AGENDA

CITY COUNCIL MEETING
CITY OF WHEAT RIDGE, COLORADO

Monday, August 10, 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 August 10, 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 August 10, 2026)

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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL OF MEMBERS

APPROVAL OF MINUTES

- City Council Meeting Minutes, July 27, 2026
- Special Study Session Notes, July 27, 2026

APPROVAL OF AGENDA

PROCLAMATIONS AND CEREMONIES

1. Proclamation – Honoring the Retirement of Officer Allan Fischer

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.

CONSENT AGENDA

None

PUBLIC HEARINGS AND ORDINANCES ON SECOND READING

1. Council Bill No. 15-2026 – 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

ORDINANCES ON FIRST READING

2. Council Bill No. 16-2026 – an ordinance giving notice of and calling a special election to be held on November 3, 2026, and submitting a ballot question concerning an increase in the City sales and use tax of one percent for community capital improvements

DECISIONS, RESOLUTIONS, AND MOTIONS

3. Resolution No. 35-2026 – a resolution amending the 2026 Fiscal Year Housing Fund budget to reflect the approval of a supplemental budget appropriation in the amount of $2.64 million and approving a grant agreement with the Colorado Energy Office

4. Resolution No. 36-2026, a resolution approving an Intergovernmental Agreement for Election Coordination with the Clerk and Recorder for the County of Jefferson, State of Colorado for participation in the November 3, 2026 General Election

5. Motion approving an Agreement for Use of Transit-Oriented Communities Infrastructure grant funds between the City and Foothills Regional Housing

ADJOURN TO SPECIAL STUDY SESSION

MINUTES

CITY OF WHEAT RIDGE, COLORADO
CITY COUNCIL REGULAR MEETING
Monday, July 27, 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 City Council Regular Meeting to order on July 27, 2026, at 6:30 p.m.

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

ROLL CALL OF MEMBERS
Councilmembers Present: Rachel Hultin; Dan Larson; Kathleen Martell; Scott Ohm; Mike Okada; Patrick Quinn; Jenny Snell; and Susan Wood
A quorum was established.

STAFF IN ATTENDANCE
City Manager Patrick Goff; Deputy City Manager Marianne Schilling; City Attorney Gerald Dahl; Director of Parks and Recreation Karen O'Donnell; Director of Public Works Kent Kisselman; Senior Deputy City Clerk Onorina Maloney; and other staff members, interested citizens, and guests.

APPROVAL OF MINUTES
Mayor Stites noted the packet included City Council Meeting Minutes from July 13, 2026, and Special Study Session Notes from July 13, 2026.
Councilmember Martell explained that an amendment had been requested to the July 13, 2026, City Council Meeting minutes related to Item 5 concerning funding for the equity audit. She stated that the amended minutes more completely reflected the discussion that occurred during Item 5. No further changes were requested.
The minutes and notes were approved.

APPROVAL OF AGENDA

No changes to the agenda were proposed.

PROCLAMATIONS AND CEREMONIES

1.Mayor's Community Champion Award

Mayor Stites invited Dominick Breton's parents, Nancy and Paul Breton, and his sister, Janelle Breton, to join him at the podium. The previous month, he had selected Dominick Breton as the inaugural recipient of the Mayor's Community Champion Award, intending to present it at the June 22nd City Council meeting. Sadly, Dominick passed away before the presentation could take place.

Mayor Stites offered a tribute to Dominick Breton, describing him as someone who was consistently present at community events, supportive of local businesses, and among the first to offer assistance when ideas arose to improve Wheat Ridge. He recognized Dominick's leadership through the Wheat Ridge Chamber of Commerce, the Kiwanis Club, and numerous other organizations, noting that Dominick brought people together and reminded the community that its strength comes from neighbors who care for one another.

On behalf of the Wheat Ridge City Council, Mayor Stites extended condolences to Dominick's family and announced that the Mayor's Community Champion Award would henceforth be permanently renamed the **Dominick Breton Community Champion Award**. The Mayor stated that each month when a community champion is recognized, the award will also serve as a reminder of the standard Dominick set through his service, leadership, and love of Wheat Ridge.

2.Kiwanis International Day Proclamation

Mayor Stites invited Executive Director of the Rocky Mountain District of Kiwanis Kirstin Litz and Wheat Ridge Kiwanis Club President Bruce Simmons to the podium and read a proclamation recognizing Kiwanis International and the Kiwanis Club of Wheat Ridge. The proclamation recognized Kiwanis International's global membership of more than 430,000 members across 80 nations, its commitment to improving the world one child and one community at a time, and the founding of the local Kiwanis Club of Lakeside on May 29, 1958, which was later renamed the Kiwanis Club of Wheat Ridge. The proclamation encouraged Wheat Ridge residents to support Kiwanis members in their service to local homes, schools, and the community.

Ms. Litz thanked the Council and highlighted the club's ongoing community involvement, including partnerships with Stevens Elementary, Everett Middle School, and Wheat Ridge High School, as well as support for programs such as The Hub Feed the Future, after-school clubs, Builders Club, Key Club, and annual scholarships. Ms. Litz also noted the club's participation in City Parks and Recreation events, including the Easter egg hunt, Carnation Festival, Movie in the Park, and Performance in the Park, and

invited residents to attend the upcoming Performance in the Park event, where Kiwanis members would be grilling food for attendees.

PUBLIC'S RIGHT TO SPEAK

In person

Dan Kuckes, a Wheat Ridge resident, addressed the Council regarding signage at the City's conservation area. Mr. Kuckes, who volunteers with Adaptive Adventures, expressed interest in hosting an event at the site and stated that existing signage regarding bicycles used as Americans with Disabilities Act (ADA) mobility devices is misleading. He explained that the prominent "no bicycles" symbol, accompanied by a small ADA notation and wheelchair icon, has led some individuals to believe that only wheelchairs are permitted. Mr. Kuckes expressed concern that the signage does not clearly reflect ADA requirements and could discourage or create confrontations for individuals using bicycles as mobility devices.

No additional speakers signed up to speak in chambers.

Via Zoom

No speakers signed up

Wheat Ridge Speaks (The following comment was reproduced verbatim as submitted through the Wheat Ridge Speaks platform.)

Civic Growth Alliance - Michael Moody
Comment received on Jul 24, 2026 at 11:10 a.m.
Item
Public's Right to Speak
I appreciate the thoughtful and constructive comments submitted by the Active Transportation Advisory Team. Much of ATAT's feedback aligns with concerns that parents and nearby residents have raised for some time, particularly the need for stronger pedestrian protection, improved crossing treatments, and greater attention to the number of children and families using the Stevens corridor each day. While the Refresh concepts include promising elements, they still do not fully address the specific safety challenges at 38th and High. Families continue to experience turning conflicts, driver noncompliance, red-light running, and unsafe conditions during school arrival and dismissal. These concerns require a more direct, intersection-specific response rather than relying only on broader corridor improvements and placemaking. I was encouraged to see ATAT support median refuge, painted crosswalks, and stronger signal treatments near Stevens. Their comments show clear alignment between active transportation advocates and parents. I hope the City will treat the Stevens segment as a distinct priority and commit to measures designed around the real-world conditions at this school crossing. I remain grateful for the City's efforts and supportive of ATAT's recommendations, while continuing to believe that the school-zone concerns at 38th

and High need a more focused response. Thank you for your continued attention to this issue.

CONSENT AGENDA
None

PUBLIC HEARINGS AND ORDINANCES ON SECOND READING
None

ORDINANCES ON FIRST READING
None

DECISIONS, RESOLUTIONS, AND MOTIONS
Item Number: 1
Motion
Title: Motion awarding a contract to LG Contractors in the amount of $278,129.25 with a contingency amount of $27,812.93 for a total approved amount of $305,942.18 for the 2026 Residential Concrete Program.

Issue:
Nine (9) bids were received in response to the city's Invitation for Bids to complete the 2026 Residential Concrete Program project. The lowest responsive bidder is LG Contractors. It is recommended that the City enter into a contract with LG Contractors to perform the work for the 2026 Residential Concrete Program.

Councilmember Quinn read the Title and Issue into the record

Director of Public Works Kisselman explained that this year's annual maintenance program covers Zone 3, generally located in District 1. The project includes sidewalk trip hazard and crack repairs, five ADA ramp repairs, six speed humps as part of the neighborhood traffic management program, and other improvements identified through prior resident requests.

Council discussed funding sources for the residential concrete program and neighborhood traffic management improvements. Director Kisselman explained that the residential concrete program is funded through the 2J Next Chapter Bond Fund, while neighborhood traffic management improvements are funded through a separate capital improvement line item. He also discussed the City's efforts to update pavement markings on existing speed humps as funding allows.

Council also discussed the bid evaluation process, workmanship warranties, and inspection procedures. Director Kisselman explained that contracts are awarded to the lowest responsive bidder following a review of bid responsiveness and references, and that the City is working toward implementing a two-year right-of-way warranty under updated standards and specifications.

Council sought clarification regarding sidewalk improvements and the variance between the lowest and competing bids. Director Kisselman explained that sidewalk additions and widening are addressed through the City's separate sidewalk gap

program rather than the annual residential concrete maintenance program. Discussion also included workforce classification practices and prior resident concerns regarding workmanship and site cleanup.
Motion: Councilmember Quinn moved to award a contract to LG Contractors in the amount of $278,129.25 with a contingency amount of $27,812.93 for a total approved amount of $305,942.18 for the 2026 Residential Concrete Program.
Second: Councilmember Ohm
Vote: 8 ayes; 0 nays
Motion carried.

EXECUTIVE SESSION
Motion: At 6:56 p.m., Mayor Pro Tem Hultin moved to go into executive session for a conference with the City Manager, City Attorney, special counsel and appropriate staff under Charter Section 5.7(1) and C.R.S. 24-6-402(4)(b) and (e), for legal advice and to instruct negotiators on specific legal questions: a contract dispute between the City and Concrete Works Colorado involving the Improve Wadsworth project, and to further move to return to the open meeting at the conclusion of the executive session to take any actions deemed necessary.
Second: Councilmember Ohm.
Vote: 8 ayes; 0 nays
Motion carried

The executive session commenced at 7:00 p.m. and concluded at 8:05 p.m.

Council returned to Council Chambers at 8:06 p.m.

Mayor Stites reconvened the City Council meeting in open session at 8:09 p.m.
City Attorney Dahl reported that no action by Council was required at that time and that any future action, if needed, would be brought back to the Council for its consideration.

ADJOURN TO SPECIAL STUDY SESSION
There being no further business to come before Council, Mayor Stites adjourned the July 27, 2026, City Council meeting at 8:10 p.m., and Council convened the Special Study Session immediately thereafter.

_____
Rachel Hultin, Mayor Pro Tem

_____
Onorina Z. Maloney, Senior Deputy City Clerk

NOTES

CITY OF WHEAT RIDGE, COLORADO
SPECIAL STUDY SESSION
Monday, July 27, 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 Stites called the Special Study Session to order at 8:10 p.m.

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

STAFF IN ATTENDANCE
City Manager Patrick Goff; Deputy City Manager Marianne Schilling; City Attorney Gerald Dahl; Director of Parks and Recreation Karen O'Donnell; Director of Public Works Kent Kisselman; Senior Deputy City Clerk Onorina Maloney; and other staff members, interested citizens, and guests.

Public Comment on Agenda Items
No members of the public signed up to speak.

Agenda Item 1 - Round Two 2026 Polling Results
City Manager Goff introduced the item, providing background on the City's planning efforts, including the City Plan, Facilities Master Plan, capital planning workshops, and community surveys. He stated that the discussion focused on whether the community should be given the opportunity to consider funding options for identified priorities.

Polling Results Presentation – Ryan Winger, Magellan Strategies
Ryan Winger of Magellan Strategies presented the results of the second statistically valid survey of Wheat Ridge voters, conducted July 13–21, 2026, with 672 participants. The survey tested actual ballot language, including the standard Taxpayer's Bill of Rights (TABOR) "shall taxes be increased" language.

Key findings included:
•After receiving additional information regarding project needs and funding challenges, support increased to 71 percent, with opposition decreasing to 23 percent.
• The most persuasive messages focused on streets, sidewalks, and the lack of a dedicated funding source for infrastructure maintenance.
• Maintaining access to community spaces, parks, and properties associated with former elementary schools also received strong support.
• Respondents generally preferred a sales tax over a property tax, citing broader distribution among those who shop and dine in Wheat Ridge.
• Opposition was primarily associated with general resistance to tax increases, concerns regarding City financial management, and concerns about including multiple projects within a single measure.
• Winger noted that additional testing indicated opponents generally remained opposed to a tax increase regardless of the proposed rate.
Winger also reviewed results from alternative project groupings and stated that removing certain projects reduced overall support, with the strongest support occurring when the full list of proposed investments was presented. He noted that the results provided flexibility regarding potential project groupings because no single project appeared to significantly affect overall support.

Bond Capacity Presentation – Andrew Ma, Piper Sandler
City Manager Goff introduced Andrew Ma, Assistant Vice President at Piper Sandler, who presented the City's debt capacity under different sales tax scenarios and financing instruments.

Ma reviewed Certificates of Participation (COPs) and sales tax revenue bonds as potential financing mechanisms. He explained that COPs generally provide greater borrowing capacity but require pledged collateral, while revenue bonds require voter authorization and are secured by pledged revenues.
Under current market assumptions, estimated borrowing capacity under a 1 percent sales tax scenario was approximately $151 million through COPs and approximately $121 million through sales tax revenue bonds. Estimated capacity under lower sales tax scenarios would be reduced accordingly.
Ma discussed the potential use of phased financing approaches, noting that municipalities often issue debt in stages as revenues become available. He also recommended using conservative interest rate assumptions when evaluating future financing due to current market uncertainty. He noted that Wheat Ridge's AA-minus bond rating positions the City favorably in the municipal bond market.
Discussion
Council discussion included financing options, bond market conditions, potential impacts of competing ballot measures, project groupings, and possible sales tax scenarios. Councilmembers expressed interest in additional information regarding phased financing models, total project costs, alternative funding sources, and the potential tax rate needed to address all identified projects.

Staff confirmed that additional scenarios and updated information would be presented at the August 3, 2026, study session prior to Council consideration of potential ballot language.
Council also discussed the potential impact of other sales tax measures appearing on the November ballot. Winger stated that while competing measures could affect voter decisions, polling results indicated sufficient support to provide flexibility in considering the proposed measure.
Councilmember Okada requested additional analysis of a higher sales tax scenario to determine the potential funding capacity. Staff agreed to include this information in future discussions.
Council reached consensus to continue the discussion at the August 3, 2026, study session and requested additional information regarding project costs, financing options, and potential funding sources.

Agenda Item 2 – Wilmore Davis Draft Purchase Agreement

City Manager Goff presented the proposed acquisition and reuse of the former Wilmore Davis Elementary School property. He clarified that the discussion was not a request for approval, but rather an opportunity for Council to provide direction to continue negotiations and return with final agreements at a future meeting.

Transaction Structure
Following the closure of Wilmore Davis Elementary School, the City conducted a Request for Interest process and evaluated nine proposals. In June, Council expressed consensus to move forward with Spectra Centers as the preferred partner.
The proposed transaction would occur in two steps. The City would first acquire the approximately 7-acre property from Jefferson County Public Schools (Jeffco Schools) through the district's municipal interest process. The City would then retain approximately 2.5 acres for future neighborhood park use and convey approximately 4.5 acres, including the existing school building, to Spectra Centers.

Financial Terms
The proposed financial terms include:
• Purchase price from Jeffco Schools: approximately$2,840,000, at the lower end of the district's appraised value range.
• Sale price from the City to Spectra Centers: approximately $2,750,000.
• Estimated net City cost for the 2.5 acres of future parkland, including brokerage commissions and closing costs: approximately $172,000.
City Manager Goff noted that the estimated cost is within the $2 million allocated in the Open Space Fund for the Wilmore Davis and Kullerstrand properties. Staff is also exploring potential Jefferson County Open Space grant funding that could further reduce the City's cost.

Agreement Terms and Protections

The draft purchase and sale agreement with Jeffco Schools addresses acquisition, due diligence, subdivision, and customary closing requirements. The agreement with Spectra Centers includes contingencies related to financing, licensing, execution of a development agreement, and a right of first refusal in favor of the City should Spectra Centers sell the property in the future.

City Attorney Dahl explained that the two transactions are structured to close simultaneously, meaning both transactions must proceed or neither transaction would occur. He also noted that the agreements rely on the same due diligence materials. Discussion included the importance of the right of first refusal provision as a safeguard to ensure future uses remain consistent with community expectations.

Community Engagement
Staff intends to hold a neighborhood information meeting with Spectra Centers later in the summer following Jeffco Schools' approval. Parks and Recreation will conduct separate public engagement regarding future design and programming for the park portion of the property once acquired.

Discussion
Council discussion included general support for the proposed transaction and appreciation for the structure of the agreement. Discussion also included whether the anticipated acquisition of the Wilmore Davis property should remain identified as a separate item in proposed ballot language. City Manager Goff noted that the ballot language discussion would continue at the upcoming study session and that any reference to the former school properties could potentially be redirected toward future park development costs, as current Open Space funds address acquisition but not development.
Council also discussed community feedback received through Engage Wheat Ridge meetings and the importance of continued public engagement regarding the future use of the property.
Council expressed support for continuing negotiations with Jeffco Schools and Spectra Centers, finalizing the purchase and sale agreements, and returning to Council with final agreements for consideration.

3. Staff Report – Mid-Year Budget
City Manager Goff provided the 2026 mid-year budget update as required by the City Charter and noted that a hard copy of the report would be distributed following the meeting. He reported that the City's overall financial position remains stable.
Highlights of the report included:

- General Fund revenues are tracking at approximately 99 percent of budget, with sales tax revenues approximately 3.3 percent higher than the same period in 2025.

- Use tax revenues are below projections due to the timing of development permits issued in 2025; however, staff anticipates the Aura project at the former American Motel site may generate additional revenue before year-end.
- Grant revenues are exceeding projections.
- Speed safety camera revenues are below projections due to unpaid citations, the absence of a collections program, and cameras not yet being fully activated.
- Expenditures are approximately $4.5 million below projections, primarily due to reduced winter weather-related costs.
- The General Fund balance is projected to end the year at approximately 23 percent, below the City's 25 percent policy target but above the minimum threshold established by City policy.

4. Elected Officials Reports

Councilmember Okada thanked the Mayor, Mayor Pro Tem Hultin, Councilmembers, and staff for their participation in the Engage Wheat Ridge initiative and reflected on the community conversations held throughout July.

Councilmember Larson reported on a police ride-along and a tour of the new mobile police incident command center. He shared that the Police Department is evaluating potential adjustments to patrol beats based on changes in service demands following recent community changes. He also reported attending the Peach and Honey Fest at The Green on 38th Avenue and requested that staff explore opportunities for signage recognizing service organizations located in Wheat Ridge.

Councilmember Wood reflected on participation in district meetings, Clear Creek trail walks, a City Hall tour, and Denver Regional Council of Governments (DRCOG). She expressed appreciation for residents who participated in Engage Wheat Ridge activities.

Councilmember Quinn expressed appreciation for Engage Wheat Ridge events and reported attending The Ives II groundbreaking, a Parks and Recreation Commission tour, and an Optimist Club meeting. He also shared information regarding the Smart 911 program offered through Jeffco Dispatch, which allows residents to provide information to assist first responders.

Councilmember Martell shared appreciation for community participation in Engage Wheat Ridge events and provided an update regarding District 1 engagement activities. She announced her upcoming absence and shared information regarding the final presentation of the Math and Make program at Clear Creek Makerspace.

Councilmember Snell expressed appreciation for staff and community participation in Engage Wheat Ridge and announced upcoming Council office hours. She also reminded the community about National Night Out.

Mayor Pro Tem Hultin provided updates from the DRCOG board meeting, including discussions regarding a voluntary building policy collaborative roadmap and a regional housing strategy. She also reminded Councilmembers to submit nominations for the Council partner award for upcoming business awards and encouraged participation in upcoming community events.

Mayor Stites thanked staff and Councilmembers for their participation in the first annual Engage Wheat Ridge initiative and expressed appreciation for the community engagement generated through the events. He recognized recent community activities and encouraged participation in upcoming events, including National Night Out.

ADJOURNMENT

Mayor Stites adjourned the July 27, 2026 Special Study Session at 9:44 p.m.

_____

Rachel Hultin, Mayor Pro Tem

_____

Onorina Z. Maloney, Senior Deputy City Clerk

WHEAT RIDGE, CO



EST. 1969

PROCLAMATION
Honoring the Retirement of Officer Allan Fischer

WHEREAS, Officer Fischer began his career with the Wheat Ridge Police Department on August 1, 2002, and retired on August 3, 2026, after 24 years of dedicated and faithful service to the Wheat Ridge community; and

WHEREAS, throughout his distinguished tenure, Officer Fischer served on the front lines of law enforcement, Patrol, for his entire 24-year career, acting as a steady, reliable member of the department and a constant pillar of safety for the citizens of Wheat Ridge; and

WHEREAS, on October 24, 2004, Officer Fischer demonstrated exceptional bravery when he was the first officer on the scene of a report of shots fired at a residence on Newland Street, immediately entering the house amidst hundreds of fleeing individuals to secure the scene and render aid; and

WHEREAS, in April 2022, Officer Fischer displayed tremendous courage, fortitude, and sacrifice when he survived severe injuries after being violently attacked in the line of duty while apprehending a suspect, enduring a grueling recovery with unwavering resilience and quiet strength; and

WHEREAS, Officer Fischer's commitment to public service, steady leadership under pressure, and quiet dedication on the street served as a constant source of inspiration to his fellow officers and left a lasting impression on the department; and

WHEREAS, through his courage, professionalism, and two and a half decades of steadfast service, Officer Fischer has earned the profound respect, admiration, and gratitude of his peers, the department, and the community he faithfully served.

NOW, THEREFORE, BE IT PROCLAIMED that the Mayor and City Council of the City of Wheat Ridge do hereby recognize and honor Officer Fischer for 24 years of outstanding service, courage, and commitment to the Wheat Ridge Police Department and the citizens of Wheat Ridge

We extend our heartfelt appreciation and best wishes to Officer Fischer for a well-deserved retirement.

PROCLAIMED THIS 10th DAY OF AUGUST 2026.

Janeece Hoppe, City Clerk

Korey Stites, Mayor

ITEM NUMBER: 1
DATE: August 10, 2026

REQUEST FOR CITY COUNCIL ACTION

COUNCIL BILL NO. 15-2026

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 affirmative 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 a copy of the Planning Commission draft meeting minutes are attached. City Council approved this ordinance on first reading on July 13, 2026. A motion was made by Councilmember Okada and seconded by Councilmember Ohm and was approved by a vote of 8 to 0.

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 full analysis of the proposed zoning and the ODP criteria is provided in the attached

Planning Commission staff report.

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.

Per City Code, the City Council shall use the criteria in Section 26-112 of the code to evaluate the applicant's request for a zone change. A detailed Planning Commission staff report is enclosed with this criteria analysis, as well as additional information on the existing conditions and zone districts. Staff are recommending approval of this request.

RECOMMENDED MOTION:

"I move to approve Council Bill No. 15-2026, 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 second reading**,** order it published, and that it takes effect fifteen (15) days after final publication, as provided by Section 5.11 of the Charter."

Or,

"I move to postpone indefinitely Council Bill No. 15-2026, 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, for the following reason(s) _____ and direct the City Attorney to prepare a Resolution of Denial, to be scheduled for Council consideration at the next available regular business meeting."

REPORT PREPARED/REVIEWED BY:

Stephanie Stevens, Senior Planner
Jana Easley, Planning Manager
Patrick Goff, City Manager

ATTACHMENTS:

1. Council Bill No. 15-2026
2. Planning Commission Staff Report
3. Planning Commission Public Comments
4. Planning Commission Draft Meeting Minutes (06/18/26)

CITY OF WHEAT RIDGE, COLORADO
INTRODUCED BY COUNCIL MEMBER OKADA
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:

ATTACHMENT 1

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 8 to 0 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.

ATTACHMENT 1

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

CASE NUMBER: WZ-24-09
DATE: June 18, 2026

PLANNING COMMISSION STAFF REPORT

A REQUEST FOR APPROVAL OF A 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
☒QUASI-JUDICIAL
☐LEGISLATIVE
☒RECOMMENDATION TO CITY COUNCIL
☐FINAL ACTION BY PLANNING COMMISSION

ENTER INTO RECORD:

☒CASE FILE AND PACKET MATERIALS
☒ZONING ORDINANCE
☒COMPREHENSIVE PLAN
☒DIGITAL PRESENTATION

JURISDICTION:

All notification and posting requirements have been met; therefore, there is jurisdiction to hear this case.

ACTION REQUESTED:

A request by Franklin Salazar on behalf of A&E Ventures Swadley LLC for 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.

BACKGROUND:

Existing Conditions

The property is located on the north side of W. 52nd Avenue and Swadley Street, east of Tabor Street (Exhibit 1, Location Map). 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 site is located in the northwest corner of Wheat Ridge but is just outside of the boundary of the Northwest Subarea Plan which covers the area south of W. 52nd Avenue. The site is about a quarter mile from the Wheat Ridge · Ward commuter rail station and within one mile of the Arvada Ridge station. See Exhibit 2, Zoning Map and Exhibit 3, Map of Adjacent Uses.

The City Plan identifies this site as a Moderate Variety Neighborhood Place Type, and it also qualifies as a 'Special Case Agricultural Re-Use Site'. The City Plan specifies the appropriate application of use and form in this context. For this location, a wide variety of housing types ranging from single-unit residential up to multi-unit residential adjacent to 52nd Avenue are appropriate. See Exhibit 4, City Plan Excerpts.

Process

The property is approximately five acres in size. Any property over one acre in size which is applying for a zone change for a residential purpose is required by code to rezone to Planned Development. The Planned Residential Development (PRD) zone district was created to promote public health, safety and general welfare by permitting greater flexibility and innovation in land development based upon a comprehensive, integrated plan or Outline Development Plan (ODP) (Exhibit 5, Outline Development Plan).

Rezoning to a planned development in the City of Wheat Ridge entails approval of two documents. The first is the subject ODP. The approval of the ODP changes the zoning designation on the land, establishes allowed uses and development standards for the property, and establishes access configurations for vehicles, pedestrians, and bicycles. The second document is the Specific Development Plan (SDP), which focuses on specific details of a development such as site design, architecture, landscaping, and drainage design. The SDP must be found to be compliant with the ODP in order to be approved.

Section 26-302 of the Municipal Code allows for concurrent or sequential applications for the ODP and SDP. In this case, the applicant is requesting sequential review, and the SDP will be submitted as a separate application after the ODP, if approved. City Council is the final approving body for the subject ODP.

Zone Change Protest

After the zone change application was submitted, 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 requirements of 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) positive votes by City Council for approval. This does not affect the Planning Commission's review.

ANALYSIS OF REQUEST:

Attached is a copy of the proposed Outline Development Plan for the site, which contains three sheets (Exhibit 5, Outline Development Plan). The first page is a cover sheet with certification and signature blocks for the property owners, Planning Commission, City Council, and the Mayor. It also includes a character of development statement, development standards, and other standard notes. The second page includes permitted uses and a conceptual layout of the property, including access, open space, and lots. The third page includes an alternative conceptual layout under the same standards. As noted above, the ODP is a property-specific zoning document that establishes the underlying uses and development standards. These are described below, would run with the land if approved, and cannot be changed without going through a subsequent zone change process.

Site Configuration

The ODP represents a phased approach to development, with two distinct Planning Areas. Planning Area 1 (PA 1) is to contain single-unit homes, while Planning Area 2 (PA 2) is to be reserved primarily as open space with allowances for secondary uses that are more agricultural in nature to complement the existing zoning and adjacent uses.

The ODP proposes a 14- to 18-home Traditional Neighborhood Development centered around a linear open space surrounded by a pedestrian-focused drive. Homes will face the linear open space. The design is intended to emphasize community interaction, walkability, and peaceful coexistence with surrounding neighborhoods.

Two access points are proposed near the west and east borders of the site leading to a looped perimeter drive that provides a buffer between adjacent uses, vehicular circulation, a pedestrian network, fire access, and looped utility infrastructure. Primary buildings are located mainly inside the looped drive with potential for a common building located within PA 2 either north of the looped drive or centrally located between the homes. Six-foot tall solid fencing will border the perimeter of the site.

Amenities are provided through a common building and common open space proposed within PA 2.

The ODP offers two scenarios for the layout of the site in an effort to visualize the zoning standards while providing the flexibility to respond to market conditions. The first scenario consolidates PA 2 in the center of the site with potential for two single-

unit home lots on the north end, while the second scenario splits PA 2 into a linear open space between the homes with the option for common amenities north of the drive. The ultimate layout will depend on the desires of those residing within the development and preference on the location of common buildings and amenities. As noted above, a Specific Development Plan would be required to document the ultimate layout.

Allowable Uses

The allowable uses in PA 1 include single-unit dwellings to match those permitted in base residential zones such as Residential-One (R-1). PA 2 is intended as an extension of PA 1 and is primarily reserved as open space with accessory uses that could be more agricultural in nature; no dwelling units are permitted in this part of the site.

Density

Pursuant to the city charter, the density limitation for the site is 21 dwelling units per acre resulting in a maximum of 104 units being allowed on the subject 4.97-acre site, where a maximum of only 18 units is proposed. While individual lots are comparable to the city's R-1C zone district, the overall density of the site is more comparable to the city's R-1 zone district which allows four units per acre.

The lots are spread evenly throughout the development with the intent of harmonizing with the densities of the adjacent neighborhood to the west.

Development Standards

The development standards generally follow Residential One-C (R-1C) zone district standards, with some standards borrowed from A-2 to create a unique zoning framework. The intent is to locate uses in appropriate locations that are compatible with adjacent uses. For example:

- To the west lies a typical single unit neighborhood in Arvada, with lots that are approximately 75 feet wide on the adjacent side. The adjacent homes within the subject development are proposed to be 100 to 120 feet wide on this side.

- PA 2, which is proposed to be more agricultural, is sited to the north and/or east where adjacent uses are agricultural and residential. Perimeter setbacks are stricter than typical residential districts and match those of agricultural districts for this reason.

- Buffering is substantial 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 architectural and design standards not typical of single-unit neighborhoods.

Specific zoning requirements are summarized below:

Height, Size, Lot Coverage, and Setbacks – The ODP calls for the following development standards which compare to the city's standard zone districts as shown in the table below.

Height, Size, Lot Coverage, and Setbacks Table

Standard	**Proposed**	**Compared to R-1C**	**Compared to A-2 (existing zoning)**
*Maximum Building Height	35 feet primary 15 to 25 feet accessory	35 feet primary 15 to 25 feet accessory	35 feet primary 15 to 25 feet accessory
Maximum Building Coverage	40 percent in PA 1 25 percent in PA 2	40 percent	25 percent
Perimeter setbacks	35 feet front 15 feet first story plus 5 feet per additional story sides and rear	20 feet front 5 feet sides 10 feet rear	30 feet front 15 feet sides 15 feet rear
Internal Lot(s) Front setback	20 feet	20 feet	30 feet
Internal Lot(s) Side setbacks	5 feet	5 feet	15 feet
Internal Lot(s) Rear setback	5 feet	5 feet	15 feet

*Bulk plane also applies in accordance with standard residential zones.

Parking – Parking requirements are proposed to match the city's base residential districts. Guest parking is required at the discretion of the director. Bike parking and electric vehicle parking shall be required in accordance with typical standards.

Access – Two access points are proposed along 52nd Avenue forming a looped perimeter drive that will accommodate a buffer between adjacent uses, on-site circulation, fire access, and looped utility infrastructure under the drive. In early designs, the applicant proposed one point of access only from 52nd Avenue, but due to the strict need for looped utility systems, two points of access are required. The drive creates additional buffer from adjacent uses, resulting in primary buildings that are set back around 35 feet even if setback requirements are less.

Drainage – Full water quality and detention for the site will be required and is planned to be provided as low impact design within the linear open space. The Engineering Division has no concerns based on the preliminary drainage analysis provided with ODP. A full drainage report and final design will be required at the time of SDP application.

Traffic –The development is not anticipated to create negative impact on traffic operations for the surrounding streets and for the proposed site access. The analysis of site generated traffic concluded that the anticipated traffic volumes of the proposed development will be minor, with less than 20 trips expected in the peak hour.

Landscaping, Open Space, and Fencing – Proposed landscaping and open space exceed city standard. In addition to the minimum requirements listed in the table below as compared to city standard zone districts, the ODP also requires a five-foot buffer and solid fencing at side and rear property lines. Any fencing placed to the east is to be horse-safe out of respect for the adjacent agricultural use.

Landscaping and Open Space Table

Standard	**Proposed**	**Compared to R-1C**	**Compared to A-2 (existing zoning)**
Open Space and Landscaping Minimums	25% of the gross lot area and 100% of the front yard in PA 1 40% in PA 2	25% of the gross lot area and 100% of the front yard	25% of the gross lot area and 100% of the front yard

All other typical landscaping requirements of Section 26-502 shall apply, including the requirement for waterwise landscaping.

Form, Massing, Architecture – While typically there are no architectural standards that apply to single unit home development, the ODP requires architecture that is traditional and varied, yet unified amongst the homes. In addition, lots directly abutting 52nd Avenue are required to be oriented toward the street for community integration. At least three model types shall be provided to create variety in form, rooflines, materials, and colors. Bulk plane regulations and standard maximum height limits apply to align with typical low density residential requirements.

General Code Compliance – In all other areas, the project is proposed to comply with the zoning code including but not limited to lighting, signage, fencing, and streetscape design.

ZONE CHANGE CRITERIA

Staff have provided an analysis of the zone change criteria outlined in Section 26-303.D. The applicant also provided a response to the criteria (Exhibit 6, Applicant Letter of Request). The Planning Commission shall base its recommendation on consideration of the extent to which the following criteria have been met:

1. **The change of zone promotes the health, safety, and general welfare of the community and will not result in a significant adverse effect on the surrounding area.**

   The proposed zoning contributes to housing needs of the community, provides a unique and context-sensitive design, improves public utility infrastructure by improving storm systems and upgrading utilities, and advances public improvements along 52nd Avenue. The proposed zoning complies with safety and access requirements of the fire district, and servicing requirements of utility districts. The development will likely add value to the area through high-quality design.

   The use and intensity of the proposed development is compatible with the surrounding land uses by incorporating context-sensitive restrictions such as increased setbacks, buffers, open space, fencing, and architectural standards that respect adjacent development.

   Staff conclude that this criterion has been met.

2. **The development proposed on the subject property is not feasible under any other zone district and would require an unreasonable number of variances or waivers and conditions.**

   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 of

the size of the property, the current zoning could result in more intensive agricultural uses and incompatible development that is taller with minimal setbacks and buffering from adjacent uses.

Because the site is over one acre, City Code does not allow it to be rezoned to a base zone district such as 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.

Given the proposed use, the surrounding conditions, and servicing requirements (i.e., looped systems and fire access), the PRD zoning is the most appropriate zone change option. It will also allow the applicant to commit to enhanced architecture and landscaping not normally required in other zone districts.

Staff conclude that this criterion has been met.

3. **Adequate infrastructure/facilities are available to serve the types of uses allowed by the change of zone, or the applicant will upgrade and provide such where they do not exist or are under capacity.**

   All service providers and utility districts have indicated that they have no concerns with the proposal and have indicated they can serve the property with improvements installed at the developer's expense. The development of the site will require significant public improvements, including on-site drainage, stormwater upgrades, utility upgrades, and public improvements along Right-of-Way.

   Staff conclude that this criterion has been met.

4. **The Planning Commission shall also find that at least one (1) of the following conditions exists:**

a. **The change of zone is in conformance, or will bring the property into conformance, with the City of Wheat Ridge comprehensive plan goals, objectives and policies, and other related policies or plans for the area.**

   The proposal aligns with the City's adopted plans including the City Plan.

   The housing options allowed by the proposed zone change directly support the City Plan core value to be inclusive and the principle of serving a mix of incomes. It also aligns with the desired outcome of peaceful coexistence by thoughtfully applying and calibrating form and use tools based on the features of adjacent properties.

   The City Plan identifies this site as a Moderate Variety Neighborhood Place Type, and it also qualifies as a 'Special Case Agricultural Re-Use Site'. The plan specifies

the appropriate application of use and form in this context. For this location, a wide variety of housing types ranging from single-unit residential up to multi-unit residential adjacent to 52nd Avenue are appropriate.

The proposed site design responds to the form and design recommendations of the City Plan. It incorporates increased setbacks that match agricultural uses to the east. Architecture, bulk plane, and form requirements provide for compatibility with adjacent properties, appropriate screening and buffering are included, and parking needs are addressed on site.

Finally, the City Plan includes an implementation strategy to support housing development to meet community goals. This includes reviewing the situation against regional housing needs. The DRCOG regional housing needs assessment shows that there is a clear need for additional market-rate, single-unit homes in Wheat Ridge.

Staff conclude that this criterion has been met.

a. The existing zone classification currently recorded on the official zoning maps of the City of Wheat Ridge is in error.

Staff find no evidence of an error on the official zoning maps.

Staff conclude that this criterion is not applicable.

b. A change of character in the area has occurred or is occurring to such a degree that it is in the public interest to encourage redevelopment of the area or to recognize the changing character of the area.

