the economic contributions of immigrants and expressed concerns regarding current immigration enforcement practices. She cited information and personal observations in support of her request for additional local protections.

Mariann Stork encouraged the Council to strengthen the February human dignity and civil rights resolution by adopting enforceable ordinances. She urged the Council to act promptly.

Shannon Sturtevant expressed concern about immigration enforcement practices and encouraged the Council to develop local policies and protocols addressing potential ICE activity within the community.

Robin MacKinnon discussed her observations of an ICE operation in Lakewood, expressed concerns about community impacts and representation, and encouraged the Council to consider additional local protections. She also invited Council members to attend a community training event.

Valerie Beck expressed support for previous speakers regarding immigration issues and thanked the Wheat Ridge Police Department for its service. She also honored the memory of Dominick Breton and encouraged the community to carry forward his welcoming spirit.

Via Zoom
No speakers signed up

Wheat Ridge Speaks

Kyle Edewaard
Comment received on Jun 19, 2026 · 4:10pm
Item No. 2 - MEMO - RFI Wilmore Davis update
I live in the neighborhood and fully support the city staff's selection of Spectra. ABA centers like Spectra serve a vital need in our community and their services are in high demand. I believe the organization would be a great fit for our neighborhood and would welcome them with open arms.

1.CONSENT AGENDA

Item Number 1a
Resolution Number 29-2026
Title: A resolution amending the 2026 Fiscal Year General Fund budget to reflect the approval of a supplemental budget appropriation in the amount of $9,000 for the purpose of accepting and utilizing grant funds from the Jefferson County Open Space Foundation Nature's Next Stewards program.
Issue: The City of Wheat Ridge was awarded $9,000 from the Jefferson County Open Space Foundation's Nature's Next Stewards Program. The funding will support additional field trips for summer Sun Camp participants during 2026; focusing on visiting natural spaces in the county and paired with environmental education.
To increase the Sun Camp 2026 budget to spend the funding appropriately, the City must amend the Sun Camp 2026 operating supplies budget by passing this supplemental budget appropriation.
Councilmember Martell read the title and issue into the record
Motion: Councilmember Martell moved to approve Resolution No. 29-2026, a resolution amending the 2026 Fiscal Year General Fund budget to reflect the approval of a supplemental budget appropriation in the amount of $9,000 for the purpose of accepting and utilizing grant funds from the Jefferson County Open Space Foundation's Nature's Next Stewards program.
Second: Mayor Pro Tem Hultin
Vote: 7 ayes; 0 nays
Motion carried.

PUBLIC HEARINGS AND ORDINANCES ON SECOND READING

Item Number 2
Council Bill Number 11-2026
Title: An ordinance reappointing Jonathan Lucero as presiding Municipal Court Judge and approving a municipal judge services agreement
Issue: The City's Home Rule Charter provides for appointment of the municipal court judge for a term of two years. The current term of Presiding Judge Jonathan Lucero expires July 1, 2026.
Councilmember Snell read the title and issue into the record
Mayor Stites opened the public hearing
City Attorney Dahl addressed Council explaining that the Charter requires the judge's compensation to be set by ordinance and that Judge Lucero had requested a modest increase in compensation. The ordinance accordingly attaches the current presiding municipal judge services agreement reflecting the new compensation rate.
Judge Lucero reported on court operations since his previous appearance, including the retirement of the longtime prosecutor, the hiring of a replacement prosecutor, and recent trends in expired registration and photo radar cases.
No members of the public signed up to speak.
No questions were raised from Council.
Mayor Stites closed the public hearing.
Motion: Councilmember Snell moved to approve Council Bill No. 11-2026, an ordinance reappointing Jonathan Lucero as Presiding Municipal Court Judge and approving a Municipal Judge Services Agreement, on second reading, and that it takes effect upon adoption.
Second: Councilmember Ohm
Vote: 7 ayes; 0 nays
Motion carried.

Item Number 3
Council Bill Number 13-2026
Title: An ordinance amending the Wheat Ridge Code of Laws concerning disposition of lost, abandoned, and unclaimed property.
Issue: The Colorado Revised Uniform Unclaimed Property Act (the "Act') generally requires holders of unclaimed property, such as the City, to disburse unclaimed cash and cash instruments to the state treasurer. The Act had allowed a local government to exempt itself from the Act if it adopted a local ordinance concerning unclaimed property, which the City did in February 2025. However, on June 4, 2025, Governor Polis signed House Bill 25-1224 which removed this exemption from the Act. This ordinance revises Code sections to comply with the Act, as amended on June 4, 2025, and simplifies the procedure for the City's disposition of unclaimed property.
Councilmember Okada read the title and issue into the record.
Mayor Stites opened the public hearing

Attorney Dahl presented the staff report, explaining that the ordinance updates the City's unclaimed property procedures to comply with changes in state law requiring unclaimed intangible property to be remitted to the State Treasurer, while streamlining the disposition process for tangible personal property.
Attorney Dahl also identified an error in Section 3 of the ordinance, explaining that it inadvertently included code sections that had already been repealed. He requested that the maker of the motion include the phrase "**with the exception of Section 3**" to exclude those provisions from the ordinance.
No members of the public signed up to speak.
No questions were raised from Council.
Mayor Stites closed the public hearing
Motion: Councilmember Okada moved to approve Council Bill No. 13-2026, an ordinance amending the Wheat Ridge Code of Laws concerning disposition of lost, abandoned, and unclaimed property, on second reading, and that it takes effect fifteen days after final publication as provided by the Charter, **with the exception of Section 3.**
Second: Councilmember Quinn
Vote: 7 ayes; 0 nays
Motion carried.

ORDINANCES ON FIRST READING

Item Number 4
Council Bill Number 14-2026
Title: An ordinance amending the Wheat Ridge Code of Laws concerning recreational vehicle parking in parks and open space areas.
Issue: Proposed amendments to Sections 17-1 and 17-52 of the Wheat Ridge Code of Laws concerning the parking and use of recreational vehicles (RVs) and other oversized vehicles within City parks, trails, open spaces, the Recreation Center, and other recreation areas. The proposed changes are intended to ensure these public spaces remain available for their intended recreational purposes and are not used for extended stays, residential occupancy, or activities that interfere with public access and enjoyment.
Councilmember Ohm read the title and issue into the record.
Motion: Councilmember Ohm moved to approve Council Bill No. 14-2026, an ordinance amending the Wheat Ridge Code of Laws concerning recreational vehicle parking in parks and open space areas, on first reading, order it published, public hearing set for Monday, July 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 15 days after final publication.
Second: Councilmember Okada
Vote: 7 ayes; 0 nays
Motion carried.

DECISIONS, RESOLUTIONS, AND MOTIONS

Item Number 5
MOTION
Title: Motion approving a contract with GameTime in the amount of $530,000 for Fruitdale Park and Prospect Park Playgrounds
Issue: Fruitdale Park and the eastern playground at Prospect Park in 2026. Three vendors provided options for each playground. Following a public survey, student engagement at two charter schools in the area, and staff evaluation, the options provided by GameTime are being recommended by staff. This Motion would approve a $530,000 contract to order the two playgrounds from GameTime and for GameTime's local installer, Altitude Recreation, to install the playgrounds and related surfacing.
Councilmember Wood read the title and issue into the record.
Motion: Councilmember Wood moved to approve a contract with GameTime in the amount of $530,000 for Fruitdale Park and Prospect Park playgrounds.
Second: Councilmember Snell
Vote: 7 ayes; 0 nays
Motion carried.

Item Number 6
Resolution Number 30-2026
Title: A resolution authorizing the Mayor to sign the Intergovernmental Agreement establishing the Clear Creek Trail collaborative.
Issue: This proposed Intergovernmental Agreement (IGA) would formally establish the Clear Creek Trail Collaborative. The City of Wheat Ridge manages approximately 7 miles of the regional, 65-mile Clear Creek Trail and 14 other government agencies either directly manage, or indirectly assist with managing, other trail segments. The IGA establishes clear governance, decision-making, and voting structures; establishes quarterly meetings and annual strategic planning and makes a formal commitment to the Clear Creek Trail name and branding. The IGA further ensures that Member Agencies maintain a continued commitment to the branding, construction, maintenance, and management of the trail, without committing any Agency to financial contributions.
Councilmember Quinn read the title and issue into the record.
Motion: Councilmember Quinn moved to approve Resolution No. 30-2026, a resolution authorizing the Mayor to sign the Intergovernmental Agreement establishing the Clear Creek Trail collaborative.
Second: Councilmember Wood
Vote: 7 ayes; 0 nays
Motion carried.

Item Number 7
Motion
Title: Motion to approve appointments to Board, Commission, and Committees

Issue: Over the last quarter, resignations were received from members of several Boards, Commissions, and Committees. There are currently sixteen existing vacancies.
2025 Boards, Commissions, & Committees Annual Appointments
Mayor Pro Tem Hultin introduced the motion to approve appointments to boards, commissions, and committees, noting that resignations received over the prior quarter had created 16 existing vacancies.
Mayor's appointments:
Mayor Stites presented the following appointments: Bill Powell to the At-Large Building Code Advisory Board (term to expire March 2, 2029); Amanda Weaver to the Election Commission (term to expire December 11, 2027); Aspen Jacoby to the Election Commission (term to expire December 11, 2027); Kia Ruiz to the At-Large IDEA Committee (term to expire March 2, 2028); Valerie Beck to the At-Large IDEA Committee (term to expire March 2, 2028); Ryan Zeman to the At-Large IDEA Committee (term to expire March 2, 2029); and Laura Singer to the At-Large Sustainable Wheat Ridge Committee (term to expire March 2, 2029).
Mayor Pro Tem Hultin moved to ratify the Mayor's recommendations as presented by the Mayor.
Second: Councilmember Ohm
Vote: 7 ayes; 0 nays
Motion carried.

District II
Motion: Mayor Pro Tem Hultin moved to appoint Kelsey Robb to the District II Community Partners Grant Program Committee (term to expire March 2, 2027); Krystal Knutson to the District II Community Partners Grant Program Committee (term to expire March 2, 2028); Kelsey Robb to the District II Parks and Recreation Commission (term to expire March 2, 2029); and Karen Stanley to the District II IDEA Committee (term to expire March 2, 2027).
Second: Councilmember Ohm
Vote: 7 ayes; 0 nays
Motion carried

District III
Motion: Councilmember Quinn moved to appoint Aspen Jacoby to the District III Community Partners Grant Program Committee (term to expire March 2, 2028).
Second: Councilmember Wood
Vote: 7 ayes; 0 nays
Motion carried.

District IV
Prior to the District IV appointment, City Attorney Dahl addressed a potential conflict of interest involving Councilmember Okada. He explained that Charter Section 4-10 prohibits Councilmembers from participating only when a financial conflict of interest exists. Because the appointment of Councilmember Okada's spouse did not present a

financial conflict, Attorney Dahl advised that Councilmember Okada was permitted to vote and, unless excused by Council, was required to do so. He further advised that Councilmember Okada could make the motion.
Motion: Councilmember Okada moved to appoint Darla Okada to the District IV Cultural Commission, term to expire March 2, 2027.
Second: Mayor Pro Tem Hultin
Vote: 7 ayes; 0 nays
Motion carried.

CITY MANAGER'S MATTERS

City Manager Goff announced that the City's homeless navigation program had placed its 200th individual into housing and recognized staff members involved in the program.

CITY ATTORNEY'S MATTERS

City Attorney Dahl had no matters to report.

ELECTED OFFICIALS' MATTERS

Councilmember Okada expressed condolences on the passing of Dominick Breton and encouraged the community to remember him. He also recognized a resident who assisted with keeping two dogs safe after they were seen running loose near Youngfield Street and West 44th Avenue and thanked animal control for responding to the incident.

Councilmember Wood expressed condolences on the passing of Dominick Breton and reported attending the Colorado Municipal League Annual Conference. She noted the passage of the Road to Housing Act in the Senate and recognized the Pride Month Zumba event held at the Wheat Ridge Recreation Center.

Councilmember Quinn thanked Mayor Stites for honoring Dominick Breton He reported attending the Goat Parade and the Parks and Recreation Commission meeting. He thanked residents who provided public comment and those volunteering on boards and commissions, acknowledged the City's milestone of housing its 200th individual through the homeless navigation program, and invited District 3 residents to a community outreach event on July 8, 2026.

Councilmember Martell, participating remotely, thanked the City for providing remote participation technology. She acknowledged residents who spoke during public comment, reported on the Sustainable Wheat Ridge Committee's meeting with the EX5 team regarding sustainability planning, and expressed condolences to the family of Dominick Breton.

Councilmember Snell reported attending the City's Safety Soiree and recognized staff for quickly adapting when the scheduled food vendor became unavailable. She reminded residents of the upcoming Cultural Commission grant application deadline, acknowledged residents who spoke during public comment, and expressed condolences on the passing of Dominick Breton.

Councilmember Ohm thanked residents for the respectful manner in which they participated in public comment. He welcomed the City's new police recruits, recognized Chief Murtha's leadership, and shared his support for the approved playground replacements after observing the active use of Prospect Park by families.

Mayor Pro Tem Hultin reflected on the life and community contributions of Dominick Breton. She announced upcoming Bike to Work Day and Engage Wheat Ridge events, encouraged residents to keep dogs leashed following a recent dog attack, and requested Council consensus to schedule a study session regarding potential local regulations related to protections for immigrant neighbors. Council consensus was expressed, and City Manager Goff agreed to schedule the topic for a future study session.

Mayor Stites thanked the public speakers for addressing difficult topics and recognized the Citizens Police Academy graduates and new police officers, noting that the reasons officers choose Wheat Ridge reflect the qualities that make the community a place residents are proud to call home. He also reported attending the Safety Soiree, the goat parade, and visiting local businesses along 38th Avenue in memory of Dominick Breton. The Mayor reflected on Dominick Breton’s longstanding commitment to the community, shared personal memories of his friendship, and encouraged residents to honor his example by caring for one another and continuing to strengthen the community.

ADJOURNMENT

There being no further business to come before Council, Mayor Stites adjourned the June 22, 2026, Regular Council Meeting at 8:25 p.m.

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Rachel Hultin, Mayor Pro Tem

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Onorina Z. Maloney, Senior Deputy City Clerk

NOTES

CITY OF WHEAT RIDGE, COLORADO
SPECIAL STUDY SESSION
Monday, June 22, 2026

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

CALL TO ORDER
Mayor Korey Stites called the City Council Special Study Session of June 22, 2026, to order at 8:35 p.m.

ATTENDANCE
Councilmembers Present: Rachel Hultin; Kathleen Martell (attended remotely); Scott Ohm; Mike Okada; Patrick Quinn; Jenny Snell; and Susan Wood.
Absent: Dan Larson
Staff in Attendance: City Manager Patrick Goff; Deputy City Manager Marianne Schilling; Director of Community Development Lauren Mikulak; Assistant City Manager Wyatt Peterson; Director of Parks and Recreation Karen O'Donnell; Senior Deputy City Clerk Onorina Maloney; and other staff as needed.

PUBLIC COMMENTS ON AGENDA ITEMS
No public comments were received in person, via Zoom, or through Wheat Ridge Speaks.

Item 1: 2026 Resident Survey Report
City Manager Patrick Goff introduced the item and turned it over to Deputy City Manager Marianne Schilling, who introduced Sonya Wytinck, Executive Vice President of Data and Insights at Polco.

Ms. Wytinck presented the results of the 2026 Community Survey. She reported that 5,000 randomly selected households were invited to participate, resulting in 786 completed surveys collected between March 9 and April 20, 2026. The 17% response rate produced a 3.5% margin of error.

Survey results showed Wheat Ridge rated above national benchmarks in areas including parks and recreation, bike and bus travel, city employees, housing options, and police

emergency response. Lower-rated areas included street and sidewalk conditions, employment opportunities, education opportunities, and crime prevention. Compared with Front Range peer communities, Wheat Ridge rated higher in overall quality of life, the direction the city is taking, transportation, housing, and development.

Ms. Wytinck reported that nearly all evaluative measures improved from the 2023 survey, with employment opportunities representing the only decline, reflecting a broader national trend. Overall quality of life, resident satisfaction with city services, and confidence in city government remained strong, with ratings for the city's overall direction reaching their highest levels since survey tracking began in 2004.

The survey also found strong resident support for continued investment in transportation infrastructure, parks and open space, stormwater improvements, sidewalks, bicycle facilities, and Americans with Disability Act (ADA) accessibility. Areas identified for continued attention included homelessness, land use planning and zoning, and street maintenance.

Council Discussion
Council discussed how survey responses should be interpreted, including whether lower ratings in some categories may reflect limited public familiarity rather than dissatisfaction. Staff explained that survey results will help inform future budget discussions, public engagement, and policy decisions, while noting that additional polling and community engagement will provide important context.
Council also discussed using the survey findings during Engage Wheat Ridge activities and observed that the results provide a valuable measure of community sentiment alongside other forms of public feedback. Staff noted that resident survey priorities continue to inform budget recommendations and future planning efforts.

Item 2: Request for Interest — Wilmore Davis Elementary School

City Manager Goff introduced the item, explaining that staff was seeking Council consensus on three process-related actions to continue work on the Wilmore Davis property.
Director of Community Development Lauren Mikulak summarized the Request for Interest (RFI) process, noting that eight proposals were received for Wilmore Davis Elementary and six proposals for Colorow Elementary. Because of timing associated with a potential educational use, staff focused the discussion on Wilmore Davis.

Director Mikulak explained that proposals were evaluated based on compatibility with the planned park, consistency with City plans, community benefit, feasibility, organizational capacity, and the ability to support a successful disposition process with the school district.

Staff recommended Spectra Centers as the preferred partner. Director Mikulak described Spectra as a Colorado-based educational organization serving students

whose educational needs cannot be met in traditional public school settings. She explained that the proposal preserves the existing building, accommodates the City's planned park, requires no significant zoning approvals, maintains an educational use, and minimizes land use impacts. She also noted that neighborhood outreach would occur during the summer, followed by a separate public process for park planning should negotiations proceed.

Staff requested Council consensus to:

1. Select Spectra Centers as the preferred partner for the Wilmore Davis site;
2. Authorize negotiation of a non-binding Letter of Interest; and
3. Direct staff to prepare a formal proposal for the school district and draft agreements for future Council consideration.

Council Discussion

Council expressed support for the staff recommendation, noting that the proposal preserves both the existing building and its educational use while accommodating the planned public park. Council also discussed preserving the Wilmore Davis name as part of the future park planning process. Staff responded that the City's naming policy would provide an appropriate opportunity to consider that question.

Council expressed consensus on all three requested items.

City Manager Goff thanked Council for its direction and noted that formal agreements with Spectra Centers and the school district would return to Council for consideration before any final action.

ADJOURNMENT

Mayor Stites adjourned the June 22, 2026, Special Study Session at 9:23 p.m.

_____

Rachel Hultin, Mayor Pro Tem

_____

Onorina Z. Maloney, Senior Deputy City Clerk

WHEAT RIDGE, CO



EST. 1969

PROCLAMATION
MAYORS MONARCH PLEDGE
JULY 13, 2026

WHEREAS, the monarch butterfly is an iconic North American species whose multigenerational migration and metamorphosis from caterpillar to butterfly has captured the imagination of millions of Americans; and

WHEREAS, both the western and eastern monarch populations have seen significant declines with less than one percent of the western monarch population remaining, while the eastern population has fallen by as much as ninety percent; and

WHEREAS, the City of Wheat Ridge recognizes that human health ultimately depends on the well-functioning ecosystems and that biodiverse regions can better support food production, healthy soil and air quality and can foster healthy connections between humans and wildlife; and

WHEREAS, every resident of Wheat Ridge can make a difference for the monarch by planting native milkweed and nectar plants to provide habitat for the monarch and pollinators in locations where people live, work, learn, and play; and

WHEREAS, the City of Wheat Ridge has committed to a future of sustainable environmental outcomes with programs such as Sustainable Wheat Ridge and Regenerate Wheat Ridge.

NOW THEREFORE BE IT RESOLVED that I Korey Stites, Mayor of the City of Wheat Ridge, and the Wheat Ridge City Council call upon the City of Wheat Ridge, to join us in recognizing July 13, 2026, as

MAYORS MONARCH PLEDGE DAY

in the City of Wheat Ridge and encourage all residents to participate in community activities that support and celebrate monarch conservation

IN WITNESS WHEREOF, on this 13th day of July 2026.

Janeece Hoppe, City Clerk

Korey Stites, Mayor

WHEAT RIDGE, CO



EST. 1969

PROCLAMATION
PARKS AND RECREATION MONTH
JULY 2026

WHEREAS, parks and recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and

WHEREAS, parks and recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimer's; and

WHEREAS, parks and recreation encourages physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and

WHEREAS, park and recreation programming and education activities, such as out-of-school time programming, youth sports and environmental education, are critical to childhood development; and

WHEREAS, parks and recreation increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, parks and recreation is essential and adaptable infrastructure that makes our communities resilient in the face of natural disasters and climate change; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

NOW THEREFORE BE IT RESOLVED that I Korey Stites Mayor of the City of Wheat Ridge, and the Wheat Ridge City Council do hereby declare July 2026 as

PARKS AND RECREATION MONTH

IN WITNESS WHEREOF, on this 13th day of July 2026.

Janeece Hoppe, City Clerk

Korey Stites, Mayor

WHEAT RIDGE, CO



EST. 1969

PROCLAMATION
DISABILITY PRIDE MONTH

WHEREAS, July is Disability Pride Month, a time to celebrate the achievements, contributions, and resilience of individuals with disabilities, and to promote inclusion, acceptance, and understanding of disability as a natural part of human diversity; and

WHEREAS, people with disabilities make up a significant and valuable portion of our communities, and their unique perspectives, talents, and experiences enrich our society and contribute to our collective progress; and

WHEREAS, Disability Pride Month provides an opportunity to recognize and honor the accomplishments of individuals with disabilities in various fields, including education, employment, arts, sports, science, and advocacy; and

WHEREAS, the City of Wheat Ridge acknowledges the barriers and challenges faced by individuals with disabilities, including societal attitudes, built and architectural barriers, lack of accessibility, discrimination, and unequal opportunities; and

WHEREAS, it is essential to promote a society that embraces disability as an integral and valued part of human diversity, where all individuals are treated with dignity, respect, and equality, and where barriers to participation and inclusion are eliminated; and

WHEREAS, we appreciate the efforts of disability rights activists, organizations, and advocates who work tirelessly to advance the rights, independence, and well-being of individuals with disabilities, and to create a more inclusive and accessible world for all.

NOW THEREFORE BE IT RESOLVED, I, Korey Stites, Mayor of the City of Wheat Ridge, along with the Wheat Ridge City Council, formally designate the month of July 2026, as

Disability Pride Month

IN WITNESS WHEREOF, on this 13th day of July 2026.

Janeece Hoppe, City Clerk

Korey Stites, Mayor

ITEM NUMBER: 1a
DATE: JULY 13, 2026

REQUEST FOR CITY COUNCIL ACTION

RESOLUTION NO. 31-2026

TITLE: A RESOLUTION AMENDING THE 2026 FISCAL YEAR OPEN SPACE FUND BUDGET TO REFLECT THE APPROVAL OF A SUPPLEMENTAL BUDGET APPROPRIATION IN THE AMOUNT OF $16,313 FOR THE PURPOSE OF ACCEPTING GRANT FUNDS FROM THE JEFFERSON COUNTY CLIMATE ACTION PLAN FOOD RESILIENCE GRANT PROGRAM

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

QUASI-JUDICIAL ☐YES ☒NO

ISSUE:

The City of Wheat Ridge was awarded $16,313 from the Jefferson County Climate Action Plan Food Resilience Program. The funding will support the Randall Park Neighborhood Farm project. A supplemental budget appropriation is required to allow for the funds to be used for the project. Additionally, the grant agreement must be signed by the mayor to formalize the request.

PRIOR ACTION:

There has been no prior action taken by Council on this issue.

FINANCIAL IMPACT:

This supplemental budget appropriation in the amount of $16,313 will allow the Parks and Recreation department to utilize the funding to support the Randall Park Neighborhood Farm project. This funding would increase the 320-80871-601 budget in 2026 by $16,313. $16,313 will be reimbursed to the City in the form of two payments.

- *Reimbursement #1*: Up to $12,000 to be initiated after approval of the interim report. Interim report due September 7, 2026.

- *Reimbursement #2*: Up to $4,313 (or remaining amount per agreement, not to exceed $16,313 in total reimbursement) to be initiated after approval of the final report. Final report due November 1, 2026.

BACKGROUND:

The Jefferson County Food System Resilience Grant Program empowers local farmers, nonprofits, and food system partners to create community-driven solutions that advance the county's Climate Action Plan. Managed by Jefferson County Public Health and the Sustainability Program, the grants award up to $20,000 per applicant for eligible projects.