The area has changed character significantly over the last 10 years with the construction and opening of RTD's Wheat Ridge · Ward Station which resulted in an increasing mix of housing types and medium to high densities. The investments and changes complement the diversity of land uses in the area and could strengthen the residential market. Multiple development sites nearby have recently seen investment including the development of small lot, single-unit residential developments such as Haskins Station in Arvada and Quail Run to the east, and a multitude of higher density TOD residential developments to the west near Wheat Ridge · Ward commuter rail station, such as Hance Ranch, the Parallel apartments, and Ridge at Ward Station townhomes. The proposed zone change provides a housing type that complements both the established and new housing in the area.

Staff conclude that this criterion has been met.

c. The proposed rezoning is necessary to provide for a community need that was not anticipated at the time of the adoption of the City of Wheat Ridge comprehensive plan.

The 2025 City Plan anticipated moderate variety housing as a need in this area.

Staff conclude that this criterion is not applicable.

Staff conclude that the criteria used to evaluate zone change support this request.

NEIGHBORHOOD MEETING & PUBLIC INPUT:

Pursuant to Section 26-109 of the Code of Laws, the applicant notified all property owners and residents within 1,000 feet of the site of the neighborhood meeting. Neighborhood meetings are required prior to the submission of an application for a zone change.

The neighborhood input meeting was held on January 23, 2024. Fifty-four (54) members of the public attended the meeting in addition to the applicant and staff. A full summary of the meeting is attached in Exhibit 7. In response to comments made at the neighborhood meeting and made in conversations outside of the formal process, the applicant reduced allowable uses in PA 2, increased lot sizes to complement adjacent developments, increased buffers and screening, and confirmed utility districts can serve.

Public noticing is required prior to public hearings. If any comments are provided prior to the Planning Commission public hearing on June 18, they will be entered into the record and distributed to Commissioners at the public hearing. Comments collected on Wheat Ridge Speaks will also be reviewed by Planning Commissioners and entered into the public record.

REFERRAL:

There were no concerns expressed by internal departments including the City of Wheat Ridge Engineering Division, Public Works, Parks & Recreation, Building Division, Police Department, Economic Development, or Urban Renewal Authority.

All affected service agencies were contacted for comment on the ODP, specifically regarding the ability to serve the property. Referral responses from service districts follow:

Valley Water District: Can serve subject to district requirements. Looping of systems shall be required to serve the rear portion of the lot. Coordination will continue through development.

Fruitdale Sanitation District: Can serve subject to district requirements. Coordination will continue through development.

Arvada Fire Protection District: Can serve subject to district requirements. Coordination will continue through development.

Xcel Energy: Can serve subject to district requirements. Coordination will continue through development.

Comcast Cable/Xfinity: No comments provided. Coordination will continue through development.

Century Link/Lumen: Can serve subject to district requirements. Coordination will continue through development.

A utility letter has been provided by the applicant's engineer as Exhibit 8 that confirms ongoing coordination with service districts and acknowledgement that district requirements can be met.

STAFF CONCLUSIONS AND RECOMMENDATION:

Staff have concluded that the proposed rezoning and Outline Development Plan (ODP) are consistent with the zone change criteria. Because the requirements for an ODP have been met and the review criteria support the ODP, a recommendation for approval is given.

RECOMMENDED MOTION:

"I move to recommend APPROVAL of Case No. WZ-24-09, a request for 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, for the following reasons:

1. The proposed zone change will promote public health, safety, or welfare of the community and does not result in an adverse effect on the surrounding area.

2. The proposed zone change is consistent with the goals and objectives of the City's adopted plans.

3. The proposed zoning, density, and land use are consistent with the intent of a planned development, compatible with surrounding land uses, and will result in a high-quality development.

4. The infrastructure in the area can support the development.

5. The criteria used to evaluate a zone change support the request.

Or,

"I move to recommend DENIAL of Case No. WZ-24-09, a request for 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, for the following reasons:

1.
2.
3. …"

REPORT PREPARED/REVIEWED BY:

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

EXHIBITS:

1. Location map as aerial photograph of site
2. Zoning map
3. Map of surrounding uses
4. City Plan excerpts
5. Outline Development Plan
6. Applicant letter of request and response to ODP criteria
7. Neighborhood meeting summary
8. Utility letter provided by applicant's engineer

EXHIBIT 1: LOCATION MAP AS AERIAL PHOTOGRAPH OF SITE



EXHIBIT 2: ZONING MAP

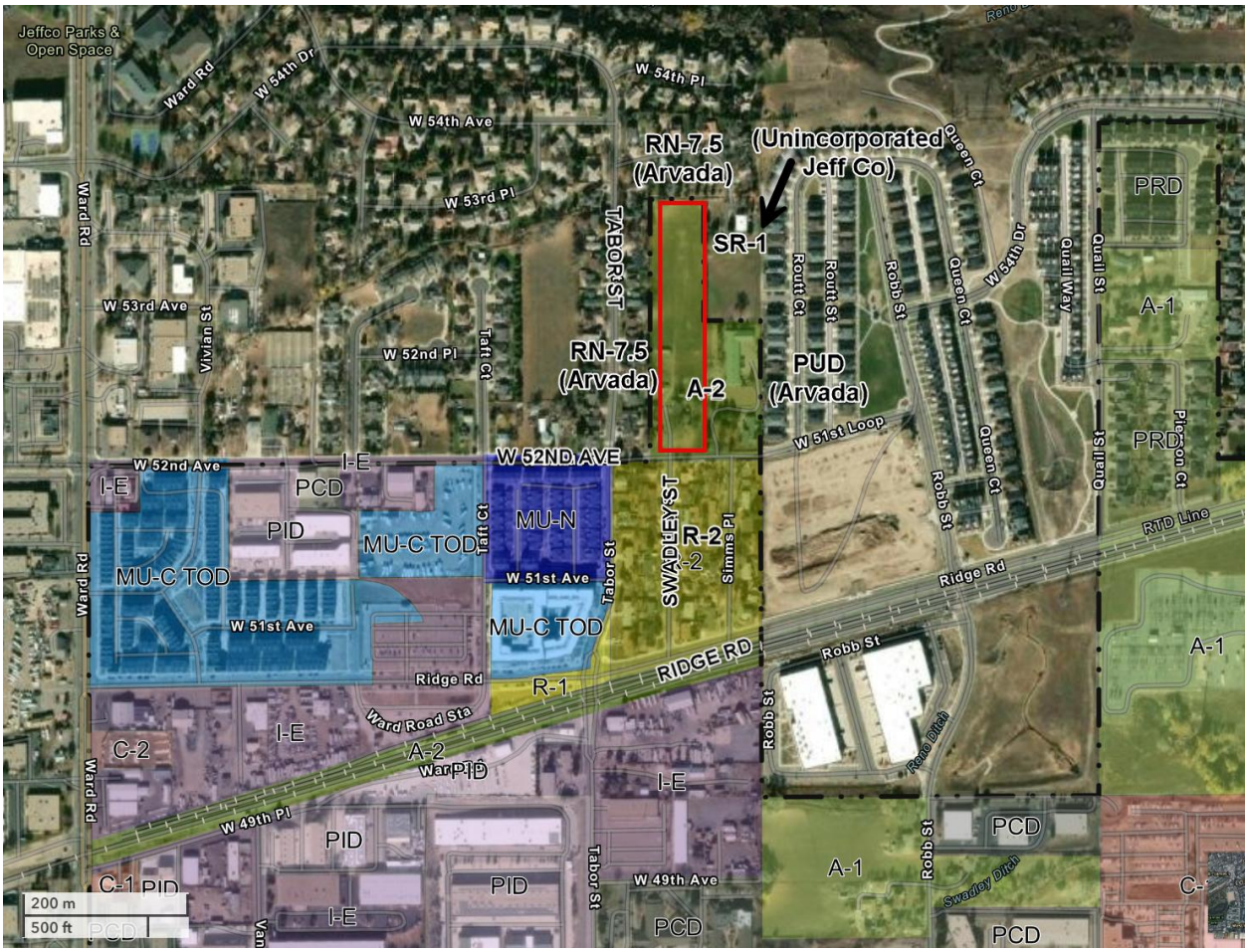


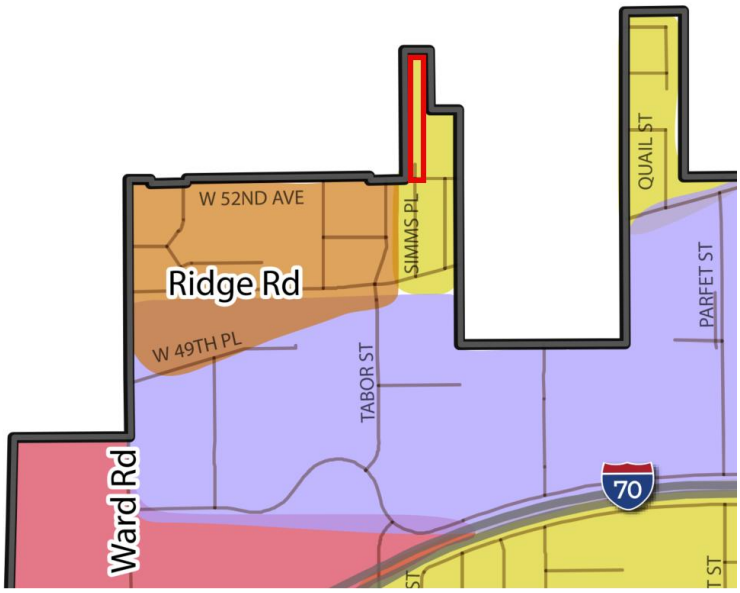
EXHIBIT 3: MAP OF SURROUNDING USES



EXHIBIT 4: CITY PLAN EXCERPTS

Wheat Ridge Place Types, 2025

Moderate Variety Neighborhood



Moderate Variety Neighborhood



A residential neighborhood that offers a moderate level of housing diversity, where no single housing type overwhelmingly defines the area. While single-unit homes remain a significant component, it is less so than in lower variety neighborhoods. These neighborhoods also include a mix of other housing forms that contribute to greater choice and inclusivity. The physical layout is typically a blend of traditional grid patterns and more curvilinear street designs, such as winding roads and cul-de-sacs, reflecting incremental development over time. The intent is to maintain moderate variety in housing choices, reflecting the surrounding context while providing different kinds of places to live.

Special Case #1

Large Site Civic, Institutional, or Agricultural Re-Use in a Residential Area

Intent: *To allow investment in large embedded sites in such a way that the sites achieve the desired outcomes of an evolution of places and peaceful coexistence.*

More diverse housing products are in alignment with the city's adopted housing policy and the Planning Principle: Serve a Mix of Incomes. This City Plan is clear that gradual redevelopment is both inevitable and welcome, but that it must peacefully coexist with existing residential areas. These twin realities guide the application of character-shaping tools.

USE TOOLS

PRIMARY USES

Could vary widely from low variety residential uses to high variety residential uses, depending on the place type, street type, and surrounding context.

SECONDARY USES

Public open space, institutional uses that are appropriate to the place type, neighborhood-scale daycares, and housing types other than the dominant type in the surrounding area including ADUs.

EXHIBIT 5: OUTLINE DEVELOPMENT PLAN

See attached.

WHEAT RIDGE STATION VILLAGE PLANNED RESIDENTIAL DEVELOPMENT
AN OUTLINE DEVELOPMENT PLAN IN THE CITY OF WHEAT RIDGE, COLORADO

STANDLEY HEIGHTS, WEST 1/2 OF BLOCK 12, LOT 12
FURTHER LYING IN THE NORTHWEST ONE-QUARTER OF SECTION 17,
TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF WHEAT RIDGE, COUNTY OF JEFFERSON, STATE OF COLORADO

LEGAL DESCRIPTION :

PARCEL A:
THAT PART OF THE WEST ONE HALF OF BLOCK 12, STANDLEY HEIGHT, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 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 FEET OF 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 FEET; THENCE NORTHWESTERLY 206.05 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: BEGINNING AT A POINT 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 FEET OF 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 FEET; THENCE NORTHWESTERLY 206.05 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING,
COUNTY OF JEFFERSON, STATE OF COLORADO

SURVEYOR'S CERTIFICATE :

I, ROB HALL, DO HEREBY CERTIFY THAT THE SURVEY OF THE BOUNDARY OF WHEAT RIDGE STATION VILLAGE WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, IN ACCORDANCE WITH ALL APPLICABLE COLORADO STATUES, CURRENT REVISED EDITION AS AMENDED, THE ACCOMPANYING PLAN ACCURATELY REPRESENTS SAID SURVEY.

_____
(SURVEYOR'S SEAL) SIGNATURE

OWNER'S CERTIFICATE :

THE BELOW SIGNED OWNER(S), OR LEGALLY DESIGNATED AGENT(S) THEREOF, DO HEREBY AGREE THAT THE PROPERTY LEGALLY DESCRIBED HEREON WILL BE DEVELOPED AS A PLANNED DEVELOPMENT IN ACCORDANCE WITH THE USES, RESTRICTIONS AND CONDITIONS CONTAINED IN THIS PLAN, AND AS MAY OTHERWISE BE REQUIRED BY LAW. I (WE) FURTHER RECOGNIZE THAT THE APPROVAL OF A REZONING TO PLANNED DEVELOPMENT, AND APPROVAL OF THIS OUTLINE DEVELOPMENT PLAN, 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 WHEAT RIDGE CODE OF LAWS.

_____
WES CHRISTOPHERSON
MANAGING MEMBER OF A & E VENTURES SWADLEY LLC

STATE OF COLORADO)
)SS
COUNTY OF JEFFERSON)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

_____ DAY OF _____ , A.D. 20 _____ BY _____ ,

WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES :

_____
NOTARY PUBLIC

OUTLINE DEVELOPMENT PLAN NOTE :

THIS OUTLINE DEVELOPMENT PLAN IS CONCEPTUAL IN NATURE. SPECIFIC DEVELOPMENT ELEMENTS SUCH AS SITE LAYOUT AND BUILDING ARCHITECTURE HAVE NOT BEEN ADDRESSED ON THIS DOCUMENT. AS A RESULT, A SPECIFIC DEVELOPMENT PLAN MUST BE SUBMITTED AND APPROVED BY THE CITY OF WHEAT RIDGE PRIOR TO THE SUBMITTAL OF A RIGHT-OF-WAY OR BUILDING PERMIT APPLICATION AND ANY SUBSEQUENT SITE DEVELOPMENT. COMMON AREAS SHALL BE MAINTAINED BY AN OWNER'S ASSOCIATION.

THE SKETCH PLAN DEPICTS THE CONCEPTUAL LAYOUT OF THE LOT, OPEN SPACE, DRAINAGE, AND CIRCULATION NETWORK. AN ALTERNATIVE LAYOUT IS PROVIDED. THE FINAL SHALL BE GENERALLY AS DEPICTED ON THE SKETCH PLAN OR ALTERNATIVE, DEPENDENT UPON MARKET CONDITIONS.

DEVELOPMENT STANDARDS :

ODP DOCUMENT DOES NOT LIST EXACT FINAL SQUARE FOOTAGE, SETBACKS AND OTHER DIMENSIONS OR QUANTITIES. THE ODP IDENTIFIES THE DEVELOPMENT PARAMETERS IN TERMS OF MAXIMUM AND MINIMUM STANDARDS. FOR EXAMPLE, THE FIRE LANE DIMENSIONS ARE THE MINIMUM ALLOWED, AND CAN BE WIDER THAN THE DIMENSIONS SHOWN ON THE ODP. THE SDP SHALL IDENTIFY EXACT AND FINAL DIMENSIONS, QUANTITIES, ETC..

A. PERMITTED USES : SEE SHEET 2-ODP PERMITTED USES.

B. SIGNAGE : ALL SIGNAGE SHALL BE IN CONFORMANCE WITH ARTICLE VII OF THE WHEAT RIDGE CODE OF LAWS, EXCEPT AS FOLLOWS : RESIDENTIAL SUBDIVISION FREESTANDING SIGNS /MAXIMUM 32 SQ.FT./MIN. SETBACK 5' FROM PROPERTY LINE, MAX HEIGHT 7'

C. PARKING : ALL PARKING SHALL BE IN CONFORMANCE WITH SEC. 26-501 OF THE WHEAT RIDGE CODE OF LAWS. VISITOR PARKING MAY BE REQUIRED AT THE

D. STREETSCAPE DESIGN SHALL BE IN CONFORMANCE WITH THE STREETSCAPE DESIGN MANUAL.

E. ARCHITECTURE SHALL BE TRADITIONAL AND SHALL FEATURE COVERED FRONT PORCHES, VERTICAL AND HORIZONTAL SIDING AND/OR MASONRY, OPEN REAR PATIOS AND A HIGH-LEVEL OF CONSTRUCTION QUALITY.

FRONT SETBACKS SHALL VARY A MINIMUM OF 2.5 FEET. NO THREE ADJACENT HOMES SHALL HAVE THE SAME FRONT SETBACK.

NO TWO ADJACENT HOMES SHALL USES THE SAME ARCHITECTURALLY DETAILED ELEVATIONS.

ARCHITECTURE OF THE HOMES SHALL BE UNIFIED.

EAVES ARE REQUIRED, AND SHALL BE AT MINIMUM 12 INCHES.

SOLAR PANELS SHALL BE PLACED IN SUCH A WAY SO AS NOT TO PRODUCE GLARE ON ADJACENT PROPERTIES.

LOTS DIRECTLY ABUTTING 52ND AVENUE SHALL FRONT THE PUBLIC STREET AND/OR AN ENHANCED STREET-FACING ENTRY SHALL BE PROVIDED.

THREE (3) MODEL TYPES SHALL BE PROVIDED. MODELS SHALL HAVE DIFFERENT FLOOR PLANS. APPEARANCES SHALL VARY INCLUDING : FORM, ROOFLINES, MATERIALS AND COLORS. BULK PLANE REGULATIONS SHALL APPLY PURSUANT TO SEC. 26-642 OF THE WHEAT RIDGE CODE OF LAWS.

F. FENCING : ALL FENCING SHALL BE IN CONFORMANCE WITH SEC. 26-603 OF THE WHEAT RIDGE CODE OF LAWS. SOLID PERIMETER FENCING REQUIRED. FENCING ABUTTING AGRICULTURAL PROPERTIES SHALL BE HORSE-SAFE.

G. EXTERIOR LIGHTING : ALL EXTERIOR LIGHTING SHALL BE IN CONFORMANCE WITH SECTION 26-503 OF THE WHEAT RIDGE CODE OF LAWS.

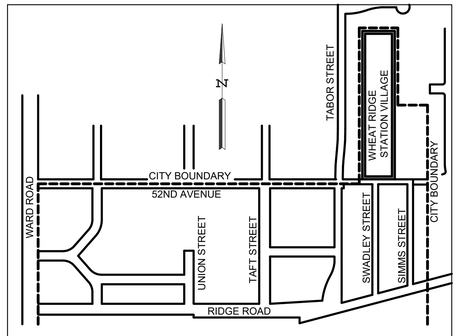
CHARACTER OF NEIGHBORHOOD :

WHEAT RIDGE STATION VILLAGE (W.R.S.V.), PER THE WHEAT RIDGE CITY PLAN, HAS THE COMMUNITY CHARACTER OF A MODERATE VARIETY NEIGHBORHOOD.

W.R.S.V. INTEGRATES WITH THE LARGER COMMUNITY BY MEETING CITY GOALS, INCLUDING THE PROVIDING OF A SUSTAINABLE, PATCHWORK QUILT NEW HOUSING OPTION WITHIN CLOSE PROXIMITY TO TRANSIT.

W.R.S.V. IS A TRADITIONAL NEIGHBORHOOD DEVELOPMENT.

W.R.S.V. FORMS A SHARED SPACE COMMUNITY BY INTEGRATING THE PERMITTED USES OF THE SINGLE UNIT HOMES WITH THE PERMITTED USES OF THE COMMON AREAS. THE COMMON AREAS ARE AN EXTENSION OF THE SINGLE UNIT HOMES. THE SINGLE UNIT HOMES AND COMMON AREAS ARE EACH SCALED ACCORDING TO USE, EITHER AS A PRIVATE HOME & YARD, OR, AS SHARED SPACE.



NOT TO SCALE VICINITY MAP

PROJECT DIRECTORY :

OWNER	A & E VENTURES SWADLEY LLC 13229 PINEY LAKE ROAD PARKER, COLORADO 80138 Wes.Christopherson@Purceltire.com
CIVIL ENGINEER	SUE MIZUNO/ ARROW CIVIL ENGINEERS 883 MCMURDO CIRCLE CASTLE ROCK, COLORADO 80108 Sue@ArrowCivilEngineers.com / 303-292-9004
SURVEYOR	ROB HALL / GILLIANS LAND CONSULTANTS PO BOX 375 BENNETT, COLORADO 80102 RHall_GLC@msn.com / 303-513-1106
ARCHITECTURE	FRANKLIN SALAZAR / ARCHITECTURE123.COM 6990 WEST 33RD AVENUE WHEAT RIDGE, COLORADO 80033 Franklin@Architecture123.com / 303-870-5943

SITE DATA

P.R.D. PARCEL = 216,551 SQ. FT. = 4.97 AC.

ODP-02 SKETCH PLAN

PA 1 ITEMIZED		SQUARE FEET	ACRES
RESIDENTIAL LOTS		107,443	2.47
PRIVATE DRIVE INCLUDES PERIMETER WALK AND AND LANDSCAPE BUFFER		69,387	1.59
PA 1	SUBTOTAL	176,830	4.06
PA 2		39,721	0.91

ODP-03 ALTERNATIVE SKETCH PLAN

PA 1 ITEMIZED		SQUARE FEET	ACRES
RESIDENTIAL LOTS		101,093	2.32
PRIVATE DRIVE INCLUDES PERIMETER WALK AND AND LANDSCAPE BUFFER		69,388	1.59
PA 1	SUBTOTAL	170,481	3.91
PA 2		46,070	1.06
	TOTAL	216,551	4.97

SHEET INDEX :

SHEET 0DP-1	TITLE PAGE
SHEET ODP-2	SKETCH PLAN
SHEET ODP-3	ALTERNATIVE SKETCH PLAN

ADDITIONAL DEVELOPMENT STANDARDS

MAXIMUM BUILDING COVERAGE

PA 1	40% MAXIMUM PER LOT OR TRACT ACCESSORY STRUCTURE SIZE LIMITATIONS SUBJECT TO SEC. 26-206 (R-1A DEVELOPMENT STANDARDS)
PA 2	25% MAXIMUM ACCESSORY STRUCTURE SIZE LIMITATIONS SUBJECT TO SEC. 26-214 (A-2 DEVELOPMENT STANDARDS)

LANDSCAPE COVERAGE AND OPEN SPACE:

ALL LANDSCAPING SHALL BE IN CONFORMANCE WITH SEC.26-502 EXCEPT AS FOLLOWS:

PA 1	SUBJECT TO SEC. 26-502
PA 2	COMMON OPEN SPACE / POCKET PARK MIN. 40% OF GROSS LOT AREA SHALL BE LANDSCAPED

RESIDENTIAL LOT DATA : PA1

LOT SIZE:	5,000 SQ. FT. MINIMUM
LOT DIMENSION:	50' MINIMUM WIDTH
OVERALL DENSITY:	18 DWELLING UNITS MAX.

SEPARATION BETWEEN BUILDINGS :

PER IRC

BUILDING HEIGHTS :

PA 1	
PRINCIPLE BUILDINGS:	35' MAX.
ACCESSORY BUILDINGS:	
MAJOR	15' MAX.
MINOR	10' MAX.
ADU (DETACHED)	25' MAX.
PA 2	
PRINCIPLE BUILDINGS:	35' MAX.
ACCESSORY BUILDINGS:	
MAJOR	25' MAX.
MINOR	25' MAX.

SETBACKS :

PERIMETER	
FRONT	35'
SIDE	SIDE AND REAR PERIMETER SETBACK SHALL BE FIFTEEN FEET (15') FOR THE 1ST ONE (1) STORY AND AN ADDITIONAL FEET (5') FOR EACH ADDITIONAL STORY OVER ONE (1) STORY
REAR	
INTERNAL	
PA 1 AND PA 2	
FRONT	20'
SIDE	5'
REAR	5'

COUNTY CLERK AND RECORDER CERTIFICATE :

STATE OF COLORADO)
)SS
COUNTY OF JEFFERSON)

I HEREBY CERTIFY THAT THIS PLAN WAS FILED IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF JEFFERSON COUNTY AT

GOLDEN, COLORADO, AT_____O'CLOCK_____.M. ON THE

_____ DAY OF_____, 2026, A.D., IN

BOOK _____, PAGE _____ , RECEPTION NO. _____.

JEFFERSON COUNTY CLERK AND RECORDER

BY : _____
DEPUTY

CITY CERTIFICATION

APPROVED THIS _____ DAY OF _____, _____
BY THE WHEAT RIDGE CITY COUNCIL

ATTEST

_____ _____
CITY CLERK MAYOR

_____
COMMUNITY DEVELOPMENT DIRECTOR

PLANNING COMMISSION CERTIFICATION :

RECOMMENDED FOR APPROVAL THIS _____ DAY OF

_____ , _____BY THE WHEAT RIDGE PLANNING COMMISSION.

_____
CHAIRPERSON

CASE HISTORY :

WZ-24-09

OUTLINE DEVELOPMENT PLAN

ODP-1

WHEAT RIDGE STATION VILLAGE PLANNED RESIDENTIAL DEVELOPMENT
AN OUTLINE DEVELOPMENT PLAN IN THE CITY OF WHEAT RIDGE, COLORADO

STANDLEY HEIGHTS, WEST 1/2 OF BLOCK 12, LOT 12
FURTHER LYING IN THE NORTHWEST ONE-QUARTER OF SECTION 17,
TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF WHEAT RIDGE, COUNTY OF JEFFERSON, STATE OF COLORADO

CONTACT : FRANKLIN RICHARD SALAZAR
ARCHITECTURE 1 2 3 COM
303-870-5943

WHEAT RIDGE STATION VILLAGE
11795 WEST 52ND AVENUE
WHEAT RIDGE, COLORADO

PLANNING AREA 1		
PRINCIPLE USES	NOTES	ALLOWANCES
SINGLE DETACHED DWELLING		P
ACCESSORY USES	NOTES	ALLOWANCES
SUBJECT TO PERMITTED "ACCESSORY USES FOR RESIDENTIAL DISTRICTS" SET FORTH IN SEC. 26-204		

GENERAL NOTES

1.) ANY USES NOT EXPRESSLY PERMITTED (P) OR ALLOWED AS A SPECIAL USE (S) SHALL BE DEEMED TO BE EXCLUDED.

2.) ALL COMMON SPACE USE ARE INTENDED TO ACT AS AN EXTENSION OF THE SINGLE HOMES AND YARDS.

3.) ANY BUSINESS-RELATED USE IS PROHIBITED IN PA 2, EXCEPT THOSE USES LISTED AS ALLOWABLE HOME OCCUPATION SHALL BE PERMITTED TO EXTEND WITHIN THE PRIVATE CLUBHOUSE AS ACCESSORY TO THE PRIMARY HOME OCCUPATION USE CONTAINED WITH A RESIDENCE IN PA 1. FOR EXAMPLE, DAYCARE, SCOUT MEETINGS, TUTORING. SEE SEC. 26-613

4.) DWELLING UNITS SHALL BE PROHIBITED IN PA 2

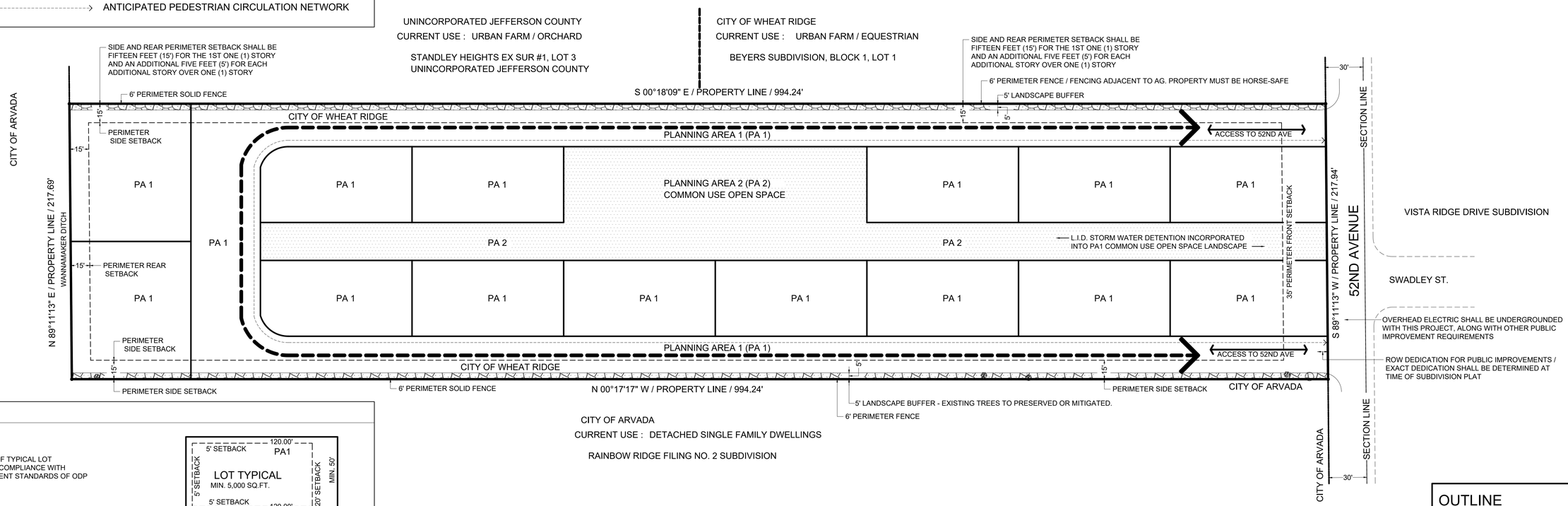
SKETCH PLAN CIRCULATION LEGEND

ANTICIPATED VEHICULAR CIRCULATION NETWORK

ANTICIPATED PEDESTRIAN CIRCULATION NETWORK

PLANNING AREA 2 PERMITTED USES		
PRINCIPLE USES	NOTES	ALLOWANCES
COMMON OPEN SPACE	INCLUDES NONCOMMERCIAL PLAYGROUNDS OR OTHER PRIVATE RECREATIONAL USES.	P
ACCESSORY USES		
ACCESSORY BUILDINGS	SEE SECS. 26-123 AND 26-605 (EXCLUDING KEEPING OF SWINE) AND SEC 26-606	P
GENERAL FARMING AND RAISING OR KEEPING OF STOCK, BEE KEEPING, POULTRY OR SMALL ANIMALS SUCH AS RABBITS OR CHINCHILLAS	PROHIBITED : THE RAISING OR KEEPING OF SWINE SEE SEC. 26-603 AND 26-607	P
GREENHOUSE FOR THE USE OF RESIDENTS ONLY		P
PRODUCE STANDS		P
PRIVATE CLUBHOUSE FOR THE BENEFIT OF RESIDENTS AND THEIR GUESTS ONLY	NOT INCLUDING A PRIVATE CLUB WHICH PROVIDES SERVICES CUSTOMARILY CARRIED ON AS A BUSINESS	P
ANCILLARY USES OPERATING WITHIN PRIVATE CLUBHOUSE	E.G. DAYCARE USES, SCOUT MEETING, TUTORING. SEE GENERAL NOTE 3 SEE SEC. 26-613	P

PLANNING AREA 2 PERMITTED USES CONTINUED		
ACCESSORY USES	NOTES	ALLOWANCES
URBAN GARDENS	SEE SEC. 26-637 / SEE GENERAL NOTES	P
DETACHED PRIVATE GARGAGE OR CARPORT		P
LARGE AND SMALL ANIMALS	SEE SEC. 26-605 AND 26-606 FOR PURPOSES OF APPLYING THESE STANDARDS, THE SUBJECT PA 2 SHALL NOT BE CONSIDERED AS A-1 OR A-2 ZONING	P
PRIVATE STORAGE SHEDS, BARNS, ANIMAL SHELTERS OR OUTBUILDINGS	SEE SEC. 26-605 AND 26-606	P
PUBLIC UTILITY LINES AND POLES, IRRIGATION CHANNELS, STORM DRAINAGE AND WATER SUPPLY FACILITIES	INCLUDES OTHER SIMILAR FACILITIES SUCH AS ELECTRICAL TRANSMISSION LINES AND POLES	P
PUBLIC AND PRIVATE COMMUNICATIONS TOWERS, TELEVISION OR RADIO ANTENNAS	INCLUDES OTHER SIMILAR COMMUNICATIONS RECEIVING OR SENDING DEVICES. NONE MAY EXCEED 35' IN HEIGHT. WHETHER GROUND OR STRUCTURALLY MOUNTED. FOR SATELLITE EARTH RECEIVING STATIONS, SEE SEC.26-616 AND 26-617	P
WIND POWERED ELECTRICAL GENERATOR NOT TO EXCEED 35'		S
ELECTRICAL TRANSMISSION SUBSTATIONS		S



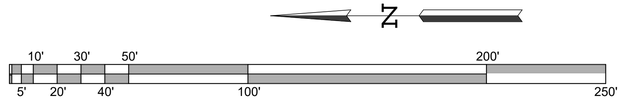
LOT TYPICAL

EXAMPLE OF TYPICAL LOT LAYOUT IN COMPLIANCE WITH DEVELOPMENT STANDARDS OF ODP

SCALE : 1" = 40'-00"

01
O D P-02

SKETCH PLAN



SCALE : 1" = 40'-00"

WZ-24-09

OUTLINE DEVELOPMENT PLAN

ODP-2

WHEAT RIDGE STATION VILLAGE PLANNED RESIDENTIAL DEVELOPMENT
AN OUTLINE DEVELOPMENT PLAN IN THE CITY OF WHEAT RIDGE, COLORADO

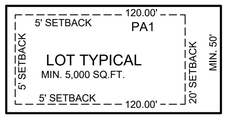
STANDLEY HEIGHTS, WEST 1/2 OF BLOCK 12, LOT 12
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WHEAT RIDGE STATION VILLAGE
11795 WEST 52ND AVENUE
WHEAT RIDGE, COLORADO

LOT TYPICAL

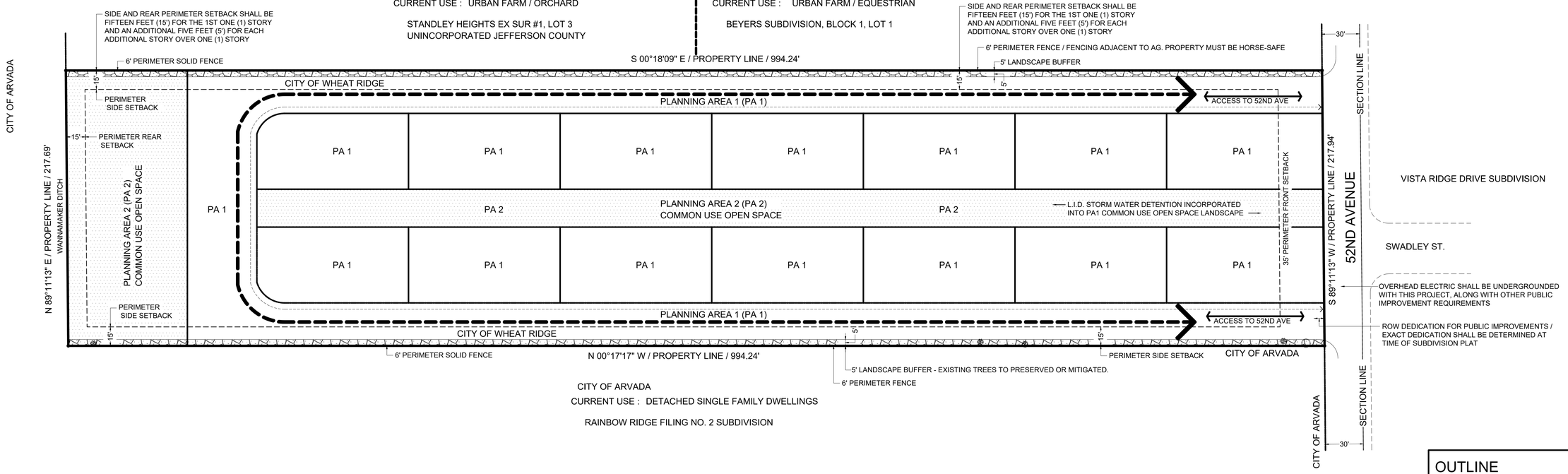
EXAMPLE OF TYPICAL LOT
LAYOUT IN COMPLIANCE WITH
DEVELOPMENT STANDARDS OF ODP



SKETCH PLAN CIRCULATION LEGEND

ANTICIPATED VEHICULAR CIRCULATION NETWORK

ANTICIPATED PEDESTRIAN CIRCULATION NETWORK



SCALE : 1" = 40'-00"

01
O D P-03

ALTERNATIVE SKETCH PLAN

10' 30' 50' 200'
5' 20' 40' 100' 250'

SCALE : 1" = 40'-00"

WZ-24-09

OUTLINE DEVELOPMENT PLAN

ODP-3

EXHIBIT 6: APPLICANT LETTER OF REQUEST AND RESPONSE TO SDP CRITERIA

Wheat Ridge Station Village Planned Residential Development

Wheat Ridge Station Village (WRSV) is requesting rezoning of the 4.97-acre Baker Family Farm site from Agricultural-2 (A-2) to a Planned Residential Development (PRD).

The property is bounded by 52nd Avenue on the south, private properties in the city of Wheat Ridge and unincorporated Jefferson County to the east, private properties in the city of Arvada to the west, and private properties in the city of Arvada to the north.

The property is designated as a *Moderate Variety Neighborhood* in the City Plan and as *Future TND* (Traditional Neighborhood Development) in the Ward Station Vision Plan.

The proposed PRD creates a 14 to 18 home Traditional Neighborhood Development centered around a linear pocket park surrounded by a pedestrian-focused drive. Homes face the 30-foot pocket park, with vehicle access along the perimeter to create a human-scaled, walkable environment. The design emphasizes community interaction, walkability, and peaceful coexistence with surrounding neighborhoods.

The development includes:

- Detached single-family homes, each with an optional ADU;
- A common house with spaces for gatherings, recreation, and community-centered activities such as tutoring, daycare, or co-working;
- Common open space for year-round activities such as gardens, sports, and seasonal events; and
- Landscaping designed as a "consumable" and wildlife-friendly urban garden (berries, flowers, play areas, small animals, etc.)

WRSV aligns with key City Plan goals by providing diverse housing near transit, supporting sustainability, and respecting neighborhood character; and the Ward Station Vision by providing ample common open space, opportunities for active and passive recreation, potential for pop-up uses, and amenities that will bring neighbors together to create a sense of place and community.

Zone Change Justification

1. **No adverse impacts**: The low density, pocket-park design, and alley-like private roads minimize traffic and fit surrounding neighborhood patterns. Homes are expected to be high-value and contribute positively to property values and safety.
2. **Not feasible in other zoning districts**: Achieving the TND layout and community format would require extensive variances outside a PRD.

3. **Infrastructure**: Utilities exist or will be upgraded; fire and sanitation agencies have provided preliminary approvals.
4. **City Plan conformity**: Rezoning supports Moderate Variety Neighborhood policies and reflects the area's transition from agricultural to residential TND near transit.

This PRD creates a stable, inclusive, and sustainable pocket-park community that integrates housing, shared use spaces, and open space in a way that complements both the City Plan and the Ward Station Vision.

EXHIBIT 7: NEIGHBORHOOD MEETING SUMMARY

See attached.

City of Wheat Ridge Community Development

City of Wheat Ridge Municipal Building 7500 W. 29th Ave. Wheat Ridge, CO 80033-8001 P: 303.235.2846 F: 303.235.2857

NEIGHBORHOOD MEETING NOTES

Meeting Date:	January 23, 2024
Attending Staff:	Stephanie Stevens, Senior Planner Alayna Olivas-Loera, Planner II Scott Cutler, Senior Planner
Location of Meeting:	Virtual
Property Address:	5225 Swadley Street
Property Owner(s):	Irene Baker
Property Owner(s) Present?	No
Applicant:	Franklin Salazar
Applicant Present?	Yes
Existing Zoning:	Agricultural-Two (A-2)
Existing Comp. Plan:	Neighborhoods

Existing Site Conditions: 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 Lot 12 of the Standley Heights Subdivision. The property is approximately 233,133 square feet (5.352 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 to the south are zoned Residential-Two (R-2) and the immediate property to the east is zoned A-2. Uses in the area include low- to moderate-density residential and agricultural. The site is located in the northwest corner of Wheat Ridge but is outside of the boundary of the Northwest Subarea Plan. It is about a quarter mile from the Wheat Ridge · Ward commuter rail station.

Applicant/Owner Preliminary Proposal: The applicant has proposed to rezone the property from A-2 to Planned Residential Development (PRD) to allow for the development of 18 single-unit dwellings on the front portion of the property. The rear portion of the site is proposed to be subdivided and reserved for agricultural and low density residential uses only. All 18 proposed single-unit dwelling units will front one another into a common amenity open space area. A perimeter access drive is proposed around the property which would provide access to the rear facing garages. Two access points are proposed

along W. 52nd Avenue only, one on the west side and one on the east side.

The following is a summary of the neighborhood meeting:

- In addition to the applicant team and staff, 54 members of the public attended the neighborhood meeting. The participant list is below, which serves as the virtual sign-in sheet.
- Staff discussed the site, its zoning and potential future land use.
- The applicant discussed their proposal.
- Only 8 members of the public spoke at the meeting due to time constraints. Staff encouraged members of the public who did not get to speak to contact staff directly with questions, comments, and concerns.
- The applicant and members of the public were informed of the process for the rezoning.
- The members of the public were informed of their opportunity to make comments during the process and at the public hearing.

The following items were discussed:

- **No information on homes within the lots, just lot size? Can you tell us max. number of stories for the home? Max. square footage of homes?** *Per applicant, limited to 2 stories. A couple of different floor plans and various square footages, approximately 3,000 square feet. Marketed in $900k-1mil+ range for sale.*

- **Plan for fence on the west side between development and existing houses to west?** *Not specifically decided on fence. Welcome to feedback on fence type and location.*

- **Hire arborist to look at trees on the west side of the property? Work on the development may affect trees on other side of property.** *Depending on type of fence that is put in, the applicant thinks they would need to do this. Would need to work out specifics when specific design is planned.*

- **Developer should consider adding a landscape strip between west sidewalk and fence.** *Road goes along the perimeter of the property and there is a small utility easement between the sidewalk and property line so there will be some space. No specific designs yet.*

- **Resident owns 2.5 acres immediately to the northeast of the site in unincorporated Jeff Co. Opposed to this because there is already so much development around the area including Haskins Station. What will happen to Wannamaker Ditch? If development does get approved, wants coordination with fence. Lots are too small at 1/10 of an acre.** *Applicant responded regarding development in the area. An owner can sell their property and often the most profitable route is to sell to a developer. The applicant later responded that they desire the community to be gated. The Wannamaker Ditch does not cross the subject property. Historic drainage patterns will have to be maintained.*

- **When do details of the building standards come in? Setbacks? Height?** *Staff responded that with the ODP the standards will be set including height and setbacks. The applicant stated that the setback will be further from the perimeter property line than the A-2 standards because of the private drive. The applicant wants to limit building height to two stories.*

- **52nd Ave is a fairly narrow street east of Tabor. Is adding 18 homes too much? Are there any plans to improve access in this area?** *Staff noted that trip generation is analyzed during the review process. The street network is being reconfigured with the Haskins Station development, and there are no plans to extend 52nd Ave. straight through.*

- **How will the site be served by water, specific for fire protection?** *Fire hydrants will need to be added to serve the property including interior units and water line is looped. Staff noted that any application will be referred to Arvada Fire and the water district for review and approval.*

- **Adjacent property owner on 52nd Ave runs a horse training and boarding business. Concerned about loss of habitat. Worried about increase of traffic and safety of horses on the road. Does the City want to maintain any rural character in this area? Will the utility easement extend onto their property at all?** *The new utility easement will be only on the development's property.*

- **Resident noted they moved away from Denver to escape development and feels like these homes are packed in. Frustrated with gated community comment and doesn't want their street (Tabor) to become a thoroughfare.** *Applicant stated that the proposed homes are spaced further apart than the adjacent development on Tabor and is overall less dense due to the amount of open space provided on site.*

- **Resident noted distrust of developer and does not like high density near the TOD area.** *The applicant stated that their proposed development is not high density and is pedestrian oriented to the open space.*

- **What are the minimum standards of the R-2 zone district to the south?** *25' front setback, 5' side and rear setbacks.*

- **The lot sizes are much smaller in this proposed development than surrounding developments.** *The applicant stated that yes, the lots are smaller, but the density is lower because the lot sizes don't factor in all of the open space and pocket park. So the lot sizes are smaller but the overall use is not dense due to the communal spaces. They are trying to incorporate traditional neighborhood design and orient the development to the pocket park and pedestrian infrastructure.*

- **Is rezoning done as part of a hardship? Why is the applicant trying to expand their rights from A-2 to a denser development?** *Staff responded that hardship is a justification for a variance. For zone changes, staff mentioned that Planning Commission and City Council have to review against the rezoning criteria.*

- **Planned developments are meant to permit developments that may not be feasible under a standard zone district and should not circumvent the spirit of the code. Why isn't is possible to build under a standard zone district? This is not large lot estate living. Adjacent HOA strongly opposes the zone change due to increased density and potential for crime.** *Staff noted that it is not possible to rezone to any zone district except for Planned Residential Development because the property is larger than 1 acre; it is not possible to rezone to R-2.*

Participant List:

Zoom Attendee Report			
Staff/Applicant:			
	Stephanie Stevens	City of Wheat Ridge	
	Alayna Olivas-Loera	City of Wheat Ridge	
	Scott Cutler	City of Wheat Ridge	
	Wes Christopherson	Applicant	
	Franklin Salazar	Applicant	
	John Elliott	Applicant	
Public Attendees:			
	User Name	**First Name**	**Last Name**
1	Robin's iPad	Robin's	iPad
2	James Cillessen	James	Cillessen
3	Harry Shriver	Harry	Shriver
4	Mark Hunter	Mark	Hunter
5	Stan Armstrong	Stan	Armstrong
6	Pat Weber	Pat	Weber
7	Ernest Fuller Jr	Ernest	Fuller Jr
8	Anthelia Fellenstein	Anthelia	Fellenstein
9	Fulkerson Household	Fulkerson	Household
10	Sara and Greg Hatayama	Sara	and Greg Hatayama
11	Jared Hill	Jared	Hill
12	Julie Hill	Julie	Hill
13	Heidi Leoni	Heidi	Leoni
14	Mary Cook	Mary	Cook
15	Gail Hamilton	Gail	Hamilton
16	Rita Richardson	Rita	Richardson
17	Louise Mousseau	Louise	Mousseau
18	Bryan Kinkaid	Bryan	Kinkaid
19	Ashley Vap	Ashley	Vap
20	Nathan Beck	Nathan	Beck
21	Jesse White	Jesse	White
22	Tammy Odean	Tammy	Odean
23	Jamie Barrutia	Jamie	Barrutia
24	Geoffrey Burg	Geoffrey	Burg
25	Dunn	Dunn	
26	Lauren Rindels	Lauren	Rindels
27	John Nell	John	Nell
28	AL Alecci Wardell	AL	Alecci Wardell
29	Erika Nelson-Wong (She/Her)	Erika	Nelson-Wong (She/Her)
30	Jill Egburtson	Jill	Egburtson
31	Alyssa Wilson	Alyssa	Wilson
32	Andre Barrutia	Andre	Barrutia
33	John Wabiszczewicz	John	Wabiszczewicz
34	Elizabeth Walker	Elizabeth	Walker

35	Jeff Hahn	Jeff	Hahn
36	Wil Henderson	Wil	Henderson
37	Kathy Staller	Kathy	Staller
38	Arthur Pansze	Arthur	Pansze
39	Daisy	Daisy	
40	Diana Bobo	Diana	Bobo
41	Zoom user	Zoom	user
42	Colleen McClary	Colleen	McClary
43	Melissa Kaltenbach	Melissa	Kaltenbach
44	Lorraine Bowen	Lorraine	Bowen
45	Greg Miller	Greg	Miller
46	Ross Fellenstein	Ross	Fellenstein
	Other Attended by Phone		
47	15402007283		
48	13037175594		
49	17203381130		
50	13035177898		
51	13035894298		
52	15125893494		
53	13035945198		
54	Call-In User_1		

Attachment
5225 Swadley St. Neighborhood Meeting

Written Comments

Stephanie Stevens

From: Bryan Kinkaid <bkinkaid@jpfcapital.com>
Sent: Tuesday, January 16, 2024 10:53 PM
To: Stephanie Stevens
Subject: Wheat Ridge Station Village P.R.D. upcoming neighborhood meeting

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Hi Stephanie,

I hope this message finds you well.

I've learned about the upcoming neighborhood meeting to discuss the recent proposal for 5220 & 5225 Swadley St. As of my last update, the property is not under contract and remains available for sale, indicating that the prospective buyer currently holds no control over the property and is essentially speculating.

Given the speculative nature of the situation and the property's public listing(not an offmarket discussion), there's a significant risk of potential time wastage for both the City and local residents especially if the property were to go under contract with another buyer. To ensure more meaningful and conclusive discussions, I strongly recommend postponing these conversations until the project is officially under contract.

I believe adopting this approach would be in the best interest of all parties involved, allowing for a more focused and productive dialogue at the right juncture. As a developer, I can attest that the current strategy of shopping this opportunity to prospective investors by the same architect is creating a rift between the local community and himself, potentially leading to a community that will vehemently oppose this project and any proposed rezoning. This, in turn, may result in legal challenges, causing significant challenges and frustration for the City.

Thank you for your understanding, and I appreciate your cooperation in this matter.

Best regards,

Bryan Kinkaid
Portfolio Asset Manager

JPF CAPITAL

T 562-355-6800 | jpfcapital.com
bkinkaid@jpfcapital.com I 675 Hartz Ave, Danville CA 94526

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From: Connie & Geoff Burg
To: Stephanie Stevens
Cc: Dan Larson; Leah Dozeman
Subject: Wheat Ridge Station Village - concerns & comments
Date: Friday, January 26, 2024 4:41:27 PM

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Stephanie,

Thank you for moderating the neighborhood meeting regarding the Wheat Ridge Station Village proposed development. I have included our City Council representatives on this email to ensure they are aware of the proposals. I have lived at the southwest corner of 52nd & Swadley St for 35 years.

Comments/Concerns

- Please have the neighborhood meetings in person in the future. COVID taught us many great things about meeting remotely. This situation doesn't necessitate a virtual meeting. The virtual format only benefits the developers, not the residents. Most of the residents who spoke at the meeting asked for in-person meetings in the future. Many of the residents that wanted to speak were not afforded an opportunity to be heard (technical issues, limited time, argumentative nature of developer, etc.) which was supposed to be the purpose of the meeting.
- Gated community – The original plans that were sent to residents stated that it would be "a gated safespace" but gates are not shown on the plans. The adjacent neighbors will have to listen to the opening and closing of the gates day and night. What will be done for noise mitigation?
- Disagree with the developer's calculation for the square footage of the lots. It's not ok to divide the entire 5 acres by 18 to come up with a square footage per residence so they can claim it's "low density". There's a lot of creative calculations taking place to make this development appear to be something it's not. The lot sizes shown on the plans are 4676 sq. ft. – a fraction of the size of the lots in the adjacent neighborhoods. Definitely not "low density".
    - PRD vs R-2 – The developer wants PRD zoning to allow flexibility with the density and set-back requirements. The R-2 is more in line with the intent of the zoning requirements and consistent with the existing surrounding homes.
    - Wil Henderson's discussion regarding the "fun with math" calculations the developer is using to include open and green space and mislead about lot density was not included in the meeting notes so anyone not listening to the actual meeting won't be aware of it. This should be corrected as it is a major omission.
- It's unfortunate that Franklin became defensive and belligerent at the end of the meeting, choosing to argue with the speakers who were intelligently expressing concerns regarding density calculations and the fear of increased crime. These are the type of developers/architects the City of Wheat Ridge should not bend the rules for (PRD vs TND).

- Urban Farm/Equestrian area water supply. Assuming barns and lofts will contain combustible material (hay), will there be adequate access to water for the fire department should a barn catch fire? Valley Water has limited availability in the Urban Farm area. Franklin claimed water would be "looped" through the development. Does the loop he referred to include the Urban Farm or only the front section where the houses will be built? Has he verified his claims regarding the loop with Valley Water? Will the plan be presented to Arvada Fire for review/approval?
- The access road around the outside of the development adds traffic concerns to an already constricted street. The original plan for Wheat Ridge Station Village with the road up the middle was more practical since it aligned better with the existing Swadley Street. The present design will create three (3), three-way intersections within 160 ft. of each other along 52nd avenue. This causes hazards with vehicles turning onto and off of 52nd Ave at Swadley St and a few feet to the east and west where the proposed access roads connect to 52nd Ave. This also creates a difficult situation for the homes on the south side of 52nd whose driveways face 52nd. Visibility will be poor for those on the access roads as well as for the eastbound and westbound vehicles on 52nd. This looping roadway design creates a traffic safety hazard.
- Parking – "Each home has a minimum two car garage accessed from the drive aisle, with an optional adjoining 3rd car space". We politely request that the adjoining 3rd car space not be "optional" but that it be required. With the narrow access road, there is very little parking provided for guests.
- Dwelling Size - Staff notes neglected to include the discussion about the two story houses that will also include an attic dormer on the top level of the house (not just a two story house like the ones already in the neighborhood).
- 10 years of construction! Residents in this area have endured more than 10 years of constant construction, starting with the G Line station. We have watched our beloved quiet community fill in with hundreds of townhomes and a 5-story apartment building. Haskins Station has taken over what was once a vast open space, and now work is beginning on more high density (apartment buildings and townhomes) northeast of Ridge Rd and Simms Place. There will be at least 2 years of construction on the apartments and townhomes followed by another 2 years of construction on the Wheat Ridge Station Village. That adds up to 15 years of constant construction with the noise, traffic, dust, etc. It's no wonder the residents in this area have had enough!!

We look forward to further opportunities to provide feedback regarding this proposed development, hopefully in person.

Thank you,
Connie & Geoff Burg
5195 Swadley St

Stephanie Stevens

From: Hellodi <hellodi@aol.com>
Sent: Tuesday, January 23, 2024 9:40 PM
To: Stephanie Stevens
Cc: hellodi@aol.com
Subject: Wheat Ridge Station Village Questions and Concerns

Follow Up Flag: Follow up
Flag Status: Flagged

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Stephanie,

Thank you again for tonight! Here are my questions and concerns:

1. Parking- There is no parking- how did they come up with 2 cars per home. I have 3 people in my family with 4 cars. When families have extended families living with them- there is a need for parking. They will park on 52nd Ave.

2. We had the Commander Ammon from Arvada Police spoke at our Annual meeting a week ago. He talked about the crime in our sector. This is why a large concern with our Community. The top crime thefts- more people - more issues-
Top Crimes per Arvada PD:

1. Motor Vehicle Thefts- Colorado has the highest car theft
2. Vehicle Trepass (Car Break in)
3. Burglary
4. Porch/package Thefts

3. How did you get a gated community approved? Last year, you stated- you could not get it approved?

4. We have hawks and eagles nest in the Cottonwoods- there is an issue of taking down the trees- how to address?

5. I'm requesting a Economic Analysis and Road Study. Franklin would not give me either reports last year. I feel - he is hiding his reasons why he is at 18 homes. We have seen a large amount of people from the apartments, townhomes walking their dogs in our neighborhood, dog waste in yards, trash, and attempted breakins. We had

3 cars stolen this past year. We had a guy try to get into a resident's home (with multiple warrants), etc.

6. Narrow roads-We had a resident hit at 52nd and Tabor St on her bike. City of Wheat ridge never widen or plan to widen this road to the property. There is no sidewalks.

7. Franklin has 6 kids per his comment tonight- how would he feel if a development with a road in your backyard was built behind his house? I thought he got condescending to Wil about the crime. He needs to speak to Arvada and Wheat ridge about the sector. It was my home that had the homeless guy jumped our 6ft fence.

8. Fire danger with his private barns with no running water/infestation of rodents.

Last, Franklin told me last year- he does not get paid until he closes the deal. He has never reached out to get our opinions before this next buyer. I will opposed this development. We have a lot of people who want to fight it.

Thank you again for your leadership!

Dianna Cillessen
303-522-5826

From: harry shriver
To: Stephanie Stevens
Subject: Swadley St. Proposed Zoning Change
Date: Friday, January 26, 2024 12:13:58 PM
Attachments: 1-24-24 Questions.docx

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Stephanie Stevens, AICP
Senior Planner
Community Development Department

Dear Stephanie,

As a follow up to the zoom webinar on 1-23-24, following are my questions concerning the proposed Zoning Change and development at 5225 Swadley Street, Wheat Ridge, CO.

1. If a zoning change is approved, what prevents a future developer from changing the layout and/or putting in more dense three story town houses?

2. What will be the layout of the barns in LOT B?

3. What will be the ownership of the area in LOT B?

4. How will the space in LOT B be maintained and administered.

5. What prevents LOT B from later being submitted for a zoning change?

6. What is a “Traditional Walk-up attic.” The residential structures are referenced as two story with traditional walk-up attic space and the square footage is estimated at 3,300 sq ft above grade. “Walk-up attic” sounds like a fancy wording for a third story of usable living space.

7. What steps/requirements are being taken to maintain the sanctity (privacy, quiet, etc.) of existing residential back yards. There is no buffer between the private drive around the east and west sides of the planned development and the existing residential back yards. This drive is the only vehicular access to the proposed area for the residents, deliveries and services. This will have a significantly negative impact on the current home owners back yards. Private back yards will now be subject to vehicle traffic noise, vehicle lights and street lighting. Appropriate planning would provide a meaningful buffer between back yards and access roadways. Additionally, excessive street lighting as we now see on W52nd and Tabor St south of W 52nd is inconsistent with the nature of the community.

8. What is the parking plan for the development? Parking appears to be extremely limited. Three car spaces per unit is cited. The limited parking provided for in the plan is hardly consistent with the upscale nature of the properties as

presented by the developer.

9. The density of the proposed plan is inconsistent with the adjoining properties. Lot sizes are approximately half that of adjoining homes.

In general, the proposed zoning change plan appears to have many problems and is inconsistent with the nature of the existing neighborhood and the space available. Thank you for your consideration.

Harry Shriver
5230 Tabor St.
Arvada, CO 80002
303-423-9536

Stephanie Stevens

From: heidi leoni <heidileoni@hotmail.com>
Sent: Tuesday, January 23, 2024 7:08 PM
To: Stephanie Stevens
Subject: Input to Community Meeting on 1/23,

Follow Up Flag: Follow up
Flag Status: Flagged

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Hi Stephanie,

Here is my input for the meeting that occurred tonight. I think in the future, you must have an in-person meeting. It is very frustrating when the chat is shut down and there is no way to communicate when the microphone isn't working. Obviously, I wasn't the only person struggling with this. In addition, the community was not able to provide enough input because Franklin Salazar spoke so much! Please make sure the following comments are put into the record:

I am adamantly opposed to the riding area and barns.

In my opinion, the proposed barn/riding area is an attempt for the architect and builder to exact a premium from potential homeowners at the expense of current homeowners and to circumvent low to medium density by offering two-story "houses" for livestock that are 6 feet apart and 5 feet off existing properties to the north. In addition the following concerns arise from this proposal, specifically related to the north section of the property:

1. Smells
2. Noise
3. Rodents (from 18 different feed areas)
4. Potential mess with trailers, feed, manure, atvs, motorcycles and any other items new homeowners would like to "store" in/on the property. Current homeowners will have no recourse because the property will be governed by another HOA with 18 homeowners that do not care since the structures will not be in their back yards.
5. No water year-round so no ability to keep the area clean or dust down
6. Loss of a vital habitat with cottonwoods for hawks, owls, and other raptors as well as coyotes.
7. Currently Prospect Recreation and Park District has two other public riding areas that are underutilized (Crestview Park and Arena in Juniper Estates and Prospect Arena at 52nd and Eldridge. I personally have never seen horses at either of these two arenas in the twenty years I have been driving/walking past them.
8. The Urban Equestrian area is not holistically connected to the community, nor will there be an urban farm because if one resident wants a garden and on either side of them there are two story barns, they will not be able to have a garden. There will be no light available for that purpose.

9. There is no precedent for a community like this. This small patch of land is not the place for this experiment. The riding area and park in Juniper Estates is the closest example in the area with double the amount of land and NO private barns.
10. This does not represent a higher quality design as required from planned developments

Thanks, Heidi Leoni
11796 W 53rd Place
Arvada CO 80002

ATTACHMENT 2

Stephanie Stevens

From: heidi leoni <heidileoni@hotmail.com>
Sent: Wednesday, January 24, 2024 9:22 AM
To: Stephanie Stevens
Subject: Additional Comments on Wheat Ridge Station Village Development

Follow Up Flag: Follow up
Flag Status: Completed

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Hello again,

Here are additional comments I would like to have added to the record:

As proposed, each 850 sf, two story barn would be placed on a lot size of 1220 sf with a minimum of 6 foot spacing and 5 feet off the north property line. The concept does not promote a family-friendly, child-friendly, environment due to safety concerns from livestock and the associated disease/pestilence that accompanies this in a tight space with potentially high numbers of livestock. In addition, livestock do not walk up stairs, so the two-story concept is unnecessary and another attempt by the developer to squeeze as much in to the space as possible to the detriment of the surrounding neighbors. Another concern is that these "barns" become extra storage space for the homeowners. There are plenty of storage facilities in the area, and this use in not needed. There is no mechanism to control this at the community level.

There is a professionally managed horse property adjacent to this property that offers boarding and a riding arena, so this setup is redundant.

A better use of the 1.2 acres on the north end of the site is to retain its current habitat and model it after the park installed at Indiana and Van Bibber park. This would promote a family-friendly, walking path-oriented landscape with natural flora/fauna. In addition, the cottonwood trees on the north end would remain to allow for the raptors to continue to nest in the area.

Thanks, Heidi Leoni
11796 W. 53rd Pl
Arvada, CO 80002

Stephanie Stevens

From: Julie Hill <julieahill72@icloud.com>
Sent: Wednesday, January 24, 2024 6:53 PM
To: Stephanie Stevens
Cc: El Hefe
Subject: Fwd: Wheat Ridge Station Village Proposal/Zone Change Protest

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Hi Stephanie,

I have a few comments and questions that I don't believe were addressed in the Zoom call last evening.

1) I am very opposed to the proposed development for many reasons, which includes the decrease in my property values, the loss of use and enjoyment of my backyard, the continued intrusion and inconvenience of all the construction that has gone on year after year. .

Here are my questions:

- For the developer to say traffic for the development would only increase by 36 cars (2 cars per/day per household) a day on 52nd is ridiculous. I believe they are failing to take into consideration the traffic increase on 52nd of family and friends, delivery drivers, carpool drivers etc. With so many proposed homes being built in such a small area, where are these additional vehicles supposed to park, so that those of us on Tabor Street don't have to look at cars parked along on the streets?

- What is going to be done to 52nd to make that road safer for pedestrians/bicyclists, for this increase in traffic?

- Per the link below, it appears additional housing is being built on 50th and Ward. With those new developments, will the City of Wheat Ridge have enough police officers/emergency personnel to handle yet another new development? I know the City of Arvada doesn't have enough police officers on staff - does Wheat Ridge?
https://storymaps.arcgis.com/stories/c981845330eb45ff998914720ba071ad

-When will Wheat Ridge add more businesses, restaurants etc. for all of these newly allowed or proposed residences? Seems to me we don't have enough of these for the residences that are already here.

Thank you.

Julie Hill
5240 Tabor Street
303-332-1276.

Begin forwarded message:

From: Rainbow Ridge <arvadarainbowridgeha@gmail.com>
Subject: Wheat Ridge Station Village Proposal/Zone Change Protest
Date: Jan 23, 2024 at 9:08 PM
To: Rainbow Ridge <arvadarainbowridgeha@gmail.com>

Hello RR Residents!

Thank you for your participation and attendance tonight at the meeting! We have several residents not able to speak and share their questions and/or concerns. Please email Stephanie below with your questions and concerns as soon as possible.

Here is Stephanie's contact information below:

Stephanie Stevens, AICP

Senior Planner

Community Development Department

Office: 303-235-2848

sstevens@ci.wheatridge.co.us

Per Stephanie- her comments on a zone change protest:

> As for the zone change protest, this would come into play if this becomes a formal application. The applicant has yet to submit, and a neighborhood meeting is a requirement prior to application. Hold on to this for later and keep in mind that you'll need a few more neighbors to submit the same because 20% of the neighboring properties have the sign. See geographic requirements on page 2 of this document.

--

Rainbow Ridge Homeowners' Association
Arvada, CO

Virus-free.www.avg.com

Stephanie Stevens

From: pkdcrown@aol.com
Sent: Thursday, January 25, 2024 3:24 PM
To: Stephanie Stevens
Subject: Re: Neighborhood Meeting - Baker Property

Follow Up Flag: Follow up
Flag Status: Flagged

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Thank you for sending the meeting summary. I do have some additional Concerns / Questions:

1. Our home sits on the corner of 52nd and Tabor directly behind the proposed development. The plan puts a new entry road and entry drive way directly behind our bedroom window. The increase in traffic both behind our hours, to the side of our home and down Tabor will cause significant disruption to our home. The road also empties directly into the living rooms of the homes to the south of the proposed developments.

- Increased noise at all hours of the day / night
- Lighting along the back road way will impact our home, quality of life and privacy.
- If a gate is added for the "gated Community" the noise of a gate opening and closing at all hours of day and night will be significant and problematic.
- There must be a tall landscape buffer between **any** proposed development. There does not need to be a sidewalk.

2. The distance between the existing fence and the proposed development does not allow for any **buffer or landscaping or higher privacy fences. Any work on the East of our fence line will cause severe damage to our existing trees that are over 40 years old.**

3. **We are on a 1/3 of an acre lot. The density of the proposed development is significantly more than the neighborhood along Tabor.**

4. There is a lack of transparency about the back (north) two acres of the development. The plan shows mini-barns with a loft which the developer alluded to as: The rear portion of the site is proposed to be subdivided and reserved for agricultural and **low density residential uses only. This implies that the "lofts" will be used as dwelling units and not just agricultural. We are very**

concerned about the lack of water on the back section / fire hazard / accessibility in case of emergencies. This will also increase the number of vehicles using the access points.

5. Any road improvements along 52nd will impact our mature landscaping. We already had the large 40 year old trees across from our house cut down for development and road work.

We bought this home as a retirement home in a quiet and stable neighborhood. There have been over 5000 new units (at least) put up within .5 miles of our home in the last two years. Enough is enough. The five acre Baker property can be sold as an equestrian property. There are multiple people who are losing access to their boarding stables who would purchase this land as is and keep the agricultural feel for the area.

Please do not approve the request to rezone.

Thank you for considering this feedback.

Patty Davies / John Nell
5210 Tabor Street

On Thursday, January 25, 2024 at 02:38:15 PM MST, Stephanie Stevens <sstevens@ci.wheatridge.co.us> wrote:

Hi Patty,

The neighborhood meeting summary is attached. I'll be on the lookout for your comments and questions.

Thank you,

Stephanie Stevens, AICP

Senior Planner

Community Development Department

Office: 303-235-2848

City of Wheat Ridge
COMMUNITY DEVELOPMENT

From: pkdcrown@aol.com <pkdcrown@aol.com>
Sent: Wednesday, January 24, 2024 8:19 AM
To: Stephanie Stevens <sstevens@ci.wheatridge.co.us>
Subject: Neighborhood Meeting - Baker Property

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Hello Stephanie

I was only able to join the ZOOM for about 30 minutes last night so am eager to get the list of concerns that were raised and the initial responses. I will be sending in some additional questions / concerns later today or tomorrow.

Thank you for facilitating the discussion.

Patty

From: Anthelia Fellenstein
To: Stephanie Stevens
Subject: Response to 1/23/24 "neighborhood" meeting
Date: Monday, February 5, 2024 8:54:48 PM

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Hi Stephanie,

As you mentioned on the call, the January 23rd zoom meeting had a number of unanticipated shortcomings, and we feel it did not serve as a Neighborhood Input Meeting. The zoom format provided by the City of Wheat Ridge and the prospective buyer/ developer did not give the neighbors currently living adjacent to the property/proposed project at 11795 W. 52nd Avenue a true opportunity to have their questions answered or their voices heard by the prospective buyer/ developer and/or city officials. Due to the technical difficulties as well as the nature of the format, the promoters and beneficiaries were able to speak/ interrupt at any time, and many neighbors who were on the call to address this proposal were interrupted while voicing their questions and concerns. Several people, who set aside the time to participate and voice their own concerns and questions, were not able to speak at all. The meeting gave an impression of deliberately trying to stifle those who have concerns and questions about this proposed project.

Many concerns were not addressed including, but not limited to, a few that we personally wish to address:

- The reason for, and design of, the two-story barns with solar panels at the north end of the property. We'd like to see current examples of this style of development and where examples of it exist as current, real locations.
- How the developer plans to work with current neighbors regarding trees and other landscaping along the edge of the property. Currently birds of prey nest in several trees adjacent to this property. It's vital that these trees be left alone. Questions were not answered clearly as to what the developer plans to do.
- Property setbacks.
- Concerns of infrastructure, density, safety, etc.

Many questions and concerns remain about the principals, developers and architect, and the way they conducted themselves in the obfuscated 'neighborhood' meeting, as well as the questions & concerns remaining unanswered from the many neighbors left out of the process.

Within all this, we do appreciate your time and stated desire to do what's right for our community.

Thank you for your involvement, and please feel free to connect with us to address any of the above.

Sincerely,

Ross and Marie Fellenstein
Rainbow Ridge Residents

Stephanie Stevens

From: susan.stroup@icloud.com
Sent: Tuesday, February 6, 2024 2:13 PM
To: Stephanie Stevens; Alayna Olivas-Loera
Cc: Gail Hamilton; Mark Hunter
Subject: 5220 & 5225 Swadley Street, Wheat Ridge, CO

Follow Up Flag: Follow up
Flag Status: Flagged

You don't often get email from susan.stroup@icloud.com. Learn why this is important

Caution: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report any suspicious activities to the IT Division. Thank you.

Hello Stephanie and Alayna,

I am Susan Stroup, Personal Rep for The Estate of Irene Baker. I was on the neighborhood meeting call and I want to express the Estates feelings. The Estate is fully behind the rezoning and development of the property. We feel a gated community with access to activities outdoors is a great solution to the property.

The neighbors are opposed to any development. As I listened my thoughts were boy these people are a bunch of cry babies! They want open space and live in the Denver metro area! Of course if they were really serious they could pool their funds together and their HOA could buy the property for the neighborhood. That is a not starter because of the cost of that luxury. So they are going to fight the development of the property so others pay for their open space.

It was mentioned that there was no hardships associated with not approving the rezoning but again they are not paying for the up keep, mowing, taxes and insurance. The two older homes need to be demolished. People have broken into them and left messes and/or stolen things. And, the trees, why did they plant them on the property line and expect other owners to make accommodations for them. One of the trees had to be trimmed on our side of the property because it was rubbing on the roof and causing damage.

In the past neighbors have dumped their grass clipping and garbage over the fence. There was also a 2X4 board from a weak fence to a tree in our yard to keep the fence standing. They have no respect for others. It's all about them.

They complained about the land going away, the loop drive is too close to their fences, etc. too many people, too many cars, if they want to live in the country and not metro Denver they need to move. People don't like change but it's a part of life. And the property is located in a desirable area of the metro Denver area and needs to be developed.

Thank you for your time.
Sincerely,

Susan Stroup

From: susan.stroup@icloud.com
To: Stephanie Stevens; Alayna Olivas-Loera
Cc: Steve Baker
Subject: Fwd: 5220v& 5225 Swadley Street, Wheatridge, Co
Date: Tuesday, February 13, 2024 7:01:50 PM

You don't often get email from susan.stroup@icloud.com. Learn why this is important

Caution: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report any suspicious activities to the IT Division. Thank you.

Begin forwarded message:

From: Steve Baker <sleepers.sb@gmail.com>
Subject: 5220v& 5225 Swadley Street, Wheatridge, Co
Date: February 13, 2024 at 8:20:27 PM EST
To: ssteven@ci.wheatridge.co.us, aloera@wheatridge.co.us
Cc: "ghamilton@ccim.net" <ghamilton@ccim.net>, MarkHunterHomes@gmail.com, susan.stroup@icloud.com

Dear, Stephanie Stevens,

I have gone over the proposed plan for the development of the property at 5220 & 5225 Swadley street.
The proposed plan has had a great deal of thoughtful allowances granted to the existing residences.
The property is in an area that is under a lot of change being performed by the State, and cities of Wheatridge & Arvada.
A gated community of eighteen (18) single family units ranging from $900 to $1.5 . should not increase the level of crime.
In fact it should be reduced.
With the overflow of parking the gated community and not being a thorough street would contain the problem.
Trees that are on the property that may need to be removed are the property of the owner or developer.
In closing I would greatly appreciate your moving forward with the rezoning request. As you know this property
has been on the market for way too long.

Thank you,

Stephan C. Baker

Hello,
My name is Patti McLaughlin, I am the daughter of Walter and Irene Baker, the owners of the property. Both of my parents have passed leaving the property to myself and my 2 other siblings, both who live out of state. I have grown up on this property and have lived most of my life at the property or in the area. I have seen the changes and the growth. I am for the re-zoning of this property to be developed into what sounds like a beautiful, gated community, with million-dollar homes. My parents re-zoned this property to agricultural, because my father grew hay in the pasture, and it decreased the property taxes. We have not used the pasture for farming for at least 10 years. Boy, if we had known then what a nightmare this would cause for us later down the road, when we were ready to sell, we would have kept it the way it was. It is my understanding that there is concern from the Rainbow Bridge neighborhood about re-zoning and development of the property. I know there has recently been development around our property, which is to be expected with the addition of the light rail down the street. There cannot be a major public transit way with no communities to support it. I am all for open space and parks and we are lucky to have several in very close proximity to this property. There is Vanbibber, Stenger, and Prospect parks just to

name a few. All are within walking or biking distance of the property, where people and animals can enjoy nature. The property at 5220 and 5225
is privately owned and is not used for recreation or in any way for agricultural purposes. It would lay empty and unused for "looks" only. People are not able to go onto our private property to walk dogs and enjoy it like a park. If we are unable to re-zone this property so we can sell, it would cause a hardship for us by trying to keep up with the maintenance of of such a large plot of land. Not to mention the cost, it will require. My siblings and I all own and maintain our own residence, two of which are in different states, so you can imagine the stress of having this property to maintain is.