The Randall Park Neighborhood Farm is a 6,000 square foot plot of land within Randall Park. In 2021, the City purchased the land and determined through surveys and community engagement to use the land for education and food production. Based on the results of the engagement sessions and experience with Happiness Gardens, City staff decided to proceed with a slightly different model from the traditional community garden. Unlike Happiness Garden, which has 50 separate rental plots, the Randall Park Neighborhood Farm will be one shared plot where neighbors work together to grow food. The neighborhood farm model emphasizes self-propelled leadership, empowering participants to take initiative based on their interests and skills and collectively manage the farm and grow the food they choose. This project engaged the community for feedback on the design through in-person meetings, as well as the What's Up Wheat Ridge online platform. The design is intended to be a model for 'front yard' farming and integrates pollinator gardens with food forests, and traditional food production areas. The City has funded infrastructure (fencing, electricity, irrigation, signage, tool shed, ADA access) and is providing opportunities for training and mentorship from experienced agriculture leaders.

This project's Scope of Work supports the Jefferson County Climate Action Plan Goals by advancing the existing regenerative agriculture workshop series, developing an innovative on-farm compost system and improving underutilized land for community food production.

Specifically creating The Living Soil Program (LSP) at the Randall Park Neighborhood Farm, the LSP will function as the operational engine for the farm, transforming organic waste management into a regenerative food production system. The program will model efficient compost management for soil life. Conventional compost is often managed for waste management purposes, forgoing the important biology that provides plants with nutrients. The Living Soil Program prioritizes healthy biology for efficient waste conversion.

RECOMMENDATIONS:

Parks and Recreation Department staff recommend passing this Resolution and associated supplemental budget appropriation, so additional funds can benefit the

Randall Park Neighborhood Farm project.

RECOMMENDED MOTION:

"I move to approve Resolution No. 31-2026, a resolution amending the 2026 Fiscal Year Open Space budget to reflect the approval of a supplemental budget appropriation in the amount of $16,313 for the purpose of accepting grant funds from the Jefferson County Climate Action Plan Food Resilience grant program."

Or,

"I move to postpone indefinitely Resolution No. 31-2026, a resolution amending the 2026 Fiscal Year Open Space budget to reflect the approval of a supplemental budget appropriation in the amount of $16,313 for the purpose of accepting grant funds from the Jefferson County Climate Action Plan Food Resilience grant program for the following reason(s)."

REPORT PREPARED/REVIEWED BY:

Karen O'Donnell, Director of Parks and Recreation
Patrick Goff, City Manager

ATTACHMENTS:

1. Council Resolution No. 31-2026
2. 2026 Climate Action Plan Food Resilience Grant Agreement (City of Wheat Ridge)

CITY OF WHEAT RIDGE, COLORADO

RESOLUTION NO. 31

SERIES OF 2026

TITLE: A RESOLUTION AMENDING THE 2026 FISCAL YEAR OPEN SPACE FUND BUDGET TO REFLECT THE APPROVAL OF A SUPPLEMENTAL BUDGET APPROPRIATION IN THE AMOUNT OF $16,313 FOR THE PURPOSE OF ACCEPTING GRANT FUNDS FROM THE JEFFERSON COUNTY CLIMATE ACTION PLAN FOOD RESILIENCE GRANT PROGRAM

WHEREAS, the City of Wheat Ridge has been awarded grant dollars from the Jefferson County Climate Action Plan Food Resilience grant program to support the Randall Park Neighborhood Farm project; and

WHEREAS, the City of Wheat Ridge wishes to accept and invest these funds into the Randall Park Neighborhood Farm; and

WHEREAS, the Wheat Ridge City Council approves the associated $16,313 supplemental budget appropriation, allowing for the transfer of these funds into the Open Space Fund expense account 320-80871-601; and

WHEREAS, the Wheat Ridge City Council authorizes the Mayor to sign the associated grant agreement.

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

Section 1. The Mayor or the City Manager of the City or any other member of the City Council and all appropriate City officers are hereby authorized and directed to execute and deliver and the City Clerk is hereby authorized and directed to attest and deliver such other agreements and certificates and to take such other actions as may be necessary or convenient to carry out and give effect to the Assignment and this Resolution.

Section 2. Nothing contained in this Resolution, or the Assignment shall constitute a debt, indebtedness, or multiple-fiscal year direct or indirect debt or other financial obligation of the City within the meaning of the Constitution or statutes of the

ATTACHMENT 1

Section 3. State or the home rule charter of any political subdivision thereof, nor give rise to a pecuniary liability of the City or a charge against its general credit or taxing powers.

Section 4. If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

Section 5. This Resolution shall be in full force and effect upon its passage and approval.

DONE AND RESOLVED this 13th of July 2026

_____
Korey Stites, Mayor

[SEAL]

ATTEST:

_____
Onorina Maloney, Sr. Deputy City Clerk

2026 Jefferson County Climate Action Plan Food Resilience Grant
Grant Agreement

Grantee/Recipient Section
Organization's Full Legal/Corporate Name: City of Wheat Ridge
Agreement Maximum Amount: $16,313.00

Grantee Representative's Name: Karen O'Donnell
Title: Director of Parks and Recreation
Email Address: kodonnell@wheatridge.gov
Mailing Address: 7490 W. 45th Avenue, Wheat Ridge, CO 80033
Telephone Number: 303-231-1307

Grantor Section:
Jefferson County Public Health (JCPH)
JCPH Representative's Name: Willow Cozzens
Email Address: wcozzens@jeffco.us
Mailing Address: 100 Jefferson County Parkway #4500, Golden, CO 80401
Telephone Number: 720-485-7033

With a copy to:
Jefferson County Attorney
Mailing Address: 100 Jefferson County Parkway, Golden, CO 80419
Email Address: CAOContracts@jeffco.us
Telephone Number: 303-271-8900

Expected Agreement Performance Beginning Date/Effective Date: July 6, 2026 or Date of Full Execution, whichever is later
Fund Expenditure End Date: November 1, 2026
Agreement Expiration Date: December 31, 2026

Final Report Due Date: November 1, 2026

ATTACHMENT 2

1. **Parties**
This Agreement is entered into by and between Grantee named on the first page of this Agreement ("Grantee"), and Jefferson County Public Health, a body politic and corporate ("JCPH" or the "Grantor") on behalf of the 2026 Jefferson County Climate Action Plan Food Resilience Grant Program. The Grantee and Grantor agree to the terms and conditions of this Agreement. The Grantee and Grantor may individually be referred to as a "Party" or collectively as "Parties."

2. **Use of Grant Funds**
The funds for this grant have been made possible by the 2026 Jefferson County Climate Action Plan Food Resilience Grant Program. The funding received hereunder must be used for the intent and purpose described in the grant request and this Agreement, including the attached Exhibit A (the "Work"). The Grantee shall complete the Work as described in this Agreement and in accordance with the provisions of Exhibit A. The Grantee shall follow guidelines on due diligence to acquire the best service for the best price. The Grantor shall have no liability to compensate the Grantee for the performance of any Work that is not specifically set forth in this Agreement. Any funds not used for these purposes, or that remain unspent at the end of the grant period, are to be returned to the Grantor.

3. **Term and Effective Date**

   a. **Effective Date.** This Agreement shall not be valid or enforceable until the Effective Date. The Grantor shall not be bound by any provision of this Agreement before the Effective Date and shall have no obligation to pay the Grantee for any Work performed or expense incurred prior to the Effective Date or after the Fund Expenditure End Date.
   b. **Term.** The Parties' respective performance under this Agreement shall commence on the Agreement Performance Beginning Date shown on the first page of this Agreement and shall terminate on the Agreement Expiration Date shown on the first page of this Agreement (the "Term") unless sooner terminated or further extended in accordance with the Terms of this Agreement.

4. **Payment of Grant Funds**

   a. **Maximum Amount.** Grantor shall reimburse the Grantee up to the Agreement Maximum Amount Reimbursable set forth on the first page of this Agreement pursuant to the terms of this Agreement.
   b. **Payment.**
      i. Total payment will not exceed the Agreement Maximum Amount.
      ii. The Grantor will distribute the payment(s) to the grantee according to the agreed payment schedule outlined in the attached Exhibit C.
      iii. Retainage: An amount equal to 10% of the total maximum award of this Agreement shall be retained by the Grantor, and will not be paid to the Grantee until appropriate expenditure of the grant funds hereunder has been verified by the Grantor. This is made clear in the payment schedule in Exhibit C.
      iv. The Grantor shall distribute the portion of its funding of the Agreement Maximum Amount to the Grantee at the address indicated on the first page of this Agreement if by mail, or by electronic funds transfer if the Grantee provides the proper documentation for an electronic transfer of funds as required by the Grantor.
   c. **Grantee Matching Funds**. There is no matching requirement for this Agreement.
   d. **Erroneous Payments.** The Grantor may recover, at the Grantor's discretion, payments made to the Grantee in error for any reason, including, but not limited to, overpayments or improper

payments, and unexpected or excess funds received by the Grantee. The Grantor may recover such payments by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants, or agreements between the Grantor and the Grantee, or by any other appropriate method for collecting debts owed to the Grantor.

e. **Close-Out.** The Grantee shall close out this award no later than the Fund Expenditure End Date shown on the first page of this Agreement. To complete close-out, the Grantee shall submit to the Grantor all deliverables, including documentation, as defined in this Agreement and the Grantee's final reports described herein.

5. Reporting

a. The Grantee shall submit a report within 30 days from final reimbursement date described in Exhibit C. Reports should include a description of the progress made towards achieving the performance measures during the grant period as defined in Exhibit A, as well as a full accounting on how grant funds were used. Report forms are distributed by the Grantor upon the Agreement Performance Beginning Date/Effective Date.

b. **Litigation Reporting.** If the Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the Grantor of such action and deliver copies of such pleading or document to the Grantor's representatives identified in the notice section of this Agreement.

c. **Performance and Final Status.** The Grantee shall submit all financial, performance, and other reports to the Grantor no later than 30 calendar days after the end of the Term, containing an evaluation and review of the Grantee's performance and the final status of the Grantee's obligations hereunder.

6. Change in Grantee's Key Personnel or Ability to Expend the Grant

The Grantee agrees to inform Grantor immediately of a) any change to executive or other key personnel of your organization who are responsible for overseeing the grant activities; and b) any other circumstances that may affect the Grantee's ability to expend the grant for the intended purpose.

7. Records

a. **Maintenance.** The Grantee agrees to keep and maintain files and records related to this grant, in accordance with generally accepted accounting and business practices, for a period of at least three years after the Fund Expenditure End Date ("Records Retention Period"), and to give the Grantor reasonable access to such files and records for auditing and other investigative purposes as the Grantor may deem necessary. If any litigation, claim, or audit related to this grant starts before the expiration of the Records Retention Period, the Records Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the Grantor. A cognizant agency for audit, oversight, or indirect costs, and the Grantor, may notify the Grantee in writing that the Records Retention Period shall be extended.

b. **Inspection.** The Grantee shall permit the Grantor to audit, inspect, examine, excerpt, copy, and transcribe the Grantee's records during the Records Retention Period. The Grantee shall make the Grantee's records available during normal business hours at grantee's office or place of business, or at other mutually agreed-upon times or locations, upon no fewer than 2 business days' notice from the Grantor, unless the Grantor determines that a shorter period of notice, or no notice, is necessary to protect the interests of the Grantor.

c. **Monitoring.** The Grantor will monitor the Grantee's performance of its obligations under this Agreement using procedures as determined by the Grantor. The Grantor shall monitor the Grantee's performance in a manner that does not unduly interfere with the Grantee's performance of the Work.

8. **Conflicts of Interest**

a. **Actual Conflicts of Interest.** The 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. Such a conflict of interest would arise when a Grantee or subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of Jefferson County, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.
b. **Apparent Conflicts of Interest.** The Grantee acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the Grantor's interests. Absent the Grantor's prior written approval, the Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of the Grantee's obligations under this Agreement.
c. **Disclosure to the Grantor.** If a conflict or the appearance of a conflict arises, or if the Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, the Grantee shall submit to the Grantor a disclosure statement setting forth the relevant details for the Grantor's consideration. Failure to promptly submit a disclosure statement or to follow the Grantor's discretion in regard to whether the actual or apparent conflict constitutes a breach of this Agreement.

9. **Insurance**

The Grantee and its subcontractors shall purchase and maintain such insurance in a company or companies licensed to do business in the State of Colorado as will protect them from claims which may arise out of or result from operations under this Agreement, whether such operations be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The insurance required in this paragraph shall be written for not less than the amounts set forth in Exhibit B, attached hereto. The Grantee, prior to commencing the Work and during the term of this Agreement, shall provide the County written evidence of insurance coverage within 3 business days of a request from the Grantor. The Grantee shall provide the Grantor no less than 30 days' prior written notice of any proposed change to, or cancellation of the insurance coverage. Any proposed change to the insurance coverage shall comply with the terms of this Agreement. If requested by the Grantor, the Grantee shall request from its insurance company an endorsement to the insurance policy for this Agreement, in a form approved by the Jefferson County Attorney's Office, which will require the insurance company to provide the Grantor with notice of cancellation of the policy. The Grantee shall promptly comply with all terms of the endorsement and shall pay the cost of the endorsement. Any deviations below the insurance standards set forth above must be approved by Jefferson County Safety & Compliance. If the Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S. *(*the "CGIA"), the Grantee shall maintain, in lieu of the liability insurance requirements stated above, 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 CGIA. If a subcontractor is a public entity within the meaning of the CGIA, the Grantee shall ensure that the subcontractor maintain at all times during the term of this grant, in lieu of the liability insurance requirements stated above, such liability insurance, by

commercial policy or self-insurance, as is necessary to meet the subcontractor's obligations under the CGIA.

10. **Independent Contractor Status, Payment of Taxes and Unemployment Insurance**
In performing the Work, the Grantee acts as an independent contractor and is not acting as an agent, servant, or employee of the Grantor. The Grantee is solely responsible for withholding and paying all federal and state taxes. The Grantee and its employees are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Grantee or an entity other than JCPH.

11. **Breach**

    a. **Defined.** The failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner, shall be a breach.
    b. **Notice and Cure Period.** In the event of a breach, the aggrieved Party shall give notice of breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies described in the Paragraph titled Remedies.

12. **Remedies**

    a. **Grantor's Remedies.** If Grantee is in breach under any provision of this Agreement and fails to cure such breach, the County, following the notice and cure period set forth in the Paragraph titled Breach, shall have all of the remedies listed in this Paragraph, in addition to all other remedies set forth in this Agreement or at law. The Grantor may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

        i. **Termination for Breach.** In the event of Grantee's uncured breach, the County may terminate this Agreement in full or in part. The Grantee shall continue performance of this Agreement to the extent not terminated.
        ii. **Obligations and Rights.** To the extent specified in any termination notice, the Grantee shall not incur further obligations or render further performance past the effective date of such notice and shall terminate outstanding orders and subcontracts with third parties. However, the Grantee shall complete and deliver all Work not cancelled by the termination notice and may incur obligations as necessary to do so within this Agreement's terms. At the request of the Grantor, the Grantee shall assign to the Grantor all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, the Grantee shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Grantee but in which the Grantor have an interest and to return any grant funds not expended to date to the Grantor. At the Grantor's request, the Grantee shall return materials owned by the Grantor in the Grantee's possession at the time of any termination.
        iii. **Damages and Withholding.** Notwithstanding any other remedial action by the Grantor, the Grantee shall remain liable to the Grantor for any damages sustained by the Grantor in connection with any breach by the Grantee and the County may withhold payment to the Grantee for the purpose of mitigating the Grantor's damages until such time as the exact amount of damages due to the Grantor from the Grantee is determined. The Grantor may withhold any amount that may be due the Grantee as the Grantor deems necessary to protect the Grantor against loss including, without limitation, loss as a result

of outstanding liens and excess costs incurred by the Grantor in procuring from third parties replacement Work as cover.

iv. **Additional Remedy – Repayment.** In addition to any remedies available, if the Grantee fails to comply with any term or condition of this agreement, the Grantor may terminate this Agreement and require the Grantee to repay any and all of the Agreement Maximum Amount to the Grantor in the Grantor's sole discretion.

b. Grantee's Remedies. If the Grantor is in breach of any provision of this Agreement and do not cure such breach, the Grantee, following the notice and cure period in the Paragraph titled Breach shall have all remedies available at law and equity.

13. Governmental Immunity

Liability for claims for injuries to persons or property arising from the negligence of the Grantor or the Grantee, if the Grantee is a governmental entity, and their departments, boards, commissions, committees, offices, employees, and officials shall be controlled and limited by the provisions of the CGIA. 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, §24-10-101 *et seq*. C.R.S.

14. Key Notices

a. Key Notices. Key Notices" under this Agreement are notices regarding any Agreement default, contractual dispute, or termination of the Agreement. Key Notices shall be given in writing and shall be deemed received if given by: (i) electronic mail (as set forth in subsection (b) below) when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; (ii) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail; or (iii) overnight carrier service or personal delivery, when received. For Key Notices, the Parties will follow up any electronic mail with a hard copy of the communication by the means described in subsection (a)(ii) or (a)(iii) above. The requirement for following up a Key Notice made by electronic mail with a hard copy shall be deemed waived by the receiving Party upon acknowledgement, via electronic mail, within three (3) business days of transmission of the Key Notice, that the Key Notice has been received. All other communications or notices between the Parties that are not Key Notices may be done via electronic mail. Notice shall be given to the Parties at the addresses set forth on the first page of this Agreement.

b. Electronic Mail. The Parties agree that: (i) any notice or communication transmitted by electronic mail shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either Party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the Party in its original form. The Parties further agree that they shall not raise the transmission of a notice or communication, except for Key Notices, by electronic mail as a defense in any proceeding or action in which the validity of such notice or communication is at issue and hereby forever waive such defense. For purposes of this Agreement, the term "electronic mail" means email.

15. Authorized Representatives

The Grantee representative identified on the first page of this Agreement shall have the Authority to bind the Grantee with respect to this Agreement and shall assure the Grantee's satisfactory performance hereunder. The Grantee Representative shall also be responsible for advising the Grantor Representative identified on the first page of this Agreement of the status of the Work and agrees to take direction only from the Grantor Representative and to comply promptly and fully with the reasonable requests and directives issued by the Grantor Representative, or their delegees, from time to time. The Grantor may change their Representative at any time by giving notice to the Grantee. The Grantee may replace the Grantee Representative with written notice to the Grantor.

16. Publicity

The Grantor encourages publicity of this grant in all of Grantee's relevant published and online materials. When referring to this grant, Grantor asks that Grantee include the line: Made possible by a grant from Jefferson County Public Health and Community First Foundation.

The Grantor may also include information regarding this grant, such as the amount and purpose of the grant, any photographs provided, Grantee's logo or trademark, or other information or materials about Grantee's organization and/or project, in Grantor's public and internal reports, news releases, on its website and social media pages, and any other communications/marketing vehicles used by the Grantor.

17. Modification

If Grantee wishes to make significant programmatic or budgetary modifications to the scope of the grant activities described in Grantee's proposal, Grantee must first submit a written request to the Grantor. The request must explain in detail the nature and scope of the modification and how it will enable the Grantee to meet the overall purposes of the grant. The Grantor will provide the Grantee with written approval if the proposed modifications are accepted.

18. Termination

The Grantor may terminate this agreement and reserve the right to withhold, modify or discontinue any further payments of grant funds, or to require Grantee to repay to Grantor any portion of the grant funds that were not spent for the grant project, if, in Grantor's sole discretion, this becomes necessary due to a) Grantee not being in full compliance with the grant terms and conditions as stated in the grant request and this Agreement; b) to protect the purpose and objectives of the grant and other activities of the Grantor; or c) to comply with any legal or regulatory requirements applicable to Grantee, Grantor, or the grant. Grantor reserves the right to terminate the agreement in whole or in part for convenience, upon the provision of 45 days written notice to Grantee.

19. Miscellaneous

a. **Assignment.** The Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the Grantor. Any attempt at assignment or transfer without such consent shall be void. Except as otherwise provided in this Paragraph, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.
b. **Subcontracts.** The Grantee shall submit to the Grantor a copy of each such subgrant or subcontract upon request by the Grantor. All subgrants and subcontracts entered into by the Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

c. **Headings.** The section headings provided herein are for convenience only and shall have no force or effect upon the construction or interpretation of any provision hereof.

d. **Entire Understanding.** This Agreement represents the complete integration of all understandings between the Parties, and all prior representations and understandings related to this Agreement, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever unless embodied herein.

e. **Amendment.** Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, which is properly executed and approved.

f. **Licenses, Permits, and Other Authorizations.** The Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency, or subcontract, all licenses, certifications, permits, and other authorizations required to perform their obligations in relation to this Agreement.

g. **Survival of Certain Agreement 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 of the Agreement and shall be enforceable by the other Party.

h. **Authority and Electronic Signatures.** Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §24-71.3-101 to -121.

i. **Standard and Manner of Performance.** The Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in the Grantee's industry, trade, or profession.

j. **Third-Party Beneficiaries.** This Agreement 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 Agreement are incidental to the Agreement, and do not create any rights for such third parties.

k. **Waiver.** No term or condition of this Agreement shall be deemed to have been waived by any Party unless the waiver is in writing and signed by all Parties or their duly-authorized representatives.

l. **Debarred or Suspended Entities.** The Grantee shall not enter into any grant or subgrant in connection with this Agreement with a party that has been debarred or suspended from granting with the State of Colorado.

m. **Indemnification.** The Grantee shall indemnify, defend, save, and hold harmless the Grantor, its employees and agents, against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by the Grantee, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Agreement; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq., as now or hereafter amended.

n. **Compliance with Law.** The Grantee shall comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

o. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado and venue for any action shall be in the County of Jefferson, State of Colorado.

p. **Employee Financial Interest.** The signatories aver that to their knowledge, no employee of the Grantor has any personal or beneficial interest whatsoever in the service or property described in this Agreement.

q. **Public Contracts with a Natural Person.** The Grantee, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that the Grantee (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of C.R.S. §24-76.5-101, et seq., and (iii) has produced one form of identification required by C.R.S. §24-76.5-103 prior to the Effective Date.

[*The remainder of this page is intentionally left blank.*]

IN WITNESS WHEREOF, the Parties have caused this 2026 Jefferson County Climate Action Plan Food Resilience Grant Agreement to be executed.

GRANTOR
JEFFERSON COUNTY PUBLIC HEALTH

By: _____
Dr. Sarah Story
Executive Director

APPROVED AS TO FORM:

_____
Paige Arrants
Assistant County Attorney

GRANTEE:

By: _____
Name: Korey Stites
Title: Mayor

STATE OF COLORADO
COUNTY OF _____

This 2026 Jefferson County Climate Action Plan Food Resilience Grant Agreement was acknowledged before me this _____ day of _____, 2026, by _____ as _____ of _____.

Witness my hand and official seal.

_____
Notary Public

Exhibit A

Organization's Full Legal/Corporate Name: City of Wheat Ridge
Agreement Maximum Amount: $16,313.00

Grantee Representative's Name: Karen O'Donnell
Title: Director of Parks and Recreation
Email Address: kodonnell@wheatridge.gov
Mailing Address: 7490 W. 45th Avenue, Wheat Ridge, CO 80033
Telephone Number: 303-231-1307

Purpose: 2026 Jefferson County Climate Action Plan Food Resilience Grant

Expected Agreement Performance Beginning Date/Effective Date: July 6, 2026 or Date of Full Execution, whichever is later
Fund Expenditure End Date: November 1, 2026
Agreement Expiration Date: December 31, 2026

Final Report Due Date: November 1, 2026

Project Description: Randall Park Neighborhood Farm is a 6,000 square foot plot of land within a city park. In 2021, the city purchased the land and determined through surveys and community engagement to use the land for education and food production. Based on the results of the engagement sessions and our experience with our other community garden Happiness Gardens, we decided to trial a slightly different model from the traditional community garden. Unlike Happiness Garden, which has 50 separate rental plots, the Randall Park Neighborhood Farm will be one shared plot where neighbors work together to grow food. The neighborhood farm model emphasizes self-propelled leadership, empowering participants to take initiative based on their interests and skills and collectively manage the farm and grow the food they choose. This project is currently in the design phase and is engaging the community for feedback on the design through our online communication platform "What's Up Wheat Ridge". The design is intended to be a model for 'front yard' farming and integrates pollinator gardens with food forests, and traditional food production areas. The city is funding infrastructure (fencing, electricity, irrigation, signage, tool shed, ADA access) and providing opportunities for training and mentorship from experienced agriculture leaders.

This project's Scope of Work supports the Jefferson County Climate Action Plan Goals by advancing our existing regenerative agriculture workshop series, developing an innovative on-farm compost system and improving underutilized land for community food production:

Specifically creating The Living Soil Program (LSP) at the Randall Park Neighborhood Farm. The LSP will function as the operational engine for the farm, transforming organic waste management into a regenerative food production system. The program will model efficient compost management for soil life. Conventional compost is often managed for waste management purposes, forgoing the important biology that provides plants with nutrients. The Living Soil Program prioritizes healthy biology for efficient waste conversion.