I wanted to also to bring awareness to the Wannamaker ditch and the concerns I heard. For the last several years the headgate has been broken. When I contacted the ditch company, I was informed that the HOA at Rainbow Bridge has the rights, that this happened when they built there, and they are responsible for fixing the headgate. After several attempts by the ditch company and myself nothing was ever resolved, and the headgate was never fixed. This causes a problem every summer when the water comes down causing flooding of the pasture and into neighbor’s yards along the west side. I have had neighbors on the west side come

and talk with me about the water flooding and I informed them to contact their HOA. Again, nothing was ever resolved. As mentioned, before we have delt with vandalism, homeless people breaking in squatting and stealing. This property will eventually be developed. Leaving this small plot of land in the middle of a growing metro Denver area for a neighborhood to enjoy is only benefiting one neighborhood, Rainbow Ridge,and not the greater good of the community, in which I am a part.

Sincerely,
Patti McLaughlin

EXHIBIT 8: UTILITY LETTER PROVIDED BY APPLICANT'S ENGINEER

ARROW CIVIL ENGINEERS

883 McMurdo Circle
Castle Rock, CO 80108
303-329-9004

Susan P. Mizuno, P. E., LEED ®AP

July 15, 2025

Stephanie Stevens, AICP
Senior Planner
Community Development Department
7500 W 29th Ave
Wheat Ridge, CO 80033

Subject: Case no: WZ-24-006
Wheat Ridge Station
Utilities

Dear Ms. Stevens,

The team has been in communication with the utility providers of the subject property including Valley Water District, Fruitdale Sanitation District and Arvada Fire Protection District. Xcel Energy, Century Link/Lumen and Comcast/Xfinity have facilities in the area. All of the providers have confirmed ability to serve this project. Additionally, Xcel, Valley Water, Fruitvale Sanitation District, and Arvada Fire have responded to referrals from the City and are in general agreement that the current layout is serviceable. Official design and approvals from the providers cannot occur until site plan and construction drawing development.

If you have any questions or concerns regarding this matter, please feel free to contact us.

Sincerely,

COLORADO REGISTERED SUSAN P. MIZUNO 24437 PROFESSIONAL ENGINEER

Susan P. Mizuno, P.E.
Project Manager

Wheat Ridge Speaks

Published Comments for June 18, 2026 Planning Commission Meeting

Item No. 1 - Outline Development Plan at 5225 Swadley St.

Kevin Fricker

· Jun 17, 2026 · 11:44am

As a Rainbow Ridge resident, I formally oppose the rezoning of 5225 Swadley St from Agricultural-Two (A-2) to Planned Residential Development (PRD) unless concessions are made to ensure neighborhood compatibility. The current Outline Development Plan (ODP) is an incompatible, high-density footprint that fails to respect the surrounding residential scale. This proposal directly violates the newly adopted Wheat Ridge City Plan (2025, Chapter 3), which explicitly designates this parcel as a Special Case #3 'Transitional Area' and mandates that new development achieve 'Peaceful Coexistence' with established neighbors. The proposed 5,400 sq. ft. lots are roughly half the size of the adjacent Rainbow Ridge lots. In order achieve a more harmonious compatibility, Wheat Ridge must mandate the reduction of the maximum allowable building height from 35 feet to 28 feet, adjust the unbuffered perimeter loop road and sidewalk to establish a dedicated, developer-funded 15-foot landscape buffer along our shared property lines and also require that the developer to build and pay for a solid privacy fence. This fence should utilize the 20% height variance allowed by adjacent Arvada planning guidelines to stand at 7.2 feet for necessary privacy screening. If the event that the developer is unwilling to embrace and include these compatibility standards directly into the zoning law of the ODP, I respectfully request that the City Council to utilize the required supermajority vote to DENY this application. With thanks, Kevin Fricker

Matt & Olivia Oliver

· Jun 17, 2026 · 11:37am

Option B: Deeply Impacted / Bordering Property Owners (Detailed) RE: Formal Objection & Requested ODP Amendments for Case WZ2409 My property directly borders (5300 Tabor) the proposed Wheat Ridge Station Village project. I strongly OPPOSE the current Outline Development Plan (ODP) because it completely fails to provide transitional compatibility between this dense new development and our established neighborhood. By forcing a 24-foot private road and a 5-foot sidewalk flush against our property lines, the developer has subjected bordering residents to "two front yards"—stripping away our backyard privacy and pushing active traffic and headlight glare directly against our boundaries. The developer's refusal to provide a transition directly conflicts with Chapter 4 of the 2025

ATTACHMENT 3

Wheat Ridge City Plan's Ward Station Focus Area Map, which applies Special Case #3 rules directly to Swadley Street to protect our existing single-unit homes. The City Plan explicitly dictates that in these transitional zones, bulk plane regulations, setbacks, screening, and landscape buffers should be the norm to avoid the imposition of additional height on adjoining properties. Because an ODP serves as a custom zoning law, the City has the full legislative authority to demand strict compatibility standards. I request that the Planning Commission and City Council refuse to approve this project unless the following three items are written directly into the ODP as non-negotiable conditions of approval: A 28-Foot Height Limit: The current 35-foot allowance must be scaled down to 28 feet to match the maximum height of the homes in Rainbow Ridge and eliminate towering structures over our backyards. A 15-Foot Minimum Buffer Yard: The loop road must be pushed back to create a 15-foot wide, densely planted landscape buffer strip featuring canopy trees and continuous shrubs to screen our properties from vehicular impacts. A Developer-Funded 7.2-Foot Privacy Fence: The ODP text must explicitly mandate that the developer funds and constructs a solid privacy fence along the entire northern and western borders. This fence must stand at 7.2 feet, utilizing the 20% height modification supported by adjacent Arvada planning standards to ensure adequate baseline screening. A valid rezoning protest has already triggered a supermajority requirement for this case. If the applicant refuses to be legally bound by these neighborhood protections in the zoning document, the City must protect its constituents and deny this request. On a personal note: we have found Franklin the architect to be dismissive of our concerns and condescending at meetings and combative in conversation. His behavior demonstrated a lack of willingness to work with neighbors. There are many happenings behind the fence that indicate to us they are not “caring” for the property - cutting trees preemptively, crazy trash and waste on property, patrolling the fence line and discussing what trees to remove etc. We shared that our fence is behind our property line and we’d like to discuss before they start cutting - this did not happen, no tree survey or light impact surveys that were requested have been provided. As neighbors, we frequent wheat ridge businesses and would like to be treated with the same consideration as Arvada residents.

Jessica Page

· Jun 17, 2026 · 9:32am

I am writing as a resident of Rainbow Ridge in opposition to Case WZ-24-09 regarding the rezoning of 5225 Swadley Street. My husband and I have lived in the neighborhood for nearly 13 years. One of the reasons we chose Rainbow Ridge was because it offered a balance of homes, open space, privacy, and a connection to nature that is becoming increasingly rare. During our time here, we have watched the character of the surrounding

area shift dramatically as new apartments, townhomes, and other developments have been built around our neighborhood. As these projects have been approved, Rainbow Ridge has absorbed many of the impacts. Our streets are increasingly used as cut-through routes, traffic has grown significantly, and we now see far more pedestrians walking through the neighborhood because surrounding developments provide few alternatives. Yet our neighborhood has no sidewalks and has received little consideration or investment to address these added demands and safety concerns. While we understand that growth and development are part of our community's future, we believe new development should respect the residents who already live here and include reasonable protections for those most directly affected. We respectfully ask that the Planning Commission require the following provisions as conditions of approval: a maximum building height of 28 feet to match the existing neighborhood standard and maintain compatibility with surrounding homes; a minimum 15-foot landscaped buffer along the Rainbow Ridge boundary to provide meaningful separation between existing residences and the proposed active loop road; and a developer-funded 7.2-foot privacy fence, explicitly required within the Official Development Plan (ODP) text, so that this important mitigation measure is guaranteed and enforceable rather than left to future interpretation or modification. We are not asking that development be prevented. We are asking that existing residents are given the same consideration as future residents and that meaningful compatibility standards are included. Thank you for your consideration.

Garry Duncan

· Jun 17, 2026 · 9:18am

Wheatridge Council I moved to Rainbow Ridge in 1983 for a quiet suburban home. If I were ½ to 1 block further south I would be in Wheatridge. I cannot emphasize enough how much Wheatridge has deteriorated my quality of life. The continued building of density and poorly maintained roads is unbearable. The huge complex on Tabor and 50th pushes residents to walk their dogs on our streets and yards often not picking up dog excrement. RTD is a failure and traffic is frustrating. With this proposed addition PLEASE at least restrict the height of the homes and increase the setbacks and provide some privacy with a high fence. Grass is the worlds most efficient air conditioner and trees are the most efficient at removing co2 from the atmosphere. Ridge Road and Tabor feel like four-wheel drive trails because you put more traffic on them and poor maintenance. Please support the residents that use your stores and merchants versus the greedy developers. Garry Duncan, 5355 Union Way, Arvada CO 80002

Julie and Jared Hill

· Jun 17, 2026 · 8:07am

As a resident of Rainbow Ridge, my home directly borders the proposed re-zoning and development at 5225 Swadley Street, I OPPOSE the Outline Development Plan (ODP) as it completely fails to provide any sort of compatibility between this dense new development and our established neighborhood. As proposed, my back yard would face into a 24-foot private road and a 5-foot sidewalk flush against our property lines, so I and my neighbors would lose the enjoyment of the use of our backyards as it strips away our backyard privacy and pushes active traffic, additional traffic noise and headlight glaring directly into our boundaries. To date, the developer has made the residents of Rainbow Ridge promises – such as maintaining the trees on this property – which he still has not done, so I would highly doubt that they will follow the City's guidelines should the property be rezoned. My husband and I have additional concerns about how a new and densely packed housing development will impact traffic on 52nd and Tabor. That 4 way stop intersection is already hazardous, with lots of traffic on a narrow road. This new development would make this intersection even more dangerous for children walking to the school bus and for pedestrians out for a walk with their children or family dogs. Not only do we worry about this intersection in general should this new development exist but also about the access of emergency vehicles and the available water supply to support a new development. While we request that the Planning Commission and City Council refuse to approve this project, should approval occur, we request that the City enforces the following three non-negotiable conditions be written directly into the ODP, and strictly enforced: 1) A 28-Foot Height Limit: The current 35-foot allowance must be scaled down to 28 feet to match the maximum height of the homes in Rainbow Ridge and eliminate towering structures over our backyards. 2) A 15-Foot Minimum Buffer Yard: The road loop should be pushed back to create a 15-foot wide, and contain a densely planted landscape buffer strip featuring canopy trees and continuous shrubs to screen our properties from vehicular impacts. This landscape must be maintained by the development. 3) A Developer-Funded 7.2-Foot Privacy Fence: The ODP text must explicitly mandate that the developer funds and constructs a solid privacy fence along the entire northern and western borders. This fence must stand at 7.2 feet, utilizing the 20% height modification supported by adjacent Arvada planning standards to ensure adequate baseline screening. I do hope that the City takes all of our comments seriously and denies this rezoning request.

Kenzie Turner

· Jun 17, 2026 · 7:42am

Current development plans do not match existing building standards. A maximum height limit should be 28-foot height limit should be implemented to match existing structures in

adjacent neighborhoods. Also, given the number of trees and in yards of the adjacent Rainbow Ridge and due to noise resulting from increased traffic, a 15-foot minimum landscape buffer to push the loop road away from property lines. The developer should consider adding a 7.2-foot privacy fence, which is the maximum allowed height, between adjacent backyards and the new development. This new fence will improve privacy between developments and will generate a consistent look that may increase property values in the new development.

John Wabiszczewicz

· Jun 16, 2026 · 9:44pm

The proposed 35-foot structure is incompatible with the established development pattern and violates the reasonable expectations created by prior City actions. Both Wheat Ridge and Arvada legacy neighborhoods adjacent to this parcel are characterized by materially lower building heights. Prior approval of the "Alpaca Property" at 52nd and Tabor expressly contemplated a height cap at that location and a corresponding step-down into the surrounding single-family neighborhoods. That approval created clear interpretive dicta regarding the intended height transition for this corridor. The present application disregards that precedent and undermines the reliance interests of adjacent property owners. The application further fails to provide adequate perimeter protections. The absence of a permanent solid material screening wall (7.2 feet would be permitted by the City of Arvada) constitutes a material deficiency given the adjacency to long-established residential uses. Likewise, the lack of a compliant setback buffer and a substantive landscape plan is inconsistent with the City's own standards for mitigating impacts where mature trees and long-standing residential privacy expectations exist. The introduction of a new roadway behind existing homes represents an additional incompatibility and disrupts the established neighborhood pattern. Moreover, the scale disparity is significant. Adjacent residential parcels average approximately 7,500 square feet, compared to the applicant's 5,000-square-foot lots. This 50% differential underscores the incompatibility of the proposed massing and intensity with the surrounding built environment. For these reasons, the proposal, as submitted, fails to satisfy the compatibility, transition, and mitigation principles embedded in the City's land-use framework and should not be approved in its current form.

Kristin Smith

· Jun 16, 2026 · 9:22pm

As nearby residents, we OPPOSE the rezoning of 5225 Swadley St unless the Outline Development Plan (ODP) is amended to ensure true neighborhood compatibility. As

currently proposed, the ODP's high-density footprint conflicts with the newly adopted 2025 Wheat Ridge City Plan (Chapter 3). Because this parcel is explicitly designated as a Special Case #3 "Transitional Area," the city mandates that new developments achieve "Peaceful Coexistence" with established neighbors. With proposed lots nearly half the size of the adjacent Rainbow Ridge lots, the current plan fails that standard. To align this project with city policy we are simply requesting three common-sense modifications to the ODP: Height Alignment: Reduce the maximum building height from 35 feet to 28 feet to match the adjacent Rainbow Ridge standard and maintain existing homeowner privacy. No "walk up attics", no rooftop patios looking directly into neighbor's backyards. Perimeter Buffer: Adjust the perimeter loop road and sidewalk inward to establish a standard 15-foot, densely planted, landscape bufferyard along shared property lines to help mitigate traffic impacts. Privacy Fencing: Provide a developer-funded solid privacy fence. To ensure adequate screening, this should utilize the 20% height variance allowed by adjacent Arvada guidelines, standing at 7.2 feet. As residents of Rainbow Ridge for over a decade, we understand that this property will likely be developed at some point. These reasonable adjustments simply hold the developer to the intent of the City Plan. Until the applicant has embedded these basic compatibility standards into the ODP, we urge the Commission to DENY this application. Kristin Smith & Adam Duran

Joseph D Jundt

· Jun 16, 2026 · 7:57pm

I am Joe Jundt and I previously had this project under contract. At that time, I was pursuing a development plan of 49 homes. I worked closely with Franklin Salazar and frequently consulted with Planning, mainly Stephanie. I felt the plan delivered much-needed housing in the area, was close to public transportation and included a more affordable component. We were rejected primarily due to excessive density and complaints from neighboring communities. I removed myself from the project as it was no longer feasible for me to continue. Franklin addressed the neighbors' concerns and continued to work with Planning to ensure the new plan fit nicely within Wheatridge's overall comprehensive development plan. They reduced density to no more than 18 homes and created an abundance of open air space. They kept homes set back from the neighboring Arvada community and really delivered on creating a community plan that all can enjoy.

William Henderson

· Jun 16, 2026 · 5:37pm

Hello. I am a Rainbow Ridge homeowner whose property is less than 200 feet linear distance to the boundary of the subject property. I am writing to express my objection to

the proposed rezoning and Outline Development Plan unless the plan is revised to provide a more appropriate transition to the existing adjacent residential neighborhood and to address the direct impacts on neighboring homes. Rainbow Ridge is the closest developed neighborhood to the subject property. Our neighborhood is zoned RN 7.5 Low Density Residential in Arvada, with larger lots and a maximum building height of 28 feet. The proposal would place homes on approximately 5,000 square foot lots, with building heights up to 35 feet, immediately adjacent to our neighborhood. That is materially different from the scale, spacing, height, and residential character of the homes that currently border the property. The requested Planned Residential Development should not be used to approve a development pattern that is more intense than the lowest-density single-family districts that would otherwise provide a logical transition. In Wheat Ridge, R-1A requires a minimum lot area of 9,000 square feet. R-1B requires 7,500 square feet and is specifically intended to provide high quality, safe, quiet, and stable small-lot, low-density residential neighborhoods and to prohibit activities incompatible with that low-density residential character. By contrast, the proposed 5,000 square foot lots are comparable to R-1C, which is characterized as medium-density single-unit residential. Placing medium-density lot sizes directly against an existing low-density neighborhood, without stronger transition standards, is not compatible planning. The fact that another development on the opposite side may include smaller lots or 35-foot heights does not resolve this concern. The most directly affected existing homes are in Rainbow Ridge. Compatibility should be measured at the shared boundary where the impacts will actually occur, not by averaging the proposed development between different surrounding conditions. A proper transition should step intensity down toward the established low-density neighborhood, not place the smallest lots and tallest homes directly adjacent to it. The height issue is especially important. A 35-foot structure is seven feet taller than Rainbow Ridge's own height limit. On 50-foot-wide lots, that additional height is not theoretical. It changes the relationship between the new homes and existing backyards. It creates avoidable shadowing, privacy, and light impacts that do not exist today and that have not been meaningfully studied in the record. First, no shadow study has been provided. Seven or more 35-foot homes along the boundary could cast shadows into adjacent backyards, affecting sunlight access, garden viability, and ordinary outdoor use. The City Plan's Special Case #3 recognizes this type of transition issue by recommending upper-floor stepbacks on multi-story buildings facing residential properties. The ODP includes graduated perimeter setbacks, but it does not require upper-floor stepbacks. A ground-level setback alone does not address the actual massing and shadow impacts of a second or third story at 35 feet. Second, the privacy impacts have not been adequately addressed. Upper-floor windows, decks, and living spaces at 35 feet on narrow lots create direct sightlines into adjacent backyards from a height and proximity that does not exist under current surrounding conditions. The City

Plan recognizes that upper-floor decks should not infringe on neighboring privacy, but the ODP does not include an enforceable standard preventing this impact. There is no analysis of window placement, deck orientation, screening, stepbacks, or other design controls to protect existing residents. Third, the proposal would materially change the nighttime environment. Today, Rainbow Ridge borders an agricultural property. The proposed development would introduce multiple homes, upper-floor windows, garage lighting, exterior fixtures, vehicle lighting, and ambient residential light along the boundary. No photometric analysis has been conducted, and no enforceable lighting controls have been included that are tailored to protect adjacent homes. This is a significant omission given the height, proximity, and number of proposed homes along the boundary. For these reasons, the current ODP does not provide an adequate transition to Rainbow Ridge. At minimum, the approval should be conditioned on the following changes: 1. Height: Reduce the maximum building height along the Rainbow Ridge boundary from 35 feet to 28 feet to match the existing Rainbow Ridge height limit. 2. Lot size and scale: Increase the lots and home spacing along the Rainbow Ridge boundary so that the edge of the development is more consistent with the adjacent low-density neighborhood, rather than using 5,000 square foot lots directly against existing larger-lot homes. 3. Buffer: Move the perimeter loop road back and create a minimum 15-foot landscaped bufferyard between our properties and the driving lane, with meaningful plantings designed to screen headlights, reduce noise, and soften the transition. 4. Fencing: Require a developer-funded solid 7.2-foot privacy fence, utilizing the 20% height variance supported by Arvada planning, and write that requirement directly into the ODP text so it is enforceable. 5. Stepbacks and privacy controls: Require upper-floor stepbacks, restrictions on upper-floor decks facing Rainbow Ridge, and privacy-oriented window placement or screening for homes along the shared edge. 6. Lighting controls: Require a photometric study and enforceable dark-sky-style lighting standards, including fully shielded exterior fixtures, limits on spillover, and controls on rear-facing and upper-level lighting along the Rainbow Ridge boundary. These requests are reasonable. They do not prevent development of the property. They simply require the developer to design the project so that it transitions appropriately to the existing homes that are closest to and most affected by the proposal. A Planned Residential Development should improve site planning and compatibility, not be used to bypass the lot size, height, buffering, and design protections that would otherwise preserve the character and livability of adjacent neighborhoods. For these reasons, I respectfully request that the City deny the current proposal as submitted or require revisions to the ODP that include the height, lot-size, buffer, fencing, privacy, stepback, and lighting protections described above.

Jill Egburtson

· Jun 16, 2026 · 3:12pm

Need less dense neighborhood than proposed, a 15 foot buffer against existing neighborhood, with a developer funded 7.2 ft privacy fence. Height max of 28 feet not to exceed heights currently in place in the established Rainbow Ridge neighborhood. All of this must be in writing, in the developer plans, before any change in land use can 'possibly' be approved.

Mark Hudson

· Jun 16, 2026 · 11:51am

As a long standing homeowner in the Rainbow Ridge community, we have been overwhelmed with all the new developments that have negatively impacted our neighborhood. While we know that it will happen we do ask that it be limited in its impact on our neighborhood. -Building height not to exceed 28 feet -15 foot buffer for any road to property line -Mandated 7' fence built by developer to minimize all horrible impacts. We oppose this development and urge it to steer away from high density build and all the infrastructure drain caused Sincerely Mark Hudson 12114 W 54th drive

Ross and Marie Fellenstein

· Jun 16, 2026 · 11:31am

As Rainbow Ridge residents, we are writing to formally oppose the rezoning of 5225 Swadley St from Agricultural-Two (A-2) to Planned Residential Development (PRD) unless major modifications are made to ensure neighborhood compatibility. We strongly oppose the current Outline Development Plan (ODP), Case Number: WZ2409. 1) This proposal directly violates the newly adopted Wheat Ridge City Plan (2025, Chapter 3), which explicitly designates this parcel as a Special Case #3 'Transitional Area' with established neighbors. This project fails to prove height compatibility between surrounding established neighborhoods and the proposed dense new development. To maintain compatibility with surrounding neighborhoods, and as an ODP serves as a custom zoning law, the City has the full legislative authority to demand strict compatibility standards. We request the Planning Commission and City Council require the following by the ODP as non-negotiable conditions of approval: Height limitation compatible with surrounding neighborhood height requirement of 28’ RN75 A 28-Foot Height Limit: The current 35-foot allowance must be scaled down to 28 feet to match the maximum height of the homes in Rainbow Ridge and eliminate towering structures. 2) The proposed ODP racetrack-style drive lacks compatibility with the surrounding neighborhoods and contradicts the Wheat Ridge and Colorado glare light pollution code and movement as well as Wheat Ridge Noise Ordinance. Maintaining consistency in neighborhood street design—covering pedestrian

safety, traffic calming measures, and aesthetic harmony—is essential for fostering livable and well-functioning communities. According to Wheat Ridge Code Enforcement Sec. 26-412, C-1, “The proposed street layout shall provide for the continuation of existing, planned or platted streets in the surrounding area.” Unreasonable noise means any noise, which because of its loudness and frequency and while taking into consideration its location and the nature of the typical urban environment, unreasonably disturbs the comfort, peace or health of others and continues for 15 minutes in a two-hour period. The proposed race-track style drive is likely to contribute to excessive noise levels. Chapter 15 of the Wheat Ridge nuisance code classifies any unreasonable light emission that causes momentary blindness, significantly reduces vision, or annoys a person of "ordinary sensitivities" as a potential nuisance. Although sometimes overlooked, vehicle headlights are a common source of artificial light during nighttime hours. This ODP, as proposed, will usher car traffic around the housing development parallel to the Rainbow Ridge neighborhood contradicting compatibility with surrounding neighborhoods, increasing noise levels and increasing nighttime glare pollution. 3) Shared Areas/PA2 details. Wheat Ridge Zoning Article I, Section 26 requires the developer to provide details related to common areas and amenities. This proposal omits detailed information regarding the development of the northern portion of the property designated PA2. 4) Traffic Impact Study requirement. This development proposal is subject to a Traffic Impact Study, which has not yet been completed. Whenever a new development or proposed land use is expected to generate peak hour traffic on adjacent streets, produce 60 or more trips, the applicant shall provide a Traffic Impact Study. According to the Bureau of Transportation Statistics, one single-family household averages 5-6 vehicle trips daily. Using this statistic, the proposed development will generate more than 60 trips daily. 5) A Developer-Funded 7.2-Foot Privacy Fence: We trust the Wheat Ridge Planning Commission and City Council will reject the Wheat Ridge Station Village proposal as currently presented. In the unfortunate event that this existing proposal moves forward, the ODP text should explicitly mandate that the developer funds and constructs a solid privacy fence along the entire northern and western borders. This fence must stand at 7.2 feet, utilizing the 20% height modification supported by adjacent Arvada planning standards to ensure adequate baseline screening. For the reasons listed above, we oppose and request denial of the Wheat Ridge Station Village Project as proposed. Thank you for your time and attention to this matter. Ross and Marie Fellenstein

Ross and Marie Fellenstein

· Jun 16, 2026 · 11:30am

As Rainbow Ridge residents, we are writing to formally oppose the rezoning of 5225 Swadley St from Agricultural-Two (A-2) to Planned Residential Development (PRD) unless major modifications are made to ensure neighborhood compatibility. We strongly oppose the current Outline Development Plan (ODP), Case Number: WZ2409. 1) This proposal directly violates the newly adopted Wheat Ridge City Plan (2025, Chapter 3), which explicitly designates this parcel as a Special Case #3 'Transitional Area' with established neighbors. This project fails to prove height compatibility between surrounding established neighborhoods and the proposed dense new development. To maintain compatibility with surrounding neighborhoods, and as an ODP serves as a custom zoning law, the City has the full legislative authority to demand strict compatibility standards. We request the Planning Commission and City Council require the following by the ODP as non-negotiable conditions of approval: Height limitation compatible with surrounding neighborhood height requirement of 28' RN75 A 28-Foot Height Limit: The current 35-foot allowance must be scaled down to 28 feet to match the maximum height of the homes in Rainbow Ridge and eliminate towering structures. 2) The proposed ODP racetrack-style drive lacks compatibility with the surrounding neighborhoods and contradicts the Wheat Ridge and Colorado glare light pollution code and movement as well as Wheat Ridge Noise Ordinance. Maintaining consistency in neighborhood street design—covering pedestrian safety, traffic calming measures, and aesthetic harmony—is essential for fostering livable and well-functioning communities. According to Wheat Ridge Code Enforcement Sec. 26-412, C-1, "The proposed street layout shall provide for the continuation of existing, planned or platted streets in the surrounding area." Unreasonable noise means any noise, which because of its loudness and frequency and while taking into consideration its location and the nature of the typical urban environment, unreasonably disturbs the comfort, peace or health of others and continues for 15 minutes in a two-hour period. The proposed race-track style drive is likely to contribute to excessive noise levels. Chapter 15 of the Wheat Ridge nuisance code classifies any unreasonable light emission that causes momentary blindness, significantly reduces vision, or annoys a person of "ordinary sensitivities" as a potential nuisance. Although sometimes overlooked, vehicle headlights are a common source of artificial light during nighttime hours. This ODP, as proposed, will usher car traffic around the housing development parallel to the Rainbow Ridge neighborhood contradicting compatibility with surrounding neighborhoods, increasing noise levels and increasing nighttime glare pollution. 3) Shared Areas/PA2 details. Wheat Ridge Zoning Article I, Section 26 requires the developer to provide details related to common areas and amenities. This proposal omits detailed information regarding the development of the northern portion of the property designated PA2. 4) Traffic Impact Study requirement. This development proposal is subject to a Traffic Impact Study, which has not yet been completed. Whenever a new development or proposed land use is expected to generate

peak hour traffic on adjacent streets, produce 60 or more trips, the applicant shall provide a Traffic Impact Study. According to the Bureau of Transportation Statistics, one single-family household averages 5-6 vehicle trips daily. Using this statistic, the proposed development will generate more than 60 trips daily. 5) A Developer-Funded 7.2-Foot Privacy Fence: We trust the Wheat Ridge Planning Commission and City Council will reject the Wheat Ridge Station Village proposal as currently presented. In the unfortunate event that this existing proposal moves forward, the ODP text should explicitly mandate that the developer funds and constructs a solid privacy fence along the entire northern and western borders. This fence must stand at 7.2 feet, utilizing the 20% height modification supported by adjacent Arvada planning standards to ensure adequate baseline screening. For the reasons listed above, we oppose and request denial of the Wheat Ridge Station Village Project as proposed. Thank you for your time and attention to this matter. Ross and Marie Fellenstein

Ryan and Elizabeth Walker

· Jun 16, 2026 · 10:18am

We are residents of Rainbow Ridge and are writing to express our strong opposition to a zone change involving the land just east of Tabor Street and the Rainbow Ridge community (from Agriculture-Two (A-2) to Planned Residential Development (PRD) to build a 18-home subdivision). In the last decade, we have witnessed our quiet neighborhood transformed by a number of high density housing projects with virtually no expansion of infrastructure. Driving on Ward Road and neighboring side roads has become a headache. There is too much noise, too many people, and too much congestion already in our area. We specifically request the following: 1) Height: Lowering the maximum building height from 35 feet to 28 feet to match the existing Rainbow Ridge maximum. 2) Buffer: Moving the perimeter loop road back to create a 15-foot wide landscaped bufferyard between our properties and their driving lane. 3) Fencing: Requiring a developer-funded, solid 7.2-foot privacy fence (utilizing the 20% height variance supported by Arvada planning) written directly into the ODP text. Thank you for your consideration

ERNEST FULLER JR

· Jun 16, 2026 · 9:11am

Dear Planning Commission, Please reject the application. In lieu of rejection, please require the developer to provide the following: 1. A 28-foot height limit to match the existing neighborhood standard. 2. A 15-foot minimum landscape buffer to push the active loop road away from Rainbow Ridge property lines. 3. A mandated, developer-funded 7.2-foot

privacy fence is written directly into the ODP text. Thank you for your consideration. Sincerely, Ernest and Laura Fuller 12275 W 54th DR (Rainbow Ridge) Arvada, CO 80002

Jill Fricker

· Jun 16, 2026 · 8:24am

Trust that instinct. It's right, and here's the principle behind it. A letter and an online comment are different instruments. A letter can carry rhetorical heat because it reads as one person making a case. An online comment goes straight into the public record, sits next to your neighbors' comments, and gets read by staff, Council, and the developer's team. In that setting, the hottest voice in the record is the one the applicant quotes to paint the whole opposition as unreasonable. You don't want to hand them that. The persuasive power here was never the heat anyway. It's the specificity plus the fact that you're holding the city to its own adopted language. So let the plan throw the punches and keep your tone flat and surgical. Here's a cooler, tighter version calibrated for a comment field. Same position, same three asks, all spine and no editorializing: Re: Rezoning of 5225 Swadley St (A-2 to PRD) I'm a resident near 5225 Swadley St, and I oppose the proposed rezoning as currently drafted. I'm not opposed to development on this parcel. I'm opposed to this Outline Development Plan, because it doesn't meet the standard the city has already set for this site. The 2025 Wheat Ridge City Plan (Chapter 3) designates this parcel as a Special Case #3 "Transitional Area" and calls for new development to achieve "Peaceful Coexistence" with established neighbors. The current plan doesn't. Its 5,400 square foot lots are roughly half the size of the adjacent Rainbow Ridge lots, which is not a transition between scales. To meet the City Plan's own compatibility standard, I ask that the following be written into the ODP: 1. Cap building height at 28 feet to match the Rainbow Ridge standard. 2. Establish a developer-funded 15-foot landscaped buffer along shared property lines, with the perimeter road and sidewalk set back accordingly. 3. Require the developer to build and fund a solid privacy fence at 7.2 feet, using the 20% height variance recognized in adjacent Arvada guidelines. These are reasonable conditions that hold the development to the plan the city just adopted. If they cannot be embedded in the ODP, I respectfully ask the Council to deny the application.

Beth Dunham

· Jun 16, 2026 · 8:08am

As a neighboring resident, I am writing to oppose the rezoning of 5225 Swadley Street from Agricultural-Two (A-2) to Planned Residential Development (PRD) unless meaningful changes are made to ensure compatibility with the existing neighborhood. The proposed development, as currently drafted, does not adequately respect the scale, character, and

privacy of the surrounding residential community. The Wheat Ridge City Plan identifies this area as a transitional area where new development should coexist peacefully with established neighborhoods. That goal can only be achieved if clear, enforceable protections are included in the Outline Development Plan (ODP). My concerns are not with development itself, but with ensuring that any development adjacent to existing homes includes reasonable standards that protect neighboring residents. Specifically, I am requesting that the following requirements be incorporated directly into the ODP: 1. **A maximum building height of 28 feet** to match the existing neighborhood standard and maintain compatibility with adjacent homes. 2. **A minimum 15-foot landscaped buffer** along shared property lines to create meaningful separation between existing residences and the proposed active loop road, reducing noise, headlights, and other impacts. 3. **A developer-funded 7.2-foot privacy fence** that is explicitly required in the ODP text. This requirement should be written directly into the approved plan so that neighboring residents have certainty that adequate privacy screening will be provided. These are reasonable and necessary measures to ensure that new development can coexist with the established neighborhood while preserving privacy, safety, and quality of life for current residents. If these compatibility standards are not incorporated directly into the ODP, I respectfully urge City Council to deny the rezoning application.

clay labrec

· Jun 16, 2026 · 7:34am

Re: Case WZ-24-09 — Wheat Ridge Station Village (5225 Swadley St). I am Clay LaBrec, owner of 5280 Tabor Street, an adjacent property owner on the development's west boundary in Rainbow Ridge Filing No. 2, and a party to the protest on file. I respectfully ask the Commission and Council to DENY this rezoning. It does not meet the zone-change criteria, and a protest is on file requiring a three-fourths (6 of 8) vote. 1. Incompatible with the surrounding area. To the west are established single-family homes on 7,500 sq ft lots, built around 1980, none taller than about 28 feet. To the east is a working horse stable and open pasture; to the north, more homes and undeveloped open land. The proposal — up to 18 detached homes at 35 feet and three stories on 5,000 sq ft lots, in two rows turned inward — is denser and taller than the suburban neighborhood to the west and more built-up than the rural, equestrian land to the east. It is congruent with neither. 2. The design pushes its impacts outward onto existing neighbors. The homes face inward to a private pocket park, while their backs, garages, and a 24-foot private drive face outward at my rear lot line. My home already fronts Tabor Street; this plan would impose a second street-like condition — pavement, headlights, and garage walls — against my backyard, where there is now open land. The amenity is kept inside for the new residents; the traffic and bulk are

exported to the people already here. That is not a compatible transition between a neighborhood and a new development. 3. Minimum lots, minimum setbacks, maximum height — stacked together. With 5-foot side setbacks on a 50-foot-wide lot, a home can span 40 feet of that width, rising three stories to 35 feet, on a 5,000 sq ft lot. Set against the neighboring 7,500 sq ft, single-story and split level homes, that is a fundamentally different and incompatible scale. 4. The advertised density understates the reality. Spread across the whole 4.97 acres the project reads as 2.8 units per acre, but on the 2.10 acres of actual residential lots it is 6.7 units per acre at 14 homes — and 8.6 at 18. 5. Bind the count to 14. The ODP states 14 dwelling units maximum, yet the hearing notice describes 'up to 18.' If 14 is genuinely the plan, capping the approval at 14 costs the applicant nothing; preserving an 18-unit ceiling reserves headroom for 29% more density, and ODP standards run with the land regardless of the current concept. 6. The PA2 'common area' entitlements are open-ended and permanent. They run with the land far beyond what today's concept illustrates, and should be defined and narrowed before any approval. 7. Drainage is unresolved. The Wannamaker Ditch and its headgate condition are deferred to a later plan rather than addressed now. For these reasons the application should be denied. If approval is nonetheless recommended, it should at minimum be conditioned on: (a) a hard cap of 14 dwelling units; (b) homes abutting the Rainbow Ridge boundary limited to two stories and about 28 feet, with no rooftop decks facing the west or north property lines; (c) an enlarged setback and landscaped buffer where the private drive abuts the west boundary; (d) PA2 permitted uses defined and narrowed; and (e) drainage resolved before approval rather than deferred. Thank you for considering these comments.

Sara Hatayama, Hidden Lane Stable

· Jun 15, 2026 · 11:55pm

My family and I own and operate the horse barn located at 11721 W. 52nd Ave in Wheat Ridge, adjacent to the property at 5225 Swadley on the East side. Our barn serves as a safe haven for over 50 children, youth, and adults, looking to escape the stress and angst of city life without having to commute into a truly rural area. They find respite in the tranquil atmosphere our barn provides. Rezoning this property further reduces the agricultural nature of the area, negatively impacting my business and livelihood, as well as causing stress to the horses, not to mention the owls, hawks, foxes, and coyotes we know live in the trees and fields slated to be developed. Horses are being pushed out of the Arvada area, and I hate to see the same for Wheat Ridge. This change in character will have a dramatic and negative effect on the many neighbors who have told me how happy it makes them to see our horses out in paddocks or who bring their children to ride. Horses are unpredictable animals, and having a road directly next to our riding arena is a very real

danger and risk to the many riders of all ages that come to my facility. A 6 ft fence with small buffer zone will do very little to protect a 1000lb flight animal from bolting when a delivery truck or motorcycle speeds by, as happens on any road. I am in STRONG opposition to Case WZ-24-09 for the rezoning of this property. If the city of Wheat Ridge insists this is unavoidable, the ODP plan MUST include binding language that a minimum of a 7.2' fence, as solid and as sound-proof as possible, preferably sat on top of a berm, be installed BEFORE construction begins, and contains at least a 15-foot yard, densely planted with trees and shrubs to help protect our horses carrying precious lives. Of note, the 6ft fence and buffer zone to our East does very little - Horses regularly spook when someone opens their porch door to let a dog out, and we can see directly into their kitchens and living spaces. Additionally, I would like to mention that the developer of this property has already broken promises and failed to communicate with us on numerous occasions, so we are very concerned that this pattern will continue to negatively impact our daily operations.