Core Components:

- Convert underutilized land for community food production: The neighborhood farm design calls for 2/3 of the area to be beds for food production. The land needs to be de-compacted and formed to promote water collection and have appropriate pathways created to provide access and support the overall health of the soil. We will build swales to manage surface water runoff efficiently, directing it to vegetation

like trees and perennial pollinator strips. The beds will be formed and a combination of pathway surfaces will be implemented to ease maintenance and support soil health.

- On Farm Aerated Static Pile (ASP) Compost Pilot System: ASP is a method of composting that forces airflow through the materials using an eclectic blower. This process expedites the composting process and yields a high-quality product that is effectively free of pathogens, parasites and weed seeds. By composting in this manner, it is possible to control odors, improve the aesthetics of waste conversion, quickly produce a verifiable superior product, and reduce labor and other operating expenses. All within the context of a neighborhood. We will adapt our preliminary design of the farm to accommodate an ASP system, material storage and processing area.
- Design and install the ASP compost system: Coordinate delivery of select community waste streams (likely food waste from Scraps Wheat Ridge residential drops, landscape waste and livestock manure from Arvada Community Farm).
- Manage and monitor the system to ensure ideal compost conditions:

    - Complete 1 full composting cycle (60-90 days).
    - Observe compost for biology and quality.
    - Establish a closed-loop infrastructure that converts organic waste into high-quality soil amendments, directly supporting nutrient dense food production.

- Living Soil Program and Equipment: Purchase the necessary monitoring equipment to manage the ASP system for optimal biological activity. This includes a microscope and camera, thermometers and other monitoring equipment. By focusing on soil microbiology, we optimize water retention and carbon sequestration, ensuring a robust, climate-resilient foundation. Install a 'Mother Patch' a small plot of land populated with endemic macro and microbiology, to use for inoculating compost piles and long-term care of the food forest and perennials. Creating the LSP functions as a "living lab", to observe and propagate ideal soil biology and amendments that support food production beginning in the Spring of 2027.
- Community Education: We will host educational workshops and demonstrations focused on living soil principles, composting techniques, and sustainable resource management and ensuring the benefits of this project extend to the surrounding neighborhood. Design and install an educational sign that explains our compost system and recognizes our funding source for this program (example: Thank you JCPH for bringing health to our soil and community).
- Record Baseline data: Document the initial condition of the soil to serve as a reference point to measure changes and provide evidence-based assessment of the impact of our work, to share with the community and inspire future actions.

Expected Outcomes/Performance Measures:

1. Create food production beds at the Randall Park Neighborhood Farm. (FW-1 Alignment). Metric: Convert 2,200 square feet of underutilized city land to high yield rows for crops. Anticipated Goal: To reclaim compacted land and create swales for water retention and beds for food production, to be used by the community for production in Spring 2027.
2. Develop Advanced track of Regenerate Wheat Ridge Workshops: Living Soil Program (FW-2 Alignment). Metric: Workshops held (2) and participant feedback (80%+). Anticipated Goal: We will host 2 educational workshops. Focused on compost management, soil biology and using monitoring technology. We will measure success by ensuring that at least 80% of participants report increased confidence in identifying soil biology or managing home composting systems via a post-workshop survey. Our next Activity book promoting community programs is published in September. To align with the funding timeline, we feel 2 workshops are realistic. However, once we produce the content these classes can become part of our on-going programs for years to come.

3. Waste Diversion Capacity (FW-3 Alignment). Metric: Total volume of organic waste diverted from landfills (at least 5 cubic yards). Anticipated Goal: We will divert at least 5 cubic yards of organic waste (example: food waste from Wheat Ridge residents through Scraps, landscape waste, or livestock manure). In the future we will be able to process 100% of farm-generated waste and routinely use some of the community's organic waste in our on-farm system.

Exhibit B
Insurance Requirements

	INSURANCE REQUIREMENTS –	GENERAL
I	**Prior to the commencement of any work the vendor shall register with Jefferson County's certificate compliance system. You will be receiving a registration e-mail from certificatecompliance@imacorp.com.**	Required
II	**Certificate Holder must be:** Jefferson County, Colorado. c/o IMA Certificate Compliance 1705 17th Street, Suite 200 Denver, CO 80202	Required
III	**Jefferson County must be added as an additional insured to general liability and auto liability policies.**	Required
IV	**All policies as required shall provide a waiver of subrogation in favor of Jefferson County**	Required
V	Insurance Requirements	
	Workers compensation - statutory limits provided by an insurance carrier that is licensed to do business in Colorado. The policy shall contain a Waiver of Subrogation on behalf of Jefferson County. Employer's liability - $100,000 each accident $500,000 disease policy limit $100,000 disease each employee	Required, Unless sole proprietorship
	Commercial General Liability - **(on form CG 00 01 04 13 or its functional equivalent)**: If applicable to the scope of work, the following shall be included: - No exclusion for abuse or molestation - No exclusion for assault and battery - Liquor Liability	Required $1M ea occurrence $2M general aggregate $1M Personal Injury $2M products and completed operations aggregate
	Commercial automobile liability insurance – including owned, hired, and non-owned vehicles. (If autos are used in the performance of work under this agreement). Combined single limit for bodily injury and property damage.	Required $1M CSL per accident
	All deductibles or self-insured retentions (SIRs) in excess of $5,000 must be listed on the certificate of insurance.	
	The insurance requirements specified by the county shall remain in effect for the full term of the contract and/or agreement and any extension thereof. Updated Certificates of Insurance shall be sent to the county during the full term of the contract and/or agreement and any extension thereof.	Required
	The county reserves the right to reject any insurer it deems not financially acceptable on insurance industry resources. Property and liability insurance companies shall be licensed to do business in Colorado and shall have an A.M. Best rating of not less than A- and/or VII. Additionally, the county reserves the right to reject any insurance with relatively large deductibles or self-insured retentions (SIRs), deemed by the county to pose too high a risk based on the size of the contractor, financial status or rating of the contractor, or based on the size or type of the project and the exposure.	Required

	Any deviations below the standards given above must be approved by Jefferson County Safety and Compliance.	Required
	Any subcontractors must meet the same insurance requirements for the contract or purchase order unless Safety and Compliance has approved a deviation.	Required

JEFFERSON
COUNTY COLORADO

Dear valued business partner,

Jefferson County, Colorado is pleased to announce that we have established a new business relationship with the insurance professionals known as IMACC *"IMA Certificate Compliance"*. Effective February 1, 2020 *IMA Certificate Compliance* will be serving as our primary Certificate of Insurance tracking partner to verify that you are satisfying the insurance requirements set forth in the agreement between you and Jefferson County. Utilizing *IMACC* in order to provide proof of your required insurance will be **mandatory** for all vendors in contract with Jefferson County. *IMACC* is a division of IMA, Inc. IMA Inc. is the 6th largest independently owned broker in the United States and has over 40 years of insurance brokerage experience. Paired with its insurance expertise, *IMACC* will be utilizing an online system that has been widely used in the industry and we are confident it will streamline the insurance certificate verification process for both you and Jefferson County.

What is *IMA Certificate Compliance*?

- *IMACC* is responsible for tracking and verifying that your certificates of insurance meet the requirements specified when you signed with Jefferson County.
- *IMACC* will work directly with your insurance agent to obtain a compliant certificate, but will NOT dictate policy terms. It is your Insurance Agent's responsibility to talk to you if your policy needs to be amended.

How this affects you?

- You will no longer provide a Certificate of Insurance directly to Jefferson County. All certificates going forward will be provided to *IMACC* directly through your insurance agent by using the *IMA Certificate Compliance Agent Portal.*
- When a renewal certificate is needed *IMACC* will reach out directly to your insurance agent to request an updated certificate.
- Any insurance cancellation notices, premiums past due notices, etc. will be sent to Jefferson County and you or your broker will be required to update your insurance obligations accordingly and provide *IMACC* with the necessary information for compliance. If you change insurance agents, you are required contact *IMACC* with the new agent information.

You will be receiving a registration e-mail from certificatecompliance@imacorp.com Please follow the instructions in the e-mail to complete your registration with *IMACC*
You may contact *IMACC* directly at 303-615-7994 or via e-mail at certificatecompliance@imacorp.com if you have any questions.
Please add the e-mail certificatecompliance@imacorp.com to your safe sender's list to ensure you receive all email communication from *IMACC*

Thank you,

Michael Dobbs
Director, Safety and Compliance

Exhibit C
Payment Schedule

Organization's Full Legal/Corporate Name: City of Wheat Ridge
Agreement Maximum Amount: $16,313.00

Grantee Representative's Name: Karen O'Donnell
Title: Director of Parks and Recreation
Email Address: kodonnell@wheatridge.gov
Mailing Address: 7490 W. 45th Avenue, Wheat Ridge, CO 80033
Telephone Number: 303-231-1307

Purpose: 2026 Jefferson County Climate Action Plan Food Resilience Grant

Expected Agreement Performance Beginning Date/Effective Date: July 6, 2026 or Date of Full Execution, whichever is later
Fund Expenditure End Date: November 1, 2026
Agreement Expiration Date: December 31, 2026

Final Report Due Date: November 1, 2026

Funding Distribution:

- **Reimbursement #1:** Up to $12,000.00 to be initiated after approval of the interim report. Interim report due September 7, 2026.
- **Reimbursement #2:** Up to $4,313.00 (or remaining amount per agreement, not to exceed $16,313.00 in total reimbursement for this agreement) to be initiated after approval of the final report. Final report due November 1, 2026.

Final reimbursement must be no less than 10% of the total requested per the Retainage clause in Section 4.b.iii in this agreement.

ITEM NUMBER: 1b
DATE: July 13, 2026

REQUEST FOR CITY COUNCIL ACTION

RESOLUTION NO. 32-2026

TITLE: A RESOLUTION AMENDING THE 2026 GENERAL FUND BUDGET TO REFLECT THE APPROVAL OF A SUPPLEMENTAL BUDGET APPROPRIATION IN THE AMOUNT OF $40,341 TO ACCEPT A GRANT FROM THE DEPARTMENT OF JUSTICE OFFICE OF COMMUNITY ORIENTED POLICING SERVICES IN THE TOTAL AMOUNT OF $125,000

☐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 Department of Justice – Office of Community Oriented Policing Services (COPS) for FY25 COPS Hiring Program (CHP) funds in the amount of $125,000 to be used to hire and/or rehire additional career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts. A supplemental budget appropriation is required to appropriate $40,341 of the grant funding for Fiscal Year 2026.

PRIOR ACTION:

None

FINANCIAL IMPACT:

Federal award amount is $125,000 to be used to supplement an officer's salary and benefits over the course of three years at approximately 50% of the total salary and benefits per year. The City would allocate these funds to a recently hired patrol officer. If funds are not accepted, the City would pay the entire officer's salary for the next three years.

BACKGROUND:

Relationship based policing is the core foundation of the Wheat Ridge Police

Department. The City promotes community-oriented policing by engaging residents through various Police Department programs and providing transparency of policing activities. The Police Department applied for and was awarded this COPS grant in part because of these practices and the Departments work to train new officers according to this philosophy. When recruits from the Academy start their field training in the City they learn community policing strategies and continue the mission of the Wheat Ridge Police Department. The Police Department identified an officer previously hired that met the requirements of a military veteran. These funds will be used to offset previously budgeted salary in 2026 and continued salary in 2027 and 2028.

RECOMMENDATIONS:

Staff recommend approval of this resolution accepting the award from the Department of Justice.

RECOMMENDED MOTION:

"I move to approve Resolution No. 32-2026, a resolution amending the 2026 General Fund budget to reflect the approval of a supplemental budget appropriation in the amount of $40,341 to accept a grant from the Department of Justice – Office of Community Oriented Policing Services."

Or,

"I move to postpone indefinitely Resolution No. 32-2026, a resolution amending the 2026 General Fund budget to reflect the approval of a supplemental budget appropriation in the amount of $40,341 to accept a grant from the Department of Justice – Office of Community Oriented Policing Services for the following reasons___."

REPORT PREPARED/REVIEWED BY:

David Breedlove, Administrative Assistant
Chris Murtha, Police Chief
Patrick Goff, City Manager

ATTACHMENTS:

1. Resolution No. 32-2026
2. COPS Grant Award Details

CITY OF WHEAT RIDGE, COLORADO

RESOLUTION NO. 32

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 $40,341 TO ACCEPT A GRANT FROM THE DEPARTMENT OF JUSTICE OFFICE OF COMMUNITY ORIENTED POLICING SERVICES IN THE TOTAL AMOUNT OF $125,000

WHEREAS, the City of Wheat Ridge has been awarded a grant in the amount of $125,000 from the United States Department of Justice, Office of Community Oriented Policing Services (COPS), through the FY25 COPS Hiring Program; and

WHEREAS, the purpose of the COPS Hiring Program is to increase community policing capacity and strengthen crime prevention efforts by supporting the hiring and retention of career law enforcement officers; and

WHEREAS, the grant funds will be used to offset approximately fifty percent (50%) of the salary and benefits of a recently hired patrol officer over a three-year grant period; and

WHEREAS, acceptance of the grant will reduce the City's General Fund obligation for the officer's salary and benefits while supporting the continued implementation of the City's Community Oriented Policing mission; and

WHEREAS, the City is committed to fostering strong relationships between law enforcement and the community through proactive engagement, transparency, and community policing strategies; and

WHEREAS, the City Council finds that accepting the grant and amending the 2026 General Fund Budget to appropriate the grant funds is in the best interests of the City and its residents.

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

ATTACHMENT 1

Section 1. The City Council hereby accepts the FY25 COPS Hiring Program grant award from the United States Department of Justice, Office of Community Oriented Policing Services, in the amount of $125,000.

Section 2. The 2026 General Fund Budget is hereby amended to reflect a supplemental budget appropriation in the amount of $40,341 from General Fund undesignated reserves to account number 100-60602-202 (Police – Grants - Salaries) for the expenditure and corresponding grant reimbursement revenue for the purpose of supporting the salary and benefits of a qualifying patrol officer under the terms and conditions of the grant award.

Section 3. The City Manager, or the City Manager's designee, is authorized to execute all documents and take all actions necessary to implement this Resolution and administer the grant in accordance with applicable federal requirements.

DONE AND RESOLVED this 13th day of July 2026

_____
Korey Stites, Mayor

[SEAL]

ATTEST:

_____
Janeece Hoppe, City Clerk

Department of Justice (DOJ)

Office of Community Oriented Policing Services (COPS Office)

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF WHEATRIDGE 7500 W 29TH AVE
City, State and Zip:	WHEAT RIDGE, CO 80033
Recipient UEI:	TEAYNF4J6VC8

Project Title: FY25 COPS Hiring Program	**Award Number:** 15JCOPS-25-GG-00767-UHPX
Solicitation Title: FY25 COPS Hiring Program	
Federal Award Amount: $125,000.00	**Federal Award Date:** 10/10/25
Awarding Agency: Office of Community Oriented Policing Services	
Funding Instrument Type: Grant	
Opportunity Category: D **Assistance Listing:** 16.068 - COPS Hiring Program	
Project Period Start Date: 10/1/25	**Project Period End Date:** 9/30/30
Budget Period Start Date: 10/1/25	**Budget Period End Date**: 9/30/30

Project Description:
The FY25 COPS Hiring Program (CHP) provides funding to law enforcement agencies to hire and/or rehire additional career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts. Anticipated outcomes of CHP awards include engagement in planned community partnerships, implementation of projects to analyze and assess problems, implementation of changes to personnel and agency management in support of community policing, and increased capacity of agency to engage in community policing activities

ATTACHMENT 2

Award Information

Application Number
GRANT14449634

Funding Instrument Type:
Grant

Award Number
15JCOPS-25-GG-00767-UHPX

Supplement Number
00

Award Acceptance Date
02/18/2026 03:55 PM EST

Assistance Listings Number	Assistance Listings Program Title
16.068	COPS Hiring Program

Statutory Authority

The Public Safety Partnership and Community Policing Act of 1994, 34 U.S.C. § 10381 et seq

Current Authorized Representative

Solicitation Information

Solicitation Title

2025 FY25 COPS Hiring Program

Project Title

FY25 COPS Hiring Program

Project Description

The FY25 COPS Hiring Program (CHP) provides funding to law enforcement agencies to hire and/or rehire additional career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts. Anticipated outcomes of CHP awards include engagement in planned community partnerships, implementation of projects to analyze and assess problems, implementation of changes to personnel and agency management in support of community policing, and increased capacity of agency to engage in community policing activities

Project Budget Summary

Final Budget Clearance

Budget Category	Total Cost	
Sworn Officer Positions	$253,247	
Civilian or Non-Sworn Personnel	$0	
Travel	$0	
Equipment	$0	
Supplies	$0	
SubAwards	$0	
Procurement Contracts	$0	
Other Costs	$0	
Indirect Costs	$0	
Total Project Costs	$253,247	
Federal Funds:	$125,000	49.36%
Match Amount:	$128,247	50.64%
Program Income:	$0	0.00%

Budget Detail Summary View

Sworn Officer

Position Title	Number of Positions
Sworn Officer	1

Position Description

Patrol

Year:		Year 1	Year 2	Year 3
Salary				
Salary		$74,000.00	$78,000.00	$83,250.00
Fringe Benefits				
Social Security				
6.2%	6.20%	$4,588.00	$4,836.00	$5,161.50
Medicare				
1.45%	1.45%	$1,073.00	$1,131.00	$1,207.13
Health Insurance				
Exempt		$0.00	$0.00	$0.00
Life Insurance				
Exempt		$0.00	$0.00	$0.00

Vacation

Included In Salary?	Hours	$0.00	$0.00	$0.00
No				

Sick Leave

Included In Salary?	Hours	$0.00	$0.00	$0.00
No				

Retirement

Exempt		$0.00	$0.00	$0.00

Workers Compensation

Exempt		$0.00	$0.00	$0.00

Unemployment Insurance

Exempt		$0.00	$0.00	$0.00

Other Benefit

None		no value	no value	no value

Other Benefit

None		no value	no value	no value

Other Benefit

None		no value	no value	no value

Summary Totals

Year:	Year 1	Year 2	Year 3
Benefits per Officer	$5,661.00	$5,967.00	$6,368.63
Salary per Officer	$74,000.00	$78,000.00	$83,250.00
Total per Officer	$79,661.00	$83,967.00	$89,618.63

Number of Positions

1

Total Salary and Benefits

$253,247

Total per Officer All Years

$253,247

ITEM NUMBER: 1c
DATE: July 13, 2026

REQUEST FOR CITY COUNCIL ACTION

RESOLUTION NO. 33-2026

TITLE: A RESOLUTION AMENDING THE 2026 GENERAL FUND BUDGET TO REFLECT THE APPROVAL OF A SUPPLEMENTAL BUDGET APPROPRIATION IN THE AMOUNT OF $14,020 TO ACCEPT A GRANT FROM THE COLORADO DEPARTMENT OF TRANSPORTATION LAW ENFORCEMENT ASSISTANCE FUNDING

☐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 Department of Transportation Law Enforcement Assistance Funding to purchase LaserTech traffic equipment to be used for High Visibility Enforcement (HVE) and impaired driving activities. The total cost of the award is $14,020 and is a fully reimbursable award provided the approved equipment is purchased between July 1, 2026 and December 31, 2026. A supplemental budget appropriation is required to appropriate the grant funding.

PRIOR ACTION:

None

FINANCIAL IMPACT:

The award is $14,020 for the purchase of two Lidar Kits at $6,495 each and two DBC TruCams at $515 each.

BACKGROUND:

The intent of use of this equipment is for HVE (High Visibility Enforcement) and Impaired driving efforts. These pieces of equipment are handheld lasers that will aid the Crash and Traffic Team of the Wheat Ridge Police Department in traffic enforcement by tracking the speed at which a vehicle is traveling as well as the distance between two vehicles and how fast they are traveling, allowing officers to issue speeding citations

and following too close violations. Following too close and rear-end collisions are statistically one of the highest causes of motor vehicle accidents in Wheat Ridge.

RECOMMENDATIONS:

Staff recommend approval of this resolution accepting the award from Colorado Department of Transportation.

RECOMMENDED MOTION:

"I move to approve Resolution No. 33-2026, a resolution amending the 2026 General Fund budget to reflect the approval of a supplemental budget appropriation in the amount of $14,020 to accept a grant from the Colorado Department of Transportation Law Enforcement Assistance Funding."

Or,

"I move table indefinitely Resolution No. 33-2026, a resolution amending the 2026 General Fund budget to reflect the approval of a supplemental budget appropriation in the amount of $14,020 to accept a grant from the Colorado Department of Transportation Law Enforcement Assistance Funding for the following reasons_____."

REPORT PREPARED/REVIEWED BY:

David Breedlove, Administrative Assistant
Chris Murtha, Police Chief
Patrick Goff, City Manager

ATTACHMENTS:

1. Resolution No. 33-2026
2. CDOT LEAF Grant Award Letter

CITY OF WHEAT RIDGE, COLORADO

RESOLUTION NO. 33

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 $14,020 TO ACCEPT A GRANT FROM THE COLORADO DEPARTMENT OF TRANSPORTATION LAW ENFORCEMENT ASSISTANCE FUNDING

WHEREAS, the Colorado Department of Transportation (CDOT) administers the Law Enforcement Assistance Funding (LEAF) program to provide grant funding for traffic safety initiatives and the purchase of law enforcement equipment that supports highway safety enforcement; and

WHEREAS, the Wheat Ridge Police Department applied for and has been awarded a LEAF grant in the amount of Fourteen Thousand Twenty Dollars ($14,020); and

WHEREAS, the grant is a one hundred percent (100%) reimbursable award for the purchase of approved traffic enforcement equipment between July 1, 2026, and December 31, 2026; and

WHEREAS, the grant funds will be used to purchase two (2) LaserTech Lidar Kits and two (2) DBC TruCam devices to support High Visibility Enforcement (HVE) and impaired driving enforcement efforts; and

WHEREAS, the City Council finds that acceptance of the grant and appropriation of the grant funds will enhance traffic safety and promote the health, safety, and welfare of the community.

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

Section 1. The City Council hereby accepts the LEAF grant award from the Colorado Department of Transportation in the amount of $14,020.

Section 2. The 2026 General Fund Budget is hereby amended to reflect a supplemental budget appropriation in the amount of $14,020 from General Fund undesignated reserves to account number 100-80809-202 (Police – Grants – Other Major Equipment) for the expenditure and corresponding grant reimbursement revenue.

ATTACHMENT 1

Section 3. The City Manager, or the City Manager's designee, is authorized to execute all documents and take all actions necessary to implement this Resolution and administer the grant in accordance with applicable federal requirements.

DONE AND RESOLVED this 13th day of July 2026.

_____

Korey Stites, Mayor

ATTEST:

_____

Janeece Hoppe, City Clerk

COLORADO
Department of Transportation
Office of Transportation
Safety & Risk Management
2829 W. Howard Place
Denver, CO 80204-2305

June 12, 2026

To: Wheat Ridge Police Department, Sgt. Steven Brooks

From: Josephine Oldaker, Highway Safety Office, Colorado Department of Transportation

Re: State Fiscal Year 2027 Law Enforcement Assistance Funding Award (LEAF)

The Colorado Highway Safety Office (HSO) would like to thank you for your dedication to improving traffic safety in your community. We are pleased to inform you that your State Fiscal Year 2027 (SFY27) Law Enforcement Assistance Funded grant application has been approved. ***Effective July 1, 2026 through December 31,2026.***

Your agency has been awarded **$14,020.00** LEAF funding for purchasing the below approved supplemental materials:

- **Grant approved for:**
- **LaserTech: (2) Lidar Kits @ 6495.00 ea, (2) DBC TruCams @ 515.00 ea.**
- **LaserTech freight not quoted. Lasertech freight NOT funded.**

Attached you will find a packet containing:

a. Agency awarded purchase order (**PO #411044984**)

b. Copy of the approved application with your provided quotations. All approvals and changes have been noted on these quotations. ***Please pay close attention to the notations! Some of the requested materials were not acceptable for this application process.***

NOTE: Claims workbook for your reimbursement submittals will follow shortly. Be advised, all purchase reimbursements must be submitted ***by December 31, 2026***. **You are encouraged to order the approved materials starting July 1, 2026.** ***(Do not order approved items before July 1, 2026)*** It is the intent that all equipment is received and implemented as soon as possible to assist your agency with your HVE and Impaired driving efforts.

Important:

- The materials that have been approved are to be used for HVE and Impaired Driving activities. Should OTS determine the materials are not being used for this intended purpose, your agency will be required to pay back the funding.

- Only materials and specified freight fees that were approved by the LEAF Review Committee are allowed for reimbursement. (Again, review the attached approved application packet for approved quotes and notations.) Invoices and proof of payments are required for all purchases.