Jodi Dodge

· Jun 15, 2026 · 10:32pm

RE: Opposition to Case No. WIZ-24-09 – 5225 Swadley Street To Whom It May Concern, I respectfully oppose the proposed zoning change for the 5-acre property located at 5225 Swadley Street (Case No. WZ-24-09). This proposal raises serious concerns regarding the cumulative impacts of continued residential development on local infrastructure, public services, and natural resources. Existing roads, traffic corridors, utilities, schools, and emergency services are already experiencing increased demand from recent development throughout the surrounding area. Approving additional density without corresponding infrastructure improvements will further strain these systems and diminish the quality of life for current residents. The proposal also contributes to ongoing pressure on natural resources, including water availability, stormwater management systems, wildlife habitat, and open-space character. As growth continues, these environmental impacts become increasingly significant and should be carefully considered before additional density is approved. Equally important, residents of the surrounding communities have repeatedly expressed opposition to continued housing projects. Public input over many years has demonstrated a strong desire to preserve the established character, history, and lifestyle that have long defined this area. Incremental approvals of dense development have steadily altered the community's identity, reduced open space, increased congestion, and eroded the rural and historic character that attracted many residents to this area in the first place. Land-use decisions should reflect not only development interests but also the long-term vision of the community and the capacity of local infrastructure and resources to

support growth responsibly. Until these concerns are adequately addressed, I urge the decision-makers to deny the requested zoning change for Case No. WZ-24-09. Thank you for your consideration. Jodi Dodge

Colleen McClary

· Jun 15, 2026 · 9:33pm

I'm writing in opposition to Case WZ-24-09. We are 25 year residents of Rainbow Ridge and Arvada. We have watched as developments on every side of our neighborhood have be recklessly CRAMMED IN and have completely lost all balance of neighborhoods and open space that have been the pride of this area effecting nature, habitat and ecosystem. This isn't an urban area! We have already experienced an influx of traffic in our neighborhood that does not have sidewalks and have had no consideration for this effect....no speedbumps added, no additions in the developers plan to ease the impact to our neighborhood. The City of Wheat Ridge should consider working with City of Arvada to ease these issues. 1. Height Limitation: Reduce the maximum allowable building height from 35 feet to 28 feet to perfectly match the adjacent Rainbow Ridge standard. 2. Landscaped Buffer: Move the unbuffered perimeter loop road and sidewalk back to establish a dedicated, developer-funded 15-foot landscape buffer yard along our shared property lines. 3. Mandated Fencing: Include a strict requirement in the ODP text forcing the developer to build and pay for a solid privacy fence. This fence should utilize the 20% height variance allowed by adjacent Arvada planning guidelines to stand at 7.2 feet for necessary privacy screening. If the developer is unwilling to embed these compatibility standards directly into the zoning law of the ODP, I urge the City Council to utilize the required supermajority vote to DENY this application.

Pete and Irene Grundin

· Jun 15, 2026 · 3:37pm

I recently moved to Arvada to be closer to family. I chose this area specifically because of its neighborhood character — established homes, open space, and a community feel that is becoming increasingly rare in the Denver metro. I am writing in opposition to Case WZ-24-09. The proposed development would place homes taller and more densely packed than anything the surrounding neighborhood allows, directly bordering an established Arvada neighborhood. I moved here because of what this community is. Approving development that is incompatible with that character — and that sets a precedent for every remaining open parcel in the area — changes what this community will become. I request denial of this application.

Matthew Dunn

· Jun 15, 2026 · 3:27pm

As a resident of Rainbow Ridge, my home directly borders the proposed re-zoning and development at 5225 Swadley Street, I OPPOSE the Outline Development Plan (ODP) as currently presented. The buildings are too tall (35 feet tall compared to 28 feet of adjacent homes), there are too many buildings (with the option to include up to 18 and ADUs), the loop road is too close to existing properties in Rainbow Ridge (the road itself should not be included in the 15 ft buffer), and the privacy fence is too short (6 ft. instead of 7.2 ft.). The proposed development on a property of this size (approx. 5.5 acres) and in this location (bordered by existing neighborhoods) does not promote the health, safety, and general welfare of the surrounding community and it presents significant adverse effects to the adjacent Rainbow Ridge neighborhood. There have been few meaningful studies to prove otherwise and the developers cannot assume there will not be any adverse effects on the surrounding neighborhoods. There is strong opposition to this development among the residents of Rainbow Ridge and neighboring communities (as evident by the formal protest) for it does not support a cohesive community. While this property has the potential to create a cohesive community between Arvada and Wheat Ridge residents, the current proposal does not support this cohesiveness nor does it support the Planned Development Review criteria. Therefore, the City of Wheat Ridge must consider this, as well as public interest, needs, and the impact this change will have on the surrounding neighborhoods and deny this request.

Alex Randolph

· Jun 15, 2026 · 3:21pm

I was born and raised in Jefferson County and have watched it change dramatically over the years. I live in Golden and spend time in the Rainbow Ridge area visiting family. I'm writing in opposition to Case WZ-24-09. One of the things that has always defined Jefferson County is its balance of neighborhoods and open space, that character is harder and harder to find as more agricultural land gets converted into dense residential development. This proposal would replace open agricultural land with homes more densely packed than the neighborhood directly next to it. And it further add to the mass of dense and near identical housing already in the area, completely wiping out the character of the area. It also would completely wipe out the habitats of several animals, only adding to the drop in ecosystem maintaining wildlife in Jeffco. Jefferson County's character and ecosystem is worth protecting. I request denial.

Leah Vescovi

· Jun 15, 2026 · 11:47am

As a nearby resident, I am writing to formally OPPOSE the rezoning of 5225 Swadley St from Agricultural-Two (A-2) to Planned Residential Development (PRD) unless major modifications are made to ensure neighborhood compatibility. The current Outline Development Plan (ODP) represents an incompatible, high- density footprint that fails to respect the surrounding residential scale. This proposal directly violates the newly adopted Wheat Ridge City Plan (2025, Chapter 3), which explicitly designates this parcel as a Special Case #3 'Transitional Area'; and mandates that new development achieve 'Peaceful Coexistence' with established neighbors. The proposed 5,400 sq. ft. lots are roughly half the size of the adjacent Rainbow Ridge lots. To achieve true compatibility, the city must mandate the following structural changes to the ODP: 1. Height Limitation: Reduce the maximum allowable building height from 35 feet to 28 feet to perfectly match the adjacent Rainbow Ridge standard. 2. Landscaped Buffer: Move the unbuffered perimeter loop road and sidewalk back to establish a dedicated, developer-funded 15-foot landscape bufferyard along our shared property lines. 3. Mandated Fencing: Include a strict requirement in the ODP text forcing the developer to build and pay for a solid privacy fence. This fence should utilize the 20% height variance allowed by adjacent Arvada planning guidelines to stand at 7.2 feet for necessary privacy screening. If the developer is unwilling to embed these compatibility standards directly into the zoning law of the ODP, I urge the City Council to utilize the required supermajority vote to DENY this application.

Anthony Vescovi

· Jun 14, 2026 · 6:36pm

As a nearby Rainbow Ridge resident, I am writing to oppose the Outline Development Plan (ODP) as currently constructed. I appreciate the opportunity to engage in this process and respectfully offer the following recommendations to ensure compatibility with the existing neighborhood and to promote thoughtful, context-sensitive development. 1. Building Height Compatibility We request that the maximum building height be reduced from the proposed 35 feet to 28 feet. This adjustment would align the development with the established maximum height within the Rainbow Ridge neighborhood, thereby maintaining visual continuity, preserving neighborhood character, and reducing potential impacts related to scale, privacy, and viewsheds. 2. Perimeter Buffer and Setback We strongly encourage repositioning the proposed perimeter loop road to allow for a minimum 15-foot-wide landscaped bufferyard between the development and adjacent residential properties. A meaningful buffer of this width would help mitigate impacts associated with vehicle traffic, noise, headlights, and general activity, while also enhancing the aesthetic transition between land uses. 3. Privacy Fencing Requirement To further protect neighboring properties, we request that the development include a developer-funded, solid privacy

fence with a height of 7.2 feet. This height is consistent with the 20% variance supported by Arvada planning standards and should be explicitly incorporated into the Official Development Plan (ODP) text to ensure enforceability. A solid fence of this nature would significantly improve privacy, security, and noise attenuation for existing residents. These recommendations are intended to support a development outcome that is respectful of existing residents while still allowing for reasonable project viability. By addressing building height, buffering, and fencing in a proactive manner, the project can better integrate into the surrounding community and minimize adverse impacts. Thank you for your consideration of these comments and for your commitment to balanced and thoughtful planning.

Patricia Davies / John Nell

· Jun 14, 2026 · 2:33pm

Patricia Davies / John Nell 6/14/2026 Our property at 5210 Tabor Street, directly borders the proposed Wheat Ridge Station Village project. We strongly OPPOSE the current Outline Development Plan (ODP) because it completely fails to provide transitional compatibility between this dense new development and our established neighborhood. By forcing a 24-foot private road directly behind our property lines, the developer has subjected our single-story home to "two front yards"—stripping away our backyard privacy and pushing active traffic and headlight glare directly against our boundaries. This will cause our home to be surrounded on three sides by traffic noise and lights since we are also bordered on the south side of our property by 52nd Avenue. The entrance to the proposed development will be directly across from our bedroom thus further impacting our privacy and quality of life. Forcing an active driving lane directly behind established bedroom windows and backyards is an aggressive layout that completely disregards the mandate for peaceful coexistence. The developer's refusal to provide a transition directly conflicts with Chapter 4 of the 2025 Wheat Ridge City Plan's Ward Station Focus Area Map, which applies Special Case #3 rules directly to Swadley Street to protect our existing single-unit homes. The City Plan explicitly dictates that in these transitional zones, bulk plane regulations, setbacks, screening, and landscape buffers should be the norm to avoid the imposition of additional height on adjoining properties. Because an ODP serves as a custom zoning law, the City has the full legislative authority to demand strict compatibility standards. I request that the Planning Commission and City Council refuse to approve this project unless the following three items are written directly into the ODP as non-negotiable conditions of approval: • A 28-Foot Height Limit: The current 35-foot allowance must be scaled down to 28 feet to match the maximum height of the homes in Rainbow Ridge and eliminate towering structures over our backyards. The proposed homes in this development would be significantly taller than

our current ranch level home directly adjacent to the property. • A 15-Foot Minimum Buffer Yard: If implemented, the loop road must be pushed back to create a 15-foot wide, densely planted landscape buffer strip featuring canopy trees and continuous shrubs to screen our properties from vehicular impacts. • A Developer-Funded 7.2-Foot Privacy Fence: The ODP text must explicitly mandate that the developer funds and constructs a solid privacy fence along the entire northern and western borders. This fence must stand at 7.2 feet, utilizing the 20% height modification supported by adjacent Arvada planning standards to ensure adequate baseline screening. A valid rezoning protest has already triggered a supermajority requirement for this case. If the applicant refuses to be legally bound by these neighborhood protections in the zoning document, the City must protect its constituents and deny this request as the applicant has failed to meet the required legal burden and we recommend denial of Case WZ-24-09. Thank you for your consideration.

Bette K. Bushell

· Jun 12, 2026 · 12:32pm

TO WHEAT RIDGE CITY COUNCIL: My husband, Stan Armstrong, and I have lived in Rainbow Ridge since it was first developed. Our address is 5290 Tabor Street. We OPPOSE the proposed development. We are original owners in the neighborhood, having moved into our home in December, 1978. During the last forty-eight years of living in this corner of Arvada, we have seen many changes, such as the llama field being turned into townhomes, Tabor Street south of 52nd having bumper to bumper vehicles parked along the east and west sides of the street, and traffic along Ward Road to be at capacity during busy times of the day. While we have always expected development to occur in the fields behind us, we have also always hoped it would be a development consistent with the surrounding area. The development plans that we have been given are not consistent with the surrounding area. These plans indicate that the homes will be three stories high, there will be an alley/private road directly behind our fence along our backyard, and no indication of the required fencing surrounding the development. We request that the Wheat Ridge City Council deny the application until the developer will reduce the height of the structures to 28 feet, provide a landscaped buffer around the perimeter of the development and provide the required fencing. The thought of losing the quiet peacefulness that we have enjoyed for so many years is very sad to us. While the proposed development will impact the houses along Tabor Street and W. 53rd Place the most, it will have an impact on the entire Rainbow Ridge neighborhood, as well as the Wheat Ridge neighborhood south of 52nd on Simms and Swadley. Please be very mindful of the impact this requested development will have on the surrounding areas and we request that you deny the plans in their current form. Thank you. Bette Bushell

Danielle Dunn

· Jun 11, 2026 · 9:01pm

I am a Rainbow Ridge resident whose property directly borders the proposed development at 5225 Swadley Street. I oppose this application as presented — not development of this property, but the standards this specific design introduces at the shared boundary. My full written comments are attached. **Density and height: The proposed homes reach 35 feet tall, 7 feet taller than Rainbow Ridge's own height limit, on lots 33% smaller than our neighborhood allows. Staff concludes the density is comparable to R-1 by averaging homes across the entire site including open space and the loop road. Zoning standards operate at the parcel level, not as a site average, making this comparison inaccurate. Furthermore, the ODP permits up to 18 homes plus an ADU on every lot, meaning the actual density could be significantly higher than what the comparison uses. When evaluated using standard zoning practice, lot by lot, the proposed lots DO NOT MEET ANY standard Wheat Ridge residential zone. The City Plan's peaceful coexistence standard requires compatibility with the actual adjacent neighborhood. Rainbow Ridge is zoned RN-7.5 in Arvada with 7,500 square foot minimum lots and a 28-foot height limit. These are not compatible standards. This represents an adverse effect under Criterion 1, fails the peaceful coexistence standard under Criterion 4, and introduces development standards more intensive than any existing Wheat Ridge residential zone under Criterion 2. **The loop road: The loop road carries 100% of vehicular traffic for all 18 homes along the western boundary at all hours, introducing noise, headlights, and required road lighting where none exists today. Standard planning practice screens residential properties from roads. Here the road is positioned at the boundary and called the buffer. A road is not a buffer. It is the impact a buffer is supposed to address. The City Plan requires development to be visually screened from adjacent residential uses and to peacefully coexist with the established neighborhood it borders. A 6-foot fence and a 5-foot landscape buffer with no specified plantings blocks sight at ground level but does not block headlights, road lighting, or sightlines from 35-foot homes looking directly over it. This is an adverse effect under Criterion 1, a failure of the peaceful coexistence standard under Criterion 4, and demonstrates that the PRD process did not achieve compatible development through proper buffering as required under Criterion 2. **No studies have been done: Determining whether a development causes significant adverse effects on adjacent properties requires evidence, not assumptions. The western boundary of this development has no light study, no acoustic analysis, no shadow study, and no tree assessment. The traffic study exists but provides an incomplete picture of the western boundary condition. None of this constitutes an evidentiary basis for a finding of no significant adverse effect under Criterion 1. - A light study would measure spillover from road lighting, headlights, and ambient light

from up to 18 homes at 35 feet including upper floor windows, garage lighting, and exterior fixtures onto adjacent properties. None has been conducted. - An acoustic analysis would measure the full sound environment introduced at the western boundary including loop road traffic, mechanical equipment, and general activity from 18 homes where currently there is one agricultural property, across a full day not a single peak hour. None has been conducted. - A shadow study would assess how 35-foot structures at close proximity block sunlight into adjacent backyards and outdoor spaces. The City Plan requires upper floor stepbacks to address this impact and they are not required by this development. No shadow study has been conducted. - A tree assessment would document the mature boundary trees before any ground disturbance and establish protection requirements. Construction activity within drip lines causes root damage that kills trees years later. None has been conducted. - The traffic study measures aggregate trips on surrounding streets during a single peak hour, the wrong location, wrong timeframe, and wrong metric for evaluating the full daily impact of a private road running along a residential boundary. The absence of adverse effects cannot be assumed. Under Criterion 1 the applicant bears the burden of demonstrating no significant adverse effect. That burden has not been met. I request denial. If the Commission recommends approval, the conditions and studies set forth in

Attachment

Vivekanand Shetti

· Jun 10, 2026 · 1:52pm

Vivekanand Shetti, owner of property located at 5156 Robb St, Arvada, CO 80002 and 5246 Robb St, Arvada CO 80002, hereby OPPOSE the proposed change in zoning for the property located at 5225 Swadley St | Case Number: WZ-24-09 (West 52nd and Swadley). My Colorado properties were purchased on premium priced west facing lots that would have their balcony and rooftop views negatively impacted by 3 story structures introduced in such close proximity. I am OPPOSED to this Zoning Change and recommend Denial of the zoning change. I request that the Planning Commission and City Council refuse to approve this project unless the following is written directly into the ODP as non-negotiable condition of approval: A 28-Foot Height Limit: The current 35-foot allowance must be scaled down to 28 feet to match the maximum height of the homes in Rainbow Ridge.

Harry C. Shriver, Jr.

· Jun 10, 2026 · 12:55pm

Harry C. Shriver, Jr. and Glenna Irene Drabek, owner of property located at 5230 Tabor St, Arvada, CO 80002, hereby OPPOSE the proposed change in zoning for the property located

at 5225 Swadley St | Case Number: WZ-24-09 (West 52nd and Swadley) We have lived at the above residence since 1989. We are OPPOSED to this Zoning Change and recommend Denial of the zoning change for various reasons including primarily the following: Our property directly borders the proposed development project. We strongly OPPOSE the current Outline Development Plan (ODP) because it completely fails to provide transitional compatibility between this dense new development and our established neighborhood. By forcing a 24-foot private road and a 5-foot sidewalk flush against our property lines, the developer is stripping away our backyard privacy. Our back yard and family space would be subject to street lighting, active traffic and headlight glare directly against our boundaries and back yard both day and night. It would be like having two front yards. The developer's refusal to provide a transition directly conflicts with Chapter 4 of the 2025 Wheat Ridge City Plan's Ward Station Focus Area Map, which applies Special Case #3 rules directly to Swadley Street to protect our existing single-unit homes. The City Plan explicitly dictates that in these transitional zones, bulk plane regulations, setbacks, screening, and landscape buffers should be the norm to avoid the imposition of additional height on adjoining properties. Because an ODP serves as a custom zoning law, the City has the full legislative authority to demand strict compatibility standards. I request that the Planning Commission and City Council refuse to approve this project unless the following three items are written directly into the ODP as non-negotiable conditions of approval: • A 28-Foot Height Limit: The current 35-foot allowance must be scaled down to 28 feet to match the maximum height of the homes in Rainbow Ridge and eliminate towering structures over our backyards. • A 15-Foot Minimum Buffer Yard: The loop road must be pushed back to create a 15-foot wide, densely planted landscape buffer strip featuring canopy trees and continuous shrubs to screen our properties from vehicular impacts. • A Developer-Funded 7.2-Foot Privacy Fence: The ODP text must explicitly mandate that the developer funds and constructs a solid privacy fence along the entire northern and western borders. This fence must stand at 7.2 feet, utilizing the 20% height modification supported by adjacent Arvada planning standards to ensure adequate baseline screening. A valid rezoning protest has already triggered a supermajority requirement for this case. If the applicant refuses to be legally bound by these neighborhood protections in the zoning document, the City must protect current residents and deny this request. Thank you for your consideration.

Adria Lynn Alecci Wardell

· Jun 10, 2026 · 10:07am

As a nearby resident, I am writing to formally OPPOSE the rezoning of 5225 Swadley St from Agricultural-Two (A-2) to Planned Residential Development (PRD) unless major modifications are made to ensure neighborhood compatibility. The current Outline

Development Plan (ODP) represents an incompatible, high-density footprint that fails to respect the surrounding residential scale. This proposal directly violates the newly adopted Wheat Ridge City Plan (2025, Chapter 3), which explicitly designates this parcel as a Special Case #3 'Transitional Area' and mandates that new development achieve 'Peaceful Coexistence' with established neighbors. The proposed 5,400 sq. ft. lots are roughly half the size of the adjacent Rainbow Ridge lots. To achieve true compatibility, the city must mandate the following structural changes to the ODP: 1. Height Limitation: Reduce the maximum allowable building height from 35 feet to 28 feet to perfectly match the adjacent Rainbow Ridge standard. 2. Landscaped Buffer: Move the unbuffered perimeter loop road and sidewalk back to establish a dedicated, developer-funded 15-foot landscape bufferyard along our shared property lines. 3. Mandated Fencing: Include a strict requirement in the ODP text forcing the developer to build and pay for a solid privacy fence. This fence should utilize the 20% height variance allowed by adjacent Arvada planning guidelines to stand at 7.2 feet for necessary privacy screening. If the developer is unwilling to embed these compatibility standards directly into the zoning law of the ODP, I urge the City Council to utilize the required supermajority vote to DENY this application.

Adam Schneider

· Jun 9, 2026 · 9:26pm

As a resident of the adjacent Rainbow Ridge neighborhood, I am submitting these formal comments for the public record regarding the requested zone change from Agricultural-Two (A-2) to Planned Residential Development (PRD). To ensure this development satisfies Wheat Ridge City Code Section 26-303 (Criterion 1) which explicitly mandates that a zone change "will not result in a significant adverse effect on the surrounding area" specific, fact-based mitigation measures must be codified directly into the text of the Outline Development Plan (ODP) prior to approval. 1. Structural Height Limitations, "Attic" Loophole Closure, and Neighborhood Continuity The proposed ODP standards table establishes a maximum primary building height of 35 feet. Furthermore, the neighborhood meeting record reveals that the developer intends to construct two-story homes that incorporate "attic dormers" on the top level, introducing a third story of usable, above-grade living space reaching approximately 3,300 square feet. Factually, as confirmed by Exhibit 3 (Map of Surrounding Uses), the entire western border of this 4.97-acre property is bounded by low-density, detached single-family homes within the Rainbow Ridge subdivision. There is not a single three-story structure or 35-foot home bordering this perimeter. Forcing 35-foot tall, three-story profiles directly against established one- and two-story property lines completely violates the basic planning principles of transitional massing and architectural compatibility, creating severe privacy intrusion and shadow

casting. This also directly conflicts with the Wheat Ridge City Plan, which notes that for Moderate Variety Neighborhoods, the physical layout should “reflect incremental development over time” and maintain housing choices “reflecting the surrounding context.” Therefore, the maximum primary building height permitted should be reduced from 35 feet to 28 feet (strictly limited to 2 stories, with no living-space attic dormers permitted) to maintain architectural harmony and satisfy the compatibility requirements of Section 26-303. 2. Driving Lane Realignment and Landscaped Bufferyard Protection The site data notes that the applicant requires a dual-point looped perimeter drive to satisfy strict fire access and utility looping parameters. However, placing the vehicular driving lane and pedestrian network along the immediate outer edge of the property concentrates daily traffic noise, delivery truck operations, and nighttime headlight glare directly against existing residential backyards. The ODP claims that buffering is "substantial," yet the standards table allows a side and rear perimeter setback of just 15 feet. Under Special Case #1 (Agricultural Re-Use), the City Plan explicitly establishes that while redevelopment is welcome, it “must peacefully coexist with existing residential areas” and that these "twin realities guide the application of character-shaping tools." Forcing an active vehicular driving lane directly behind established bedroom windows and backyards is an aggressive layout that completely abdicates the mandate for peaceful coexistence. To fix this layout, the ODP text must be modified to mandate that the continuous perimeter driving lane be pushed inward, carving out a dedicated, minimum 15-foot-wide landscaped bufferyard completely separated from the vehicle driving path and situated between the lane and the shared property lines. This buffer must be heavily populated with mature, dense, tier-one screening vegetation to physically absorb acoustic and environmental traffic impacts. 3. Binding ODP Language for Height-Compliant Privacy Fencing The staff report states that "six-foot tall solid fencing will border the perimeter of the site". However, the report clarifies that the ODP’s perimeter side and rear setbacks allow upper stories to encroach closer via a tiered framework of 15 feet for the first story plus 5 feet per additional story, which severely increases line-of-sight exposure into adjacent yards. Because the proposed project shifts density from standard A-2 configurations down to tightly packed traditional neighborhood lots, a standard 6-foot fence is mathematically insufficient to block elevated sightlines. Under Section 26-303.D (Criterion 1), staff claim the project is compatible because it incorporates “character-sensitive restrictions” like fencing that respects adjacent development. A standard 6-foot fence facing towering, tiered residential structures does not qualify as a character-sensitive restriction. To safely protect established residential privacy and meet Section 26-303 welfare goals, the developer must be legally required to fund and build a solid, 7.2-foot privacy fence along the shared western property lines. This requirement must be codified directly into the binding text of the ODP development standards (Sheet 1, Section F) rather than left as a flexible detail for

the subsequent Specific Development Plan (SDP) phase, ensuring it runs permanently with the land. Conclusion While the Planned Residential Development (PRD) designation offers development flexibility, that flexibility cannot be utilized to benefit a developer's lot yield at the direct expense of existing property owners. Without writing these three definitive, measurable protections a 28-foot/2-story perimeter height cap, a true 15-foot landscaped driving buffer, and a mandatory 7.2-foot developer-funded solid fence directly into the text of the ODP, this application completely fails to mitigate its clear negative impacts. Therefore, the Planning Commission must find that the applicant has failed to meet the required legal burden and recommend denial of Case WZ-24-09.

Karen Baer

· Jun 9, 2026 · 6:47pm

As a nearby resident, I am writing to formally OPPOSE the rezoning of 5225 Swadley St from Agricultural-Two (A-2) to Planned Residential Development (PRD) unless major modifications are made to ensure neighborhood compatibility. The current Outline Development Plan (ODP) represents an incompatible, high-density footprint that fails to respect the surrounding residential scale. This proposal directly violates the newly adopted Wheat Ridge City Plan (2025, Chapter 3), which explicitly designates this parcel as a Special Case #3 'Transitional Area' and mandates that new development achieve 'Peaceful Coexistence' with established neighbors. The proposed 5,400 sq. ft. lots are roughly half the size of the adjacent Rainbow Ridge lots. To achieve true compatibility, the city must mandate the following structural changes to the ODP: 1. Height Limitation: Reduce the maximum allowable building height from 35 feet to 28 feet to perfectly match the adjacent Rainbow Ridge standard. 2. Landscaped Buffer: Move the unbuffered perimeter loop road and sidewalk back to establish a dedicated, developer-funded 15-foot landscape bufferyard along our shared property lines. 3. Mandated Fencing: Include a strict requirement in the ODP text forcing the developer to build and pay for a solid privacy fence. This fence should utilize the 20% height variance allowed by adjacent Arvada planning guidelines to stand at 7.2 feet for necessary privacy screening. If the developer is unwilling to embed these compatibility standards directly into the zoning law of the ODP, I urge the City Council to utilize the required supermajority vote to DENY this application.

Dianna Cillessen

· Jun 9, 2026 · 5:16pm

I opposed the plan revision. The builder and Franklin Salazar have been dishonest from the start. They were never going to honor the first plan. This is unacceptable. How do you feel if this was built right behind your home? We will fight this plan. Here are important points

against this plan: 1. The proposed plan shows access to the East side street to a dead end in Haskins Station. The land and property are own by my in-laws, and they will NOT give water or land access for these plans. They will attend and speak at the meeting. Franklin proposed a plan NOT approved by any owners of the property showing on the East side. The East side entrance is private residential property. 2. Traffic on 52nd will create issues and concerns of children and family safety. You will increase speed and traffic on a 2-lane road. High traffic issues. The 4 way stop sign on Tabor and 52nd- it does not work. You have vehicles running the stop signs, and now you increase the risk of fatalities. We had a neighbor hit at this intersection. 3. Height- It needs to lower the maximum building height from 35 feet to 28 feet to match the existing Rainbow Ridge homes. 4. Buffer- Moving the perimeter loop road back to 15ft wide landscaped bufferyard between properties and the driving lane 5. Fencing-Developer funded solid 7.2 privacy fence. The residents should have their privacy of their home. Rainbow Ridge and the surrounding homes have been in this area for over 50 years- you should not impact the privacy of Please come and see the land today. The owner has trash and hazard areas in the back which becomes a safety issue to our homes. There are complaints and the builder has been given summons to the issues. You are building another residential home on the opposite side on 52nd. Now, you have created more traffic and safety issues for our neighborhood. You will have vehicles speeding in our neighborhood to reach Ward Road due to traffic issues on 52nd. This revision should not be approved. Once again, they DO NOT have water or land access to through a private property. The owners will NOT allow it.

Olivia Walsh

· Jun 9, 2026 · 4:49pm

RE: Formal Objection & Requested ODP Amendments for Case WZ2409 My property directly borders the proposed Wheat Ridge Station Village project. I strongly OPPOSE the current Outline Development Plan (ODP) because it completely fails to provide transitional compatibility between this dense new development and our established neighborhood. By forcing a 24-foot private road and a 5-foot sidewalk flush against our property lines, the developer has subjected bordering residents to "two front yards"—stripping away our backyard privacy and pushing active traffic and headlight glare directly against our boundaries. The developer's refusal to provide a transition directly conflicts with Chapter 4 of the 2025 Wheat Ridge City Plan's Ward Station Focus Area Map, which applies Special Case #3 rules directly to Swadley Street to protect our existing single-unit homes. The City Plan explicitly dictates that in these transitional zones, bulk plane regulations, setbacks, screening, and landscape buffers should be the norm to avoid the imposition of additional height on adjoining properties. Because an ODP serves as a custom zoning law, the City

has the full legislative authority to demand strict compatibility standards. I request that the Planning Commission and City Council refuse to approve this project unless the following three items are written directly into the ODP as non-negotiable conditions of approval: A 28-Foot Height Limit: The current 35-foot allowance must be scaled down to 28 feet to match the maximum height of the homes in Rainbow Ridge and eliminate towering structures over our backyards. A 15-Foot Minimum Buffer Yard: The loop road must be pushed back to create a 15-foot wide, densely planted landscape buffer strip featuring canopy trees and continuous shrubs to screen our properties from vehicular impacts. A Developer-Funded 7.2-Foot Privacy Fence: The ODP text must explicitly mandate that the developer funds and constructs a solid privacy fence along the entire northern and western borders. This fence must stand at 7.2 feet, utilizing the 20% height modification supported by adjacent Arvada planning standards to ensure adequate baseline screening. A valid rezoning protest has already triggered a supermajority requirement for this case. If the applicant refuses to be legally bound by these neighborhood protections in the zoning document, the City must protect its constituents and deny this request.

Jeffrey Flagstead

· Jun 9, 2026 · 4:08pm

Subject: Opposition to Rezoning of 5225 Swadley St | Case Number: WZ2409 As a resident in close proximity, I am compelled to formally OPPOSE the proposed rezoning of 5225 Swadley St from Agricultural-Two (A-2) to Planned Residential Development (PRD) unless significant adjustments are made to foster compatibility with the neighborhood. The existing Outline Development Plan (ODP) presents a high-density model that does not align with the scale of surrounding residential areas. This proposal contradicts the newly enacted Wheat Ridge City Plan (2025, Chapter 3), which categorically designates this site as a Special Case #3 'Transitional Area' and requires that new developments coexist peacefully with existing neighbors. The suggested 5,400 sq. ft. lots are approximately half the size of those in the adjoining Rainbow Ridge community. To ensure compatibility, I propose the following necessary modifications to the ODP: 1. Height Reduction: Lower the maximum building height from 35 feet to 28 feet to align with the Rainbow Ridge standard. 2. Landscape Buffer: Relocate the unbuffered perimeter road and sidewalk to create a dedicated, developer-funded 15-foot landscape buffer along our shared property lines. 3. Fencing Requirement: Implement a stringent condition in the ODP mandating the developer to construct and finance a solid privacy fence. This fence should take advantage of the 20% height variance allowed by Arvada's planning guidelines, reaching 7.2 feet for adequate privacy. If the developer is not prepared to incorporate these compatibility

standards into the zoning regulations of the ODP, I strongly encourage the City Council to use the necessary supermajority vote to DENY this application.

Jamie Barrutia

· Jun 9, 2026 · 2:33pm

My property directly borders the proposed Wheat Ridge Station Village project. I strongly OPPOSE the current Outline Development Plan (ODP) because it completely fails to provide transitional compatibility between this dense new development and our established neighborhood. By forcing a 24-foot private road and a 5-foot sidewalk flush against our property lines, the developer has subjected bordering residents to "two front yards"—stripping away our backyard privacy and pushing active traffic and headlight glare directly against our boundaries. The developer's refusal to provide a transition directly conflicts with Chapter 4 of the 2025 Wheat Ridge City Plan's Ward Station Focus Area Map, which applies Special Case #3 rules directly to Swadley Street to protect our existing single-unit homes. The City Plan explicitly dictates that in these transitional zones, bulk plane regulations, setbacks, screening, and landscape buffers should be the norm to avoid the imposition of additional height on adjoining properties. Because an ODP serves as a custom zoning law, the City has the full legislative authority to demand strict compatibility standards. I request that the Planning Commission and City Council refuse to approve this project unless the following three items are written directly into the ODP as non-negotiable conditions of approval: -A 28-Foot Height Limit: The current 35-foot allowance must be scaled down to 28 feet to match the maximum height of the homes in Rainbow Ridge and eliminate towering structures over our backyards. --A 15-Foot Minimum Buffer Yard: The loop road must be pushed back to create a 15-foot wide, densely planted landscape buffer strip featuring canopy trees and continuous shrubs to screen our properties from vehicular impacts. --A Developer-Funded 7.2-Foot Privacy Fence: The ODP text must explicitly mandate that the developer funds and constructs a solid privacy fence along the entire northern and western borders. This fence must stand at 7.2 feet, utilizing the 20% height modification supported by adjacent Arvada planning standards to ensure adequate baseline screening. A valid rezoning protest has already triggered a supermajority requirement for this case. If the applicant refuses to be legally bound by these neighborhood protections in the zoning document, the City must protect its constituents and deny this request.

Connie & Geoff Burg

· Jun 8, 2026 · 1:33pm

We don’t understand how anyone can possibly state with a straight face that there will be no adverse affect on the surrounding area. There will definitely be an increase in traffic – you can’t add up to 18 homes and not have an increase in traffic. We are opposed to the loop road around the perimeter of the property. The statement that this loop road is required by utilities is false. The loop road adds two T-intersections in a short distance. Will the developer ensure that there are proper site triangles for those exiting and entering the development? The maximum height of the proposed homes must be reduced so they are no taller than the surrounding homes. If there will be 3 models types to choose from in this development, why are they not shown in the proposal? How will the construction be handled in order to minimally impact existing residents? Residents in this area have already been living in a construction zone since before 2013. Because the streets are narrow and the turning radius for construction vehicles is limited, all construction traffic will be forced to travel up and down Swadley St. How will the City of Wheat Ridge support the existing residents and insulate them from the construction traffic? We live at 5195 Swadley St and the west side of the loop road will be directly north of our house. If the developer is providing a 6 foot solid fence as a buffer from the new development, we would also like a 6 foot solid fence on the south side of 52nd as a buffer from the development. All efforts to work with the developer seems like an exercise in futility since Staff has already recommended that this plan be approved based on general guidelines required by the city standards.

Bradley Hall

· Jun 5, 2026 · 5:28pm

I am in favor of the proposal.

PLANNING COMMISSION
Draft Minutes of Meeting
June 18, 2026

CALL THE MEETING TO ORDER

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

1. ROLL CALL OF MEMBERS

Commission Members Present:	Kristine Disney Jennifer Gibbs Daniel Graeve Michael Moore Anna Sparks
Commission Members Absent:	Krista Holub Simon McGowan Syrma Quinones
Staff Members Present:	Jana Easley, Planning Manager Stephanie Stevens, Senior Planner Rocky Macsalka, Engineering Manager AJ Goetz, Civil Engineer II Tammy Odean, Recording Secretary

2. PLEDGE OF ALLEGIANCE

3. SWEARING IN OF NEW AND RENEWING COMMISSIONERS

4. APPROVE ORDER OF THE AGENDA

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

5. APPROVAL OF MINUTES – June 4, 2026

It was moved by Commissioner SPARKS and seconded by Commissioner GRAEVE to approve the minutes of June 4, 2026, as written. Motion carried 5-0.

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

No one wished to speak at this time.

ATTACHMENT 4

7. PUBLIC HEARING

A. <u>Case No. WZ-24-09</u>: an application filed by A&E Ventures Swadley LLC for 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.

Chair DISNEY opened the public hearing and limited public comment to two minutes due to the number of people who signed up to speak.

Ms. Stevens gave a short presentation regarding the zone change, Outline Development Plan and the application. She entered into the record the contents of the case file, packet materials, the zoning ordinance, the comprehensive plan, and the contents of the digital presentation. She stated the public notice and posting requirements have been met, therefore the Planning Commission has jurisdiction to hear this case.

Public Comment

Chair DISNEY opened the public comment.

Shane Loomis
5270 Tabor Street, Arvada

Mr. Loomis spoke on behalf of the neighborhood regarding building height and compatibility. Loomis acknowledged that redevelopment of the parcel was expected and that his family purchased their home with that understanding. He argued, however, that the proposed 35-foot height limit is incompatible with the adjacent Rainbow Ridge neighborhood, which is capped at 28 feet under Arvada standards. He cited the Haskins Station development as an example where newly built single-family homes adjacent to established neighborhoods stepped down in actual height to promote compatibility and requested that the Commission impose a 28-foot height limit as a condition of any approval.

Jim Cillissen
11766 W 53rd Place, Arvada

Mr. Cillissen who with his wife owns approximately 2.5 acres immediately northeast of the subject parcel, raised three concerns: the adequacy of the Tabor Street and 52nd Avenue intersection to handle increased traffic; the maintenance and treatment of the space between his existing fence and the proposed perimeter fence; and the nature and impact of permitted uses in Planning Area Two, including potential for large and small animals,

animal waste, rodents, noise, and accessory structures. He also questioned the validity of providing two alternative conceptual layouts within a single ODP and suggested that the flexibility afforded to the applicant by the phrase "respond to market conditions" was insufficient policy guidance.

Danielle Dunn
5310 Tabor Street, Arvada

Ms. Dunn argued that the application failed to meet two of the criteria required for approval. On lot dimensions, she contended that the proposed lots are approximately one-third smaller and narrower than those in the immediately adjacent Rainbow Ridge neighborhood and that the standard of peaceful coexistence should not produce different outcomes simply because a municipal boundary separates the properties. On density comparison methodology, she argued that staff's comparison of the proposed development's density to the R-1 district was invalid because it compared a site-level calculation — averaging units across roads and open space — against a parcel-level district standard. She called for a site-level comparison with Rainbow Ridge that would include streets, open space, and common areas, asserting such a comparison had not been made. She also contended that the potential for 18 units plus an accessory dwelling unit on every lot amplified the density and incompatibility concerns, and that adverse effects such as traffic, light, noise, shadow, and privacy had not been studied and therefore the adverse effects criterion had not been met.

John Wabiszczewicz
12064 W. 54th Drive, Arvada

Mr. Wabiszczewicz spoke on behalf of Rainbow Ridge, addressing the issue of screening. He noted that the City of Arvada had indicated it would consider a 20% variance from its standard fence height to allow a 7.2-foot-tall fence in a scenario such as this and asked that Wheat Ridge similarly consider requiring a 7.2-foot tall solid perimeter fence, to be installed at the developer's expense prior to construction of the homes. He emphasized that with no mature trees present at the outset of construction, a taller fence would be essential to protect sightlines and ease the transition to the established neighborhood. He also noted that other undeveloped parcels in the vicinity would similarly impact Rainbow Ridge and urged that this development set a positive precedent.

Sara Hatayana
11721 W. 52nd Avenue, Wheat Ridge

Ms. Hatayana urged the commission to consider the permanence of removing agricultural zoning and the further displacement of the equestrian community in the area. She described the genuine safety risks posed to horses and riders by increased pedestrian, cyclist, and vehicular activity, and strongly supported the higher fence and expanded buffer as a condition of approval, arguing the adjacent agricultural use justified such a variance.

Joy Henderson
5345 Tabor Street, Arvada

Ms. Henderson, representing Rainbow Ridge, requested a 15-foot landscape buffer between the property line and the first internal street. She cited the Wheat Ridge City Code provision requiring visual screening from adjacent residential uses, the City Plan's agricultural reuse guidance recommending setbacks consistent with surrounding areas, and the presence of mature trees on adjacent Rainbow Ridge properties whose root systems and branch canopies could be adversely affected by proximity to new construction and street infrastructure. She referenced Colorado State University and Arbor.org guidance recommending trees be planted at least eight to 15 feet from a street.

Ross Fellenstein
5220 Tabor Street, Arvada

Mr. Fellenstein echoed concerns about compatibility, focusing particularly on the looped perimeter drive. He argued that the racetrack-style drive running adjacent to the property lines along Tabor Street was fundamentally incompatible with the surrounding neighborhood pattern and would be a burden both to immediately adjacent residents and to those a block away. He also reiterated concerns about height and lot size.

Danny Maldonado
11866 W 52nd Ave, Wheat Ridge

Mr. Maldonado urged denial of the application. He expressed concern about the cumulative loss of open and agricultural land in the area, arguing that each project is presented as small and compatible while collectively resulting in significant community character change. He questioned whether the application had demonstrated, as required, that a planned residential development was necessary and that conventional zoning was inadequate. He argued that insufficient evidence had been presented to show no significant adverse impacts, particularly regarding traffic, drainage, lighting, noise, and compatibility with adjacent equestrian uses,

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and contended that important details should be resolved before zoning is permanently changed.

Chair DISNEY closed the public comment.

Wes Christopherson, applicant
13229 Piney Lake Road, Parker

Mr. Christopherson described the evolution of the proposal over several years, noting that the original concept of approximately 40 units was reduced substantially in direct response to neighboring feedback and guidance from the updated Wheat Ridge City Plan. He also addressed the three primary concerns raised by the neighboring community. Regarding height, he noted that Wheat Ridge and Arvada measure building height differently; Arvada measures from the highest adjacent grade point while Wheat Ridge measures from average adjacent grade — making a direct numerical comparison misleading. He also observed that the site slopes downward from west to east and from north to south, reducing the effective visual height of proposed homes as seen from Rainbow Ridge. Regarding density and lot size, Mr. Christopherson pointed out that along the shared boundary, the development proposes eight homes facing the 12 homes of Rainbow Ridge that back up to the property, meaning the development actually presents less density to adjacent neighbors than the existing neighborhood presents to the development. With regard to buffering, he stated that there would be approximately 39 feet of separation between the property line and the nearest proposed structure, accounting for the fence, landscape buffer, drive aisle, sidewalk, and building setbacks; a distance he argued substantially exceeds any standard residential requirement.

Commissioner SPARKS asked why the applicant pursued a planned development rather than a straight zone change.

Ms. Stevens confirmed that the city's code requires a planned development for any residential property over one acre.

In response to the requirement for a looped road from Commissioner SPARKS, Ms. Stevens explained that the site's length of over 900 feet exceeds the threshold at which utility districts can serve a single dead-end drive, making a looped system — and therefore two access points — a technical necessity for both utilities and fire access.

Commissioner SPARKS also inquired about the existing barns on the property.

Ms. Stevens clarified there are none currently, though the A-2 zoning would permit them, and that the applicant's intention for PA-2 is a community clubhouse, potentially with a barn-like aesthetic.

Commissioners GRAEVE and GIBBS indicated their questions had been addressed during the presentation.

Chair DISNEY closed the public hearing.

It was moved by Commissioner MOORE and seconded by Commissioner GRAEVE to recommend APPROVAL of Case No. WZ-24-09, a request for 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, for the following reasons:

1. **The proposed zone change will promote public health, safety, or welfare of the community and does not result in an adverse effect on the surrounding area.**
2. **The proposed zone change is consistent with the goals and objectives of the City's adopted plans.**
3. **The proposed zoning, density, and land use are consistent with the intent of a planned development, compatible with surrounding land uses, and will result in a high-quality development.**
4. **The infrastructure in the area can support the development.**
5. **The criteria used to evaluate a zone change support the request.**

Commissioner SPARKS acknowledged the unusual shape and size of the property, noting that the utility-driven requirement for a looped drive was a genuine constraint, not a design preference. She commended the applicant for listening to neighbors and scaling back the density and noted that the proximity to the commuter rail station supports more housing in the area. She expressed appreciation that the proposal is single unit rather than multifamily.

Commissioner MOORE echoed Commissioner SPARKS, acknowledging the difficulty of the decision while expressing confidence that the applicant had worked thoughtfully toward a workable plan, and encouraged the applicant to use the opportunity to bring new life to the community.

Commissioner GRAEVE thanked both the community members and the staff. He noted that he had visited the property and driven through

Rainbow Ridge, acknowledging the area's character and the pain of land use change. He found the plan relatively low density, the setbacks consistent with existing A-2 zoning, and the applicant's significant reduction in units to be persuasive factors. He also acknowledged the inherent complexity of having two different municipal ordinances meeting at a shared boundary and encouraged the applicant to remain receptive to neighbor concerns through the SDP process.

Commissioner GIBBS thanked staff, the applicant, and the neighbors. She noted personal familiarity with the experience of living adjacent to a large, underdeveloped parcel. While acknowledging the disruption to neighbors' status quo, she emphasized Wheat Ridge's need for continued growth and inclusivity and characterized this as a situation where short-term discomfort serves longer-term community benefit. She encouraged ongoing flexibility from the applicant and appreciation from the neighbors for the concessions already made.

Chair DISNEY reflected on the rarity of the kind of established neighborhood Rainbow Ridge represents given today's land costs and expressed empathy for the neighbors. She stated, however, that the proposal meets ODP requirements, that the phased planning process requires starting with the ODP before detailed site specifics can be determined, and that the housing shortage in Wheat Ridge and Jefferson County makes development of remaining parcels an unfortunate but necessary reality.

Motion carried 5-0.

8. OLD BUSINESS

9. NEW BUSINESS

A. Upcoming Dates

Ms. Easley announced that the July 2 meeting has been cancelled, but there is a possibility the July 16 or August 6 meeting will have cases to be heard.

B. Project and Development Updates

C. Commissioner Updates

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Chair DISNEY took a moment to recognize the passing of community member Dominick Breton, acknowledging his significant contributions to the Wheat Ridge community.

10. ADJOURNMENT

It was moved by Commissioner MOORE and seconded by Commissioner GRAEVE to adjourn the meeting at 7:51 p.m. Motion carried 5-0.

_____	**_____**
Kristine Disney, Chair	**Tammy Odean, Recording Secretary**

DRAFT

ITEM NUMBER: 2
DATE: August 10, 2026

REQUEST FOR CITY COUNCIL ACTION

COUNCIL BILL NO. 16-2026

TITLE: AN ORDINANCE GIVING NOTICE OF AND CALLING A SPECIAL ELECTION TO BE HELD NOVEMBER 3, 2026, AND SUBMITTING A BALLOT QUESTION CONCERNING AN INCREASE IN THE CITY SALES AND USE TAX OF ONE PERCENT FOR COMMUNITY CAPITAL IMPROVEMENTS

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

QUASI-JUDICIAL ☐YES ☒NO

ISSUE:

City Council is asked to consider an ordinance calling a coordinated election on November 3, 2026, and submitting to the registered electors of the City of Wheat Ridge a ballot question authorizing a one percent (1.0%) sales and use tax dedicated to funding voter-approved capital improvements.

PRIOR ACTION:

- 2024–2026**:** The City completed or substantially advanced several major planning initiatives, including the Facilities Master Plan, transportation planning efforts, parks and recreation planning, bicycle and pedestrian network planning, and ongoing infrastructure assessments. These efforts consistently identified significant unfunded capital needs, including replacement of aging City Hall and Police facilities, replacement of the Anderson Park outdoor pool, preservation of the Wilmore Davis and Kullerstrand school properties, expansion of the City's bicycle and pedestrian network, and proactive investment in streets and infrastructure.
- April 11, 2026 – Council Planning Workshop: Mayor and City Council held a planning workshop to establish a financially realistic path for addressing Wheat Ridge's long-term capital investment needs. During the workshop, Council discussed the City's highest-priority capital projects, reviewed funding challenges, and directed staff to continue evaluating funding strategies and develop a cohesive ten-year capital

improvement plan.

- June 8, 2026 – Study Session: City Council reviewed the results of the City's first statistically valid community survey conducted by Magellan Strategies. The polling evaluated resident priorities for major capital investments, public trust in the City's stewardship of taxpayer resources, support for various funding mechanisms, and preferences for potential ballot structures. Based on the polling results, Council discussed the viability of a 2026 ballot measure and provided direction to conduct additional polling, further evaluate a sales tax as the preferred funding mechanism, refine project priorities, and continue development of potential ballot language.
- July 27, 2026: City Council conducted a Study Session to review the results of the City's second round of community polling conducted by Magellan Strategies and a debt capacity analysis prepared by Piper Sandler. The polling evaluated voter priorities, support for major capital investments, and potential funding mechanisms, while Piper Sandler presented financing options available to the City. Council discussed potential ballot concepts and provided policy direction for staff to continue refining a potential sales tax measure for the November 3, 2026 coordinated election.
- August 3, 2026 – Study Session: City Council continued its discussion of the proposed 2026 sales tax ballot measure. Staff presented an updated phased financing strategy, and a recommended ballot question authorizing a one percent (1.0%) sales and use tax dedicated exclusively to voter-approved capital improvements. The presentation also included an analysis comparing Certificates of Participation and sales tax revenue bonds, demonstrating that a phased financing strategy utilizing Certificates of Participation would provide greater long-term borrowing capacity and financial flexibility while allowing future investments in transportation, bicycle and pedestrian improvements, and street maintenance.

FINANCIAL IMPACT:

Approval of this ordinance has no immediate fiscal impact because it only places the question before the voters.

If approved by the electorate, the proposed one percent (1.0%) sales and use tax is projected to generate approximately $11.7 million annually beginning in the first full fiscal year. Based on the debt capacity analysis prepared by Piper Sandler, the proposed revenue source could provide approximately $236 million in total capital funding over the next decade through a phased financing strategy utilizing certificates of participation. The financing plan is intended to fund the City's highest-priority capital needs while preserving flexibility to address future infrastructure and community investments as revenues grow.

BACKGROUND:

Over the past several years, the City has undertaken a series of long-range planning efforts to identify the community's highest-priority capital investment needs. These efforts include the Facilities Master Plan, parks and recreation planning, transportation planning, bicycle and pedestrian planning, and ongoing infrastructure assessments.

Collectively, these planning initiatives identified several significant capital projects that will need to be addressed over the next decade, including replacing aging City Hall, Police, and other municipal facilities; replacing the Anderson Park outdoor pool; preserving the Wilmore Davis and Kullerstrand school properties for future community use; expanding the City's bicycle and pedestrian network; and addressing deferred street and infrastructure maintenance. Existing revenues are insufficient to fund these investments without identifying a new, dedicated revenue source.

To evaluate the community's willingness to support a dedicated funding source, the City retained Magellan Strategies to conduct statistically valid polling of likely Wheat Ridge voters. The survey evaluated voter priorities, support for various capital projects, and potential funding approaches. The polling demonstrated majority support for a dedicated one percent (1.0%) sales and use tax, with support increasing after voters received additional information regarding the City's capital needs, the specific projects to be funded, and the City's commitment to fiscal accountability. The survey also found that residents place a high priority on maintaining existing infrastructure, support investments in public safety facilities and community assets, and respond favorably to a package that clearly identifies the projects to be funded.

To determine the City's financing capacity, the City also retained Piper Sandler to prepare a comprehensive debt capacity analysis. Following the July 27, 2026 City Council Study Session, Piper Sandler refined its analysis to evaluate a phased financing strategy utilizing multiple debt issuances over approximately ten years. Rather than financing all projects through a single issuance, the phased approach allows the City to issue certificates of participation as projects are ready for construction, reducing interest costs on unspent proceeds while maximizing long-term borrowing capacity. The analysis concluded that a dedicated one percent (1.0%) sales and use tax could generate approximately $11.7 million annually and provide approximately $236 million in total capital funding through a combination of phased certificates of participation and future accumulated revenues.

The analysis also determined that the City's highest-priority projects, including replacement of City Hall, construction of a new Anderson Park outdoor pool, and preservation of the former school properties, could be funded during the initial financing, while maintaining flexibility to address additional transportation, bicycle and pedestrian, and infrastructure projects as revenues grow.

Certificates of Participation provide greater borrowing capacity than traditional sales tax revenue bonds because they require lower debt service coverage and may be issued without separate voter authorization after approval of the sales tax measure.

The proposed ordinance places this question before the voters at the November 3, 2026 coordinated election. If approved, the measure would establish a dedicated funding source to address the City's highest-priority capital needs while providing the financial flexibility necessary to strategically deliver projects over the next decade.

RECOMMENDATIONS:

Staff recommends approval of Council Bill No. 16-2026.

The proposed ordinance places before voters a dedicated funding source for the City's highest-priority capital investments while providing flexibility to implement a phased financing strategy. If approved, revenues would be used exclusively for voter-approved capital improvements, including:

- Proactive street and infrastructure maintenance;
- Bicycle and pedestrian safety improvements;
- Preservation of the Wilmore Davis and Kullerstrand school properties;
- Replacement of the Anderson Park outdoor pool; and
- Modern police and city services facilities.

RECOMMENDED MOTION:

“I move to approve Council Bill No. 16-2026, an ordinance giving notice of and calling a special election to be held on November 3, 2026, and submitting a ballot question concerning an increase in the City sales and use tax of one percent for community capital improvements.”

Or,

“I move to postpone indefinitely Council Bill No. 16-2026, an ordinance giving notice of and calling a special election to be held on November 3, 2026, and submitting a ballot question concerning an increase in the City sales and use tax of one percent for community capital improvements, for the following reason(s).”

REPORT PREPARED/REVIEWED BY:

Patrick Goff, City Manager
Jerry Dahl, City Attorney

ATTACHMENTS:

1. Council Bill No. 16-2026

CITY OF WHEAT RIDGE, COLORADO
INTRODUCED BY COUNCIL MEMBER
Council Bill No. 16
Ordinance No. 1849
Series 2026

TITLE: AN ORDINANCE GIVING NOTICE OF AND CALLING A SPECIAL ELECTION TO BE HELD ON NOVEMBER 3, 2026, AND SUBMITTING A BALLOT QUESTION CONCERNING AN INCREASE IN THE CITY SALES AND USE TAX OF ONE PERCENT FOR COMMUNITY CAPITAL IMPROVEMENTS

WHEREAS, the City of Wheat Ridge ("City") is a home rule municipality organized and existing under Article XX of the Colorado Constitution and the Home Rule Charter of the City of Wheat Ridge ("Charter"), and governed by its elected City Council; and

WHEREAS, the Council is authorized to refer questions to the voters by the Home Rule Charter and by CRS 31-11-111; and

WHEREAS, the Home Rule Charter for the City of Wheat Ridge, Section 2.2 requires that a special election shall be called by resolution or ordinance of the City Council no less than 60 days in advance of such special election; and

WHEREAS, the Council hereby determines that it is necessary to submit to the electors of the City, at the coordinated election to be held on November 3, 2026 (the "Election"), the question of authorizing an increase in sales and use taxes for various capital improvement purposes as described in the ballot question set forth below (the "ballot issue"); and,

WHEREAS, Article X, Section 20 of the Colorado Constitution requires voter approval for any tax rate increase and for the collection, retention, and expenditure of revenues in excess of applicable constitutional limitations; and

WHEREAS, the Council desires to give notice of and call a special election to be held on the same date as and coordinated with the general election on November 3, 2026.

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

Section 1. **Special election called** Pursuant to Wheat Ridge City Charter Sections 2.2 and 6.3 and CRS 31-10-501 and 31-11-111, the Council hereby gives notice

of and calls a Special Municipal Election to be held November 3, 2026 for the purpose of referring the Ballot Question set forth in Section 2 to the voters of the City.

Section 2. Ballot Issue and Title

SHALL CITY OF WHEAT RIDGE TAXES BE INCREASED BY UP TO $11,700,000 ANNUALLY IN THE FIRST FULL FISCAL YEAR, AND BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER, BY INCREASING THE CITY SALES AND USE TAX BY ONE PERCENT (1.0%) COMMENCING ON JANUARY 1, 2027, TO BE USED FOR COMMUNITY INVESTMENTS INCLUDING:

- PROACTIVE STREET AND INFRASTRUCTURE MAINTENANCE;
- BICYCLE AND PEDESTRIAN SAFETY IMPROVEMENTS;
- PRESERVATION OF COMMUNITY SPACES AT WILMORE DAVIS AND KULLERSTRAND ELEMENTARY SCHOOLS;
- REPLACEMENT OF ANDERSON PARK OUTDOOR POOL; AND
- MODERN POLICE AND CITY SERVICES FACILITIES,

AND FOR THE OPERATIONS AND MAINTENANCE OF THE SAME; AND SHALL THE CITY BE AUTHORIZED TO COLLECT, RETAIN, AND SPEND ALL REVENUES FROM SUCH TAX AS A VOTER-APPROVED REVENUE CHANGE AND EXCEPTION TO ANY SPENDING OR REVENUE RESTRICTIONS OR OTHER LIMITS UNDER SECTION 20 OF ARTICLE X OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

Section 3. Conduct of Election. The election shall be conducted as a coordinated election in Jefferson County in accordance with articles 1 to 13 of title 1, C.R.S. (the "Uniform Election Code"), and Intergovernmental Agreement between the Board of County Commissioners of Jefferson County, the Jefferson County Clerk and Recorder and the City of Wheat Ridge, which Agreement is hereby approved.

Section 4. Authorized Action. The City Clerk and other City officials and employees are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance.

Section 5 . **Severability**. If any section, paragraph, clause, or provision of this Ordinance shall be adjudged to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining sections, paragraphs, clauses or provisions of this Ordinance, it being the intention that the various parts hereof are severable.

Section 6. Authority to Impose Tax. If a majority of the votes cast on the question to increase taxes submitted at the election shall be in favor of imposing taxes as provided in such question, the City, acting through the Council, shall be authorized to

proceed with the necessary action to impose such taxes in accordance with such question.

Section 7. Pursuant to Section 1-11-203.5, C.R.S., any election contest arising out of a ballot issue or ballot question election concerning the order of the ballot or the form or content of the ballot title shall be commenced by petition filed with the proper court within five days after the title of the ballot issue or ballot question is set.

Section 8. **Effective Date**. This Ordinance shall take effect immediately upon final adoption and signature by the Mayor as permitted by Section 5.11 of the Home Rule Charter.

INTRODUCED, READ, AND ADOPTED on first reading by a vote of __ to __ on this 10th day of August 2026, ordered published by title in a newspaper of general circulation in the City of Wheat Ridge and in full on the City's website, and Public Hearing and consideration on final passage set for August 24, 2026, at 6:30 p.m., in the Council Chambers, 7500 West 29th Avenue, Wheat Ridge, Colorado.

ADOPTED on second and final reading following public hearing and ordered published by a vote of ___ to __ on the 24th 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: August 11, 2026
Second Publication: August 25, 2026
Effective Date: August 24, 2026

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

ITEM NUMBER: 3
DATE: August 10, 2026

REQUEST FOR CITY COUNCIL ACTION

RESOLUTION NO. 35-2026

TITLE: A RESOLUTION AMENDING THE 2026 FISCAL YEAR HOUSING FUND BUDGET TO REFLECT THE APPROVAL OF A SUPPLEMENTAL BUDGET APPROPRIATION IN THE AMOUNT OF $2.64 MILLION AND APPROVING A GRANT AGREEMENT WITH THE COLORADO ENERGY OFFICE

☐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 $2.64 million from the Colorado Energy Office Local IMPACT Accelerator Grant Program. The funding will support several housing-related code amendments and will provide financial assistance to certain affordable housing projects. The city must approve a grant agreement to receive the funds. A supplemental budget appropriation is also required to appropriate the funds in the 2026 Housing Fund budget.

PRIOR ACTION:

On February 9, 2026, City Council approved a resolution supporting the grant application.

FINANCIAL IMPACT:

The grant award in the amount of $2.64 million requires the city to provide a 5% match totaling $132,000, $66,000 of which will be provided through in-kind staff time.

BACKGROUND:

The Colorado Energy Office (CEO) announced the Local Implementation, Mitigation, and Policy Action (IMPACT) Accelerator grant program in 2025 to support the implementation of policies and projects that foster community resilience and reduce emissions related to buildings, land use, transportation, and waste.

The city applied for the grant program in February 2026 and was awarded $2.64 million in March 2026. The grant funds will be used to hire a consultant to conduct a zoning code analysis and to explore the following housing-supportive code amendments:

- Create a new residential zone district (R-4) to allow attached and multi-unit housing and to reduce reliance on planned development zoning; and
- Remove zoning barriers near main street (38th Ave.) and commercial corridors; and
- Evaluate lot size and width standards to enable appropriate infill.

In addition to policy-focused work, grant funds will be used to offset permit and development fees for ADUs, multi-family and mixed-use developments, and reimburse soft costs for deed-restricted affordable housing projects through a city run rebate program.

RECOMMENDATIONS

Staff recommend approval of this Resolution which amends the Housing Fund Budget, accepts the grant funds, and authorizes the Mayor to sign the grant agreement.

RECOMMENDED MOTION:

"I move to approve Resolution No. 35-2026, a resolution amending the 2026 Fiscal Year Housing Fund budget to reflect the approval of a supplemental budget appropriation in the amount of $2.64 million and approving a grant agreement with the Colorado Energy Office."

Or,

"I move to postpone indefinitely Resolution No. 35-2026, a resolution amending the 2026 Fiscal Year Housing Fund budget to reflect the approval of a supplemental budget appropriation in the amount of $2.64 million and approving a grant agreement with the Colorado Energy Office for the following reason(s) _____."

REPORT PREPARED/REVIEWED BY:

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

ATTACHMENTS:

1. Resolution No. 35-2026
2. CEO IMPACT Intergovernmental Grant Agreement

CITY OF WHEAT RIDGE, COLORADO

RESOLUTION NO. 35

SERIES OF 2026

TITLE: A RESOLUTION AMENDING THE 2026 FISCAL YEAR HOUSING FUND BUDGET TO REFLECT THE APPROVAL OF A SUPPLEMENTAL BUDGET APPROPRIATION IN THE AMOUNT OF $2.64 MILLION AND APPROVING A GRANT AGREEMENT WITH THE COLORADO ENERGY OFFICE

WHEREAS, the City was awarded a $2,640,000 grant from the Colorado Energy Office (CEO) Local Implementation, Mitigation, and Policy Action (IMPACT) Accelerator Grant Program, which requires a City match of $132,000 (5%) to support a zoning code analysis, housing-supportive code amendments, and a fee rebate program for ADUs, multi-unit housing, and soft costs for affordable housing; and

WHEREAS, the City Council wishes to accept and appropriate these funds for the total project cost into the 2026 Fiscal Year Housing Fund budget with subsequent reimbursements up to $2,640,000 from CEO; and

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

WHEREAS, the acceptance of the grant is subject to the condition of execution of the attached CEO IMPACT grant agreement.

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

Section 1. The City Council hereby authorizes the Mayor to sign the grant agreement with the Colorado Energy Office in final form, as approved by the City Attorney and the City Manager.

Section 2. The 2026 Housing Fund Budget is hereby amended to reflect a supplemental budget appropriation as follows:

- A transfer of $2,640,000 from Housing Fund undesignated reserves to account number 450-70750-101 and the amendment of revenues accordingly.

ATTACHMENT 1

DONE AND RESOLVED this 10th day of August 2026

Korey Stites, Mayor

ATTEST:

Onorina Maloney, Sr. Deputy City Clerk

ATTACHMENT 1

Grant Award Letter

Intergovernmental Grant Agreement

Cover Page

State Agency

Colorado Energy Office (CEO)

Grantee

City of Wheat Ridge

Grantee UEI

TEAYNF4J6VC8

Grant Amount

State Fiscal Year 2027	$2,640,000.00
State Fiscal Year 2028	Any unused funds from SFY27
State Fiscal Year 2029	Any unused funds from SFY28
State Fiscal Year 2030	Any unused funds from SF29

Total for all State Fiscal Years

$2,640,000.00

Grant Agreement No.

CTGG1 27-

Grant Issuance Date

The date the State Controller or an authorized delegate signs this Grant Letter

Grant Expiration Date

July 31, 2029

Fund Expenditure End Date

July 31, 2029

Agreement Authority –

Authority to enter into this Agreement exists in CRS §24-38.5-101, et seq., and funds have been appropriated for this Agreement from the U.S. Environmental Protection Agency Award No. 00I02300, and a sufficient unencumbered balance thereof remains available for payment.

Grant Purpose

The purpose of this Grant Agreement is for Grantee to focus on advancing policies that extend beyond state requirements and implementing projects that support and further policy adoption work, which will help drive long-term emissions reductions and provide other co-benefits like bolstering local resilience and improving air quality. Grantee was awarded as a result of the CEO's competitive Local IMPACT Accelerator Grant Program Application.

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

1. Exhibit A, Statement of Work.
2. Exhibit B, Budget.
3. Exhibit C, Compliance Reporting Requirements.

ATTACHMENT 2

4. Exhibit D, Federal Provisions.

In the event of a conflict of inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Exhibit D, Federal Provisions.
2. Colorado Special Provisions in §18 of the main body of this Agreement.
3. The provisions of the other sections of the main body of this Agreement.
4. Exhibit A, Statement of Work.
5. Exhibit B, Budget.
6. Exhibit C, Compliance Reporting Requirements.

Principal Representatives

For the State:
Tori Shaw
Colorado Energy Office
1600 Broadway Street
Suite 1960
Denver, CO 80202
Tori.shaw@state.co.us

For Grantee:
Lauren Mikulak
City of Wheat Ridge
7500 West 29th Avenue
Wheat Ridge, CO 80333
lmikulak@wheatridge.gov

Signature Page

The Signatories Listed Below Authorize this Grant

STATE OF COLORADO

Jared S. Polis, Governor

Colorado Energy Office

Will Toor, Executive Director

_____

By: Will Toor, Executive Director

Date: _____

Grantee

City of Wheat Ridge

Korey Stites, Mayor

_____

By: Korey Stites, Mayor

Date: _____

In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

_____

By: Jonathon Bray, Controller, Office of the Governor

Date_____

1. Grant

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the "State") hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the "Grantee") an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. Term

A. Initial Grant Term and Extension

The Parties' respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter showing the new Grant Expiration Date. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in Exhibit A.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This

subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

C. Grantee's Termination Under Federal Requirements

Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. Definitions

The following terms shall be construed and interpreted as follows:

A. **"Agreement"** means this Agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

B. "**Award"** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

C. **"Breach of Agreement"** means 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. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

D. **"Budget"** means the budget for the Work described in Exhibit B.

E. **"Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.

F. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1 *et seq.*, C.R.S.

G. **"Cost Sharing"** means a portion of project costs not paid under this Subaward. This includes match which refers to required levels of cost share that must be provided (2 CFR 200.306)

H. **"Grant Award Letter"** means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

I. **"Grant Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.

J. **"Grant Expiration Date"** means the Grant Expiration Date shown on the first page of this Grant Award Letter.

K. **"Grant Issuance Date"** means the Grant Issuance Date shown on the first page of this Grant Award Letter.

L. **"Exhibits"** exhibits and attachments included with this Grant as shown on the first page of this Grant

M. **"Extension Term"** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter

N. **"Federal Award"** means an award of Federal financial assistance or a cost-reimbursement agreement under the Federal Acquisition Regulations by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

O. **"Federal Awarding Agency"** means a federal agency providing a Federal Award to a Recipient. The U.S. Environmental Protection Agency (EPA) is the Federal Awarding Agency for the Federal Award which is the subject of this Grant.

P. **"Goods"** means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

Q. **"Incident"** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

R. **"Initial Term"** means the time period between the Grant Issuance Date and the Grant Expiration Date.

S. **"Party"** means the State or Grantee, and "Parties" means both the State and Grantee.

T. **"PII"** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., C.R.S.

U. **"Recipient"** means the State Agency shown on the first page of this Grant Award Letter, for the purposes of the Federal Award.

V. **"Services"** means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.

W. **"State Confidential Information"** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

X. **"State Fiscal Rules"** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.

Y. **"State Fiscal Year"** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

Z. **"State Records"** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

AA. **"Sub-Award"** means this grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

BB. **"Subcontractor"** means third-parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees.

CC. **"Subrecipient"** means an entity that receives a Sub-Award from a pass-through entity to carry out part of a Federal award. The term subrecipient does not a beneficiary or participant. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Grant, Grantee is a Subrecipient.

DD. **"Uniform Guidance"** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to the Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

EE. **"Work"** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.

FF. **"Work Product"** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. Statement of Work

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate or reimburse

Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

5. Payments to Grantee

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount for each State Fiscal Year shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

B. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Matching Funds

RESERVED

D. Reimbursement of Grantee Costs

Upon prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget. The State shall reimburse Grantee for the Federal share of properly documented allowable costs related to the Work after the State's review and approval thereof, subject to the provisions of this Grant. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close Out.

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. If the Federal Awarding Agency has not closed this Federal Award within 1 year and 90 days after the Grant Expiration Date due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

6. Reporting - Notification

A. Performance and Final Status

Grantee shall submit reports pursuant to Exhibit A. Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in **§5.E**, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. Grantee Records

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis

of Grantee. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. If Grantee enters into a subcontract or subgrant with an entity that would also be considered a Subrecipient, then the subcontract or subgrant entered into by Grantee shall contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. Confidential Information-State Records

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance

Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Grantee, including, but not limited to, Grantee's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement.

9. Conflict of Interest

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 Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

10. Insurance

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

11. Breach of Agreement

In the event of a breach of agreement, the aggrieved party shall give written notice of breach of agreement 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 as described in §12 for that party. Notwithstanding any provision of this agreement to the contrary, the state, in its discretion, need not provide notice or a cure period and may immediately terminate this agreement in whole or in part or institute any other remedy in this agreement in order to protect the public interest of the state; or if grantee is debarred or suspended under §24-109-105, C.R.S., the state, in its discretion, need not provide notice or cure period and may terminate this agreement in whole or in part or institute any other remedy in this agreement as of the date that the debarment or suspension takes effect.

12. Remedies

A. State's Remedies

In addition to any remedies available under any exhibit to this grant agreement, if Grantee is in breach under any provision of this agreement and fails to cure such breach, the state, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this agreement or at law. The state 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 state may terminate this entire agreement or any part of this agreement. Additionally, if Grantee fails to comply with any terms of the federal award, then the state may, in its discretion or at the direction of a federal awarding agency, terminate this entire agreement or any part of this agreement. Grantee shall continue performance of this agreement to the extent not terminated, if any.

The State may also terminate this grant agreement at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

a. Obligation and Rights

To the extent specified in any termination notice, 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, Grantee shall complete and deliver to the State 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 State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.B**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

II. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee

to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of grantee's employees, agents, or subcontractors from the work whom the state deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the state to be contrary to the public interest or the state's best interest.

e. Intellectual Property

If any work infringes, or if the state in its sole discretion determines that any work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, grantee shall, as approved by the state (i) secure that right to use such work for the state and grantee; (ii) replace the work with non-infringing work or modify the work so that it becomes non-infringing; or, (iii) remove any infringing work and refund the amount paid for such work to the state.

f. Collection of Unallowable Costs (2 CFR 200.410)

Payments made for costs determined to be unallowable by either the awarding Federal agency, cognizant agency for indirect costs, or pass-through entity must be refunded with interest to the Federal Government. Unless directed by Federal statue or regulation, repayments must be made in accordance with the instructions provided by the Federal agency or pass-

through entity that made the allowability determination. See §§ 200.300 through 200.309, and § 200.346.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

13. Dispute Resolution

Except as herein specifically provided otherwise or as required or permitted by federal regulations related to any Federal Award that provided any of the Grant Funds, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

14. Notices and Representatives

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§14.**

15. Rights in Work Product and Other Information

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

16. Governmental Immunity

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

of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

17. General Provisions

A. Assignment

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

B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly 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.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

G. Severability

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

H. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter 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 Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

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

K. Accessibility

i. Grantee shall comply with the *Accessibility Standards for Individuals with a Disability*, as adopted by the Office of Information Technology pursuant to ¤24-85-103 C.R.S.

ii. The State may require Grantee's compliance with the *Accessibility Standards for Individuals with a Disability* adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S. is determined and tested by a qualified third party selected by the State. The State may ask the Grantee to review the selection of the third party. Grantee shall be responsible for all costs associated with the third-party vendor's assessment. If Grantee is not in compliance as determined by the third-party vendor, at the State's request and at the State's direction, Grantee shall promptly take all necessary actions to come into compliance using a State-approved vendor, at no additional cost to the State.

L. Federal Provisions

Grantee shall comply with all applicable requirements of Exhibit D at all times during the term of this Grant.

18. Colorado Special Provisions (Colorado Fiscal Rule 3-3)

A. Statutory Approval. §24-30-202(1) C.R.S.

This agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. Fund Availability. §24-30-202(5.5) C.R.S.

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. Governmental Immunity.

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

D. Independent Contractor.

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any Agreement, liability, or understanding, except as expressly set forth herein. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. Compliance with Law.

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.

F. Choice of Law, Jurisdiction, and Venue.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. Prohibited Terms.

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee’s liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. Software Piracy Prohibition.

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain

in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. Employee financial Interest/Conflict of Interest. §§24-18-201 and 24-50-507 C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

Section 1: Project Background and Description

The following section provides an overview of the Local Implementation, Mitigation, and Policy Action Accelerator Program (Local IMPACT Accelerator or "Accelerator" hereafter) and the City of Louisville's ("the Grantee" hereafter) specific policy and project work. It also includes key requirements from the U.S. Environmental Protection Agency (EPA) and the Colorado Energy Office (CEO).

The term "Grantee" refers to recipients of CEO CPRG funding and "Grant Agreement" refers to the Intergovernmental Agreement between Grantee and CEO. However, CEO will refer to Grantee as "Subrecipient" and Grant Agreement as "Subaward Agreement" for all other documentation, in order to align with EPA's naming conventions.

EPA and CEO Compliance Requirements

The Grantee shall comply with all Federal Award Terms and Conditions associated with CPRG, including EPA General Terms and Conditions, 2 CFR 200, 2 CFR 1500, 40 CFR 33, Clean Air Act Sec 137, and all Quality Assurance (QA) requirements as detailed in Task 2. In addition, the grantee shall comply with CEO specific requirements including those that serve to monitor risk and performance as noted in Section 8.