- **Agency Mandatory Compliance with C.R.S. 24-31-903.** Agency must remain compliant with C.R.S. 24-31-903 - Division of Criminal Justice Report - Law Enforcement Integrity Reporting. You may contact cdps_dcj_lei@state.co.us or visit Law Enforcement Integrity for compliance information. ***Agency Grant will be rescinded if your Agency is 4 or more months out of Compliance.***

ATTACHMENT 2

Please contact me at josephine.oldaker@state.co.us, HVE Program Manager Robert Wynkoop at robert.wynkoop@state.co.us or your Law Enforcement Liaison at erin.brannan@state.co.us with any questions or concerns.

Thank you for your commitment toward traffic safety.

Sincerely,

Josephine Oldaker

Josephine Oldaker
Program Coordinator
Colorado Highway Safety office

ITEM NUMBER: 2
DATE: July 13, 2026

REQUEST FOR CITY COUNCIL ACTION

COUNCIL BILL NO. 12-2026

TITLE: AN ORDINANCE AMENDING CHAPTER 2 OF THE WHEAT RIDGE CODE OF LAWS TO TRANSFER THE DUTIES OF THE BOARD OF ADJUSTMENT TO THE PLANNING COMMISSION

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

QUASI-JUDICIAL ☐YES ☒NO

ISSUE:
The proposed ordinance amends Chapter 2 of the Wheat Ridge Code of Laws to transfer the duties of the Board of Adjustment to the Planning Commission.

PRIOR ACTION:
City Council approved this ordinance on first reading at a public hearing held on June 8, 2026. A motion was made by Councilmember Larson and seconded by Mayor Pro Tem Hultin and was approved by a vote of 8 to 0.

FINANCIAL IMPACT:
Approval of this ordinance is not expected to have any financial impact on the city.

BACKGROUND:
The Board of Adjustment (BOA) is created in the Wheat Ridge Code of Laws in Section 2-61. The BOA's primary role is to preside over public hearings related to variances from certain standards in the city's zoning and sign code. They also hold public hearings when an applicant appeals for an interpretation of the zoning code. These responsibilities are described in Section 26-115 (Variances/temporary permits/interpretations).

The volume of variance applications has dropped over the years. Additionally, as a result of expanding the use of administrative review for variance requests in 2007, the number of non-administrative variances has decreased, and the BOA has met less frequently over the past two decades.

The BOA is comprised of resident volunteers, including two residents from each district as well as alternates, who have an interest in serving the community in a quasi-judicial capacity. Because the BOA meets only occasionally, appointed individuals often have limited opportunities to actively engage in decision-making. This can be a disservice for volunteers who have committed their time and interest to serving in a public role but are unable to regularly exercise the duties associated with that appointment.

This transfer of duties would occur following the completion of the BOA members' current terms through March 2027 to provide an orderly transition of duties. During this interim period, current members of the BOA shall not be subject to the single-board limit established by Section 2-53(a) and would be eligible to apply for and begin serving on one other city board or commission until their BOA term expires in March 2027.

RECOMMENDATION:

Staff and the city attorney recommend approval of the ordinance.

RECOMMENDED MOTION:

"I move to approve Council Bill No. 12-2026, an ordinance amending Chapter 2 of the Wheat Ridge Code of Laws to transfer the duties of the Board of Adjustment to the Planning Commission on second reading, order it published, and that it takes effect immediately after final publication."

Or,

"I move to postpone indefinitely Council Bill No. 12-2026, an ordinance amending Chapter 2 of the Wheat Ridge Code of Laws to transfer the duties of the Board of Adjustment to the Planning Commission, for the following reason(s): _____."

REPORT PREPARED/REVIEWED BY:

Jana Easley, Planning Manager
Lauren Mikulak, Community Development Director
Patrick Goff, City Manager
Gerald Dahl, City Attorney

ATTACHMENTS:

1. Council Bill No. 12-2026

CITY OF WHEAT RIDGE, COLORADO
INTRODUCED BY COUNCIL MEMBER LARSON
Council Bill No. 12
Ordinance No. 1845
Series of 2026

TITLE: AN ORDINANCE AMENDING CHAPTER 2 OF THE WHEAT RIDGE CODE OF LAWS TO TRANSFER THE DUTIES OF THE BOARD OF ADJUSTMENT TO THE PLANNING COMMISSION

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 ordinances and to create, modify, or dissolve boards and commissions; and

WHEREAS, Section 2-61 of the Wheat Ridge Code of Laws establishes the Board of Adjustment to hear and decide requests for variances, waivers, and interpretations related to the City's zoning ordinance, sign code, and subdivision regulations; and

WHEREAS, the volume of variance requests has dropped significantly over the last 20 years resulting in a significant reduction in the number of cases requiring Board of Adjustment review; and

WHEREAS, the Board of Adjustment now meets infrequently, and appointed members have limited opportunities to actively participate in quasi-judicial proceedings and public service; and

WHEREAS, the Planning Commission already serves in a quasi-judicial role and currently hears certain variance requests associated with other land use applications; and

WHEREAS, the City Council finds that consolidating Board of Adjustment duties with the Planning Commission will promote administrative efficiency, provide more consistent land use decision-making, and create greater opportunities for appointed officials to participate in public hearings and land use matters; and

WHEREAS, the City Council further finds that maintaining the Board of Adjustment as a legally distinct body while assigning its duties to the members of the Planning Commission is in the best interests of the City; and

WHEREAS, the City Council desires to allow current Board of Adjustment members to complete their current terms through March 2027 in order to provide an orderly transition of duties.

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

Section 1. Section 2-61(a) of the Wheat Ridge Code of Laws, regarding the Board of Adjustment, is hereby amended as follows:

(a) The board of adjustment shall have the authority to hear and decide requests for variances and waivers of the city zoning ordinance and sign code, and for interpretation of those ordinances and codes and the subdivision regulations, subject to those guidelines set forth in section 26-115, and as approved by the city council in the form of official rules and regulations for the board of adjustment. **The members of the board of adjustment shall be those individuals appointed to serve as the planning commission, as described in Section 2-60(h). Terms of office for the planning commission and board of adjustment shall run concurrently.**

Section 2. Section 2-60 of the Wheat Ridge Code of Laws, regarding the Planning Commission, is hereby amended by the addition of a new subsection (h) as follows:

(h) The members appointed to serve as the planning commission shall also serve as and perform the duties of the board of adjustment as described in Section 2-61. Terms of office for the planning commission and board of adjustment shall run concurrently.

Section 3. Section 2-53(a) of the Wheat Ridge Code of Laws, regarding board and commission members, is hereby amended as follows:

(a) Members of all boards and commissions shall be residents of the city and registered voters. Members of all boards and commissions shall be at least eighteen (18) years of age at the time of appointment. All board and commission members shall serve without compensation. No board or commission member shall hold elective governmental office for the city or be employed by the city during tenure as a member of a board or commission. ~~Except for members of the election commission, no board or commission member shall simultaneously serve on more than one (1) city board or commission.~~ **No board or commission member shall simultaneously serve on more than one (1) city board or commission, except as follows:**

i. Members of the election commission shall be eligible to serve on one (1) other city board or commission

ATTACHMENT 1

ii. **Members of the planning commission shall also serve as the board of adjustment as described in Sections 2-60 and 2-61.**

Section 4. Term of Current BOA Members. Effective immediately, the terms of all current board of adjustment members shall be modified to expire in March 2027.

Section 5. Transition Period. Effective immediately and in recognition of the transfer of duties of the board of adjustment, current members of the board shall not be subject to the single-board limit established by Section 2-53(a) and are eligible to apply for and serve on one (1) other city board or commission until their board of adjustment term expires in March 2027.

Section 6. 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 objective sought to be attained.

Section 7. 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 8. Effective Date. This Ordinance shall take effect immediately 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 8th day of June 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 July 13, 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 __ day of _____, 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: June 9, 2026
Second Publication: July 14, 2026
Effective Date: July 13, 2026
Jeffco Transcript and https://www.wheatridge.gov

ATTACHMENT 1

ITEM NUMBER: 3
DATE: July 13, 2026

REQUEST FOR CITY COUNCIL ACTION

COUNCIL BILL NO. 14-2026

TITLE: AN ORDINANCE AMENDING THE WHEAT RIDGE CODE OF LAWS CONCERNING RECREATIONAL VEHICLE PARKING IN PARKS AND OPEN SPACE AREAS

☒PUBLIC HEARING
☐BIDS/MOTIONS
☐RESOLUTIONS

☐ORDINANCES FOR 1st READING
☒ORDINANCES FOR 2nd READING

QUASI-JUDICIAL ☐YES ☒NO

ISSUE:

Proposed amendments to Sections 17-1 and 17-52 of the Wheat Ridge Code of Laws concerning the parking and use of recreational vehicles (RVs) and other oversized vehicles within City parks, trails, open spaces, the Recreation Center, and other recreation areas. The proposed changes are intended to ensure these public spaces remain available for their intended recreational purposes and are not used for extended stays, residential occupancy, or activities that interfere with public access and enjoyment.

PRIOR ACTION:

Consensus was received by City Council at the June 1, 2026 study session to bring forward an ordinance for consideration.

City Council approved this ordinance on first reading at a public hearing held on June 21, 2026. A motion was made by Councilmember Ohm and seconded by Councilmember Okada and was approved by a vote of 7 to 0.

FINANCIAL IMPACT:

None

BACKGROUND:

City Council has previously adopted regulations governing the parking and use of vehicles within City parks and recreation areas. Over the past several years, staff

and park users have observed an increase in the number and duration of recreational vehicle and oversized vehicle parking in certain locations. Extended vehicle parking has impacted public access, displaced intended recreational activities, and raised health and safety concerns.
The proposed ordinance:

- Adds definitions for both "Recreational Vehicle (RV)" and "Oversize Vehicle" to Section 17-1 of the Code.
- Revises Section 17-52(b) to clarify that oversize vehicles may only be parked during posted open hours and only in areas designated by signage as "Oversized Vehicle Parking."
- Establishes a maximum parking duration of three consecutive days for Recreational and Oversize Vehicles within City recreation areas and clarifies that moving a vehicle between recreation areas does not reset the time limitation. The intent is to prevent long-term occupancy that interferes with public use of these facilities.
- Clarifies that recreational vehicles are not intended for permanent residential use within City recreation areas.
- Amends Section 17-52(c) to expressly prohibit the draining of waste tanks in parks and recreation areas.

RECOMMENDED MOTION:

“I move to approve Council Bill No. 14-2026, an ordinance amending the Wheat Ridge Code of Laws concerning recreational vehicle parking in parks and open space areas, on second reading and that it takes effect 15 days after final publication.”

Or,

“I move to postpone indefinitely Council Bill No. 14-2026, an ordinance amending the Wheat Ridge Code of Laws concerning recreational vehicle parking in parks and open space areas for the following reason(s).”

REPORT PREPARED/REVIEWED BY:

Gerald Dahl, City Attorney
Patrick Goff, City Manager

ATTACHMENTS:

1. Council Bill No. 14-2026

CITY OF WHEAT RIDGE, COLORADO
INTRODUCED BY COUNCIL MEMBER OHM
Council Bill No. 14
Ordinance No. 1847
Series 2026

TITLE: AN ORDINANCE AMENDING THE WHEAT RIDGE CODE OF LAWS CONCERNING RECREATIONAL VEHICLE PARKING IN PARKS AND OPEN SPACE AREAS

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, in the exercise of this authority, the City Council has previously adopted Section 17-52 of the Wheat Ridge Code of Laws (the "Code") concerning the parking and use of vehicles within the park and recreational areas of the City; and

WHEREAS, the Council finds it necessary to restrict the parking of recreational vehicles in such areas in order to ensure that park and recreation areas of the City are not used for residential purposes; and

WHEREAS, the Council further finds that the extended parking of recreational vehicles in park and recreation areas discourages and displaces members of the public from using such areas for their intended purpose, which is for temporary recreation visits by members of the public.

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

Section 1. Section 17-1 of the Code is amended by the addition of the following definitions in their appropriate alphabetical location:

OVERSIZE VEHICLE MEANS ANY VEHICLE, INCLUDING WITHOUT LIMITATION RECREATIONAL VEHICLES (RVS), MOTORHOMES, TRAVEL TRAILERS AND FIFTH-WHEEL TRAILERS, COMMERCIAL TRUCKS, BUSES, LARGE VANS, OR BOATS ON TRAILERS, WHICH VEHICLE EXCEEDS 22 FEET IN LENGTH, 8 FEET IN WIDTH, OR 9 FEET IN HEIGHT, INCLUDING ANY ATTACHED ACCESSORIES, CARGO CARRIERS, OR TRAILERS.

RECREATIONAL VEHICLE (RV) MEANS A MOTORIZED OR TOWABLE VEHICLE ON A CHASSIS WITH WHEELS AND DESIGNED AND BUILT FOR LEISURE, SEASONAL USE, OR TEMPORARY LIVING, FEATURING AMENITIES FOR CAMPING AND TRAVEL-LIKE BEDS, KITCHENS, AND BATHROOMS. FOR THE PURPOSES OF THIS CHAPTER 17, RECREATIONAL VEHICLES ARE NOT INTENDED FOR PERMANENT RESIDENCE.

Section 2. Section 17-52 of the Code, concerning vehicles in park and recreation areas, is amended by revising subsections (b) and (c) thereof to read as follows:

Sec. 17-52. -Vehicles.

(a) . . .

(b) Parking within or upon parks, open space, trails, parkways, THE CITY RECREATION CENTER, or OTHER recreation areas (COLLECTIVELY, "RECREATION AREAS") shall not be permitted at any time a RECREATION AREA ~~park~~ is closed, or in any area ordered closed by the director. It shall be unlawful to park so as to obstruct access roadways and parking areas or areas designated by sign for emergency vehicles use only. Vehicles may be parked in park and recreation areas only if the occupants are engaged in an activity connected with the areas. NOTWITHSTANDING THE FOREGOING, OVERSIZE VEHICLES, AS DEFINED AT SECTION 17-1 OF THIS CHAPTER MAY BE PARKED ONLY DURING RECREATION AREA POSTED OPEN HOURS AND ONLY IN LOCATIONS WITHIN SUCH AREAS DESIGNATED BY SIGNAGE INDICATING "OVERSIZED VEHICLE PARKING." ANY SUCH VEHICLE SHALL NOT BE PERMITTED TO BE PARKED IN ANY RECREATION AREA, WHETHER IN A SINGLE RECREATION AREA, OR IN MULTIPLE RECREATION AREAS IN SEQUENCE, FOR MORE THAN THREE CONSECUTIVE DAYS; MOVING THE VEHICLE WITHIN THAT PERIOD SHALL NOT RESET THE THREE DAY LIMITATION, IT BEING THE INTENTION OF THIS SECTION THAT RECREATIONAL VEHICLES NOT BE PARKED IN RECREATION AREAS OF THE CITY IN A MANNER WHICH UNREASONABLY EXCLUDES USE BY MEMBERS OF THE GENERAL PUBLIC.

(c) Washing or servicing of vehicles, INCLUDNG DRAINING WASTE TANKS, in any park or recreation area of the city is prohibited.

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 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 7 to 0 on this 22nd day of June 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 July 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 July 2026.

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

_____

Korey Stites, Mayor

ATTEST:

_____

Onorina Maloney, Senior Deputy City Clerk

Approved as to Form:

_____

Gerald E. Dahl, City Attorney

First Publication: June 23, 2026
Second Publication: July 14, 2026
Effective Date: July 29, 2026

Published:
Jeffco Transcript and www.ci.wheatridge.co.us

ITEM NUMBER: 4
DATE: July 13, 2026

REQUEST FOR CITY COUNCIL ACTION

COUNCIL BILL NO. 17-2026

TITLE: AN ORDINANCE APPROVING THE REZONING OF PROPERTY LOCATED AT 5225 SWADLEY STREET FROM AGRICULTURAL-TWO (A-2) TO PLANNED RESIDENTIAL DEVELOPMENT (PRD) WITH APPROVAL OF AN OUTLINE DEVELOPMENT PLAN (CASE NO. WZ-24-09)

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

QUASI-JUDICIAL ☒YES ☐NO

ISSUE:

The applicant is requesting approval of a zone change from Agricultural-Two (A-2) to Planned Residential Development (PRD) with an Outline Development Plan to facilitate the development of up to 18 single unit dwellings on the 4.97-acre property located at 5225 Swadley Street. A legal protest has been submitted and verified, so the zone change will require at least six votes by City Council for approval at second reading.

PRIOR ACTION:

Planning Commission heard the request at a public hearing on June 18, 2026, and recommended approval. The staff report and meeting minutes from the Planning Commission meeting will be included with the ordinance for second reading.

FINANCIAL IMPACT:

Fees in the amount of $2,200 were collected for the review and processing of Case No. WZ-24-09. Specific Development Plan application fees will be due at time of application. Building permit and plan review fees, along with parkland dedication fees and building use tax, will be paid as part of the issuance of building permits.

BACKGROUND:

The property is located on the north side of W. 52nd Avenue and Swadley Street, east of Tabor Street. The property is currently zoned Agricultural-Two (A-2) and is platted as Lot 12 of the Standley Heights Subdivision. The property is approximately 4.97-acres and

currently contains three single unit homes, two pole barns, and two detached garages all built in 1937 and 1961.

Adjacent properties to the west and north are incorporated into the City of Arvada. The adjacent property to the northeast is part of unincorporated Jefferson County. Properties within the City of Wheat Ridge to the south are zoned Residential-Two (R-2) and the immediate property to the east is zoned A-2. Uses in the immediate vicinity include low- to moderate-density residential and agricultural.

The current A-2 zoning would allow one (1) single-unit home per acre and accessory structures, with up to 25-percent building coverage and 35-foot height. Because the site is over one acre, City Code does not allow it to be rezoned to a base zone district such as Residential One-C (R-1C) which could potentially accommodate the proposed type of development. Section 26-301.B.2 requires any application for a zone change for residential properties over one acre in size to be to a planned development.

The proposed PRD zoning generally follows R-1C zone district standards, with some standards borrowed from A-2 to create a unique zoning framework. The Outline Development Plan (ODP) proposes a 14- to 18-home Traditional Neighborhood Development centered around a linear open space surrounded by a pedestrian-focused drive. The net density is less than four units per acre. The clustered design is intended to emphasize community interaction, walkability, and peaceful coexistence with surrounding neighborhoods. The intent is to locate uses in appropriate locations that are compatible with adjacent uses, incorporating transitions in lot widths, stricter perimeter setbacks matching agricultural standards, and substantial buffering where adjacent to lower density residential and agricultural uses. In the spirit of providing a high-quality development through a PRD, the project also proposes on-site parking and circulation, increased open space, on-site detention, and customized architectural and design standards.

Following the submission of the zone change application, Community Development staff received and reviewed a package of protests in October 2024 and confirmed that the package contains the required minimum number of valid protests to trigger a required super majority vote by City Council in favor of the zone change ordinance at the final public hearing for approval in accordance with Charter 5.10 and Sec. 26-112.C.7 of the Wheat Ridge Code of Laws. This means that the zone change ordinance will require at least six (6) votes by City Council for final approval.

A complete analysis of the zone change criteria and the ODP will be included with the ordinance for second reading.

RECOMMENDATION:

The application in this case is for the rezoning of property. This action is quasi-judicial, and as a result, the applicant is entitled to a public hearing on the application.

As Council is aware, rezoning in Wheat Ridge is accomplished by ordinance (Charter Sec. 5.10; Code Section 26-112). Ordinances require two readings, and by Charter, the public hearing takes place on second reading.

First reading in these cases is a procedural action that merely sets the date for the (second reading) public hearing. No testimony is taken on first reading. Because it is important that the applicant and all interested parties have their due process rights to a hearing, the City Attorney advises Council to approve rezoning ordinances on first reading. This merely sets the date for the public hearing, and for this reason, the packet materials provided on first reading are generally limited. The Planning Commission packet and minutes will be included in the City Council packet for the public hearing.

RECOMMENDED MOTION:

"I move to approve Council Bill No. 17-2026, an ordinance approving the rezoning of property located at 5225 Swadley Street from Agricultural-Two (A-2) to Planned Residential Development (PRD) with an Outline Development Plan, on first reading for the sole purpose of ordering it published for a public hearing set for Monday, August 10, 2026 at 6:30 p.m. in City Council Chambers, and, if adopted, that it take effect 15 days after final publication."

REPORT PREPARED/REVIEWED BY:

Stephanie Stevens, Senior Planner
Jana Easley, Planning Manager
Lauren Mikulak, Community Development Director
Patrick Goff, City Manager

ATTACHMENTS:

1. Council Bill No. 17-2026

CITY OF WHEAT RIDGE, COLORADO
INTRODUCED BY COUNCIL MEMBER
Council Bill No. 15
Ordinance No. 1848
Series 2026

TITLE: AN ORDINANCE APPROVING THE REZONING OF PROPERTY LOCATED AT 5225 SWADLEY STREET FROM AGRICULTURAL-TWO (A-2) TO PLANNED RESIDENTIAL DEVELOPMENT (PRD) WITH APPROVAL OF AN OUTLINE DEVELOPMENT PLAN (CASE NO. WZ-24-09)

WHEREAS, Chapter 26 of the Wheat Ridge Code of Laws establishes procedures for the City's review and approval of requests for land use cases; and

WHEREAS, A&E Ventures Swadley LLC submitted a land use application for approval of a zone change to the Planned Residential District (PRD) for property at 5225 Swadley Street; and

WHEREAS, the City of Wheat Ridge has adopted a Comprehensive Plan, the 2025 City Plan, which includes a core value to be inclusive and principle of serving a mix of incomes, it anticipated moderate variety housing as a need in this area, and it supports housing development to meet community goals; and

WHEREAS, the proposed planned development is appropriate to accommodate transitional housing development that complements both the established and new housing near the commuter rail station; and

WHEREAS, the zone change criteria support the request; and

WHEREAS, the City of Wheat Ridge Planning Commission held a public hearing on June 18, 2026 and voted to recommend approval of the rezoning of the property to Planned Residential Development (PRD).

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

Section 1. Upon application by A&E Ventures LLC for approval of a zone change ordinance from Agricultural-Two (A-2) to Planned Residential Development (PRD) for property located at 5225 Swadley Street, and pursuant to the findings made based on testimony and evidence presented at a public hearing before the Wheat Ridge City Council, a zone change is approved for the following described land:

PARCEL A:

THAT PART OF THE WEST ONE-HALF OF BLOCK 12, STANDLEY HEIGHTS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6 P.M., BEING A 3.5" BRASS CAP IN RANGE BOX STAMPED WITH LS 13212 AND BEING CITY OF WHEAT RIDGE CONTROL POINT 12209. FROM WHENCE THE NORTHEAST QUARTER CORNER OF SAID SECTION 17 BEARS N00°16'53"W A DISTANCE OF 2641.86 FEET, BEING A 3.256" BRASS CAP IN RANGE BOX STAMPED WITH LS 13212 AND BEING CITY OF WHEAT RIDGE CONTROL POINT 11209. THENCE N86°52'28"WEST, A DISTANCE OF 436.76 FEET TO THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING BEING ON THE WEST LINE OF SAID BLOCK 12, 320.0 FEET NORTH OF THE SOUTHWEST CORNER OF SAID BLOCK 12; THENCE SOUTH ALONG THE WEST LINE OF BLOCK 12, 320.0 FEET TO THE SOUTHWEST CORNER OF BLOCK 12; THENCE EAST ALONG THE SOUTH LINE OF BLOCK 12, A DISTANCE OF 219.16 FEET TO THE SOUTHEAST CORNER OF THE WEST ONE-HALF OF BLOCK 12; THENCE NORTH ALONG THE EAST LINE OF THE WEST ONE-HALF OF BLOCK 12, 180.0 FEET; THENCE NORTHWESTERLY 260.05 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING, COUNTY OF JEFFERSON, STATE OF COLORADO.

PARCEL B:

THE WEST ONE-HALF OF BLOCK 12, STANDLEY HEIGHTS,

EXCEPT: THAT PART OF THE WEST ONE-HALF OF BLOCK 12, STANDLEY HEIGHTS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6 P.M., BEING A 3.5" BRASS CAP IN RANGE BOX STAMPED WITH LS 13212 AND BEING CITY OF WHEAT RIDGE CONTROL POINT 12209. FROM WHENCE THE NORTHEAST QUARTER CORNER OF SAID SECTION 17 BEARS N00°16'53"W A DISTANCE OF 2641.86 FEET, BEING A 3.256" BRASS CAP IN RANGE BOX STAMPED WITH LS 13212 AND BEING CITY OF WHEAT RIDGE CONTROL POINT 11209. THENCE N86°52'28"WEST, A DISTANCE OF 436.76 FEET TO THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING BEING ON THE WEST LINE OF SAID BLOCK 12, 320.0 FEET NORTH OF THE SOUTHWEST CORNER OF SAID BLOCK 12; THENCE SOUTH ALONG THE WEST LINE OF BLOCK 12, 320.0 FEET TO THE SOUTHWEST CORNER OF BLOCK 12; THENCE EAST ALONG THE SOUTH LINE OF BLOCK 12, A DISTANCE OF 219.16 FEET TO THE SOUTHEAST CORNER OF THE WEST ONE-HALF OF BLOCK 12; THENCE NORTH ALONG THE EAST LINE OF THE WEST ONE-HALF OF BLOCK 12, 180.0

FEET; THENCE NORTHWESTERLY 260.05 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING, COUNTY OF JEFFERSON, STATE OF COLORADO.