Overview of the Accelerator Program

The Accelerator will provide a total of approximately $50 million in grants from the EPA Climate Pollution Reduction Grant (CPRG) program. These funds will support local governments in adopting policies that extend beyond state requirements in four categories (Buildings, Land Use, Transportation, Waste) in order to bolster local resilience, reduce emissions, and advance other state priorities, such as improved air quality.

Overview of the Grantee Policy and Project

The Grantee will develop and adopt housing-supportive zoning code amendments to remove regulatory barriers related to (1) attached housing in residential areas and (2) multi-family and mixed-use development near transit and commercial corridors, to be approved by City Council. The policy work includes a zoning code audit, stakeholder engagement, and drafting

of ordinance amendments aligned with adopted housing, sustainability, and comprehensive plans.

This effort is supported by project activities that implement fee rebate programs for Accessory Dwelling Units (ADU or ADUs hereafter) and multi-family development and provide financial support for soft costs for affordable housing. The project will reduce development barriers and accelerate delivery of diverse and affordable housing options enabled by the policy.

By executing this Grant Agreement, the Grantee commits to pursuing the adoption of local policies that exceed minimum State and local standards, as committed to in the Grantee's Accelerator application and required by the Accelerator Program Guidance.

Overview of Deliverables and Work Products

Deliverables, which must be submitted to CEO for review and approval, are distinct from work products, which are materials developed by the Grantee or its vendors that do not need to be submitted to CEO. Deliverables for this Statement of Work include the monthly progress reports, the final report, Quality Assurance and Compliance documents, and the Task Continuation Work Request. For Tasks where the Grantee is expected to complete work or create work products but is not required to submit a deliverable to CEO, the Grantee shall provide a detailed summary of work progress in monthly progress reports. This requirement is noted in both the *Summary of Task Deliverables* sections and *Section 3: Project Schedule* as "Detailed to CEO in monthly progress reports."

Unless otherwise stated, CEO will not require the Grantee to submit work products for approval, but the Grantee is expected to save all work products and have them readily available for CEO for monitoring or risk assessment. Work product completion will be validated through monthly reports and in monthly meetings with the Program Manager.

Overview of Phased Funding Approach

CEO has awarded the Grantee funding in a phased approach, where the Grantee may only begin certain tasks after the completion and approval of prior tasks.

The Grantee may only begin work and submit reimbursement requests for the available funding amounts associated with Task 1-3 in Table 1 below until a Task Continuation Work Request is approved, as described herein. Upon completion of Task 3 - Advance Milestones

toward Policy Adoption, the Grantee must submit a Task Continuation Work Request to CEO. The Grantee is prohibited from working on any task following Task 3 until they have received CEO approval of their Task Continuation Work Request. See Task 3.2 Task Continuation Work Request for request submission details. See Table 1 below for funding availability by phase and task.

If the Grantee fails to submit a Task Continuation Work Request or if CEO does not approve the request, CEO's maximum liability to the Grantee will be limited to the funds approved for Tasks 1-3. In such an event, CEO reserves the right to de-obligate any remaining project funding.

Table 1

Phase	Tasks	Available Funding	Funding Availability
Phase 1	1 - Project Communication and Administration	$0	Upon Agreement Effective Date
	2 - Quality Assurance	$40,000	
	3 - Advance Milestones toward Policy Adoption	$120,000	
Phase 2	4 – Policy Adoption	$30,000	Successful completion of Task 3.1, 3.2 and approval of Task Continuation Work Request as described in Task 3.3.
	5 - Project Implementation / Housing Incentives and Fee Rebate Programs	$2,450,000	
	Total Costs	**$2,640,000**	

Section 2: Work Tasks, Deliverables, and Timeline

- The Grantee shall complete the following work tasks and provide the following deliverables to CEO, subject to CEO's (or others') final approval and discretion.
- Any work products and deliverables must comply with the State of Colorado technical standards related to technology accessibility and with Level A and AA of the most current version of the Web Content Accessibility Guidelines (WCAG), currently WCAG 2.1.
- The State may require compliance to the State's accessibility standards for any work product be determined by a third-party selected by the State. Please refer to the Vendor Accessibility Guide for more information on the State's accessibility requirements.
- The Grantee and its vendors and contractors shall adhere to Addendum 1, Artificial Intelligence (AI) Disclosure and Use Requirements, which includes disclosing in writing whether and how AI is used, human oversight of AI-generated content, data protection and confidentiality, and quality and accuracy standards.
- In all cases, CEO will need time to review deliverables. Whether called out in specific tasks or not, the Grantee should allow at least one week for CEO review and one week for the Grantee to accept edits into their process. Building in at least two additional weeks (or more) for this full review process will help ensure deadlines are met with an appropriate buffer to ensure the end product is meeting all standards for quality, accessibility, and design.

Task 1 Project Communication and Administration

Project communication and administration activities are expected to occur for the duration of the project and include the tasks below.

- **Task 1.1 Kickoff Meeting**
  The Grantee shall attend a 60-90 minute (virtual or in-person) kick-off meeting with

CEO, ideally within one week but no more than 12 business days of Grant Agreement Effective Date unless otherwise allowed in writing (i.e., email) by CEO.

- **Task 1.2 Monthly Meetings**
  The Grantee shall attend monthly meetings (virtual or in-person) with CEO. If the CEO Program Manager (PM) determines that meetings should be held more or less frequently, CEO will communicate this in writing (i.e., email).

- **Task 1.3 Monthly Report**
  The Grantee shall submit a monthly report, using a CEO provided template, no later than the 15th day of the following month unless otherwise allowed by CEO in writing (i.e., email). If the 15th day falls on a weekend or holiday, the report is due the Monday or workday following the weekend or holiday. The report shall summarize work for the previous month, including but not limited to: A) project status, B) a description of the work products, deliverables and tasks completed during the reporting period, C) budget expended and remaining by cost category, D) project findings, E) unanticipated outcomes or roadblocks, and, F) next steps in the project. The Grantee shall also include a description of Quality Assurance and EIO activities completed including, but not limited to: status of QA deliverables, collection and/or use of primary or existing data, or any other QA or EIO related activity. If work is behind schedule, the Grantee should provide a summary of reasons for the delay and an action plan to get back on schedule. The Grantee shall submit the monthly report together with the monthly invoice (unless CEO has approved an exception) in order to show grant spend down and timely billing to CEO. Note that a monthly report is required whether or not an invoice is submitted.

- **Task 1.4 Annual Report**
  Each year by the 15th of September, unless otherwise allowed by CEO in writing (i.e., email) the Grantee will submit an annual report, using a CEO provided template, which will replace the monthly report for that month only and require additional details. These will include: A) Verification that the Grantee has reviewed their Supplemental Assurance Plan, (SAP) as required in Task 2, B) Submission of the Grantee's updated SAP, as necessary, and C) Confirmation that the Grantee is advancing milestones toward policy adoption, that the policy adoption timeline is still accurate, and a list of

any risk mitigation strategies being applied to ensure the policy adoption will be successful. Failure to provide the necessary details above including showing the jurisdiction is still working to advance the policy/policies it committed to passing may result in actions such as pausing grant funding until such time as those details can be adequately provided to CEO and the CEO PM accepts the annual report.

- **Task 1.5 Final Project Report**

  The final report should describe project outcomes against tasks/subtasks, summarize achievements, challenges, and lessons learned, and be no more than five (5) pages. CEO will provide the Grantee with a final report template. The final report shall be submitted with the final invoice, which should indicate completion of all project deliverables. Final reports are due within 45 days of the expiration of the Agreement. However, the Grantee will not be reimbursed for hours spent completing the final report if those hours occur after the expiration of the Agreement.

Summary of Task 1 Deliverables

- **1.1 Kickoff Meeting.** Within 12 business days of the Grant Agreement Effective Date.
- **1.2 Monthly Meetings**. Monthly after the kickoff meeting.
- **1.3 Monthly Reports**. Due by the 15th calendar day of the following month.
- **1.4 Annual Report.** Due annually on September 15.
- **1.5 Final Project Report**. Due within 45 calendar days of the Grant Agreement expiration date.

Task 2 Quality Assurance

EPA requires that all organizations performing Environmental Information Operations (EIO) must adhere to EPA's Quality Assurance Policy and that all EIO shall be implemented in accordance with an approved Quality Assurance Project Plan (QAPP). As such, all grantees under the Accelerator program must adhere to EPA's Quality Program, CEO's QMP (Quality Management Plan), CEO's QAPP or CEO's Programmatic Quality Assurance Project Plan (PQAPP).

In order to simplify this process for Grantees, CEO is drafting a PQAPP for EPA approval. The PQAPP outlines how CEO will perform EIO relevant to Accelerator Grantee project scopes, such as the use of existing environmental data or the collection of limited primary environmental data. CEO will provide the Grantee with a list of EIO activities covered by CEO's PQAPP.

As part of adhering to CEO's PQAPP, the Grantee must complete and submit a Supplemental Assurance Plan (SAP) to provide CEO with all expected data sources and reports the Grantee intends to use. CEO will review the SAP and determine if CEO's PQAPP will cover the Grantee's EIO, or if the Grantee will need to draft their own QAPP for EPA approval. Grantees that do not need to draft their own QAPP must only complete Tasks 2.1-2.3 below. Grantees that need to draft their own QAPP, whether determined before the Agreement Effective Date or during the term of the Agreement, must still complete Tasks 2.1-2.3 but must also complete tasks 2.4-2.6 below.

CEO will provide $40,000 in funding to Grantees to support the Quality Assurance activities detailed below. If it is determined jointly by CEO and the Grantee that funding support for PQAPP/SAP/QAPP compliance is not needed and CEO agrees to exercise this option, CEO may reallocate the funding associated with this task. The Grantee or CEO may initiate this request and it must be confirmed in writing (i.e. email) by CEO. Allowable uses of reallocated funds include but are not limited to: A) compliance with other federal requirements in this Agreement, B) adding funding to augment another task within this SOW, C) funding an optional task (if one is listed in this SOW and CEO agrees to exercise the option in writing (i.e., email) to Grantee), or D) adding a task not in the current SOW. Option D will require an amendment to the Agreement before work can begin.

- **Task 2.1 SAP Submission**

  The Grantee must complete and submit a SAP to CEO for review and approval with all expected data sources and reports the Grantee intends to use. In some cases, EPA may review as well. The Grantee must receive CEO approval of the SAP prior to engaging in EIO. CEO will provide the Grantee with a SAP template.

- **Task 2.2 Annual SAP Review**

The Grantee must conduct a formal annual review of their SAP to confirm the information is still accurate and submit the review to CEO for approval. CEO will provide guidance on how to perform and document an annual SAP review.

- **Task 2.3 Ongoing SAP QA Monitoring**

  In addition to the formal annual review, the Grantee must also regularly review their SAP and track minor changes as needed. This includes reporting on Quality Assurance during each monthly meeting and monthly progress report. If, at any point throughout the grant term, either the Grantee or CEO determines the Grantee is working on EIO-related activities that are outside of the scope of the Grantee's SAP, the Grantee shall immediately stop work on EIO-related activities and consult with the CEO PM and CEO's Quality Assurance Manager. The Grantee may not resume work on EIO-related activities until CEO identifies a remedy, which is likely the resubmission of a revised SAP for CEO approval. As evidenced to CEO in monthly progress reports as well as in the SAP if/when a change is needed.

- **Task 2.4 QAPP and Crosswalk Submission (if a QAPP is required)**

  If the Grantee's scope of EIO exceeds that which is covered by CEO's PQAPP, the Grantee must develop their own QAPP and associated QAPP Crosswalk for EPA approval. The QAPP Crosswalk is used to ensure each aspect of the QAPP has been completed and meets EPA requirements. The Grantee will submit these documents to CEO for review, and CEO will provide feedback for the Grantee to incorporate prior to EPA submission. CEO will then submit the Grantee's final QAPP/QAPP Crosswalk to EPA. The Grantee is expected to incorporate all edits and revisions until EPA provides final approval.

- **Task 2.5 Annual QAPP Review (if a QAPP is required)**

  If the Grantee has developed their own QAPP, the Grantee must conduct a formal annual review of the QAPP using the EPA QAPP Crosswalk to confirm the information is still accurate or identify and describe any changes to the approved QAPP. QAPP Crosswalks and/or revised QAPPS must be submitted to EPA no later than 60 calendar days prior to the anniversary of the EPA QAPP approval date. In order to

provide CEO time to evaluate the Grantee's annual QAPP review, the Grantee must submit the QAPP Crosswalk and, if applicable, the revised QAPP to CEO at least 90 calendar days prior to the anniversary of the EPA QAPP approval date.

- **Task 2.6 Ongoing QAPP QA Monitoring (if a QAPP is required)**

  In addition to the formal annual review, the Grantee must also regularly review their QAPP and track minor changes as needed. This includes reporting on Quality Assurance during each monthly meeting and monthly progress report. If, at any point throughout the grant term, either the Grantee or CEO determines the Grantee is working on EIO-related activities that are outside of the scope of the Grantee's QAPP, the Grantee shall immediately stop work on EIO-related activities and consult with the CEO PM and CEO's Quality Assurance Manager. The Grantee may not resume work on EIO-related activities until CEO identifies a remedy, which is likely the resubmission of the QAPP for EPA approval.

Summary of Task 2 Deliverables

- **2.1 SAP Submission.** Due within 30 calendar days of request by CEO PM.
- **2.2 Annual SAP Review.** Due annually on September 15.
- **2.3 Ongoing SAP QA Monitoring.** Ongoing. Detailed to CEO in monthly progress reports (or in a SAP update as needed).
- **2.4 QAPP and Crosswalk Submission (if a QAPP is required).** Due date to be determined by CEO Quality Assurance Manager.
- **2.5 Annual QAPP Review (if a QAPP is required).** Due annually to CEO at least 90 calendar days prior to the anniversary of the EPA QAPP approval date.
- **2.6 Ongoing QAPP QA Monitoring (if a QAPP is required).** Ongoing. Detailed to CEO in monthly progress reports.

Task 3 Advance Milestones towards Policy Adoption

The subtasks in Task 3 represent the work that the Grantee must complete to demonstrate a good faith effort in advancing policy. CEO will not reimburse Grantee for work performed on

any tasks following Task 3 until Task 3 is completed (unless otherwise allowed in writing by CEO).

- **Task 3.1 Hire a Zoning Code Consultant**

  The Grantee is committed to advancing several key milestones to demonstrate good faith effort toward policy adoption and unlock project funding. These milestones include hiring a consultant, through a competitive bid process, to complete a zoning code analysis.

- **Task 3.2 Complete Zoning Code Analysis**

  The Consultant will perform a technical analysis of the zoning code and other city processes, to identify zoning, permitting, and design barriers affecting both attached housing in residential areas and multi-family and mixed-use development near transit and commercial corridors. Key milestones supporting the technical analysis include: A) conducting an internal code audit amongst city staff to identify known barriers and opportunities aligned with adopted housing and sustainability goals, B) drafting initial recommendations for the zoning code amendment, and C) completing one-on-one interviews with key stakeholders, including builders and developers, to identify barriers and inconsistencies with the zoning code. This consultant will also provide technical support to city staff in drafting code amendments and support the policy adoption process in tasks 4.1 and 4.2.

- **Task 3.3 Task Continuation Work Request**

  The Grantee shall submit a Task Continuation Work Request using a template provided by CEO via email to the CEO PM. The Grantee should also submit any associated documentation and/or publicly available hyperlinks as requested by CEO indicating completion of deliverables outlined in Tasks 3.1 and 3.2 with the Task Continuation Work Request. If the Grantee is unable to complete Tasks 3.1 and 3.2 due to unforeseen complications, they may request an exemption on the Task Continuation Work Request template and CEO will evaluate the request. If an exemption is granted, a formal Grant Agreement amendment may be required.

<u>Summary of Task 3 Deliverables</u>

- **3.1 Hire a Zoning Code Consultant.** Estimated to start at the beginning of September 2026 and end at the end of February 2027. Detailed to CEO in the Task Continuation Work Request.
- **3.2 Complete Zoning Code Analysis.** Estimated to start at the beginning of September 2026 and end at the end of February 2027. Detailed to CEO in the Task Continuation Work Request.
- **3.3 Task Continuation Work Request.** Due to CEO within 30 calendar days after Task 3.1 and Task 3.2 are completed.

Task 4 Policy Adoption

The Grantee shall continue a good faith effort in advancing policy adoption. The hired consultant will support the following tasks.

- **Task 4.1 Attached Housing Zoning Code Amendment**

  The Grantee is committed to advancing milestones towards policy adoption. These milestones include: A) Draft zoning code amendments to enable attached housing, including updates to use permissions, dimensional standards, and development criteria, as applicable; B) Inform the community, using existing community engagement platforms that changes are being made in accordance with adopted plans; C) Coordinate with Planning Commission, City Council, and stakeholders to refine code amendments, and D) Present amendments to Planning Commission and City Council and advance adoption.

- **Task 4.2 Multi-Family and Mixed-Use Zoning Code Amendment**

  The Grantee is committed to advancing milestones towards policy adoption. These milestones include: A) Draft zoning code amendments to enable multi-family and mixed-use development, including updates to zoning districts, use tables, and development standards; B) Conduct stakeholder engagement with the community using existing community engagement platforms; C) Coordinate with City staff, Planning Commission, and stakeholders to refine amendments and ensure alignment with planning goals, and C) Present amendments to Planning Commission and City Council and advance adoption.

Summary of Task 4 Deliverables

- **4.1 Attached Housing Zoning Code Amendment.** Estimated to begin in February 2027 and be completed by the end of March 2028. Detailed to CEO in monthly progress reports.
- **4.2 Multi-Family and Mixed-Use Zoning Code Amendment.** Estimated to begin in February 2027 and be completed by the end of March 2028. Detailed to CEO in monthly progress reports.

Task 5 Project Implementation

The Grantee shall implement projects to support adoption and implementation of the zoning code amendments including the following.

- **Task 5.1 ADU Fee Rebate Program**
  Establish rebate eligibility criteria and implement a rebate program to offset plan review, permit fees, and use tax for ADU construction, reducing upfront costs and increasing feasibility for homeowners.
- **Task 5.2 Multi-Family and Mixed-Use Fee Rebate Program**
  Establish rebate eligibility criteria and implement a rebate program for multi-family and mixed-use development, including plan review, permit fees, and use tax support, to improve project feasibility and accelerate housing delivery.
- **Task 5.3 Affordable Housing Soft Cost Support**
  Establish rebate eligibility criteria and implement a rebate program to provide financial assistance for soft costs such as design, engineering, and permitting for deed-restricted affordable housing projects, enabling development of income-restricted units and advancing affordable housing production. The beneficiary will pay for 100% of allowable soft costs up front, and the Grantee will reimburse a portion of the total incurred soft costs.

Summary of Task 4 Deliverables

- **5.1 ADU Fee Rebate Program.** Estimated to begin in February 2027 and be completed by the end of April 2029. Detailed to CEO in monthly progress reports.

- **5.2 Multi-Family and Mixed-Use Fee Rebate Program.** Estimated to begin in February 2027 and be completed by the end of April 2029. Detailed to CEO in monthly progress reports.
- **5.3 Affordable Housing Soft Cost Support.** Estimated to begin in February 2027 and be completed by the end of April 2029. Detailed to CEO in monthly progress reports.

Section 3: Project Schedule

Task Number	Summary of Deliverables	Key Dates
1.1	Kickoff Meeting	Within 12 business days of the Grant Agreement Effective Date.
1.2	Monthly Meetings	Monthly after the kickoff meeting.
1.3	Monthly Reports	Due by the 15th calendar day of the following month.
1.4	Annual Report	Due annually on September 15.
1.5	Final Project Report	Due within 45 calendar days of the Grant Agreement expiration date.
2.1	SAP Submission	Due within 30 calendar days of request by CEO PM.
2.2	Annual SAP Review	Due annually on September 15.
2.3	Ongoing SAP QA Monitoring	Ongoing. Detailed to CEO in monthly progress reports (or in a SAP update as needed).
2.4	QAPP and Crosswalk Submission (if a QAPP is required)	Due date to be determined by CEO Quality Assurance Manager.

Task Number	Summary of Deliverables	Key Dates
2.5	Annual QAPP Review (if a QAPP is required)	Due annually to CEO at least 90 calendar days prior to the anniversary of the EPA QAPP approval date.
2.6	Ongoing QAPP QA Monitoring (if a QAPP is required)	Ongoing. Detailed to CEO in monthly progress reports.
3.1	Hire a Zoning Code Consultant	Estimated to begin in September 2026 and be completed by February 2027. Detailed to CEO in the Task Continuation Work Request.
3.2	Complete Zoning Code Analysis	Estimated to begin in September 2026 and be completed by February 2027. Detailed to CEO in the Task Continuation Work Request.
3.3	Task Continuation Work Request	Due to CEO within 30 calendar days after Task 3.1 and Task 3.2 are completed
4.1	Attached Housing Zoning Code Amendment	Estimated to begin in February 2027 and be completed by the end of March 2028. Detailed to CEO in the Task Continuation Work Request.
4.2	Multi-Family and Mixed-Use Zoning Code Amendment	Estimated to begin in February 2027 and be completed by the end of March 2028. Detailed to CEO in the Task Continuation Work Request.
5.1	ADU Fee Rebate Program	Estimated to begin in February 2027 and be completed by the end of April 2029. Detailed to CEO in monthly progress reports.
5.2	Multi-Family and Mixed-Use Fee Rebate Program	Estimated to begin in February 2027 and be completed by the end of April 2029. Detailed to CEO in monthly progress reports.

Task Number	Summary of Deliverables	Key Dates
5.3	Affordable Housing Soft Cost Support	Estimated to begin in February 2027 and be completed by the end of April 2029. Detailed to CEO in monthly progress reports.

Section 4: Acceptance Criteria

The Grantee shall submit all final deliverables to CEO by the dates established in this Statement of Work tasks above to CEO's Program Manager, who shall determine whether deliverables meet the Task requirements in this Statement of Work and approve them. If needed, deliverables will be returned to the Grantee for modification before they are considered complete and reimbursement is made. CEO anticipates that prior to submission, all deliverables shall go through an internal review process and as such, shall reflect the requirements of this Statement of Work.

If project circumstances require modifications of the timelines within this SOW (prior to grant agreement expiration), the CEO may modify the respective Task deadlines (except for the grant agreement effective date and grant agreement expiration date and fund expenditure end date) provided any such modifications are appropriately justified and mutually agreed upon in writing (i.e. email) by both the CEO and the Grantee.

Section 5: Compliance Reporting

The Grantee is responsible for adhering to all Federal Terms and Conditions referenced in the Overview of EPA and CEO Compliance Requirements section on page 1. If the Grantee's project prompts federal requirements such as compliance with Davis-Bacon and Related Acts (DBRA), Build America, Buy America (BABA) as required by CEO, the Grantee will be required to provide related documentation to CEO to demonstrate compliance. Exhibit C - Compliance Reporting outlines a detailed breakdown of any applicable reporting requirements that must be met prior to reimbursement.

Section 6: Budget

CEO has reviewed and approved the budget in Exhibit B - Budget Information for this Agreement. The maximum amount payable under this Agreement to the Grantee by CEO shall be $2,640,000.00, as determined by the State from available funds. To make any changes to the approved budget, the Grantee shall follow the below processes and detail any requested changes in the monthly report. Note that Grant Agreement amendments cannot increase the total maximum amount of the Agreement unless otherwise approved by CEO, and CEO reserves the right not to approve budget change requests.

Budget Changes Requiring CEO Approval

The following actions require written approval (i.e. email) from CEO and may also require a formal Grant Agreement amendment:

- Reallocating more than 10% of the total award value between cost categories.
- Reallocating any dollar amount of funds from Participant Support Costs to any other Cost Category or between Construction and any other Cost Category.
- Any changes to indirect rates or total indirect amounts. Grantee must use an approved NICRA, and all calculations remain subject to CEO approval.
- Any modification to the quantity or specifications of equipment purchases. While items listed in Exhibit B - Budget Information are pre-approved by CEO, any changes require CEO written approval.

Budget Changes Requiring CEO Notification

- Reallocating less than 10% of the total award value between cost categories excluding Participant Support Costs, Construction, and Indirect Costs.

Table 2

Cost Category	Budget
Personnel/Fringe	$0
Travel	$0

Equipment	$0
Supplies/Other Direct	$0
Contracts/Subawards	$190,000.00
Construction	$0
Participant Support Costs	$2,450,000.00
Indirect	$0
Total	**$2,640,000.00**

Section 7: Payment

Payments shall be made in accordance with the provisions set forth in the Grant Agreement. The State shall pay the Grantee the reasonable, allocable, and allowable costs for work performed based on satisfactory progress of the work defined in this Grant Agreement.

The Grantee shall be reimbursed based on time and materials as outlined in the tasks and deliverables stated above and in Exhibit B - Budget Information.

The Grantee must provide supporting documents for each reimbursement request prior to the disbursement of any funds. Acceptable supporting documents may include invoices, copies of contracts, Vendor quotes/receipts, time and effort reports, and other expenditure explanations that justify the reimbursement requests. CEO may request additional information from the Grantee to support the payment requests prior to release of funds, as deemed necessary.

The Grantee shall be compensated only for work and services performed by the Grantee and accepted by the CEO pursuant to the terms of this Agreement. Payment shall also be contingent upon CEO's timely receipt and acceptance of required reports described above. The Grantee shall be reimbursed no more than once a month based on the submission of the Grantee's invoice and progress report.

The monthly progress report will provide detail of the work performed on each task or deliverable. The progress report should include a narrative that substantiates the work described on the invoice for each task/deliverable. The Grantee shall invoice by task on a time and materials basis for Tasks according to Exhibit B - Budget Information.

Section 8: Risk and Performance Monitoring

To comply with state and federal requirements, the CEO must monitor and mitigate risk through its Risk Program. The State reserves the right to change monitoring procedures and requirements at any time during the Agreement term, provided the process does not unduly interfere with the Grantee's performance.

CEO may request, collect, and validate any work products and invoice backup documentation (i.e. timesheets, receipts, contractor documentation, etc.)—including physically visiting project sites or public meetings—for auditing, checking performance, and mitigating risks.

CEO will develop its monitoring program to assign grantees risk level (lower or higher) based on factors such as fiscal security, fraud mitigation, technical support, and cybersecurity. Higher-risk grantees may be required to comply with additional steps, including attending extra meetings, submitting additional documentation, documenting risk mitigation measures, or attending training, as deemed appropriate by the CEO and EPA. CEO will monitor risk and provide technical assistance as needed to the Grantee in order to help mitigate risk.

Addendum 1, Artificial Intelligence Disclosure and Use Requirements

AI Disclosure: Grantee and any contractor or vendor funded under this grant agreement shall disclose in writing, prior to delivery of any deliverable, whether and how artificial intelligence tools, including generative AI, machine learning, or automated analysis systems, were used in creating or contributing to the deliverable. Disclosure shall include the specific AI tools or systems used and the nature of their contribution (e.g., research, drafting, analysis, editing).

Human Oversight Requirement: All deliverables shall be reviewed, verified, and approved by qualified personnel with relevant subject matter expertise prior to submission. Grantee and any vendor or contractor funded under this grant agreement shall ensure that AI-generated or AI-assisted content is fact-checked for accuracy, reviewed for bias or errors, and validated against primary sources where applicable. The Grantee remains fully responsible for the quality, accuracy, and completeness of all deliverables regardless of AI use including for any vendor or contractor funded under this grant agreement.

Data Protection and Confidentiality: Grantee and any vendor or contractor funded under this grant agreement shall not input confidential state data, personally identifiable information (PII), or non-public information into any public or consumer-grade AI system. Any AI tools used must have appropriate enterprise-level data protections. State data shall not be used to train, fine-tune, or improve any AI model without prior written approval from the State.

Quality and Accuracy Standards: Deliverables must meet the acceptance criteria specified in the Statement of Work. AI-generated content must be clearly distinguishable from original research and analysis where appropriate. Reports shall cite primary sources and shall not rely solely on AI-generated summaries or conclusions for factual claims.

Requirements for Pass Through: Grantee shall use the language above in any solicitations and contracts or purchase orders to ensure that all contractors and vendors abide by these requirements. Grantee may modify the language as long as the intent of the language is maintained.

Exhibit C, Compliance Reporting Requirements

Competitive Procurement Documentation

Grantees are responsible for ensuring the flowdown of all federal compliance requirements to all contractors and subgrantees including competitive procurement standards. For any competitive procurement process a grantee executes, CEO will need to review the solicitation (e.g. RFP) prior to posting and final statement of work and budget prior to execution. This ensures the content aligns with the grantee's scope of work and budget with CEO, helps to achieve program goals, and meets federal requirements. If a Grantee chooses to pursue a non-competitive procurement process that is in line with 2 CFR 200 and the jurisdiction's own procurement policy, the Grantee must seek approval from CEO prior to contract execution and allow CEO to review the statement of work and budget.

Policy Language Review

All grantees are required to submit and receive CEO approval on the Task Continuation Work Request prior to expending Phase 2 funding. Whether or not policy adoption is part of Phase 1 or Phase 2, all grantees must share a draft of the policy language with CEO for review prior to presenting to an elected body for adoption, so that CEO can ensure the language aligns with the grantee's Statement of Work and Accelerator program goals.

Davis-Bacon and Related Acts (DBRA)

DBRA Davis-Bacon and Related Acts (DBRA) is a collection of labor standards provisions administered by the Department of Labor that are applicable to all Grants doing construction and maintenance activities. DBRA intends to ensure that all federal funds are being used to pay the prevailing wage of an area. These labor standards include:

a. Davis-Bacon Act, which requires payment of prevailing wage rates for laborers and mechanics on construction contracts of $2,000 or more;

b. Copeland "Anti-Kickback" Act, which prohibits a contractor or subcontractor from inducing an employee into giving up any part of the compensation to which he or she is entitled; and

c. Contract Work Hours and Safety Standards Act, which requires overtime wages to be paid for over 40 hours of work per week, under contracts in excess of $100,000.

Grantee Responsibilities When Entering Into and Managing Construction & Maintenance Contracts

a. For Solicitation and Contracts, Grantee must:

    i. Include the Correct Wage Determinations in Bid Solicitations and Contracts: Recipients are responsible for complying with the procedures provided in 29 CFR 1.6 when soliciting bids and awarding contracts.

    ii. Include DBRA Requirements in All Contracts: Include the following text on all contracts under this grant:

"By accepting this contract, the contractor acknowledges and agrees to the terms provided in the DBRA Requirements for Contractors and Subcontractors Under EPA Grants (https://www.epa.gov/grants/contract-provisions-davis-bacon-and-related-acts)."

b. After Award of Contract, Grantee must:

   i. Ensure contractor compliance with DBRA, as required by 29 CFR 5.6.

   ii. Submit weekly Certified Payroll Reports (CPRs) to CEO, including weeks where work is not performed. The wages for these workers must meet or exceed local wage determinations by county and job type, as identified on sam.gov, based on the wage determination lock-in date, which will be the same as the signing of this contract. Apprentices must have an official apprenticeship certification with clear indications of what percentage of the full journeyman wage determination the apprentice is entitled to, based on their current level. CEO must approve all CPRs pertaining to construction prior to reimbursing any construction or maintenance activities.

   iii. If needed, work with contractors to request additional wage rates under this grant, as provided in 29 CFR 5.5(a)(1)(iii).

   iv. Grantee and subcontractors must post the applicable wage determination Notice to Employees Working on Federal or Federally Assisted Construction Projects in a prominent and accessible place. This poster can be found here: (U.S. Department of Labor Publication WH-1321)

Equipment

Equipment is defined as "tangible personal property" having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes (see Capital assets at 2 CFR 200.1 Definitions), or the amount specified in Equipment at 2 CFR 200.1.

If equipment is purchased using grant funds, these conditions must be met by the Grantee for equipment use and management during the grant period:

a. Equipment must be used only for the purposes outlined in Exhibit A: Statement of Work during the period of performance or until the property is no longer needed for the purposes of the project.

b. The equipment and/or equipment components cannot be sold during the period of performance, unless otherwise approved by CEO.

c. All Equipment purchases must be approved by CEO in advance. All equipment detailed in Exhibit B - Budget have been approved by CEO. For any equipment not specified in Exhibit B - Budget, the Grantee shall request CEO's approval prior to purchasing. If the equipment specifications change from what is included in Exhibit B - Budget, the Grantee must also obtain CEO's approval.

d. The Grantee will assure the continued proper operation and maintenance of systems, equipment and devices funded under this agreement. Such practices shall be operated and

maintained for the expected lifespan of the specific measure and in accordance with commonly accepted design standards and specifications.

Build America, Buy America (BABA)

BABA requires that all iron and steel, construction materials, and manufactured products used in federally-funded infrastructure projects are produced in the United States. CEO will not reimburse for any equipment or supplies costs until all BABA requirements are satisfied. CEO recommends obtaining a BABA certification from the vendor/manufacturer and sharing with CEO for approval prior to final purchase. If a grantee purchases anything that is not BABA compliant, CEO will not reimburse the grantee for that expense even if the equipment has been purchased. The Grantee must include the Build America, Buy America requirements in all contracts.

See EPA's BABA FAQ for additional information.

Participant Support Costs

Participant support costs include rebates, subsidies, stipends, or other payments to program beneficiaries. Program beneficiaries may be individual owner/operators or private or public fleet owners, however program beneficiaries cannot be employees, contractors or subrecipients of the Grantee. As approved in the Exhibit B - Budget, if a Grant has participant support costs, they need to enter a written agreement with each beneficiary. Such written agreement is also required if a subrecipient or contractor intends to issue participant support costs to a program beneficiary. The written agreement must:

a. Describe the activities that will be supported by rebates, stipends, subsidies or other payments;

b. Specify the amount of the rebate, subsidy, stipend, or other payment;

c. Identify which party will have title to equipment (if any) purchased with a rebate or subsidy or other payment;

d. Specify any reporting required by the program beneficiary and the length of time for such reporting;

e. Establish source documentation requirements (e.g., invoices) for accounting records; and

f. Describe purchasing controls to ensure that the amount of the participant support cost is determined in a commercially reasonable manner as required by 2 CFR 200.404.

To be reimbursed for Participant Support Cost, the Grantee must submit (1) proof of purchase from beneficiary (i.e., receipt) and (2) Documentation that beneficiary met eligibility requirements as established by Grantee.

See EPA's Guidance on Participant Support Costs for additional information.

Use of Logos

If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, it must not be prominently displayed to imply that any of the Grantee's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the Colorado Energy Office received financial support from the EPA under an Assistance Agreement. More information is available at: https://www.epa.gov/stylebook/using-epa-seal-and-logo#policy.

Other Resources:

Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements

Information on Requirements that Pass-Through Entities must "Flow Down" to Subrecipients

Exhibit D, Federal Provisions

1. Applicability of Provisions.

1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.

These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. Definitions.

2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below. For a full list of definitions (as of October 1, 2024) under the Uniform Guidance, see 2 CFR 200.1.

2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

2.1.2. "Entity" means:

2.1.2.1. a non-federal entity;

2.1.2.2. a non-profit organization or for profit organization;

2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.

2.1.4. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1

2.1.5. "Grant" means the Grant to which these Federal Provisions are attached.

2.1.6. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached. Grantee also means Subrecipient.

2.1.7. “Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

2.1.8. “Nonprofit Organization” organization, that:

2.1.8.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

2.1.8.2. Is not organized primarily for profit; and

2.1.8.3. Uses net proceeds to maintain, improve, or expand the organization’s operations; and

2.1.8.4. Is not an IHE.

2.1.9. “OMB” means the Executive Office of the President, Office of Management and Budget.

2.1.10. “Pass-through Entity” means a recipient or subrecipient that provides a Subaward to a Subrecipient (including lower tier subrecipients) to carry out part of a Federal program. The authority of the pass-through entity under this part flows through the Subaward agreements between the pass-through entity and subrecipient.

2.1.11. “Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.

2.1.12. “Subaward” means an award provided by a pass-through entity to a Subrecipient to contribute to the goals and objectives of the project by carrying out part of a Federal award received by the pass-through entity. The term does not include payments to a contractor, beneficiary or participant.

2.1.13. “Subrecipient” means an entity that receives a subaward from a pass-through entity to carry out part of a Federal award. The term subrecipient does not include a

beneficiary or participant. A subrecipient may also be a recipient of other Federal awards directly from a Federal agency. Subrecipient also means Grantee.

2.1.14. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov.

2.1.15. "Total Compensation" means the cash and noncash dollar value an Executive earns during the entity's preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).

2.1.16. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

2.1.17. "Unique Entity ID" (UEI) is the universal identifier for federal financial assistance applicants, as well as recipients and their direct subrecipients (first tier subrecipients).

2.1.18. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

3. Compliance.

3.1. Subrecipient shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

4. System for Award Management (SAM) and Unique Entity ID Requirements.

4.1. SAM. Subrecipient must obtain a UEI but are not required to fully register in Sam.gov. Subrecipient shall maintain the currency of its information in SAM until the Subrecipient submits the final financial report required under the Award or receives final payment, whichever is later. Subrecipient shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

4.2. Unique Entity ID. Subrecipient shall provide its Unique Entity ID to its Recipient, and shall update Subrecipient's information at http://www.sam.gov at least annually after the initial registration, and more frequently if required by changes in Subrecipient's information.