TOGETHER WITH:

PARCEL C:

A NON-EXCLUSIVE EASEMENT OVER AND ACROSS THE EAST 25 FEET OF THE EXCEPTED PARCEL DESCRIBED ABOVE AS RESERVED BY GEORGE R. REISS AND ELLA W. REISS IN DEED TO WALTER C. BAKER AND IRENE BAKER RECORDED DECEMBER 17, 1970, IN BOOK 2227 AT PAGE 405, COUNTY OF JEFFERSON, STATE OF COLORADO.

Section 2. Vested Property Rights. Approval of this zone change does not create a vested property right. Vested property rights may only arise and accrue pursuant to the provisions of Section 26-121 of the Code of Laws of the City of Wheat Ridge.

Section 3. 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 4. 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 ___ to ___ on this 13th day of July 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 August 10, 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 10th day of August 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: July 14, 2026
Second Publication: August 11, 2026
Effective Date: August 26, 2026

Published:
Jeffco Transcript and www.wheatridge.gov

ATTACHMENT 1

ITEM NUMBER: 5
DATE: July 13, 2026

REQUEST FOR CITY COUNCIL ACTION

RESOLUTION NO. 34-2026

TITLE: A RESOLUTION AMENDING THE 2026 FISCAL YEAR GENERAL FUND BUDGET TO REFLECT THE APPROVAL OF A SUPPLEMENTAL BUDGET APPROPRIATION IN THE AMOUNT OF $96,000 FOR THE PURPOSE OF EQUITY AUDIT SERVICES

☐PUBLIC HEARING
☐BIDS/MOTIONS
☒RESOLUTIONS

☐ORDINANCES FOR 1st READING
☐ORDINANCES FOR 2nd READING

QUASI-JUDICIAL ☐YES ☒NO

ISSUE:

At the direction of City Council, Staff is requesting approval of a budget supplemental of $96,000 to complete an internal equity audit.

PRIOR ACTION:

- October 27, 2025: During the City Council meeting, following the adoption of the 2026 Budget, Councilmember Snell requested that staff return at a future study session to discuss an equity audit. Consensus was provided by City Council.
- January 4, 2026: Staff presented information on a proposed equity audit and received consensus from City Council to return with a contract and budget supplemental for the agreed-upon scope.
- June 8, 2026: Resolution 34-2026 was pulled from the City Council agenda with the request to have the IDEA Committee review and approve the scope of work for the project. The IDEA Committee has since reviewed the scope of work and recommends that City Council move forward with the scope of work as written.

FINANCIAL IMPACT:

These funds have not been appropriated in the 2026 budget. This resolution will amend the budget to appropriate the funds in the General Fund in the amount of $96,000 for equity audit services.

BACKGROUND:

Following the adoption of the 2026 budget, Councilmember Snell proposed that staff look into completing a City equity audit to gain a greater understanding of IDEA-related gaps within the City and asked for City Council support to bring this topic back to a future study session for discussion. Consensus was provided by City Council.

An equity audit is a systematic examination of the City's policies, practices, and culture to identify disparities and biases that may be affecting certain groups of employees or community members. Additionally, an equity audit would provide a comprehensive understanding of the City's equity landscape, identify areas for improvement and "blind spots", and inform strategies for promoting greater equity and inclusion. It can help identify inequities, benchmark best practices, and create a roadmap to facilitate change. Oftentimes, equity audits involve key stakeholders, ensuring all groups are heard and are involved in identifying issues and finding solutions. Equity audits traditionally involve taking a close look at policies and procedures, the decision-making process, representation and diversity, support and access, and Human Resource practices.

In January 2026, staff presented a draft scope of work to City Council, and received feedback and consensus to move forward with the following details to include in a request for proposals, and to return with a contract and supplemental budget request for the agreed-upon scope:

1. Evaluation

Collect, organize, review, analyze, interpret, and assess policies, programs, and practices that directly or indirectly impact City staff and residents regarding their race, ethnicity, gender, national origin, color, disability, age, sexual orientation, gender identity, religion, or other socio-culturally significant factors.

The equity audit will include the review of the following, but not limited to:

- City policies, practices and training (including Personnel/Human Resources)
- Organizational structure
- Protocols
- Communications
- City staff demographics (compared to peer agencies and the most recent census)
- Community engagement

2. Equity Audit Report and Presentations

Prepare formal presentation of findings to stakeholders including City Council, City Staff, and the Community. The data should be comprehensive and identify the current state of the organization, and any organizational trends.

3. Recommendations

Develop a final report of recommendations and insights including the equity audit

evaluation data. This report should identify strengths, gaps, and best practices for the desired level of IDEA success; establish a baseline from which to measure and benchmark progress; determine IDEA priorities, strategies, objectives, programs, and initiatives; ascertain aspects of employees' experience and where attention should be focused in the future; and pinpoint policies, programs, and practices that may be inhibiting IDEA success in key organizational areas.

Following the request for proposal process, Staff received 11 proposals and selected UPD Consulting to lead the equity audit process. The initial proposal submitted was $125,000, however, Staff and the Consultant were able to modify the scope of work to reduce the cost of services to $90,000 with an additional $6,000 set aside for travel, with the Not to Exceed amount of $96,000. The equity audit is anticipated to take four to six months, with a desired completion date of December 31, 2026.

RECOMMENDATIONS:

Staff recommend approval of the supplemental budget appropriation.

RECOMMENDED MOTION:

"I move to approve Resolution No. 34-2026, a resolution amending the 2026 Fiscal Year General Fund budget to reflect the approval of a supplemental budget appropriation in the amount of $96,000 for the purpose of equity audit services"

Or,

"I move to postpone indefinitely Resolution No. 34-2026, a resolution amending the 2026 Fiscal Year General Fund budget to reflect the approval of a supplemental budget appropriation in the amount of $96,000 for the purpose of equity audit services for the following reason(s) _____."

REPORT PREPARED/REVIEWED BY:

Carli Seeba, Manager of People and Culture
Marianne Schilling, Deputy City Manager
Patrick Goff, City Manager

ATTACHMENTS:

1. Resolution No. 34-2026
2. Contract with UPD Consulting

CITY OF WHEAT RIDGE, COLORADO

RESOLUTION NO. 34

SERIES OF 2026

TITLE: A RESOLUTION AMENDING THE 2026 FISCAL YEAR GENERAL FUND BUDGET TO REFLECT THE APPROVAL OF A SUPPLEMENTAL BUDGET APPROPRIATION IN THE AMOUNT OF $96,000 FOR THE PURPOSE OF EQUITY AUDIT SERVICES

WHEREAS, following adoption of the 2026 Budget, City Council expressed interest in conducting an internal equity audit to better understand IDEA-related gaps within the City, including policies, practices, and organizational culture; and

WHEREAS, at the October 27, 2025 City Council meeting, Council reached consensus directing staff to return with additional information regarding an equity audit; and

WHEREAS, at the January 4, 2026 City Council Study Session, staff presented a proposed audit scope and received consensus to return with a contract and a supplemental budget appropriation request; and

WHEREAS, staff conducted a competitive request-for-proposals process, receiving 11 proposals, and subsequently selected UPD Consulting as the preferred vendor; and

WHEREAS, staff negotiated a final not-to-exceed cost of $96,000, consisting of $90,000 in consulting services and $6,000 in travel; and

WHEREAS, funds for this purpose were not appropriated in the adopted 2026 Fiscal Year Budget; and

WHEREAS, the City Council now wishes to amend the 2026 Fiscal Year General Fund Budget to provide for this supplemental appropriation; and

WHEREAS, the Wheat Ridge Charter requires that amendments to the budget be affected by the City Council adopting a resolution.

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

Section 1. A transfer of $96,000 is hereby approved from the General Fund undesignated reserves to account 100-70704-106.

ATTACHMENT 1

DONE AND RESOLVED this 13th day of July 2026.

_____

Korey Stites, Mayor

ATTEST:

_____

Janeece Hoppe, City Clerk

Equity Audit

26-8

THIS AGREEMENT made this Monday, June 1, 2026**,** by and between the City of Wheat Ridge, Colorado, hereinafter referred to as the "City" or "Owner" and **UPD Consulting, 2526 St. Paul Street, 2nd Floor, Baltimore, MD 21218,** hereinafter referred to as the "Contractor."

WITNESSETH, that the City of Wheat Ridge and the Contractor agree as follows:

Article 1 - Services
The Consultant will serve as the City's Consultant and provide at a minimum all the professional services required as per 26-8-Equity Audit (Exhibit A), as more fully described in the Consultant's response to the RFP (Exhibit B) incorporated herein by reference.
The Consultant agrees to perform the following services:

- Develop a workplan, listening plan, sampling plan
- Develop survey
- Identify early actions
- Survey administration, facilitate interviews and group discussions
- Policy / Practice Review
- Communications and Website scan
- Draft Findings including baseline measures
- Draft Roadmap and Monitoring Approach
- Deliverable Walkthrough
- Staff & Council Presentation
- Draft Final Reports and Tools Package

To meet the project goals fully while remaining within the $90,000 budget the consultant will modify the scope in the following ways:

- A leaner staffing model: a core delivery team of Philip Jacobs (PM/facilitation), Sherry Jackson (senior lead/facilitation and synthesis), and Ian Brown (survey/analysis), plus design/production support for report/deck clarity.
- A more consolidated listening approach that stays meaningful: including a mixed-method listening campaign (survey, targeted interviews, group discussions), the team will reduce the overall number of sessions and which interviewees are prioritized, reduced duplication across sessions.
- Survey to ensure broad reach, then seek a smaller set of well-selected interviews/groups to deepen and validate themes.
- More targeted review vs. "review everything" prioritizing the policies, practices, and communications most connected to staff experience and the themes emerging from listening, rather than trying to cover every possible artifact with the same depth.

- Tighter synthesis and review cycles: we'll build in clear review points (workplan/instruments, interim themes, draft findings, final) and keep feedback windows disciplined so time isn't lost in multiple rounds of rework.

Article 2 - Term

The work to be performed under this agreement may commence promptly after receipt of a fully-executed copy of the agreement, to the extent that the Consultant has been authorized to proceed by the City.

This agreement is intended to extend the length of the engagement and is not eligible for renewal. Services shall be completed no later than December 31, 2026, unless extended by mutual agreement.

Article 3 - Payment and Fee Schedule

It is understood and agreed by and between the parties hereto, that the City shall pay the Consultant for services provided, and the Consultant will accept a not-to-exceed a not-to-exceed amount of **ninety thousand dollars ($90,000)** as full payment for the services and an additional not-to-exceed amount of **six thousand dollars ($6,000)** for travel expenses related to the project.

The City operates on a calendar year as its fiscal year; as such, all invoices **must** be received no later than December 20, in order to be processed in the same calendar year.

1. *Invoices by Task*
   Invoices will be submitted monthly by the Contractor for services performed and expenses incurred, pursuant to this agreement during the prior month. Payment is then made to the Consultant within thirty (30) days of receipt via Electronic Funds Transfer (EFT). The City may elect the alternative method of payment by the Treasurer's Office through proper accounting procedures.

2. *Funding*
   There is in effect within the City of Wheat Ridge, Colorado, a provision of the City's Code of Laws which limits the amount for which the City shall be liable to the amount expressly appropriated by the City Council, either through budgeted appropriation, or contract or bid award. The Consultant is specifically advised of the provisions of this portion of the Code of Laws of the City of Wheat Ridge, which was enacted pursuant to Ordinance 787, Series of 1989, and expressly incorporated herein. This contract is specifically subject to the provisions of said Ordinance and adopted Code Section.

Article 4 - No Damages for Delay

Pursuant to Section 2-4 of the Code of Laws, Consultant agrees to waive, release or extinguish its right to recover costs or damages, or obtain an equitable adjustment, for delays in performing this contract if such delay is caused in whole or in part by acts or omissions of the City or its agents, provided however an extension of time is the Consultant's remedy for such delay.

Article 5 - Sales and Use Taxes

The City of Wheat Ridge is exempt from City, County, State, and Federal sales and excise taxes. Certificates will be issued upon request. City of Wheat Ridge Sales Tax Exempt: **98-03515**

Article 6 - Independent Contractor

In performing the work under this agreement, the Consultant acts as an independent contractor and is solely responsible for necessary and adequate worker's compensation insurance, personal injury and property damage insurance, as well errors and omissions insurance. The Consultant, as an independent Contractor, is

obligated to pay Federal and State income tax on monies earned. The personnel employed by the Consultant are not and shall not become employees, agents, or servants of the City because of the performance of any work by this agreement. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person—other than bona fide employees working solely for the Consultant—any commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty the City will have the right to annul this agreement without liability or in its discretion to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Article 7 - Insurance

In accordance with Article 6 above, the Contractor shall furnish a certificate of insurance upon notification of award, and prior to performance. Work shall not commence under this agreement until the Contractor has submitted to the City and received approval thereof, a certificate of insurance showing compliance with the following minimum types and coverages of insurance:

Worker's Compensation, Coverage A	Statutory, including occupational disease coverage for all employees at work site.
Employer Liability, Coverage B	$500,000 per person $500,000 per accident $500,000 each disease
Commercial General Liability *(including Premises-Operations, Independent Contractor's Protective, Broad Form Property Damage, and Contractual Liability)* • Bodily Injury • Property Damage	$1 million per occurrence $2 million aggregate $1 million per occurrence $2 million aggregate
Comprehensive Automotive Liability *(owned, hired, and non-owned vehicles)* • Bodily Injury • Property Damage	$2 million per occurrence $2 million per occurrence

The City of Wheat Ridge shall be named as additional insured on all liability policies. Insurance shall include provisions preventing cancellation without 30 days prior notice by certified mail to the City.

Nothing herein shall be deemed or construed as a waiver of any of the protections to, which the agencies may be entitled pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, CRS, as amended.

Article 8 - Indemnification

The Consultant agrees to indemnify, defend, and to hold the City and its agents, officials, officers and employees harmless for, from and against any and all claims, suits, expenses, damages, or other liabilities—including reasonable attorney fees and court costs arising out of damage or injury to persons, entities, or property causes or sustained by any person or persons to the extent caused by the negligent, acts, omissions, performance or failure of the Consultant to provide services pursuant to the terms of this agreement.

Article 9 - Equal Employment Opportunity

The Consultant shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, or national origin. The Consultant shall adhere to acceptable affirmative action guidelines in selecting employees and shall ensure that employees are treated equally during employment, without regard to age, race, color, religion, sex, or national origin. Such action shall include—but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training—including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.

The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor—provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

Article 10 - Charter, Laws, and Ordinances

The Consultant at all times during the performance of this agreement, agrees to strictly adhere to all applicable Federal, State, and local laws, rules, regulations, and ordinances that affect or govern the work as contemplated under this agreement.

Article 11 - Law and Venue

The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this agreement. The parties agree that venue and jurisdiction for disputes regarding performance of this contract is with the District Court of Jefferson County, Colorado.

Article 12 - Termination

The Consultant acknowledges that his failure to accomplish the work as described shall be considered a material breach of the contract and entitle the City to consequential damages resulting from failures, acts, or omissions—including, but not limited to re-procurement costs, insufficient or improper work.

The City and the Consultant agree that this agreement may be canceled for cause by either party, with a fifteen (15) day prior written notice. The cost of completing the portion of the work which remains unperformed at the time of such termination shall be deducted from the contract price before payment is made.

The City may terminate the agreement for its convenience, upon thirty (30) days written notice. In the event of such termination the Consultant will be paid for all work and expenses incurred up until the time of such termination.

All work accomplished by the Consultant prior to the date of such termination shall be recorded, and tangible work documents shall be transferred to and become the sole property of the City, prior to payment for services rendered.

Article 13 - Notices

Contact Information	City	Consultant
Name:	Carli Seeba	UPD Consulting
Office Phone:	(720) 216-4999	410-361-1187
Email Address:	cseeba@wheatridge.gov	schen@updconsulting.com
Address:	7500 W 29th Ave.	2526 St. Paul Street, 2nd Floor
City, State, Zip Code:	Wheat Ridge, CO 80033	Baltimore, MD 21218

Article 14 - Assignment and Subcontractors

The duties and obligations of the Consultant arising hereunder cannot be assigned, delegated, nor subcontracted except with the express written consent of the City. The subcontractors permitted by the City shall be subject to the requirements of this agreement, and the Consultant is responsible for all subcontracting arrangements, as well as the delivery of services as set forth in this agreement. The Consultant shall be responsible for the performance of any subcontractor.

Article 15 - Severability

To the extent that the agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the agreement, the terms of this agreement are severable. Should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon subsequent breach.

Article 16 - Integration of Understandings

This agreement is intended as the complete integration of all understanding between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force and effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in writing and signed by an authorized representative of the City and the Consultant.

Article 17 - Disadvantaged Business Enterprises

Disadvantaged business enterprises are afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. Consultants shall insert

this provision in all subcontracts for any work covered by this Agreement, so that it shall be binding upon each sub-consultant or subcontractor providing labor or services.

Article 18 - Ownership of Contract Products

All products produced from the awarded contract shall be the sole property of the City.

Article 19 - Personally Identifiable Information (PII) and Open Records Act

Contractors, consultants, business partners and vendors that handle, process, or work in areas where personally identifiable information may reside in hard copy or electronic records must maintain the confidentiality of all Personally Identifiable Information (PII). Violation may result in contractual penalties and termination of the business relationship with the City. In extreme cases criminal punishment under Colorado Law (C.R.S. § 24-73-101) may occur. Consultant acknowledges that the City is subject to the provisions of the Colorado Open Records Act, CRS 24-72-201, et seq., ("The Act") and that all documents, correspondence, email messages and other communications between the Consultant and the City are subject to public disclosure under the provisions of that Act, with limited exceptions for proprietary information, business secrets, and similar information. Consultant shall identify all proprietary and confidential information on the document or communication itself. In the event the City receives a request for disclosure of such information under the Act, Consultant agrees to indemnify the City against any attorney fees and court costs incurred by the City in defending its refusal to disclose such information.

Article 20 - Accessibility

Consultant(s) and solutions complies with all applicable provisions of §§24-85-101, et seq., C.R.S., [1] and the Accessibility Standards for Individuals with a Disability, as established by the Office Of Information Technology pursuant to Section §24-85-103(2.5). Consultant also complies with the latest version of Level AA of the Web Content Accessibility Guidelines (WCAG), currently version 2.1, as described in State of Colorado Technical Standard TS-OEA-002, Technology Accessibility for Web Content and Applications when developing solutions for the state.

The Consultant agrees to indemnify, save, and hold harmless the state, its employees, agents and assignees (collectively, the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to the Consultant's failure to comply with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by the Office of Information Technology pursuant to Section §24-85-103(2.5).

Any additional costs to add accessibility features will be the obligation of the Consultant, and any addition or change to the Price Proposal will be disallowed.

Article 21 - Cooperative Procurement

The City of What Ridge encourages and participates in cooperative procurement endeavors undertaken by or on behalf of other governmental agencies including the Multiple Assembly of Procurement Officials (MAPO) and the Cooperative Educational Purchasing Council (CPEC).

Consultants are hereby advised that any member of MAPO/CPEC is permitted to avail itself of this contract at the prices resulting from the successful award of this contract.

Article 22 - Vendor Performance Feedback

The City of Wheat Ridge has implemented a requirement for Project Managers to assess each vendor's performance and issue a determination as to whether the City should award the vendor future City contracts.

All contracts will need to be considered as part of the requirement. The following criteria will be evaluated annually for renewable contracts and at contract closeout for one-time agreements:

1. Work completed on time
2. Work completed within budget
3. Work completed as per the Scope of Work
4. Future Award Recommendation

SIGNATURE PAGE TO FOLLOW

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

Each party has reviewed the items contained within this contract and recommend executing this contract to proceed with the agreed upon Statement of Work.

PROCUREMENT MANAGER

SIGNATURE

Whitney Mugford-Smith

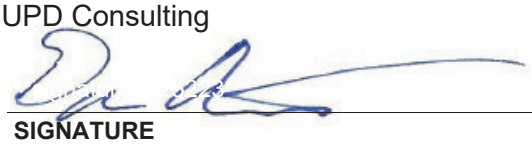
FULL NAME

Procurement Manager

TITLE

DATE SIGNED

UPD Consulting



SIGNATURE

Douglass Austin

FULL NAME

May 26, 2026

DATE SIGNED

CEO/President

TITLE

PROJECT MANAGER

SIGNATURE

Carli Seeba

FULL NAME

Manager of People and Culture

TITLE

DATE SIGNED

CITY OF WHEAT RIDGE

SIGNATURE

Patrick Goff

FULL NAME

City Manager

TITLE

DATE SIGNED

DEPARTMENT DIRECTOR

SIGNATURE

Christopher Molison

FULL NAME

Director of Administrative Services

TITLE

DATE SIGNED

CITY OF WHEAT RIDGE
Equity Audit (26-8)

Proposal Submitted by UPD Consulting

Mar 5, 2026

Table of Contents

Cover Letter 2

1. Firm Capabilities and References 3
2. Scope of Submission 5
3. Effective Approach and Timeline 8
4. Plan Effectiveness 10

Appendix: Resumes 13

Cover Letter

To the Selection Committee,

UPD Consulting is pleased to submit our proposal to partner with the City of Wheat Ridge on its Equity Audit. UPD is a public-sector consulting firm founded in 2006 with a 14-person team supporting clients nationwide from our Baltimore office. We help public agencies close opportunity gaps by turning equity commitments into measurable, day-to-day practices that improve how organizations operate and serve their communities.

Our understanding of the request

The City of Wheat Ridge is seeking a consultant to conduct a comprehensive equity audit that includes: review and analysis of City policies, programs, practices, training, organizational structure, protocols and initiatives; a listening campaign using a staff survey, interviews, and group discussions; review of community engagement, internal/external communications and the City website; and a final report and presentations to City staff and City Council that establish a baseline, identify strengths and gaps, recommend IDEA priorities and strategies, and propose short- and long-term actions with monitoring and evaluation methods.

What makes UPD's approach different (and more likely to stick)

Equity audits often succeed at documenting perspectives and confirming patterns, but progress stalls when the findings don't connect to daily work. UPD's approach is designed to prevent "report-to-shelf" outcomes. We deliver the required audit and recommendations, and we also build in implementation readiness: clear owners, a concise baseline scorecard (10–12 measures), and a small set of practical early actions that can begin during the audit period and be refined as findings emerge. We don't assume everyone must share the same beliefs or language for outcomes to improve. We meet teams where they are, align around shared outcomes, and focus on changing routine behaviors and decisions—the places where equity becomes real.

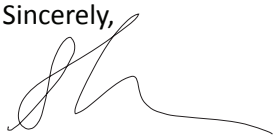
Proposed schedule (April–August 2026)

Assuming a contract start around April 1, 2026, UPD will complete the audit by August 31, 2026 in four phases:

1. Launch & Audit Framework (April)
2. Evidence Review & Listening Campaign (May–June)
3. Analysis, Baseline Measures & Draft Findings (July)
4. Final Report & Presentations (August)

We appreciate the opportunity to be considered. UPD would be excited to help Wheat Ridge complete a rigorous equity audit—and, just as importantly, leave the City with a clear baseline, practical next steps, and the routines needed to sustain progress.

Sincerely,



Sherry Jackson
Executive Vice-President | UPD Consulting
(410) 361-1187| schen@updconsulting.com
2526 St. Paul Street, 2nd Floor, Baltimore, MD 21218

1. Firm Capabilities and References

1) Company overview and history

UPD Consulting is a public-sector consulting firm founded in 2006. UPD is led by an experienced management team and currently operates as a **14-person firm**, with team members based across the United States and supported by a central office in Baltimore, Maryland. UPD's working office for this project is Baltimore, with remote delivery and on-site travel to Wheat Ridge as needed. UPD does not operate under any other "doing business as" names (DBAs).

2) References for projects of similar size and scope

UPD has successfully delivered equity-centered organizational assessments, strategy/action planning, and implementation support for public agencies and mission-driven organizations. Three references are provided below; each includes the owner's project manager contact information, total contract amount, and a brief scope summary. No sub-consultants were used on these engagements unless otherwise noted.

- **Massachusetts Department of Elementary & Secondary Education — Adult & Community Learning Services (ACLS)**
  Contact: Wyvonne Stevens-Carter, Director, ACLS • (781) 338-3835 • wyvonne.stevens-carter@mass.gov
  Contract Amount: Approximately $350,000 per year (multi-year engagement; currently in Year 5)
  Scope Summary: Design and delivery of a statewide equity/anti-racism learning and capacity-building effort across an adult education provider network, including facilitation, coaching, and tools that translate learning into practice.

- **City of Duluth, Minnesota**
  Contact: Jessica Casper, Budget Manager • (218) 730-5195 • jkasper@duluthmn.gov
  Contract Amount: Approximately $150,000
  Scope Summary: City-wide equity/DEI assessment and development of recommendations and structures to support coordinated implementation across departments.

- **Safe Horizon, New York**
  Contact: Vagnes de la Rosa, Chief of Organizational Culture & Community Engagement, Vagnes.DeLaRosa@safehorizon.org, (917) 658-5260
  Contract Amount: $115,000
  Scope Summary: Conduct organizational equity review and assessment. Develop strategies for prioritization that bring equity to action in day to day operations.

3) Experience overseeing and coordinating multiple, concurrent projects

UPD regularly manages multiple concurrent projects across jurisdictions and client types. We use a disciplined project management approach that includes a clear workplan, milestone-based deliverables, defined roles and decision points, and regular check-ins with client leads. Internally, we maintain weekly delivery huddles to

manage workload, track dependencies, and ensure quality and timeliness across simultaneous engagements. This structure enables UPD to deliver on schedule while maintaining consistent standards and responsiveness.

4) Familiarity with the project area and local market

UPD has completed project work in Colorado and understands the regional context and operating environment for public and nonprofit partners. In 2019, UPD supported the Colorado Education Initiative (CEI) in standing up a continuous improvement process, including a measurement framework and coaching staff working with a school improvement network. While UPD's municipal and public-sector work is national in scope, we apply a consistent local-learning approach in every engagement: rapid orientation to local context, stakeholder mapping, and alignment to the City's existing routines and constraints.

5) MBE/WBE/DBE participation

UPD is a certified Disadvantaged Business Enterprise (DBE) through the Colorado Department of Transportation. UPD's DBE renewal is currently pending, and documentation can be provided upon request. UPD also holds MBE/DBE certifications in multiple jurisdictions across the country.

6) Insurance statement

UPD agrees to provide and maintain all required insurance in accordance with the RFP requirements upon award.

7) Conflicts of interest

UPD has no known relationships with the City, its employees, or other entities that would be construed or perceived as a personal or organizational conflict of interest related to this solicitation.

8) Financial stability

UPD Consulting is financially stable and in good standing. Neither UPD nor any affiliates have filed for bankruptcy or reorganization under bankruptcy laws, and no such proceedings are pending. UPD has the financial capacity to perform and complete the services described in this proposal.

2. Scope of Submission

2.1 Team members and respective roles (including any sub-consultants)

UPD proposes the following team for the City of Wheat Ridge Equity Audit. No sub-consultants are proposed at this time.

- **Philip Jacobs — Project Manager**: day-to-day project management, schedule control, stakeholder coordination, and facilitation support across the audit process; ensures deliverables are produced on time and in alignment with the City's expectations.
- **Jenni Greene — Principal Consultant**: senior engagement lead; oversees audit design, synthesis of findings, and development of actionable recommendations; leads key facilitation moments and presentation preparation.
- **Ian Brown — Senior Consultant / Analyst**: leads mixed-method data collection and analysis (survey results, interview/group themes, workforce/operational inputs where available) and supports development of baseline measures and monitoring methods.
- **Sherry Jackson — Executive Oversight (and facilitation support):** provides senior oversight for quality and alignment; participates in key stakeholder sessions and deliverable walkthroughs, and may facilitate select meetings or workstreams as needed to ensure momentum and high-quality synthesis.

Resumes for essential staff are in the Appendix section at the end of this proposal.

2.2 Resumes of essential staff (similar project experience, credentials, education/certifications, time with company)

Resumes for Philip Jacobs, Jenni Greene, Ian Brown, and Sherry (Chen) Jackson are included as attachments. Each team member brings extensive experience with equity-focused organizational assessments, facilitation, and implementation planning for public agencies and mission-driven organizations.

- **Philip Jacobs** is a certified **Project Management Professional (PMP)** and has served as project manager for multiple equity assessments and strategic planning efforts, including work for Queens Public Library and the State of California Department of Human Resources. He has also supported clients such as Massachusetts DESE/ACLS, Benton County (OR), Summit County (OH), A Better Whitehaven (Memphis), and San Diego Association of Governments (SANDAG), and has worked with the Port of Seattle, Washington Department of Health, Washington State Equity Office, and Washington State Auditor's Office. Prior to UPD (joined 2022), he served as Executive Director of Washington Employers for Racial Equity (WERE).
- **Jenni Greene** served as project manager for the City of Duluth (MN) engagement and currently serves as project lead for Safe Horizon (NYC) and as a project lead on Massachusetts DESE/ACLS. Jenni brings deep expertise in learner-centered design, curriculum and professional development systems, and facilitation—supporting practical, job-embedded learning and behavior change.
- **Ian Brown** currently supports Massachusetts DESE/ACLS, Safe Horizon (project team), the San Diego Office of Race Equity and Justice, and the Nevada Department of Education. Ian brings strong mixed-methods capability and facilitation experience, including youth mentorship and speaking, which strengthens inclusive engagement and the ability to surface real themes through listening sessions.

- **Sherry Jackson** brings 20 years of experience helping public, nonprofit, and philanthropic organizations improve performance and strengthen equitable outcomes. A founding partner at UPD, she leads the firm's strategy and delivery in Strategic Planning, Design, and Continuous Improvement. Sherry has led district- and state-level professional learning engagements across the country focused on strengthening implementation systems—building the structures, routines, and capacity that help organizations translate priorities into measurable results.

2.3 Project manager experience and references (similar projects in the same capacity)

Philip Jacobs will serve as Project Manager for this engagement. Philip has served as project manager for equity assessments and related strategic planning work for Queens Public Library and the State of California Department of Human Resources, and has supported additional public agency and civic engagements including Massachusetts DESE/ACLS, Summit County (OH), Benton County (OR), SANDAG, and others listed in his résumé. Philip brings disciplined schedule management, risk tracking, and client communication practices as a certified PMP. He also brings equity implementation experience from his prior role as Executive Director of Washington Employers for Racial Equity (WERE), strengthening his ability to manage both technical delivery and relational dynamics typical in equity audits.

2.4 Individual experience with the City or other government agencies; experience in Denver metro and Colorado

UPD's experience includes extensive work with local and state government agencies nationwide. In Colorado, UPD supported the **Colorado Education Initiative (CEI)** in 2019 to stand up a continuous improvement process, including a measurement framework and coaching staff working within a school improvement network. While UPD has limited direct Denver-metro project history, our team applies a disciplined "local learning" approach in each engagement: rapid orientation to City context and priorities, stakeholder mapping, and alignment to the City's existing routines, constraints, and decision processes.

2.5 Prior client relationships not renewed after the agreed upon term and why

Many UPD engagements are designed with a defined start/end period and specific deliverables, and conclude as planned when scope is completed. In some instances, work has not extended beyond the initial term due to factors such as budget shifts, contracting conditions, leadership transitions, or completion of the original scope. At the same time, UPD has a strong record of renewal and scope expansion, including multi-year renewals and follow-on work after initial assessments and plans (for example, Massachusetts DESE/ACLS is currently in Year 5; Safe Horizon has added a Year 2; and Summit County, Ohio expanded scope beyond the initial engagement).

2.6 Unique strengths and relevant experience UPD offers

UPD's distinctive value is combining deep equity practice with the disciplines that make change stick. Many equity audits accurately document patterns and perceptions, but progress stalls when findings do not translate into the realities of daily work. UPD addresses that risk by pairing a rigorous audit with implementation readiness: clear ownership, a concise baseline of measures, and a small set of practical actions that can begin

during the audit period and be refined as findings emerge. This helps staff build the habit of deliberate practice—small steps, repeated over time—so equity becomes part of how work is done.

UPD's team brings strong facilitation and trauma-informed practices that support meaningful participation, psychological safety, and credible synthesis—particularly important when staff perspectives differ on priorities or experience. The team is people- and community-centered, grounded in lived experience, and experienced at bridging gaps in communication and building transparency and inclusive decision-making.

UPD also brings learning design capability that strengthens follow-through. Jenni Greene and Ian Brown have deep experience designing learner-centered professional development and facilitation that translates recommendations into practical routines and tools. In addition, Philip Jacobs has developed an **interactive learning tool** that helps teams practice equity-related skills in a structured, collaborative format—useful for building shared language and "muscle memory" for action without relying on lecture-style training.

2.7 Client-firm dispute resolution in the past five years

UPD has had **no formal client-firm disputes requiring dispute resolution** in the past five years.

3. Effective Approach and Timeline

Overview

UPD's approach is designed to ensure the Equity Audit strengthens day-to-day practice—not only documents perspectives. A common reason equity audits stall is that findings don't translate into the realities of daily work, so even when there is agreement about what the City "should" do, people aren't sure what to do differently on Monday. UPD addresses that risk by translating findings into small, practical actions embedded in existing routines—incremental does not mean less impactful when the practices are repeated, measured, and refined over time. This section describes how we will complete a rigorous audit and deliver the required report and presentations, while also establishing the minimal implementation conditions that make change more likely (clear owners, baseline measures, and early actions).

3.1 Workload and project accomplishment

Our plan is built around a simple arc: start with clarity and trust, gather solid evidence, turn that evidence into usable priorities, and deliver a final package the City can actually act on. Assuming an April 1, 2026 start, UPD will complete the Equity Audit by **August 31, 2026,** including the listening campaign, analysis, presentations to staff and Council, and the final report with baseline measures, priorities, and monitoring methods. The timeline is realistic for a City of Wheat Ridge's size and scope because we run several workstreams in parallel, keep decisions moving through a steady cadence, and avoid leaving major synthesis to the very end.

The phases below follow that arc and describe the work and deliverables from April through August 2026:

Phase 1: Launch & Audit Framework (April 2026)

- Confirm scope, roles, and decision cadence; issue a document/data request.
- Finalize the listening plan (survey + interviews + group discussions) and communications plan.
- Select 2–3 "early implementation actions" (small, low-risk practice changes within City control) that can begin during the audit period.
- **Deliverables**: audit workplan; instruments and sampling plan; early-action shortlist; document/data inventory.

Phase 2: Evidence Review, Listening & Engagement (May–June 2026)

- Review policies, programs, and practices affecting staff; review organizational structure, protocols, and training.
- Execute listening campaign: survey(s), 1:1 interviews, and group discussions with staff and community stakeholders (including historically underrepresented populations).
- Review internal/external communications and website for accessibility, clarity, and inclusion; compile staff demographics and relevant resource allocation inputs.
- **Deliverables**: interim themes memo; participation summary; preliminary observations by audit domain.

Phase 3: Analysis, Baseline Measures & Draft Findings (July 2026)

- Synthesize findings into strengths, gaps, patterns, and root causes; identify barriers preventing inclusive practices from taking hold.
- Establish the required **baseline** (10–12 measures) with definitions, data sources, and practical ownership/refresh cadence.
- Draft recommendations, including near-term actions and longer-term goals, plus monitoring/evaluation methods.
- **Deliverables**: draft findings; baseline measures; draft action roadmap and monitoring plan.

Phase 4: Final Report & Presentations (August 2026)

- Present findings to City staff and City Council; incorporate feedback.
- Deliver final report including baseline, priorities, strategies/objectives, short-term steps, long-term goals, barriers, and monitoring/evaluation approach.
- **Deliverables**: final report; Council/staff presentation materials; implementation-ready action roadmap.

3.2 Managing work to meet deadlines / ability to expedite schedule if needed

The City of Wheat Ridge's timeline runs straight through spring and summer, which means calendars, vacations, and Council schedules can slow momentum if the work isn't tightly managed. UPD keeps projects moving by locking in key dates early, running the audit in short phases with clear outputs, and using a steady check-in rhythm so decisions don't pile up at the end.

How we will stay on track:

- **Lock key dates early:** confirm the survey window, interview/group discussion weeks, draft review windows, and Council/staff presentation dates during kickoff.
- **Run in short phases with clear outputs:** each phase ends with a specific deliverable (workplan/instruments; interim themes; draft findings + baseline; final report + presentations).
- **Parallel workstreams (without chaos):** policy/practice review, listening activities, and communications/website review run concurrently, with one integrated workplan and clear owners.
- **Biweekly City check-ins + monthly written updates:** biweekly check-ins with the City lead to clear obstacles and confirm decisions; a concise monthly written update summarizing progress, upcoming work, and decisions needed.
- **Time-bound review cycles:** draft materials are shared in manageable increments with agreed feedback windows, so revisions happen continuously rather than all at once at the end.

If the City asks for an expedited schedule:

UPD can compress the timeline by increasing interview blocks, adding additional group sessions, and shortening draft review cycles—while maintaining confidentiality protections and analytic rigor.

3.3 Foreseeable problems and mitigations

Equity audits can lose momentum for predictable reasons—low participation, messy data, and findings that don't translate into daily practice. We plan for those risks up front so the City isn't stuck troubleshooting late in the process.

- **Participation and trust (survey, interviews, group discussions):** People won't share candid input if they're unsure how it will be used. We address this by being clear about confidentiality, offering multiple ways to participate (anonymous survey + 1:1 + small groups), and communicating what will be reported (themes and patterns) versus what will not (attribution of comments).
- **Data gaps or inconsistent records:** City data is often spread across systems or not clean enough for perfect trend analysis. We start with "good enough" baselines using what's available, document limitations transparently, and recommend practical improvements to data ownership and tracking so the baseline gets stronger over time.
- **Findings that don't change day-to-day work:** Even strong findings can stall if they aren't connected to the routines where decisions happen. We reduce this risk by packaging recommendations as specific actions with owners, sequencing, and measures—and by identifying a small set of early actions during the audit period so follow-through starts before the final report.
- **Spring/summer scheduling constraints:** Delays often come from calendars, not content. We mitigate this by booking key interview/group windows early, offering flexible meeting times and virtual options, and reserving presentation dates well in advance so the project can still close by the end of August.

3.4 How project objectives will be achieved

UPD will help Wheat Ridge get to an Equity Audit that is credible, usable, and easier to act on—by combining three things: a clear look at how the City operates today, honest input from staff and stakeholders, and recommendations that translate directly into day-to-day practice.

- **Look at the systems that shape outcomes:** We will review the policies, practices, training, organizational structure, and protocols that affect staff experience and opportunity. We will also review communications and the City website for accessibility and clarity, and use available workforce demographics and relevant funding/expense information to understand patterns and establish a baseline.
- **Gather input people will actually give:** We will run a listening campaign that includes one staff survey, targeted 1:1 interviews, and small group discussions. We will design the process so it feels safe and worth people's time, and so the findings reflect both lived experience and how work actually gets done.
- **Turn findings into a practical path forward:** Rather than a long list of recommendations, we will deliver a prioritized roadmap with short- and long-term actions that are ready to run—each with an owner, what changes in routine practice, what gets measured, and how progress will be reviewed.
- **Start early so momentum isn't deferred:** By the end of the first month, we will identify 2–3 small, practical actions the City can begin immediately and refine as findings emerge. This helps teams build the habit of deliberate practice while the broader audit is underway.

3.5 Understanding of technical requirements

UPD understands the City expects a multi-method equity audit and will address each requirement explicitly:

- **Listening methods:** survey(s), 1:1 interviews, and group discussions; instruments designed to support participation, confidentiality, and usable synthesis.
- **Internal review domains:** internal policies and training, organizational structure, protocols, initiatives/programs, and practices affecting staff across protected and socio-cultural factors.
- **External-facing domains:** community engagement practices; internal/external communications; website review for accessibility, clarity, and inclusion.
- **Data inputs for baselining and benchmarking:** staff demographics and relevant funding/expense patterns (as available and appropriate), plus clearly defined baseline measures from which progress can be tracked.
- **Deliverables:** formal presentation(s) to City Council and staff; final report identifying strengths/gaps, barriers, priorities and strategies, short-term actions and long-term goals, and monitoring/evaluation methods.

4. Plan Effectiveness

4.1 Customer service philosophy; client communication and reporting

UPD's customer service philosophy is simple: be clear, be responsive, and make the work easy for the City to manage. We use a predictable cadence, transparent communication, and "no-surprise" reporting so the City always knows what is happening, what is coming next, and what decisions are needed. This is consistent with Wheat Ridge's **ACTION values—especially Accountability and NOW!**—and it will show in how we partner day to day.

Communication and reporting approach

- **Single point of contact and escalation path:** Philip Jacobs will serve as the day-to-day Project Manager, with Jenni Greene as the senior engagement lead and Sherry Jackson providing executive oversight and escalation support as needed.
- **Biweekly check-ins (and more as needed):** UPD will hold biweekly check-ins with the City's designated project lead (anticipated to be HR and/or an Inclusion/Equity committee liaison), with additional touchpoints during time-sensitive windows (e.g., survey launch, draft findings review, Council/staff presentation planning).
- **Regular progress reporting:** UPD will provide a concise written update at least monthly summarizing completed work, upcoming activities, key risks/constraints, and decisions needed from the City.
- **Responsiveness:** UPD will acknowledge City questions and requests promptly and will work collaboratively to resolve issues or adjust sequencing when conditions change.

What it is like to work with UPD (commitments)

- **Equity:** UPD brings deep equity expertise and a people-centered approach designed to support meaningful participation and reduce barriers to inclusion.
- **Alignment:** UPD builds on existing City approaches, language, and structures rather than creating parallel systems that are difficult to sustain.
- **Flexibility:** capacity-building and change work is rarely linear; UPD adapts sequencing and methods to fit real-world constraints while protecting the integrity of the audit.

- **Collaboration:** UPD works in a collaborative, stakeholder-informed way that reflects local wisdom and builds ownership.
- **Implementation focus:** UPD emphasizes practical, feasible next steps—so findings translate into day-to-day practice and measurable progress.

4.2 Quality control methodology and adherence to widely accepted standards

UPD's quality control is designed to keep the audit rigorous, fair, and usable. We don't assume there is "perfect data." Instead, we use multiple sources, check them against each other, and document what is strong, what is limited, and what that means for decision-making.

- **Planned review points:** we confirm alignment at key moments—after the workplan and instruments are set, after early themes emerge, after draft findings/baseline are developed, and before final materials are released.
- **Triangulation across data sources:** we compare what we learn from document review, survey results, interviews, and group discussions so findings are grounded in more than one source.
- **Consistent qualitative analysis:** we use a structured approach to coding themes so patterns are clear and not dependent on a single note-taker's interpretation.
- **Confidentiality and secure handling:** clear confidentiality norms for listening activities; secure file transfer and controlled access to sensitive materials.
- **Accessible, plain-language deliverables:** clear writing, readable visuals, and common digital accessibility practices for reports and presentations.
- **Shared understanding with leaders:** short check-ins on emerging themes and draft deliverables so leaders interpret results consistently and decisions don't get delayed late in the process.

4.3 Billing procedures, reporting, collection, and customer service policies

UPD's billing approach is designed to be transparent, predictable, and easy for the City to process. UPD proposes a **fixed-fee** contract structure with billing tied to agreed milestones and monthly invoicing.

- **Monthly invoicing:** UPD will submit invoices monthly, with clear descriptions of work completed during the invoice period and progress toward milestones.
- **Milestone-based billing:** invoices will reflect the agreed milestone schedule and percent complete as appropriate, consistent with public-sector billing expectations.
- **Reimbursable expenses:** reimbursable expenses, if any, will be invoiced at cost and supported by documentation consistent with the City's requirements.
- **Payment terms:** UPD will comply with the City's standard payment terms and administrative requirements.
- **Billing inquiries and customer service:** UPD will respond promptly to billing questions, provide clarification as needed, and resolve any discrepancies in a timely and professional manner.

4.4 Value-added services

UPD's value-add is not more deliverables for their own sake—it's the capability to help Wheat Ridge *use* the audit. Equity audits often stall because organizations don't have the routines, skills, and practical habits that

turn insight into sustained practice. UPD brings deep experience in change management and data-driven continuous improvement, and we apply that discipline so the City can move from findings to consistent action and organizational learning over time.

Just as importantly, we bring seasoned equity and facilitation expertise that helps the work land with real people. Our team is experienced at creating space for honest input, supporting managers and leaders who may be navigating discomfort or uncertainty, and still maintaining clear expectations for progress. We combine empathy with accountability—meeting teams where they are while helping them move toward more equitable practice.

Included value-add supports (built into our approach):

- **Continuous improvement setup (lightweight):** a small baseline scorecard (10–12 measures) with definitions, owners, and refresh cadence—so progress is visible and the City can benchmark over time.
- **Action planning that is runnable:** a prioritized roadmap with first steps, owners, sequencing, and what "success" looks like—so teams know what to do next and how to start.
- **Simple routines that build follow-through:** a concise monthly progress update format and decision prompts that help leaders review what's working, adjust, and avoid losing momentum after the report is delivered.
- **Facilitation that supports real change:** structured sessions and discussion guides that help leaders and teams translate findings into practical next steps, surface barriers early, and build shared ownership.
- **Clear, usable communication products:** well-designed visuals and plain-language summaries that make findings easier to understand, discuss, and act on across the organization.

Appendix: Resumes



PHILIP JACOBS

senior consultant

RELEVANT EXPERTISE:

PMP Certification
Equity Strategy
Communications/Messaging
Continuous Improvement
Client Delivery
Capacity Planning
Workforce Development
Stakeholder Management
Facilitation
Project Documentation
Quality Assurance
Project Planning

EDUCATION:

Business Administration, Seattle Pacific University.

Associate of Arts, Highline Community College

Philip is an experienced DEI consultant and project manager. He is a skilled equity coach and facilitator with expertise in applying change management and continuous improvement practices in the diversity and inclusion space. Philip has extensive experience in the private sector as a consultant and project manager and holds the PMP credential in Project Management.

At UPD, Philip has supported the DEI strategic planning work in Summit County, Ohio, the creation of equity action plans for the San Diego Association of Governments (SANDAG), and the facilitation of ADEI training workshops for 80 adult education agencies across the state of Massachusetts.

WORK EXPERIENCE:

UPD CONSULTING Baltimore, MD	Senior Consultant 2021-Present
WASHINGTON EMPLOYERS FOR RACIAL EQUITY Seattle, WA	Executive Director 2021
GREATHEART CONSULTING Seattle, WA	Program Analyst 2008-2010
R.E.B.E.L. FIRM Tacoma, WA	Consultant/Speaker 2007-2021
ICF Seattle, WA	Project Manager/Analyst 2014-2017 Account Manager 2014
FCI MANAGEMENT, INC. Long Beach, CA	Project Analyst/Energy Services Representative 2012-2014 Business Development Account Manager 2011-2012 Program Manager 2010-2011 Field Supervisor 2010 Energy Services Representative 2008-2010



JENNI GREENE

senior consultant

RELEVANT EXPERTISE:

Successfully organized a multi-phase curriculum selection process across a wide array of stakeholders

Created a governance structure at the district level

Curriculum creation for high-quality instructional design, alignment to standards, and inclusive, diverse text sets

EDUCATION:

Bachelor of Arts in Education from her tribally-affiliated institution, the University of North Carolina at Pembroke,

Master of Science in Curriculum and Instruction from Concordia University (OR)

License in Educational Leadership, Superintendent & School Administration

Jenni leads UPD's professional learning practice and leads several engagements with school districts and state education agencies. She brings over 20 years in educational leadership and focuses on anti-racism, diversity, equity and inclusion (ADEI) and how it intersects with curriculum and instruction, aligned people and processes, and the adult mindsets that are needed to make liberatory change scalable and sustainable. Jenni's real-world experience leading in large school districts (including Charlotte-Mecklenburg Schools, NC) give her the skills needed to help others design and lead with empathy and innovation. Clients have included Tulsa Public Schools (OK), districts in Florida including The School District of Palm Beach County, Miami-Dade County Public Schools, Pasco County Schools, other districts in Florida and throughout the nation. In addition, Jenni has recently partnered with Student Achievement Partners (SAP), the Bill & Melinda Gates Foundation (BMGF), and Impact Florida.

WORK EXPERIENCE:

UPD CONSULTING Baltimore, MD	2020-Present Senior Consultant
CHARLOTTE-MECKLENBURG SCHOOLS Charlotte, NC	2018-2020 Director, Secondary Curriculum
WAKE COUNTY PUBLIC SCHOOLS Raleigh, NC	2015-2018 Senior Administrator, High School ELA
WAKE COUNTY PUBLIC SCHOOLS Raleigh, NC	2010-2015 Literary Specialist, Foundational + Disciplinary Literacy
HOLLY SPRINGS HIGH SCHOOL Holly Springs, NC SOUTHEAST RALEIGH HIGH SCHOOL Raleigh, NC MIDWAY HIGH SCHOOL Dunn, NC CLAYTON HIGH SCHOOL Clayton, NC	1999-2010 High School English Educator and Leader



IAN BROWN

senior consultant

RELEVANT EXPERTISE:

Advancing ADEI goals

Education Data Use for Performance Management

Aligning Technology Department with Business and Strategic Goals

Change management

Antiracism, Diversity, Equity and Inclusion (ADEI)

Analytics & Data Use

Community & Stakeholder Engagement

Professional Learning & Training

EDUCATION:

Masters in Social Justice Education, Ontario Institute of Studies in Education, 2021

GIS Certification, Oklahoma University, 2008

Bachelors in Urban and Regional Planning, Ryerson University, 2008

Ian is experienced in the development and implementation of evidence-based, results-driven, community-informed, and transformative programs that are rooted in decolonial practices and aim to advance the goals of diversity, equity, and inclusion at a system level. His recent engagements as an educational consultant working with school districts across North America has focused on working with historically marginalized communities, navigating institutional resistance and leading equity and anti-oppression work. Ian also has experience in data governance, qualitative data collection and analysis, knowledge management, community-based consultations, program evaluation and research.

His past work has been on UPD's internal project, Knowledge Management, which sought to create a seamless process and be the vehicle to coordinate and support the sharing of information, ideas and artifacts between UPD entities in support of our strategic business goals.

WORK EXPERIENCE:

UPD CONSULTING Baltimore, MD	Senior Consultant 2008–Present
EMERY SUMMIT DEVELOPMENT Newark, NJ	Planner/Designer 2007–2008
TOWN OF HALTON HILLS Georgetown, ON	Assistant Planner 2004–2006

VOLUNTEERING:

- Executive Board Member, Excellence Conference Toronto East, 2017
- Councilor Candidate Dr. Jennifer McKelvie (Ward 44), Campaign Volunteer, 2014
- Baltimore Mayoral Candidate Otis Rolley, Campaign Volunteer, 2010
- Baltimore Memorial, Youth Leader, 2009
- Lawrence Heights Community Revitalization Project, Community Liaison, 2006



SHERRY CHEN

partner

RELEVANT EXPERTISE:

Equity-Based Assessment, Planning and Design

Continuous Improvement and Performance Management

Professional Learning/ Communities of Practice

Business Process Reengineering

Metrics and Measurement

Data Use and Data-Driven Decision Making

Change Management

EDUCATION:

Masters of Public Administration, Institute for Public Affairs, Cornell University, 2001

Bachelor of Arts, Cornell University, 1999

Sherry brings 20 years of experience in helping public, nonprofit and philanthropic organizations transform outcomes. A founding partner at UPD, Sherry oversees the company's strategy around equity-centered strategic planning, performance management, and professional learning. Sherry has worked with great leaders and managers in strategic visioning, transforming ideas into action, and building organizational capacity to lead complex change initiatives effectively and sustainably.

While she has supported a wide range of organizations including school districts, state education agencies, local government agencies, nonprofit and philanthropic entities over the past 15 years at UPD, Sherry's focus and passion has been on addressing the systemic racial, social and economic disparities that exist in our public and private institutions that drive inequitable outcomes in our communities.

She's had the privilege of working with leaders on equity-based improvement initiatives in school districts across the country, including: the School District of Palm Beach County, Charlotte Mecklenburg Schools, Miami-Dade Public Schools, Hartford Public Schools, and the District of Columbia Public Schools, as well as state level initiatives in Florida, Delaware, Rhode Island, North Carolina, and Hawaii.

She's led multiple organizational assessment, strategic planning projects with public and nonprofit agencies that incorporated strategies for meaningful stakeholder input and engagement, resulting in strategies, plans and actions more equitably aligned with the needs of the community being served.

Prior to joining UPD, she served as Director of Special Projects for the Chief Executive Officer of the Baltimore City Public School System, where she led the implementation of several management reform initiatives to improve performance and accountability.

WORK EXPERIENCE:

UPD CONSULTING Baltimore, MD	Partner 2007–present
BALTIMORE CITY PUBLIC SCHOOL SYSTEM Baltimore, MD	Special Assistant to the CEO 2005-2007
BALTIMORE CITY DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT Baltimore, MD	Special Assistant to the Deputy Commissioner 2003-2005
EMPOWER BALTIMORE MANAGEMENT CORPORATION, Baltimore, MD	Coordinator for Data, Research and Evaluation 2000-2003
DAY CARE & CHILD DEVELOPMENT COUNCIL OF TOMPKINS COUNTY, Ithaca, NY	Consultant, Early Education Partnership Initiative 1999-2000

UPD CONSULTING

Price Proposal

5. Price and/or Total Cost of Ownership

5.1 Statement of fees (individual rates) and reimbursable expenses (billed at cost, no markup)

UPD proposes a fixed-fee engagement for the Equity Audit, supported by the fully loaded hourly rates below for transparency and for any City-approved additional services. Reimbursable expenses, if any, will be billed **at actual cost without markup** and submitted with appropriate documentation.

Fully loaded hourly rates (no additional fringe/overhead added):

Staff	Role	Hourly Rate
Sherry Jackson	Executive Oversight	**$225/hr**
Philip Jacobs	Project Manager (PMP)	**$225/hr**
Jenni Greene	Principal Consultant	**$225/hr**
Ian Brown	Senior Consultant / Analyst	**$200/hr**
Design & Production Support	Report/deck production and data visualization support	**$175/hr**

Reimbursable expenses (billed at cost, no markup):

Reimbursables may include air/ground transportation, lodging, and per diem for approved site visits. UPD will not exceed the agreed travel not-to-exceed (NTE) amount without written authorization.

5.2 Rates/fees include fringe benefits, payroll taxes, insurance, and overhead costs

All hourly rates shown above are **fully loaded** and include fringe benefits, payroll taxes, insurance, administrative costs, and overhead. No additional indirect cost rates or overhead multipliers will be applied.

5.3 Pricing for requested services (fixed fee by milestone)

UPD's fixed fee covers the full scope described in the RFP, including: policy/program/practice review; listening and gathering campaign (survey(s), 1:1 interviews, and group discussions); analysis and synthesis; presentation of findings to City staff and City Council; and a final report including baseline

measures, IDEA priorities and strategies, short- and long-term actions, and monitoring/evaluation methods.

Fixed Fee by Milestone (Labor): Total = $125,100

Milestone	Deliverables (summary)	Fixed Fee (Labor)
Milestone 1 – Project Launch & Audit Framework (Weeks 1–4)	Kickoff; workplan; document/data request; listening plan; survey instrument draft/final; sampling plan; early actions identified	**$27,600**
Milestone 2 – Evidence Review & Listening Campaign (Weeks 5–10)	Survey administration + analysis (incl. 1–2 open-ended items); interviews + group discussions; policy/practice review; comms/website scan; interim themes memo	**$49,750**
Milestone 3 – Analysis, Draft Findings & Baseline (Weeks 11–14)	Draft findings; baseline measures (definitions/owners/cadence); draft roadmap + monitoring approach; draft deliverable walkthrough	**$31,500**
Milestone 4 – Final Report & Presentations (Weeks 15–16)	Staff + Council presentation(s); final report; final roadmap + monitoring tools; final files packaged	**$16,250**
	Total Fixed Fee (Labor)	**$125,100**

(Design/production support is included within the fixed fee.)

Travel / Reimbursables (billed at cost, no markup): Not to Exceed $6,000

Assumptions: up to 2 site visits, up to 2 travelers per visit, 2 nights lodging per traveler, per diem for 3 days per traveler, airfare and local ground transportation. If fewer travelers are used, actual costs will be lower.

- Transportation (air + ground): $3,213
- Accommodations: $1,836
- Per diem: $95
- **Total Travel (NTE): $6,000**

5.4 Rates are negotiable

UPD understands rates are negotiable and is willing to work collaboratively with the City to finalize scope, staffing, and pricing consistent with the City's budget and procurement requirements.

UPD Consulting Proposal

3.1. Major Account History*

Attach a list of all major accounts for the past two (2) years. For each account indicate the following:

1. **Account**: Massachusetts Department of Elementary and Secondary Education – Adult and Community Learning Services (ACLS)
    a. **Contract Amount**: $350,000 (annual)
    b. **Owner**: Gilary Massa, gmassa@updconsulting.com, (647) 869-2101, 2526 St. Paul Street, Baltimore, MD 21218
    c. **Account Services Provided**: Equity Based Professional Development, Equity Centered Program Design, Strategic Planning
    d. **Litigation or claims**: N/A
    e. **Name, address and phone number of reference**: Wyvonne Stevens-Carter, Director, ACLS • (781) 338-3835 • wyvonne.stevens-carter@mass.gov
2. **Account**: Seattle Public Utilities
    a. **Contract Amount**: $250,000
    b. **Owner**: Sherry Jackson, schen@updconsulting.com, (410) 361-1187, 2526 St. Paul Street, Baltimore, MD 21218
    c. **Account Services Provided**: Race and Equity training
    d. **Litigation or claims**: N/A
    e. **Name, address and phone number of reference**: Sapan Parekh, Racial Equity Advisor at SPU, sapan.parekh@seattle.gov
3. **Account**: City of Duluth, MN
    a. **Contract Amount**: $150,000
    b. **Owner**: Gilary Massa, gmassa@updconsulting.com, (647) 869-2101, 2526 St. Paul Street, Baltimore, MD 21218
    c. **Account Services Provided**: Organizational Assessment and Strategic Planning
    d. **Litigation or claims**: N/A
    e. **Name, address and phone number of reference**: Jessica B. Kasper, Budget Manager, 218-730-5195, Jkasper@duluthmn.gov
4. **Account**: TD Jakes Foundation
    a. **Contract Amount**: $185,000
    b. **Owner**: Sherry Jackson, schen@updconsulting.com, (410) 361-1187, 2526 St. Paul Street, Baltimore, MD 21218
    c. **Account Services Provided**: Anti-recidivism program toolkit design and development.
    d. **Litigation or claims**: N/A

   e. **Name, address and phone number of reference**: Marc Alexandar. Chief Strategy Officer, TD Jakes Foundation. MAlexander@tdjfoundation.org
5. **Account**: Safe Horizon
   a. **Contract Amount**: $115,000
   b. **Owner**: Douglass Austin, daustin@updconsulting.com, (410) 627-8778
   c. **Account Services Provided**: Organizational Equity Assessment
   d. **Litigation or claims**: N/A
   e. **Name, address and phone number of reference**: Vagnes de la Rosa, Chief of Organizational Culture & Community Engagement, Vagnes.DeLaRosa@safehorizon.org, (917) 658-5260.
6. **Account**: Maryland Family Network
   a. **Contract Amount**: $175,355
   b. **Owner**: Douglass Austin, daustin@updconsulting.com, (410) 627-8778
   c. **Account Services Provided**: Improving the organizational and operational practices associated with the Family Support Center program.
   d. **Litigation or claims**: N/A
   e. **Name, address and phone number of reference**: Michael Herschenfeld, Chief Impact Officer, 410-659-7701, mherschenfeld@marylandfamilynetwork.org
7. **Account**: Maryland Family Network – Baltimore Police Department
   a. **Contract Amount**: $62,000
   b. **Owner**: Sherry Jackson, schen@updconsulting.com, (410) 361-1187, 2526 St. Paul Street, Baltimore, MD 21218
   c. **Account Services Provided**: Employee-designed child care pilot with BPD Office of Equity.
   d. **Litigation or claims**: N/A
   e. **Name, address and phone number of reference**: Michael Herschenfeld, Chief Impact Officer, 410-659-7701, mherschenfeld@marylandfamilynetwork.org
8. **Account**: City of Philadelphia Department of Licensing and Inspections
   a. **Contract Amount**: $99,840
   b. **Owner**: Gilary Massa, gmassa@updconsulting.com, (647) 869-2101, 2526 St. Paul Street, Baltimore, MD 21218
   c. **Account Services Provided**: DEI Assessment, facilitating an equity Action Plan, and establishing an implementation framework for the city's code enforcement department.
   d. **Litigation or claims**: N/A
   e. **Name, address and phone number of reference**: Saleem Muhammad, Fiscal Officer, Saleem.Muhammad@phila.gov

UPD CONSULTING

Price Proposal

5. Price and/or Total Cost of Ownership

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ITEM NUMBER: 6
DATE: July 13, 2026

REQUEST FOR CITY COUNCIL ACTION

MOTION

TITLE: MOTION TO APPOINT COUNCIL MEMBER MIKE OKADA TO THE IDEA COMMITTEE AS COUNCIL LIAISON

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

QUASI-JUDICIAL ☐YES ☒NO

ISSUE:

The City of Wheat Ridge has eleven Boards, Commissions, and Committees. To facilitate communication between these bodies and the City Council, Council has appointed Council Liaisons to several of them. Council Member Jenny Snell has requested to step down as the Council Liaison to the IDEA Committee, and Mayor Stites recommends appointing Council Member Mike Okada to serve in that role.

PRIOR ACTION:

The Mayor recommends appointments of Council Liaisons to the City's Boards, Commissions, and Committees, subject to ratification by the City Council.

FINANCIAL IMPACT:

None

BACKGROUND:

Council Liaisons serve as a communication link between the City Council and the City's Boards, Commissions, and Committees. Mayor Stites recommends appointing Council Member Mike Okada as the Council Liaison to the IDEA Committee, replacing Council Member Jenny Snell.

RECOMMENDATIONS:

Staff concurs with the Mayor's recommendation to appoint Council Member Mike Okada as the Council Liaison to the IDEA Committee.

RECOMMENDED MOTION:

Mayor - “I recommend the appointment of Council Member Mike Okada to the IDEA Committee as Council Liaison.”

Mayor Pro Tem – “I move to ratify the recommendation of Mayor Korey Stites, to appoint Council Member Mike Okada to the IDEA Committee as Council Liaison”

REPORT PREPARED/REVIEWED BY:

Rhiannon Curry, Executive Assistant
Patrick Goff, City Manager

ATTACHMENTS:

1. None

ITEM NUMBER: 7
DATE: July 13, 2026

REQUEST FOR CITY COUNCIL ACTION

MOTION

TITLE: CONSIDERATION OF NOTICE OF VIOLATION UNDER REGULATORY IMPAIRMENT OF PROPERTY RIGHTS STATUTE

☐PUBLIC HEARING
☒BIDS/MOTIONS
☐RESOLUTIONS

☐ORDINANCES FOR 1st READING
☐ORDINANCES FOR 2nd READING

QUASI-JUDICIAL ☐YES ☒NO

ISSUE:

The City has received a June 16, 2026 Notice of Violation from the attorneys for the Lakeside Autowash. This Notice is filed under the "Regulatory Impairment of Property Rights statute, CRS § 29-20-201, et seq. Under the statute, the City must respond to the Notice by informing the property owner that the new conditions imposed on the SUP by the Council's May 18, 2026 motion and June 8, 2026 written findings and decision, will either proceed as approved, be modified, or be discontinued.

PRIOR ACTION:

The SUP was amended by the Council following a May 18, 2026, public hearing. The Council approved written findings and decision on June 8.

FINANCIAL IMPACT:

As with all challenges to City land use decisions, there is the potential for cost of attorney fees in defending any lawsuit.

BACKGROUND:

The special use permit for Lakeside Autowash was issued on January 16, 2024. After the facility began operating, complaints were received from neighboring property owners about the increase of noise and disruption to their homes and businesses. While the City worked with Lakeside Autowash for over a year to explore solutions and measure sound levels, the parties were not able to arrive at a solution which, in the reasonable determination of the City, properly addressed the impacts of the operation.

Notices of noncompliance were issued to Lakeside Autowash as required by Code Section 26-114, and a public hearing was held on May 18, 2026 to consider whether the

SUP should be revoked, modified, or sustained without change. After taking extensive testimony and evidence, the City Council voted on May 18, 2026 to impose additional conditions upon Lakeside Autowash, and directed that written findings and decision be prepared for its review and approval. This was done, and the written Findings and Decision were approved on June 8, 2026. On June 16, 2026 attorneys for Lakeside Autowash filed a Notice under the Regulatory Impairment of Property Rights statute, which now obligates the City Council to determine whether the additional conditions on the SUP will proceed as imposed, be modified, or discontinued.

RECOMMENDATIONS:

The staff recommends that the decision of the City Council reached on May 18, 2026 and memorialized in its written Findings and Decision of June 8, 2026 be continued without modification.

RECOMMENDED MOTION:

“I move that the decision of the City Council with respect to the Lakeside Autowash special use permit, imposing additional conditions upon said permit, as approved on May 18, 2026 and confirmed by written Findings and Decision of June 8, 2026 be sustained, and that the additional conditions placed on the special use permit be enforced.”

REPORT PREPARED/REVIEWED BY:

Gerald Dahl, City Attorney
Patrick Goff, City Manager

ATTACHMENTS:

1. Lakeside Autowash Notice of Claim
2. June 8, 2026 City Council Findings and Decision

JACOB F. HOLLARS, PARTNER
DIRECT DIAL: 303-839-3790
jhollars@spencerfane.com

June 16, 2026

VIA E-MAIL and Certified Mail, return receipt requested:

Mr. Patrick Goff
City Manager
City of Wheat Ridge
7500 W. 29th Ave.
1st Floor
Wheat Ridge, CO 80033
(303) 235-3805
pgoff@wheatridge.gov

Re: Notice of Violation of Regulatory Impairment of Property Rights Act, C.R.S. § 29-20-203(2), in connection with Lakeside Autowash Special Use Permit

Dear Mr. Goff:

Spencer Fane LLP represents Autowash Lakeside Real Estate LLC and Autowash Lakeside Operating Company, LLC (collectively "Autowash") with respect to Autowash's special use permit issued through Case No. SUP-2301 as well as the Notice of Special Use Permit Non-Compliance and Revocation Hearing held on May 18, 2026 ("SUP").

This letter shall serve as written notice ("Notice") that the City of Wheat Ridge ("City") has violated the Regulatory Impairment of Property Rights Act, C.R.S. § 29-20-201, *et seq*. ("RIPRA"), in connection with the SUP.

Autowash has provided a detailed recitation of the history of this matter and the reasons why the City's actions have violated RIPRA as to Autowash's SUP in its written Response to Notice of Special Use Permit Non-Compliance and Revocation Hearing dated May 8, 2026 ("Response"). A copy of the Response, with the exhibits thereto, is enclosed as **Exhibit 1**, which can be accessed at the Box link:

https://spencerfane.box.com/s/2c8jyphsqdrz6d8n4cjmo9xpbn2pjuti

In short, and as detailed in the Response, the City has imposed "a discretionary condition

ATTACHMENT 1

upon a land-use approval" without "duly adopted standards that are sufficiently specific to ensure that the condition is imposed in a rational and consistent manner," in violation of C.R.S. § 29-20-203(2). Specifically, the new conditions the City imposed on Autowash's SUP are discretionary conditions placed on Autowash's SUP, which is a land-use approval. Those conditions are not based on duly adopted standards that are sufficiently specific to ensure that the condition is imposed in a rational and consistent manner.

As a result, the new conditions imposed after the hearing on May 18, 2026, and adopted in writing on June 8, 2026, are unlawful conditions on a land-use approval placed on Autowash's SUP and a violation of C.R.S. § 29-20-203(2). In accordance with C.R.S. §§ 29-20-204(e)(II) and (f), Autowash is entitled to removal of the new conditions imposed on the SUP on May 18, 2026, and June 8, 2026, and the described damages permitted under C.R.S. § 29-20-201, et. seq.

The City is hereby notified of the above-referenced violations of C.R.S. § 29-20-203(2), pursuant to C.R.S. § 29-20-204(1)(a) and within thirty (30) days of the hearing held on May 18, 2026. Pursuant to C.R.S. § 29-20-204(1)(b), you must inform each member of the City Council, including the mayor, in writing that this Notice has been filed, and you must respond to this Notice within thirty (30) days by informing Autowash whether such application or enforcement will proceed as proposed, will be modified, or will be discontinued.

Please contact the undersigned should you have any questions or would like to discuss this matter further. We look forward to your anticipated cooperation in this matter.

Very truly yours,



Jacob F. Hollars

CITY COUNCIL
CITY OF WHEAT RIDGE, COLORADO

IN RE: Review of previously issued special use permit and associated conditions related to Lakeside Autowash

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FINDINGS AND DECISION

THIS MATTER comes before the Wheat Ridge City Council (the "Council") upon initiation by the Community Development Director of proceedings to review a previously issued special use permit for Lakeside Autowash, located at 5900 W. 44th Avenue in Wheat Ridge, Colorado. The Council, having conducted the required public hearing and being fully advised in the matter, enters the following findings and decision:

BACKGROUND, NOTICE, AND PROCEDURE

1. A special use permit (SUP), attached hereto as Exhibit 1, was issued on January 16, 2024 to Lakeside Autowash to develop and operate an automated car wash (the "facility") at 5900 W. 44th Avenue (the "subject property"). The purpose of this proceeding is for the Council to determine, pursuant to Section 26-114.F of the Wheat Ridge Code of Laws (the "Code") whether modification, additional conditions, or revocation of the SUP is warranted based upon a violation of the stipulations and conditions of approval of the SUP due to observed operational characteristics and impacts of the facility.

2. The Council has taken no prior action on this item. The original Special Use Permit (SUP) issued to Lakeside Autowash ("Autowash") was approved administratively by the Community Development Director pursuant to Section 26-114 of the Code of Laws (the "Code").

3. Following notice to Autowash and the public as required by Code 24-114.F, the City Council held a hearing on May 18, 2026 to consider review of the Autowash SUP as initiated by the Community Development Director. The hearing was originally scheduled for May 11 but was renoticed for May 18 upon a request by Autowash to accommodate its witness and attorney schedules.

4. Prior to the hearing, attorneys for Autowash filed requests that Councilmembers Rachel Hultin and Scott Ohm be recused from participating in the hearing and any action on the Autowash SUP. Councilmember Hultin recused herself from the proceedings and, on the advice of the City Attorney, Councilmember Hultin's recusal was approved by the unanimous consent of the Council. Councilmember Hultin did not attend or participate in the hearing. Councilmember Ohm did participate.

5. At the commencement of the May 18 hearing, Councilmembers and the Mayor were asked on the record by the City Attorney whether, despite knowing about the case from statements of the public at Council meetings and from email exchanges with constituents and Autowash opponents and proponents in the months prior to the hearing, they were able to make a decision based solely on the evidence taken in the May 18 hearing itself. The Councilmembers and Mayor present answered in the affirmative. Councilmember Ohm was then separately questioned by the City Attorney, who asked questions focused on whether he understood that Autowash has a right to impartial and unbiased decision-makers in this hearing, and whether he could be impartial in the matter. Councilmember Ohm answered both questions in the affirmative.

HEARING TESTIMONY AND EVIDENCE

6. The testimony at the hearing commenced with a presentation by the City's Community Development Director, Lauren Mikulak, who entered into the record the application materials, case file, municipal code, comprehensive plan, and the contents of her digital presentation to the Council. Ms. Mikulak's testimony was followed by testimony and evidence from representatives of Autowash, who also provided a letter dated May 8, 2026, for inclusion into the Council packet, along with a set of exhibits, many of which were also duplicated in the case file. The Autowash presentation was then followed by testimony from members of the public, and finally by questions of Autowash and the staff by members of the Council. At the conclusion of the testimony Mayor Stites closed the testimony portion of the hearing and the Council commenced deliberation.

7. Testimony from Community Development staff established the following, which is a summary of the written staff presentation as elaborated upon in the hearing by Community Development Director Mikulak:

a. The subject property is located at 5900 W. 44th Avenue, at the southwest corner of 44th Avenue and Gray Street. The property is zoned Commercial-One (C-1), and the surrounding area is primarily commercial, with a residential neighborhood located to the south. The properties immediately adjacent to the site are commercially zoned and contain commercial land uses. The low-density residential neighborhood is just beyond, to the south.

b. The site operated as a carwash for 25 years, from 1997 to 2022. It previously consisted of four open self-service bays, one automatic bay, and a series of vacuums.

c. From 2022 through 2024, Autowash pursued redevelopment of the site, proposing to replace the prior carwash with a new automatic facility. Because carwashes are permitted only through a SUP in the C-1 zone district, the proposal required an application under Code Section 26-114.

d. Autowash made application which was processed as Case No. SUP-23-01. The application materials included a written narrative, a response to the SUP review criteria, a site plan, and architectural elevations. The architectural

elevations depicted wash bays with doors on both sides, consistently shown in the closed position. In response to the SUP criteria, Autowash asserted in its application that the carwash would not have a detrimental effect on the neighborhood and would be compatible with the area. The SUP process included a neighborhood meeting, multiple rounds of review, and public notice. No comments were received during the formal public notice period.

e. On January 16, 2024, the SUP was administratively approved based on the application materials and findings by the Community Development staff that the use would not have a detrimental effect on the surrounding area, would not contribute to blight, would not create impacts greater than those allowed under the existing zoning, and that it would be compatible with the character of the area. Conditions included that the carwash shall be consistent with the representations depicted in the application materials, that a building permit be obtained, and that the SUP would run with the applicant rather than the land.

f. Community Development staff supported the SUP for several reasons related to location, context, design, and prior use. The staff report entered into the record of this hearing established the basis for the 2024 approval:

- Autowash was replacing and upgrading the same land use that had been present on the site since 1997, and there was no reason to believe there would be impacts greater than those previously on site or greater than allowed under the C-1 zoning.
- The site is located on and oriented to W. 44th Avenue, one of the City's minor arterial roadways where such land use is appropriate based on the existing conditions of the roadway, other auto-oriented land uses on the corridor, and the road's designation in the City's comprehensive plan.
- The architectural drawings depicted doors on both sides of the new bays, an upgrade from the previously operating carwash. The architectural elevations depicted wash bays with doors on both sides, consistently shown in the closed position.
- The new carwash was not expected to have a detrimental effect on the general health, welfare, safety, and convenience of persons residing or working in the neighborhood.

g. There had been no history of code compliance issues with the prior carwash use. Findings and conditions of approval were included in the approved 2024 SUP (attached as **Exhibit 1**).

h. The new facility began operations in February 2025. Within weeks, the City began receiving complaints from nearby residents related to noise, hours of operation, and operational characteristics. Initial concerns focused on dryer

noise, 24-hour operations, and the operation of the facility with bay doors open.

i. Throughout March and April 2025, code enforcement officers from the Police Department's Community Services Team responded to multiple complaints and conducted sound measurements on several occasions.

j. While code enforcement actions address discrete violations at specific points in time, they do not resolve broader questions related to how a land use operates on an ongoing basis. In this case, the pattern of complaints and observed conditions raised concerns not only about compliance with noise limits, but also about whether the use, as operated, remained consistent with the representations in the application materials and with the approval criteria of the Special Use Permit.

k. In parallel with code enforcement actions, the City initiated a broader administrative review focused on achieving voluntary compliance and addressing operational impacts within the framework of the SUP.

l. Beginning in spring 2025, the City initiated a coordinated effort with Autowash seeking to achieve voluntary compliance and to address operational impacts. These efforts spanned a period of six months and included:

- Multiple meetings with Autowash, its legal counsel, and sound consultants;
- Requests for operational changes and technical analysis;
- Issuance of a Notice of Special Use Permit Noncompliance in June 2025;
- Acceptance of Autowash's voluntary 90-day closure to allow for mitigation starting June 30, 2025;
- Review of a sound study and proposed improvements, including a sound fence/wall;
- Coordination on reopening conditions, including reduced hours and limited bay operations;
- Ongoing communication, monitoring, and the offer of third-party mediation; and
- Independent third-party sound analysis commissioned by the City.

m. After closing the facility for four months, Autowash reopened in November 2025 under modified conditions, including reduced hours (7:00 AM to 10:00 PM) and operation of only three wash bays. Despite these efforts, the City continued to receive complaints, and staff observations indicated that operational issues persisted, including inconsistent use of bay doors, noise impacts, and overflowing trash cans.

n. Over the course of more than one year, the City pursued voluntary compliance, operational adjustments, technical study, and facilitated dialogue. While some mitigation measures have been implemented, impacts to the surrounding area have not been consistently resolved.

o. During the same period, the City evaluated operations relative to applicable noise standards, including Section 16-103 of the Wheat Ridge Code of Laws and relevant state statute provisions. Sound measurements were conducted by Community Service Officers and two separate third-party consultants; Wave Engineering and EDI, described at paragraph 26 below. Sound measurements varied due to multiple factors (including equipment, doors, car size, and weather); under some conditions operations were within applicable limits, while under others they exceeded those limits.

p. Local noise standards in Code Chapter 16 reference both reasonableness and decibel standards. Applicable state law (C.R.S. §25-12-103) establishes thresholds based on time of day and type of use of receiving property:

	Daytime 7:00 AM to 7:00 PM	**Nighttime 7:00 PM to 7:00 AM**
Residential	55 dB	50 dB
Commercial	65 dB	60 dB

q. In response to initial sound readings in summer 2025, Autowash implemented several mitigation measures, including installation of a six-foot sound wall/fence, discontinuation of the fourth bay, and modifications to vacuum and dryer equipment.

8. The City's third-party sound study in March 2026 evaluated typical operations and the effectiveness of these changes. Results of that study indicated that some operational conditions fell within applicable limits, while others did not, depending on factors such as wash phase, number of active bays, and whether bay doors are open or closed. While these studies provided useful technical information, they also demonstrated that noise levels vary based on how the facility is operated, and that compliance with applicable standards is not consistently achieved under all conditions.

9. On April 16, 2026, the Community Development Director initiated this proceeding pursuant to Section 26-114.F of the Code, via a second notice of Special Use Permit noncompliance. The Notice, attached hereto as **Exhibit 2**, recited in pertinent part the determination by the Director that the facility was not incompliance with its 2024 SUP in that: (a) "The operation of the carwash has resulted in ongoing adverse impacts to the surrounding area, particularly related to noise and operational impacts," and (b) "The facility is not operating in a manner consistent with the representations and assumptions underlying the SUP approval, including the depiction and expected use of enclosed bays."

10. The City staff testimony also included a timeline of the operational history of the facility and efforts by City staff and the facility operators to address the operational impacts.

11. Community Development Director Mikulak concluded her testimony by detailing the three options available for the Council's action following the hearing, as permitted by Code section 26-114: (1) to modify the SUP with additional or changed conditions of approval, (2) to continue the Autowash SUP in its present form with no changes, or (3) to revoke the SUP. Director Mikulak testified that the staff's recommendation was option number one: to modify the SUP with additional corrective conditions recommended by staff. Director Mikulak testified that in her opinion, the additional conditions recommended by staff would bring the operation into alignment with the operational conditions represented by Autowash in the SUP application and incorporated into the approval criteria of the Special Use Permit. She further stated that these conditions would help ensure the operation does not create adverse impacts on the surrounding community, as required for issuance of an SUP.

12. Following the Community Director's presentation, Autowash made its presentation:

a. Mr. Dennis Dreeszen, owner of Lakeside Autowash and joined by his wife Erin, testified that: Lakewood Autowash is not a new use and that the automatic doors should be open. Mr. Dreeszen testified that as he went through the City's process for approval of the current SUP, Lakeside Autowash did everything that was required and approved. He further testified that sound was not mentioned during the administrative approval process, and that in fact, in his opinion, the noise from the motor vehicles on 44th Avenue is louder most times than the carwash operation itself.

b. Autowash presented the testimony of Troy Kirschman, the architect who designed the new Autowash building. Mr. Kirschman testified that during the application process there was no feedback received on noise. He testified that while the application materials showed the exterior doors in the down position, this was to show the finishes and colors for the purpose of architectural review and was not intended to represent the operating condition. He further testified that there is no reference in the Code of Laws prohibiting doors from being open.

c. Evan Singleton, attorney with Spencer Fane, representing Autowash, testified that Autowash's position is that the 2024 SUP, containing five conditions, was the exclusive limitation on the authority of the Council to review the SUP in an enforcement context, and that in the absence of a documented violation of one of those five conditions, the Council is not permitted to impose additional conditions, modify, or revoke the special use permit. Mr. Singleton testified with respect to noise concerns, stating that

the City had not clearly articulated to Autowash what the noise standard actually was, as applied to Autowash. He testified that City staff had informed Autowash that the noise was a subjective "detrimental impact standard." Mr. Singleton described the sound studies conducted by Wave Engineering which recommended the installation of a sound wall, and the later study by the City, which relied on the state statutory standards.

d. Mr. Dreeszen returned to the podium to testify with respect to the mitigation measures employed by Autowash: building a sound wall, soundproofing the inside of the bay doors, closing one bay, reducing the dryer power, and closing the Autowash for a four-month period.

e. Mr. Singleton returned to the podium to describe that following these efforts, there had been measurable improvement in the opinion of their Wave Engineer consultants, reducing the sound in various locations from 48 to 60 decibels.

f. John Peckler, attorney with Spencer Fane, representing Autowash, summarized the Autowash testimony, noting that that the issue before Council is one of fairness and due process, asserting that the City approved the car wash through multiple review stages without ever making "bay doors closed" an explicit condition of the SUP. He testified there has been no violation of the permit's written conditions, so Council should leave the SUP unchanged, continue collaborative noise mitigation efforts, and avoid imposing conditions that could make the business financially unworkable or effectively force it to close.

13. Following the Autowash presentation, members of the public testified as follows:

a. Cat Tarnoff testified (via zoom) that the Autowash has detrimental effects on the adjacent veterinary clinic and homeowners. She stated that the neighbors and nearby businesses could not have expected to anticipate and object to noise during the approval process when they were told there would be no issue.

b. Lisa Hamilton Fieldman testified that noise is impacting the adjacent veterinary clinic. The Colorado Noise Abatement Act establishes statewide standards, both for decibel standards, and for periods, episodes, and shrill sounds.

c. Leslie Baca, client of the adjacent veterinary clinic, testified that the carwash sounds are disruptive to the testing and treatment of animals at the clinic.

d. Scott Galloway, who lives on Gray Street 714 feet south of the carwash, testified that the operational characteristics of the carwash are contrary to the basis for approval and negatively impact the surrounding neighborhood.

He stated the current noise represents the first negative impact on the neighborhood in his 33 years of residence. He asked for closing the doors and limiting hours of operation.

e. Brett Lilly, Wheat Ridge resident and client of the adjacent veterinary clinic, testified that whether or not Autowash believed the 2024 approval of the SUP allows the present noise level, the operation is disruptive to nearby residents and businesses. He testified that sound study data notwithstanding, in practice it is a different quality of nuisance than background noise, producing peaks and variations. Mr. Lilly testified that the operation is inconsistent with the intent and spirit of the SUP approval and urged the City Council to revoke the permit or impose enforceable mitigation requirements.

f. Kasi Cooper, a client of the adjacent veterinary clinic, testified that if the carwash cannot operate within the required limits, it should be required to implement mitigation.

g. Jan Facinelli, the owner of the adjacent veterinary clinic at 4355 Gray Street, testified that noise from the carwash has negatively affected her business operations, quality of life, and ability to conduct veterinary examinations and treatment. She described the noise as shrill, continuous, periodic, sudden and impulsive. Dr. Facinelli testified that noise impacts were substantially reduced when the bay doors were closed during colder months, and requested additional sound mitigation measures, including construction of an enhanced sound wall.

h. Mike Josten, who resides at 4360 Gray Street, testified that noise from the carwash has negatively affected the use and enjoyment of his property, including requiring windows to remain closed during warmer weather. He further testified that conditions have improved with mitigation efforts but that additional improvements are still needed.

i. Sandra Sands, who lives seven houses from the carwash, testified regarding traffic congestion and safety concerns at Gray Street associated with the operation. She stated that the car wash noise prevents her from enjoying her front porch n the evenings.

j. Greg Primavera, a nearby resident, testified regarding representations made during the approval process relating to traffic and noise impacts and testified that current operations generate substantially greater noise impacts than the prior carwash operation.

k. Gretchen Josten, a property owner at 4360 Gray Street adjacent to Autowash, provided exhibits and testimony relating to the efforts of the other

carwashes, including Gleam carwash in Denver, with respect to their successful efforts to mitigate sound of operations. Ms. Jostin testified that the sound fence built along the southern boundary of the property was not an effective sound wall and identified additional mitigation measures that she believes could reduce operational noise.

l. Chris Nietzold, a nearby resident and small business owner, challenged the Autowash testimony saying that it ignored what was “actually approved” and that the special use permit criteria in the Code are broader than the permit conditions from 2024. He testified that the architectural drawings submitted with the 2024 SUP Application showing the bay doors closed were not “just aesthetic,” stating “we believed what we were shown" and that the neighbors relied on those representations. He testified that the state law for 55 dB in residential areas.

14. In addition to verbal testimony at the public hearing, written comments from the public were received in response to the public notices, all of which were entered into the hearing record. They include four categories of comments: from the neighborhood, from Autowash customers, from Autowash employees, and from vet clinic clients.

The following categories of comments were from residents and property owners in the surrounding residential neighborhood:

a. Many commentators articulated how the carwash noise had negatively impacted their lives, including the necessity to rearrange living spaces to face away from the carwash and changing their schedule for being outdoors.

b. The noise created by the carwash, and in particular during the drying cycle, was a central theme for the comments from the neighboring community.

c. Other commentators specifically identified the drying cycle of the carwash as “extremely offensive and bothersome.”

d. Other residents requested that the doors be closed in the front and the back only while the machines are running the wash and especially the dryers, commenting that the doors could be opened the rest of the time to help air out the bays.

e. With respect to hours of operation, some residents asked that operation should be limited to normal business hours, such as 9 AM to 6 PM.

Another category of written public comment was from customers of Autowash who praised the quality and efficiency of the carwash and the degree to which it provided a service to the community. Some of the commentators indicated they were holders of memberships allowing them to visit the carwash more conveniently. Commentors articulated that the present condition of the carwash facility was vastly superior to the prior facility and that the carwash provided “a major role in stabilizing neighborhoods and encouraging future development.”

A further category of comments were from employees of Autowash, who wrote to say that that the business is run with consideration, integrity and compassion, admiring "the length the company has gone to accommodate the neighbors, spending over half a million dollars on improvements in sound walls."

Finally, a further category of written comments was received from pet owners who were customers of Holistic Care for Animals, the veterinary clinic located adjacent to and immediately south of the Autowash facility. These commentors stated that when visiting the clinic, the noise from the carwash made their visits very difficult and their pet examinations and treatment problematic.

15. Following public testimony, the staff and Autowash were given the opportunity to provide concluding remarks:

a. Community Development Director Mikulak testified that special use permits are not a one-time look at an operation and that the Autowash facility failed to comply with the noise limitations under all conditions and has failed to comply with the depictions in the application materials.

b. Responding to a question from the City Council, Director Mikulak confirmed that she had relied, as had the staff, on the depiction of the wash doors being closed in reviewing and acting upon the SUP in 2024.

c. In its concluding remarks, Autowash urged that City Council take no present action on the SUP and urged that there was opportunity for Autowash, the City, and the neighborhood to go further in informal dialogue.

FINDINGS OF FACT AND LAW

16. Special Use Permits are regulated generally by Section 26-114 of the Wheat Ridge Code of Laws. Subsection A of section 26-114 describes the purpose for special use permits:

> "*Special uses are discretionary uses which, if properly designed, developed, operated and maintained, may be approved for any specific location within a zone district wherein the special use is enumerated. The primary issues to be addressed are those related to justification of need and special design and operational considerations which mitigate potential detrimental impacts of a special use on surrounding land uses, the street system or public services or facilities*."

17. Subsection D of section 26-114 lists nine specific criteria for review of special use permit applications, all of which are designed to further the purpose set forth in subsection (justifying the need and special design and operational considerations to mitigate potential detrimental impacts on surrounding land uses):

26-114.D Criteria for review. The community development director or city council shall base its decision in consideration of the extent to which the applicant demonstrates the following criteria have been met:

a. The special use will not have a detrimental effect upon the general health, welfare, safety and convenience of persons residing or working in the neighborhood.

b. The special use will not create or contribute to blight in the neighborhood by virtue of physical or operational characteristics.

c. The special use will not create adverse impacts greater than allowed under existing zoning for the property.

d. The special use will not result in undue traffic congestion or traffic hazards, or unsafe parking, loading, service or internal traffic conflicts to the detriment of persons whether on or off the site.

e. The property is appropriately designed, including setbacks, heights, parking, bulk, buffering, screening and landscaping, so as to be in harmony and compatible with the character of the surrounding areas and neighborhood, especially with adjacent properties.

f. The special use will not overburden the capacities of the existing streets, utilities, parks, schools and other public facilities and services.

g. There is a history of compliance by the applicant and/or property owner with Code requirements and prior conditions, if any, regarding the subject property.

h. The application is in substantial compliance with the applicable standards set forth in the Architectural and Site Design Manual.

i. The proposed special use promotes goals and outcomes from applicable portions of the city's comprehensive plan and any subarea plan applicable to the subject property.

18. Enforcement of a special use permit is governed by Code Section 26-114.F:

> *F. Enforcement. All conditions and stipulations imposed by the community development director or city council shall be maintained during the entire term of the special use. If at any time the stipulations or conditions are not adhered to or are found to have been materially altered in scope, application, or design, the director of community development shall investigate and, if appropriate, initiate revocation proceedings. . . .*

19. In its testimony and exhibits, Autowash argued that the Council has no jurisdiction to revoke or modify the SUP because its jurisdiction to do so is not triggered unless conditions applied to the permit at its issuance have been violated. Autowash further argued that the application materials in 2024 submitted with the application, while

showing bay doors, did not thereby represent that the bay doors would be closed during wash operations.

20. The Council finds that this analysis of the City's (and ultimately the Council's) jurisdiction over, and the ongoing supervision of special use permits within the City, is impermissibly narrow. The Council finds that the findings underlying issuance of special use permits in Code Section 26-14. D are relevant both at review and approval of a special use permit but also as the Council exercises its authority given by Code Section 26-114.F to ensure that the stipulations or conditions are adhered to and that operation of special uses are not "materially altered in scope, application, or design." The Council finds that to read the five issued conditions on the 2024 SUP as the ultimate and exclusive lens through which the Council must view any request by the Community Development Director to enforce the SUP does not take into account the purpose underlying the SUP process as articulated in Code Section 26-114.A and the Findings necessary to support an SUP in Code Section 26-114 D, both of which are required to be used in evaluating the SUP application as presented by the applicant against how the applicant later operates the facility.

21. The Community Development Director testified that the operation of the facility under the SUP has in fact been altered in scope, application or design, in that the facility is operating with bay doors open rather than closed as depicted in the initial application and relied upon by staff during the 2024 administrative appeal process. Further, the Community Development Director testified that the facility is operating at noise levels that are not consistently below those required by the Code and, necessarily, by applicable state law at CRS 25-12-103. Council finds this testimony compelling in establishing non-compliance of the operation.

22. The Council finds that its jurisdiction to entertain consideration of revocation or modification of the permit clearly emanates from Code Section 26-114.F, in its statement that these proceedings are appropriate "if at any time the stipulations or conditions are not adhered to or found to have been materially altered in scope, application, or design."

23. The Council finds that changes in the manner in which the facility has been operating, as established by the testimony of the Community Development Director and the public in the hearing record, are material alterations in the scope, application, or design of the facility as applied for and as stipulated in the application materials and are an appropriate basis for the Council to determine whether the SUP should be canceled, revoked, continued in force, or modified. Accordingly, the Council finds that it has jurisdiction to consider whether to revoke or impose additional conditions upon the permit.

24. Council further finds that:

- The operation of the facility is resulting in ongoing adverse impacts to the surrounding area, particularly related to noise and operational characteristics;

- The facility is operating at sound levels above those permitted by the Code and CRS 25-12-103; and
- The facility is not operating in a manner consistent with the stipulations of the application and resulting SUP approval, including the depiction and expected use of enclosed bays and the written assertion in the applicant's criteria response that there would be no impact on the surrounding the area.

25. The Council finds that these deficiencies in operation under the 2024 permit are not based on a single incident, but on a documented pattern of operational impacts and well-meaning but ultimately unsuccessful attempts to achieve sustained compliance through voluntary measures.

26. Two sound studies were conducted with respect to the facility, and were introduced as a part of the hearing record:

a. Wave Engineering (Initial Test) – Autowash hired Wave to conduct a sound study. Noise measurements were taken from nine locations around the facility, both onsite and within the neighborhood to the south. The findings indicated decibel levels exceeded the allowable maximums and recommended a sound wall to be constructed.

b. Wave Engineering (Second Test) – After completion of the sound wall/fence, measurements were again taken at four of the nine locations, specifically those off-site. Readings indicated the sound wall achieved lower decibels, though still not all locations were in compliance with the state's maximum allowable. Of note, the engineer used the industrial table in the City's Code of Laws as a reference [Section 16-103(c)], which uses only industrial as the source of noise.

c. EDI – EDI was hired by the City to conduct an independent sound study. The findings indicated that out of nine locations sampled at two different times of day during regular wash operations, decibel levels exceeded the State's commercial and residential maximum allowable at receptor sites. It suggested limiting hours of operation, modification to the existing sound wall/fence, and that all doors remain closed during all wash/dry cycles.

d. The Council finds that these studies show inconsistent compliance by Autowash with applicable noise standards, and that the same is an additional basis for its decision herein to impose SUP permit conditions designed to address this issue.

27. Sound restrictions in Wheat Ridge are a layered system, relying upon the state statute at CRS 25-12-103, described above, and the Code of Laws at Section 16-103(b), which contains a "reasonableness standard." The structure of that Code standard is a definition of "unreasonable noise," and use of that defined term to declare that an unreasonable noise or sound is one "which is audible within a private residence that the

person responsible for the sound has no right to occupy…" . The Council finds persuasive the testimony of numerous residents of the surrounding residential community that the noise from the Autowash facility was not only audible with in their private residences, but was of unreasonable volume and nature within the definition of "unreasonable noise" under Code Section 16-103(a) which reads as follows:

> *Unreasonable noise* shall mean any noise, which because of its loudness and frequency, while taking into consideration its location and the nature of the typical urban environment, unreasonably disturbs, injures or endangers the comfort, repose, health, peace or safety of reasonable persons of ordinary sensitivity or causes damage to any property or business.

28. The Council finds that with respect to the depiction of the carwash doors being down, despite the Autowash claim that the industry standard is for the doors to be open, the City had a right to reasonably rely on the plans as presented in Autowash's application. The hearing evidence from the neighboring property owners conclusively established that noise was substantially reduced when the bay doors are closed. The public testimony also established reliance on the description of the doors in Autowash's submitted application.

29. The Council finds that operation of the facility with bay doors open and noise levels in excess of the City standards and the applicable state noise standard at CRS 25-12-103 and are in fact material alterations in scope, application, or design of the facility, which alterations are a departure from the characteristics of the facility as represented at the time of its application for a permit.

30. The Council finds that these material alterations are established by testimony and evidence in the hearing record, and that it was reasonable for the Community Development Department and the public to rely upon the submitted application materials showing the wash bay doors closed and asserting no neighborhood impact. Further, this reasonable reliance is borne out by the testimony of the staff and the public that the noise levels were significantly reduced when the doors on both ends of the wash bay are closed.

31. Evidence was presented by Autowash that a different commercial operation in the City, the "Silver Bullet" shooting range, was treated differently by the City with respect to noise impacts, and that the City assisted Silver Bullet in facilitating a noise study and some sound attenuation. The City Manager testified that the Silver Bullet, as a shooting range and not a carwash, benefits from a specific statute, CRS 25-12-109, which provides a near-complete immunity from local noise complaint enforcement, specifically for "shooting ranges." The Council finds that the evidence and argument concerning a different form of commercial enterprise, one not requiring an SUP, and that is legally protected under state law, has no bearing on the City's ability to issue, regulate, and modify special use permits for carwashes, and in particular for Lakeside Autowash at issue in this case.

32. Mr. Dreeszen, on behalf of Autowash and in response to a question from Councilmember Martel, alleged the City staff approved the sound fence which Autowash constructed on the southern boundary of the site. However, the Council takes judicial notice of the fact that fences do not require a permit in the City and need only comply with Code requirements as to height and materials generally. The Council finds there is nothing in the record to establish that the City staff evaluated, let alone approved, the noise attenuating functionality and potential effectiveness of the fence which Autowash unilaterally erected.

33. The Council finds that the factors set forth in Code Section 26-114 for review of special use applications at 26-114.A, D, and F, and their enforcement under Code Section 26-114.F, are each a compelling governmental interest, and that these findings and the factors set forth in the Code are each a separate and independent basis for its decision herein.

DECISION

Based upon the foregoing findings and its review of the hearing evidence and testimony, the Council hereby orders that the special use permit (attached as Exhibit 1) for Lakewood Autowash at 5900 W 44th Avenue in Wheat Ridge, Colorado be modified to include as additional conditions the following:

1. Bay Doors Closed: All bay doors (north and south) shall remain fully closed during all wash and dry cycles.
2. Hours of Operation: All carwash operations (including vacuum use, testing, and maintenance) shall be limited to the hours of 7:00 AM to 8:00 PM for each day of each week.
3. Noise Compliance: The operation shall comply with all applicable noise standards, including state law (C.R.S. § 25-12-103, as amended) and those set forth in Section 16-103 of the Wheat Ridge Code of Laws.
4. Monitoring: Upon request by the City, made not more than twice each calendar year, the operator shall conduct and submit sound measurements prepared by a qualified professional to demonstrate compliance. Such requests may be made under circumstances that include, but are not limited to, equipment changes, operational changes, or recommissioning of the eastern wash bay.
5. Failure to comply with all conditions imposed or a continued pattern of impact on the neighborhood could result in further enforcement action, including additional review or revocation of the Special Use Permit pursuant to Section 26-114.F.

APPROVED AND ADOPTED by the Wheat Ridge City Council this 10th day of June 2026.

City of Wheat Ridge

By: _____

Korey Stites, Mayor

ATTEST:

_____

Onorina Maloney, Sr. Deputy City Clerk

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CERTIFICATE OF MAILING

I hereby certify a true and correct of the foregoing Findings and Decision were placed in the US mail, postage prepaid, this ____ day of _____ 2026 addressed to the following:

Lakeside Autowash
c/o/ John Peckler, Esq
Spencer Fane LLP
1700 Lincoln Street, Suite 2000
Denver, CO 80203

_____

Onorina Maloney, Sr Deputy City Clerk