5. Total Compensation.

5.1. Subrecipient shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

5.1.1. The total Federal funding authorized to date under the Award is $30,000 or more; and

5.1.2. In the preceding fiscal year, Subrecipient received:

5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.2. $25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. Reporting.

6.1. Pursuant to the Transparency Act, Subrecipient shall report data elements to SAM and to the Recipient as required in this Exhibit. No direct payment shall be made to Subrecipient for providing any reports required under these Federal Provisions and the cost of producing such

reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Subrecipient's obligations under this Grant.

7. Effective Date and Dollar Threshold for Reporting.

7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements.

7.2. The procurement standards in §9 below are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. Subrecipient Reporting Requirements.

8.1. Subrecipient shall report as set forth below.

8.1.1. To Recipient. A Subrecipient shall report the following data elements for each Federal Award Identification Number (FAIN) assigned by a Federal agency to a Recipient no later than the end of the month following the month in which the Subaward was made:

8.1.1.1. Subrecipient Unique Entity ID;

8.1.1.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;

8.1.1.3. Subrecipient parent's organization Unique Entity ID;

8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §5 above are met; and Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §5 above met.

8.1.1.6. The Recipient is required to submit this information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at http://www.fsrs.gov.

9. Procurement Standards.

9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9.4. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never contract with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed $50,000 during the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

9.5. Prohibition on certain telecommunications and video surveillance equipment or services (2 CFR 200.216). Subrecipient is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

10. Access to Records.

10.1. A Subrecipient shall permit Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Modification to period of performance), 2 CFR 200.337 (Access to Records) and Subpart F-Audit Requirements of the Uniform Guidance.

10.2. A Subrecipient must collect, transmit, and store information related to this Subaward in open and machine-readable formats (2 CFR 200.336).

11. Single Audit Requirements.

11.1. If a Subrecipient expends $1,000,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding

research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

11.1.2. Exemption. If a Subrecipient expends less than $1,000,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. Required Provisions for Subrecipient with Subcontractors.

12.1. In addition to other provisions required by the Federal Awarding Agency or the Recipient, Subrecipients shall include all of the following applicable provisions;

12.1.1. For agreements with Subrecipients – Include the terms in the Grant Federal Provisions Exhibit (this exhibit)

12.1.2. For agreements with Subcontractors – Include the terms in the Agreement Federal Provisions Exhibit.

13. Certifications.

13.1. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an

annual basis. 2 CFR 200.415. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. Exemptions.

14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

14.2. A Subrecipient with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. Event of Default and Termination.

15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;

15.2.2. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

15.2.3. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated.

However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

15.2.4. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award

16. Additional Federal Requirements.

16.1. Whistle Blower Protections

16.1.1. An employee of a subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

ITEM NUMBER: 4
DATE: August 10, 2026

REQUEST FOR CITY COUNCIL ACTION

RESOLUTION NO. 36-2026

TITLE: A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR ELECTION COORDINATION WITH THE CLERK AND RECORDER FOR THE COUNTY OF JEFFERSON, STATE OF COLORADO FOR PARTICIPATION IN THE NOVEMBER 3, 2026 GENERAL ELECTION

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

QUASI-JUDICIAL ☐YES ☒NO

ISSUE:

This resolution authorizes the City of Wheat Ridge to participate in the Jefferson County General Election on November 3, 2026, and authorizes the appropriate City officials to execute an intergovernmental agreement with Jefferson County for election services. The City intends to submit a ballot issue or question to its eligible electors and will comply with applicable state election and TABOR notice requirements. The resolution also designates the Senior Deputy City Clerk as the City's Election Officer and Designated Election Official.

PRIOR ACTION:

None

FINANCIAL IMPACT:

The City of Wheat Ridge shall pay a pro-rated amount for the costs to participate in the election, including but not limited to cost to mail the TABOR Notice and Spanish language ballot translation. The proration shall be made based on the number of participating municipalities, and percentage of households in which an "active" registered voter resides who is an eligible elector of the jurisdiction. No funding for this election has been budgeted in 2026.

BACKGROUND:

The duties of the County Clerk include, but are not limited to ballot preparation, voter lists, staff selection and training, providing election supplies, counting of the ballots, and certification of results. The duties of the City of Wheat Ridge include but are not limited to Call and Notice and ballot preparation. The City Clerk shall act as the City of Wheat Ridge's "Election Officer" and the designated election official. The City Clerk shall act as the primary liaison between the City of Wheat Ridge and the Contact Officer for the County Clerk and Recorder.

RECOMMENDATIONS:

The County Clerk and the City Clerk of the City of Wheat Ridge have determined that it is in the best interests of Jefferson County, the City and their respective inhabitants to collaborate on the Election upon the terms and conditions in the Intergovernmental Agreement.

RECOMMENDED MOTION:

"I move to approve Resolution No. 36-2026, a resolution approving an Intergovernmental Agreement for Election Coordination with the Clerk and Recorder for the County of Jefferson, State of Colorado for participation in the November 3, 2026 General Election."

Or,

"I move to postpone indefinitely Resolution No. 36-2026, a resolution approving an Intergovernmental Agreement for Election Coordination with the Clerk and Recorder for the County of Jefferson, State of Colorado for participation in the November 3, 2026 General Election for the following reasons."

REPORT PREPARED/REVIEWED BY:

Lucy Spalenka, Deputy City Clerk
Onorina Maloney, Sr. Deputy City Clerk
Patrick Goff, City Manager

ATTACHMENTS:

1. Resolution No. 36-2026
2. IGA between Jefferson County and the City of Wheat Ridge

CITY OF WHEAT RIDGE, COLORADO

RESOLUTION NO. 36

SERIES OF 2026

TITLE: A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEEMENT FOR ELECTION COORDINATION WITH THE CLERK AND RECORDER FOR THE COUNTY OF JEFFERSON STATE OF COLORADO FOR PARTICIPATION IN THE NOVEMBER 3, 2026 GENERAL ELECTION

WHEREAS, the County Clerk will conduct the Jefferson County General Election ("Election) as a "Mail Ballot Election" as such term is defined in the Uniform Election Code of 1992, C.R.S. Title 1, as amended ("Code") and the Current Rules and Regulations Governing Election Procedures adopted by the Secretary of State, as amended ("Rules"); and

WHEREAS, pursuant to Section 1-7-116(2), C.R.S., as amended, the Jefferson County Clerk ("County Clerk") and the City of Wheat Ridge ("City") shall enter into an agreement for the administration of their respective duties concerning the conduct of the Election to be held on November 3, 2026, fully described in **Exhibit A**; and

WHEREAS, the County Clerk and the City Clerk of the City of Wheat Ridge are authorized to conduct elections as provided by law; and

WHEREAS, the City has a certain ballot issue and/or ballot questions to present to its eligible electors and shall participate in this Election; and

WHEREAS, Article X, Section 20(3)(b) of the Colorado Constitution ("TABOR") and Section 1-7-901, et seq., C.R.S. require the production of a mailed notice concerning Ballot Issues as defined in the Uniform Election Code of 1992, Title I, C.R.S., as amended (the "Code") that will be submitted to eligible voters of the City of Wheat Ridge in connection with the Election to be held on November 3, 2026 (the "Election"); and

WHEREAS, the County Clerk and the City have determined that it is in the County's and City's best interests to collaborate in connection with the Election upon the terms and conditions contained in the Intergovernmental Agreement.

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

ATTACHMENT 1

Section 1. The appropriate City Officials are hereby authorized to execute the Intergovernmental Agreement by and between the City of Wheat Ridge and the County of Jefferson regarding the administration of the County's and City's respective duties and the conduct of the coordinated election to be held on November 3, 2026 ("IGA"), attached hereto as **Exhibit A**.

Section 2. Senior Deputy City Clerk is hereby designated as the City's Election Officer and Designated Election Official.

DONE AND RESOLVED on this 10th day of August 2026.

_____
Korey Stites, Mayor

ATTEST:

_____
Janeece Hoppe, City Clerk

ATTACHMENT 1

EXHIBIT A

Intergovernmental Agreement dated July 22, 2026

ATTACHMENT 1

INTERGOVERNMENTAL AGREEMENT FOR ELECTION COORDINATION

THIS INTERGOVERNMENTAL AGREEMENT FOR ELECTION COORDINATION (this "Agreement"), dated for reference purposes only this 22 day of July, 2026, is by and between the CLERK AND RECORDER FOR THE COUNTY OF JEFFERSON, STATE OF COLORADO ("County Clerk") and the CITY OF WHEAT RIDGE (the "Jurisdiction," and together with the County Clerk, the "Parties.")

RECITALS

A. The County Clerk and the Jurisdiction are authorized to conduct elections under Colorado law;

B. The Parties wish to coordinate the administration of their respective election matters at the upcoming election to be held on November 3, 2026 (the "Election"); and

C. This Agreement sets forth the Parties' respective duties and responsibilities in connection with the preparation for, and conduct of, the Election.

AGREEMENT

In consideration of the foregoing recitals and the mutual covenants and promises herein contained, the Parties agree as follows:

1. **Definitions.** Capitalized terms not otherwise defined herein shall have the meanings set forth below:

a. "Applicable Law" means all law applicable to the Election, including, without limitation, the Colorado Constitution, the Uniform Election Code (as defined below), UOCAVA (as defined below) and the Rules (as defined below).

b. "Ballot Box" means a locked and secured container meeting the requirements of Applicable Law in which ballots may be deposited.

c. "Ballot Issue" shall have the meaning ascribed to that term in C.R.S. § 1-1-104(2.3).

d. "Ballot Issue Notice" shall have the meaning ascribed to that term in C.R.S. § 1-1-104(2.5).

e. "Ballot Measure" means any Ballot Issue or Ballot Question.

f. "Ballot Question" shall the meaning ascribed to that term in C.R.S. § 1-1-104(2.7).

g. "DEO" means Designated Election Official, the person designated by the Jurisdiction as the person who is responsible for the conduct of the Jurisdiction's election in accordance with C.R.S. § 1-1-104(8).

h. "Election Audit" means a risk-limiting audit performed in accordance with the requirements of C.R.S. § 1-7-515.

i. "Election Canvass" means the process of reconciling the ballots cast in the Election to the ballots counted, which is performed in accordance with the requirements of C.R.S. § 1-10-101, et seq.

ATTACHMENT 2

j. "Precinct" means an area with established boundaries within the Jurisdiction used to establish election districts.

k. "Rules" means the current rules and regulations governing election procedures adopted by the Colorado Secretary of State, including any amendments adopted after execution of this Agreement.

l. "Shared Election Costs" means all costs incurred by the County Clerk in connection with the Election that are eligible to be shared between the County Clerk and the Jurisdiction. Shared Election Costs include, without limitation, costs incurred by the County related to temporary election staff (such as election judges), including training and onboarding costs, regular County Clerk employee overtime costs related to the Election, the cost of printing ballots, costs for non-routine support, maintenance, handling and delivery of Election equipment, hardware and software, the cost of preparing minority language sample ballots and TABOR Books, costs of Election forms, materials, supplies and postage, VSPC rental and setup costs, and costs of Election Day meals.

m. "TABOR Book" means a booklet containing Ballot Issue Notices prepared and mailed to eligible voters in accordance with Applicable Law and the terms of this Agreement.

n. "Uniform Election Code" means Articles 1 to 13 of Title 1 of the Colorado Revised Statutes.

o. "UOCAVA" means the Uniformed and Overseas Citizens Absentee Voting Act, 52 U.S.C. § 20301, et seq., as incorporated in Colorado pursuant to C.R.S. 1-8.3-101, et seq.

2. Term. The term of this Agreement shall commence on the date it is validly executed by both Parties and shall continue until all obligations of both Parties under the Agreement have been completed.

3. Designation of Coordinated Election Official. The Parties agree that the County Clerk shall serve as the "Coordinated Election Official" for the Election. As the Coordinated Election Official, the County Clerk shall conduct the Election on behalf of the Jurisdiction and shall be responsible for performing such duties as are assigned to a Coordinated Election Official under Applicable Law, except to the extent specifically modified herein.

4. Designation of Liaisons.

a. Each Party designates the individuals listed below as its liaison and alternate liaison hereunder.

County Clerk Liaison
Cynthia Rasor
Jefferson County Elections Division
3500 Illinois Street, Suite 1100
Golden, CO 80401
Direct Phone: (303) 271-8115
Office Phone: (303) 271-8111
Email: logistics@jeffco.us

Alternate County Clerk Liaison
Geneice Murphy
Jefferson County Elections Division
3500 Illinois Street, Suite 1100
Golden, CO 80401
Office Phone: (303) 271-8111
Email: gmurphy@jeffco.us

Jurisdiction Liaison (DEO)	Alternate Jurisdiction Liaison
Onorina Maloney	Lucy Spalenka
Name	Name
Senior Deputy City Clerk	Deputy City Clerk
Title/Office	Title/Office
7500 W. 29th Avenue	7500 W. 29th Avenue
Address	Address
Wheat Ridge, CO	Wheat Ridge, CO
City, State, Zip Code	City, State, Zip Code
80033	80033
Direct Phone Number	Direct Phone Number
303-235-2996	303-235-2816
Office Phone Number	Office Phone Number
OMaloney@WheatRidge.gov	LSpalenka@WheatRidge.gov
Email	Email

b. The County Clerk Liaison shall act as the County Clerk's primary liaison with the Jurisdiction for the Election and shall have primary responsibility for performance of the County Clerk's obligations hereunder. In the event the Jurisdiction needs immediate assistance and the Election Liaison is unavailable, the Jurisdiction shall contact the Alternate County Clerk Liaison.

c. The Jurisdiction Liaison shall act as the Jurisdiction's primary liaison with the County Clerk for the Election and shall have primary responsibility for the performance of the Jurisdiction's obligations hereunder. In the event the County Clerk needs immediate assistance, and the Jurisdiction Liaison is unavailable, the County Clerk shall contact the Alternate Jurisdiction Liaison. The Jurisdiction Liaison can be updated by notice to the County Clerk.

5. **Notices.** Except as otherwise provided herein, all correspondence and notices required to be given under this Agreement shall be delivered to the Parties' respective liaisons identified above at the addresses listed above and shall be deemed received: (1) three days after the notice or correspondence is mailed by first class, certified mail; (2) immediately upon hand delivery; or (3) upon confirmation of receipt of email transmission.

6. **Mail Ballot Election.** The Election shall be held on November 3, 2026 ("Election Day") and shall be conducted as a mail ballot election in accordance with the procedures of the Mail Ballot Election Act, C.R.S. § 1-7.5-101, et seq.

7. **Jurisdictional Limitation.**

a. If the Jurisdiction encompasses territory outside of Jefferson County, Colorado, this Agreement shall be construed to apply only to that portion of the Jurisdiction that falls within Jefferson County.

b. Notwithstanding the foregoing, if the Jurisdiction encompasses territory outside of Jefferson County, the County Clerk will coordinate with the designated election official(s) of such other territories for the purpose of assigning ballot numbers/letters, certifying TABOR Book content, and other matters appropriate under Applicable Law, in accordance with the Rules governing "controlling counties."

8. **No Use of Instant Runoff Voting.** The Jurisdiction has not provided notice to the County Clerk that any of the Jurisdiction's races or contests will use instant runoff voting pursuant to C.R.S. § 1-7-118. Accordingly, instant runoff voting will not be used for any of the Jurisdiction's races or contests.

9. **Responsibilities of the Parties.** The Jurisdiction and County Clerk shall perform the following responsibilities in connection with the preparation for, and conduct of, the Election, in accordance with the terms of this Agreement and Applicable Law:

a. Execution and Documentation of Authority. On or before 12:00 pm on August 25, 2026, the Jurisdiction shall email the County Clerk (logistics@jeffco.us):

i. a PDF of this Agreement validly executed by the Jurisdiction; and

ii. a copy of a duly-passed resolution stating that the Jurisdiction will coordinate with the County Clerk in the Election in accordance with the terms of this Agreement and Applicable Law and authorizing the Jurisdiction to enter into this Agreement.

b. Maps and Legal Descriptions. If there were any changes to the boundaries of the Jurisdiction since January 1, 2026, the Jurisdiction shall provide the County Clerk with the Jurisdiction's current shapefiles (point-to-point geometry using points, lines and area features to define the Jurisdiction's boundaries) or updated address library files, including each Precinct, district/ward and the voting jurisdiction. promptly upon execution of this Agreement, but no later than August 10, 2026.

c. Election Preparation and Support

i. **VSPCs.** The County Clerk shall establish, staff, equip and operate all Voter Service Polling Centers.

ii. **Election Judges.** The County Clerk shall engage, train and coordinate the scheduling of all election judges.

iii. **Equipment and Supplies.** The County Clerk shall obtain all necessary equipment and supplies to conduct the Election, including all voting equipment, ballots and forms.

iv. **Ballot Boxes.** The County Clerk shall establish, maintain, and collect ballots from all Ballot Boxes. The Jurisdiction shall not take any action that would prevent voters from accessing any Ballot Box twenty-four hours per day during the period when Ballot Boxes are open pursuant to state law.

v. **Ballot Counting Process.** The County Clerk shall (1) establish, staff, equip and operate a centralized ballot counting location for the Election, (2) establish ballot counting procedures for the Election; and (3) establish backup ballot counting procedures and sites for ballot counting in the event its ballot counting equipment fails during the Election.

vi. **Voter Support.** The County Clerk shall provide telephone and in-person support to voters during the in-person voting period and from 7:00 a.m. to 7:00 p.m. on Election Day.

vii. **Election Notices.** The County Clerk shall publish all Election notices required by Applicable Law.

1) The Jurisdiction shall not publish any notice related to the Election without first obtaining the approval of the County Clerk. To request approval to publish a notice the Jurisdiction shall provide the County Clerk with all relevant information related to the proposed publication, including a copy of the proposed notice, at least one (1) week prior to the Jurisdiction's deadline for submitting the proposed notice to the publisher.

2) The Jurisdiction shall bear full responsibility for any Election notices published without the County Clerk's approval and shall comply with all instructions issued by the County Clerk to remedy any incorrect or improper notices.

d. Logic and Accuracy Test. The County Clerk shall prepare for and conduct the Logic and Accuracy Test ("LAT").

i. The County Clerk will notify the Jurisdiction of the date and time of the LAT, once it has been scheduled, and request confirmation as to whether the Jurisdiction intends to attend the LAT. If the Jurisdiction wishes to attend and witness the LAT, the Jurisdiction Liaison must submit the name of the Jurisdiction's attendee in writing to the County Clerk within seventy-two (72) hours of its receipt of the above-described notice.

ii. If the Jurisdiction fails to meet this deadline, the County Clerk shall deem the failure to be a decision by the Jurisdiction not to witness the LAT and will act on behalf of the Jurisdiction, as appropriate.

e. Property Owner Lists. If the Jurisdiction is a Special District or allows property owners to vote regarding the Jurisdiction's Ballot Measures or candidates, the procedures and deadlines in Exhibit B of this Agreement detail the Jurisdiction's additional responsibilities with regard to the Election.

f. Candidate Voice Messages. The Jurisdiction shall inform any candidates running for office in the Jurisdiction to call the County Clerk at (303) 271-8115 between August 28, 2026 and 12:00 p.m. on September 4, 2026 and leave a message containing the following information:

i. The proper pronunciation of the candidate's name;

ii. The title of the office that the candidate is running for; and

iii. The name of the Jurisdiction that the office is part of.

g. Certification of Jurisdiction Ballot Measures. The Jurisdiction shall be responsible for certifying, and for taking all actions required by Applicable Law to certify, any Ballot Measures included on the Jurisdiction's ballot certification (including both Ballot Measures referred by the Jurisdiction itself and citizen-initiated Ballot Measures affecting the Jurisdiction).

h. Ballot Preparation

i. No later than 12:00 p.m. on September 4, 2026, the Jurisdiction shall email its ballot certification to the County Clerk in an attached text document (preferably Microsoft Word – no PDF) and **not embedded** within the email itself. If the Jurisdiction fails to submit the ballot certification by the above deadline, the ballot certification may not be accepted by the County Clerk.

1) The Jurisdiction shall submit its ballot certification using the ballot certification template provided by the County Clerk.

2) The Jurisdiction's ballot certification shall include all of the races, candidates and contests that will be presented to the Jurisdiction's voters in the Election, including the text of all Ballot Measures, in the exact order that they need to appear on the ballot.

3) The ballot certification **shall not** contain any extraordinary (unique) formatting. Examples of extraordinary (unique) formatting not permitted in the ballot certification include, but are not limited to: (a) text boxes; (b) charts; (c) spreadsheets; (d) strikeouts; (e) bolding; and (f) symbols. If a table or similar item is required to be included in the ballot title pursuant to Jurisdiction law, please provide that legal directive at the time this Agreement is signed.

4) The Jurisdiction shall proofread the language of any Ballot Measures that appear in the ballot certification prior to sending it to the County Clerk for initial text lay out. **The Jurisdiction is solely responsible for ensuring the legality and accuracy of all Ballot Measure language.**

5) The Jurisdiction **shall ensure the correct spelling** of the name of each candidate running for Jurisdiction office, if applicable.

6) The Jurisdiction **shall not** assign a ballot number to any Ballot Measure. The County Clerk has the sole authority to determine the numbering of all Ballot Measures in accordance with Applicable Law and will provide the Jurisdiction with the ballot number after ballot certification.

ii. Upon receipt of the ballot certification from the Jurisdiction, the County Clerk will:

1) Consolidate the ballot certification content received from all Jurisdictions and organize it into the structure in which it will appear on the printed ballot(s);

2) Determine the numbering of all Ballot Measures; and

3) Provide a document containing the Jurisdiction's final draft ballot printing layout and text to the Jurisdiction, with instructions to perform a final review and provide final approval by a date set forth in the instructions.

4) The County Clerk reserves the right to change the content of the Jurisdiction's ballot certification (other than candidate name/ballot question content) in order to ensure ballot consistency.

iii. Upon receipt of the final draft ballot layout from the County Clerk, the Jurisdiction Liaison or Alternate Jurisdiction Liaison shall be available to perform a final review and proofread of the ballot layout and provide final approval to the County Clerk by the deadline included in the instructions sent to the Jurisdiction. Once approved, the ballot layout cannot be changed.

iv. No later than October 9, 2026, the County Clerk shall print and mail ballots to each active eligible Jefferson County voter, together with voter instructions, outgoing envelope, return envelope and any other items required by Applicable Law.

v. From October 6, 2026 through the 8-day mailing cutoff, the County Clerk shall mail supplemental ballots to eligible Jefferson County voters who were not included in the initial mailing.

i. Preparation of Spanish Language Ballot

i. In accordance with Applicable Law, the County Clerk will prepare an in-person Spanish language ballot containing all of the same content that is on the English language ballot and make the Spanish language ballot accessible to Jefferson County voters on the County Clerk's public website, at Voter Service Polling Centers, and at such other locations as the County Clerk determines. The County Clerk reserves the right to determine whether the in-person Spanish language ballot is made available to voters in printed or electronic form.

ii. The Jurisdiction shall be responsible for preparing a Spanish language translation of the title and text of all Ballot Measures included on the Jurisdiction's ballot certification (including both Ballot Measures referred by the Jurisdiction itself and citizen-initiated Ballot Measures affecting the Jurisdiction) and all Jurisdiction offices on the ballot.

1) The Jurisdiction's Spanish language ballot translation shall be prepared in accordance with Applicable Law including, without limitation, all applicable requirements of the Ballot Access for All Citizens Act, C.R.S. §§ 1-5-901 et seq., and the Secretary of State's rules promulgated thereunder. Without limiting the generality of the foregoing, the Jurisdiction (a) shall have the Spanish language ballot translation prepared by a "qualified translator or interpreter," as that term is defined in C.R.S. § 1-5-903(4) and Secretary of State Rule 4.8.9; and (b) shall provide a Spanish language ballot translation that is linguistically accurate, culturally appropriate, and technically consistent with the original documents.

2) The Jurisdiction's Spanish language ballot translation shall include the text of all Jurisdiction offices and Ballot Measures on the Jurisdiction's ballot certification, in the exact order that they will appear on the ballot (matching order of the English language ballot certification submitted at the same time).

iii. No later than 12:00 pm on September 4, 2026, the Jurisdiction shall email its Spanish language ballot translation to the County Clerk in an attached text document (preferably Microsoft Word – no PDF).

iv. The County Clerk shall be responsible for providing Spanish language translations of all voter instructions and voter information in the TABOR Book, and other ballot content not required to be provided by the Jurisdiction or other participating jurisdictions. The Jurisdiction agrees to release the County Clerk from all claims it may have relating to the County Clerk's translation of such content (including, without limitation, all claims relating to the accuracy of the translation) provided that the County Clerk (a) has had the translation performed by a qualified translator or interpreter; and (b) otherwise complies with Applicable Law. The County Clerk is under no obligation to re-translate voter instructions, section headers, or voter information that has not changed from prior years.

j. Ballot Issue Notice Preparation

i. On or before 12:00 p.m. on September 21, 2026, the Jurisdiction shall provide the County Clerk with the full text of the Ballot Issue Notice covering all of the Jurisdiction's Ballot Issue(s). The Ballot Issue Notice shall include all information required by Applicable Law, including without limitation the following:

1) The name of the Jurisdiction;

2) The identity and contact information of the Jurisdiction contact person;

3) The text of each Ballot Issue in the form finally certified and accepted by the County Clerk;

4) All other required Ballot Issue language, including but not limited to:

a) A fiscal impact statement, if required; and

b) Summaries of all comments for and against each Ballot Issue validly received by the Jurisdiction, or a statement that no comments were filed by the constitutional deadline.

i) The Jurisdiction is responsible for accepting, filing, summarizing and retaining comments concerning the Jurisdiction's Ballot Issues and shall ensure that all requirements of Applicable Law are complied with, including, without limitation, ensuring that all comments submitted to the Jurisdiction include a signature and a physical address where the signor is registered to vote.

ii. Delivery and Formatting Requirements

1) The Jurisdiction shall email the Ballot Issue Notice to the County Clerk in an attached text document (preferably Microsoft Word – no PDF).

2) The Jurisdiction shall use the TABOR Ballot Issue Notice template provided by the County Clerk.

3) The text of the Ballot Issue shall be in all UPPERCASE.

4) All other text in the Ballot Issue Notice (including the identity and contact information of the Jurisdiction contact person, the fiscal impact statement, if

required, and the summaries of comments for and against each Ballot Issue), shall be in upper and lower case.

5) The Ballot Issue Notice shall not be embedded in an email and shall not contain any extraordinary (unique) formatting.

   a) Examples of extraordinary (unique) formatting not permitted in the Ballot Issue Notice includes, but are not limited to: (a) text boxes; (b) charts; (c) spreadsheets; (d) strikeouts; (e) bolding; and (f) symbols.

   b) If a table or similar item is required to be included in the ballot title pursuant to Jurisdiction law, please provide that legal directive at the time this Agreement is signed.

6) **The Jurisdiction is solely responsible for ensuring the legality and accuracy of all Ballot Issue Notice language**.

iii. TABOR Book Layout. Upon receipt of the Ballot Issue Notice from the Jurisdiction, the County Clerk shall:

1) Consolidate the Ballot Issue Notice content received from all Jurisdictions and organize it into the structure in which it will appear in the TABOR Book;

2) Add a list of County VSPCs and Ballot Boxes, and any other information required by Applicable Law, to the TABOR Book; and

3) Provide a final draft layout of the TABOR Book to the Jurisdiction with instructions to perform a final review of their portion of the TABOR Book and provide final approval by a date set forth in the instructions.

4) The County Clerk reserves the right to change the content of the Jurisdiction's Ballot Issue Notice (other than the ballot question content) in order to ensure consistency.

iv. Final Review and Proofread. Between September 21, 2026 and September 22, 2026, the Jurisdiction Liaison or Alternate Jurisdiction Liaison shall be available to perform a final review and proofread of the Jurisdiction's portion of the TABOR Book and provide final approval of such portion to the County Clerk by the deadline included in the instructions sent to the Jurisdiction. Upon completion of the Jurisdiction's review and proofread of their portion of the TABOR Book, the Jurisdiction Liaison or Alternate Jurisdiction Liaison shall send approval of its content via email to the County Clerk. Once approved, Ballot Issue Notice text cannot be changed.

1) The Jurisdiction shall have **no more than 2 hours** from the time the County Clerk sends the TABOR Book to perform the final review and proofread.

2) If the Jurisdiction fails to meet this deadline, the County Clerk shall deem the failure to be a decision by the Jurisdiction to approve the Jurisdiction's portion of the TABOR book in the form transmitted by the County Clerk (including any modifications proposed by the County Clerk).

v. Printing and Mailing. On or before October 2, 2026, the County Clerk shall print and mail the TABOR Book to each address in Jefferson County at which one or more active, registered Jefferson County voter resides.

1) Nothing herein shall preclude the County Clerk from including ballot issue notices for more than one jurisdiction in the TABOR Book if doing so arises from the County Clerk's efforts to mail the TABOR Book at "least cost" and such mailing conforms with Applicable Law.

vi. TABOR Books for Non-Jefferson County Voters. The Jurisdiction shall be solely responsible for preparing and mailing TABOR Books to voters who reside outside of Jefferson County.

1) Notwithstanding the foregoing, the County Clerk will make a PDF of the final TABOR Book available on its website, which the Jurisdiction may print and mail copies of to voters who reside outside of Jefferson County at its sole expense.

2) If the Jurisdiction wishes to print and mail extra TABOR Books for non-Jefferson County residents, the Jurisdiction shall be solely responsible for its acts or omissions in connection therewith.

3) The County Clerk will not agree to prepare special TABOR Books for non-Jefferson County residents.

k. Ballot Counting / Result Reporting

i. The County Clerk shall process all ballots received during the Election voting period according to Applicable Law.

ii. Between 7:00 p.m. and 7:30 p.m., and at approximately 9:00 p.m., on Election Day, the County Clerk shall upload unofficial Election results to the Election Night Reporting ("ENR") system (unless the Secretary of State waives or modifies these deadlines or the ENR system is offline or otherwise unavailable).

iii. The County Clerk shall have the right, but not the obligation, to upload unofficial Election results to its public website on or after Election Day.

iv. Upon completion of the Election Canvass and no later than November 27, 2026, the County Clerk shall upload a Jurisdiction-wide summary of the official Election results to the ENR system.

v. If there is not a recount affecting the County, the County Clerk shall upload the official Precinct or District-level Election results and Cast Vote Record to its public website and make these results available to the Jurisdiction upon request on December 1, 2026. If there is a recount affecting the County, the County Clerk shall upload the official Precinct or District-level results and Cast Vote Record to its public website and make these results available to the Jurisdiction upon request within three (3) business days following completion of the recount.

l. Election Audit. On or before November 24, 2026, the County Clerk, in collaboration with the Election audit board(s), shall conduct, assist and oversee the Election Audit.

i. The County Clerk will notify the Jurisdiction of the date and time of the Election audit, once it has been scheduled, and request confirmation as to whether the Jurisdiction intends to attend the audit. If the Jurisdiction wishes to attend and witness the audit, the Jurisdiction Liaison must submit the name of the Jurisdiction's attendee in writing to the County Clerk within seventy-two (72) hours of its receipt of the above-described notice.

ii. If the Jurisdiction fails to meet this deadline, the County Clerk shall deem the failure to be a decision by the Jurisdiction not to witness the Election audit and will act on behalf of the Jurisdiction, as appropriate.

m. Election Canvass. On or before November 25, 2026, the County Clerk shall instruct and oversee the board of canvassers, who are responsible for conducting an Election Canvass and certifying the official abstract of votes cast for all candidates and Ballot Measures in the Election.

i. The County Clerk will notify the Jurisdiction of the date and time of the Election canvass, once it has been scheduled, and request confirmation as to whether the Jurisdiction intends to attend the canvass. If the Jurisdiction wishes to attend and witness the canvass, the Jurisdiction Liaison must submit the name of the Jurisdiction's attendee in writing to the County Clerk within seventy-two (72) hours of its receipt of the above-described notice.

ii. If the Jurisdiction fails to meet this deadline, the County Clerk shall deem the failure to be a decision by the Jurisdiction not to witness the Election canvass and will act on behalf of the Jurisdiction, as appropriate.

n. Election Recount. The County Clerk shall conduct an Election recount, if required by Applicable Law. The County Clerk will coordinate additional logistics, cost allocation and information with the Jurisdiction if a recount is required for one of the Jurisdiction's contests, races, or ballot measures.

10. Duties Subject to Jurisdiction Performance. The responsibility of the County Clerk to perform the duties set forth above are contingent upon the Jurisdiction's performance of its own duties hereunder. The County Clerk shall not be responsible for failing to meet any deadlines for mailing the TABOR Book if such failure was caused by the Jurisdiction's failure to timely submit the required information in a form required by this Agreement and Applicable Law.

11. Compliance with Deadlines. The County Clerk is providing the Jurisdiction with a schedule of Election-related dates and deadlines in Exhibit C of this Agreement. The Jurisdiction shall comply with the deadlines included therein. Extra costs incurred by the County Clerk due to the Jurisdiction's failure to comply with the deadlines or requirements of this Agreement will be allocated 100% to the Jurisdiction in addition to any allocation of shared election costs under Exhibit A.

12. Withdrawal/Cancellation

a. The Jurisdiction may cancel an election of persons to office or withdraw a Ballot Measure only as permitted by Applicable Law.

b. If the Jurisdiction resolves to cancel an election to office or withdraw a Ballot Measure, the Jurisdiction shall do the following:

i. Provide the County Clerk with written notice of such determination immediately;

ii. Provide public notice by publication of such cancellation or withdrawal as required by Applicable Law; and

iii. Pay the County Clerk its actual costs incurred in connection with the cancelled election or withdrawn Ballot Measure, which may include costs incurred by the County Clerk both before and after receipt of the Jurisdiction's notice of cancellation or withdrawal. Such payment shall be due within thirty (30) days after the Jurisdiction's receipt of an invoice from the County Clerk for such payment.

c. The Jurisdiction must provide written notice of a cancelled election or withdrawn Ballot Measure no later than 12:00 p.m. on September 4, 2026 in order to have such election or Ballot Measure removed from the ballot.

13. **Recordkeeping**. The County Clerk shall store all Election records, including but not limited to all voted and unvoted ballots, voter affidavits, and Election Canvass and results reports for the required record retention periods under federal and state law.

14. **Use and Confidentiality of Voter Records.** The Jurisdiction shall be responsible for ensuring that any voter records received by the Jurisdiction are used for the sole purpose of performing its duties described herein. The Jurisdiction shall ensure that all voter records are maintained in accordance with the requirements of Applicable Law, including, without limitation, the Colorado Open Records Act, C.R.S. §§ 24-72-200.1, et seq.

15. **Payment of Shared Election Costs.** The Jurisdiction shall reimburse the County Clerk for the Jurisdiction's pro-rated share of the Shared Election Costs. The Jurisdiction's share of the Shared Election Costs shall be calculated in accordance with the formulas set forth in Exhibit A to this Agreement. The Jurisdiction's payment of its share of the Shared Election Costs shall be due within thirty (30) days after the Jurisdiction's receipt of an invoice from the County Clerk for such payment.

16. **Payment of Recount Costs.** In the event of a required or requested Election recount, responsibility for the costs incurred by the County Clerk in connection with such recount shall be determined in accordance with C.R.S. §§ 1-10.5-101 and 1-10.5-106. If the Jurisdiction is responsible for any portion of such costs, those costs will be detailed and added to the invoice provided by the County Clerk for Shared Election Costs after the Election.

17. Contact information for Invoicing. The Jurisdiction designates the individual listed below as its representative to receive and timely process invoices under this Agreement. The County will send invoices by e-mail.

Onorina Maloney

Name

303-235-2996

Direct Phone Number

303-235-2996

Office Phone Number

OMaloney@WheatRidge.gov

Email

18. Miscellaneous Provisions

a. Amendment. This Agreement may not be modified or amended except in writing signed by the Parties.

b. Entire Agreement. This Agreement and its exhibits constitute the entire agreement between the Parties as to the subject matter hereof and supersede all prior or contemporaneous agreements, proposals, negotiations, understandings, representations and all other communications, both oral and written, between the Parties.

c. Liability. The Parties understand and agree that liability for claims for injuries to persons or property arising out of the acts or omissions of either party is controlled and limited by the Colorado Constitution and the Colorado Governmental Immunity Act (C.R.S. § 24-10-101, et seq.). Each party shall be responsible for any and all claims incurred as a result of any alleged act or omission of the said party and its employees, which occurred or is alleged to have occurred during the performance of their duties within the scope of their employment, except where such acts or omissions are willful and wonton.

d. Conflict with Law. In the event that any provision in this Agreement conflicts with Applicable Law, this Agreement shall be modified to conform thereto.

e. Time of Essence. Time is of the essence in the performance of this Agreement. Any deadlines or other time limits set forth in Applicable Law shall apply to completion of the tasks required by this Agreement.

f. No Third-Party Beneficiaries. Enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other person or entity not a party to this Agreement.

g. Further Assurances. The Parties shall execute any other documents and to take any other action necessary to carry out the intent of this Agreement.

h. Governing Law; Jurisdiction & Venue. This Agreement and the rights of the Parties under it will be governed by, and construed in accordance with, the laws of the State of Colorado, without regard to the conflicts of laws and rules of Colorado. The courts of the State of Colorado shall have sole and exclusive jurisdiction of any disputes or litigation arising under this Agreement. Venue for any and all legal actions arising under this Agreement shall lie in the District Court in and for the County of Jefferson, State of Colorado.

i. Headings. The section headings in this Agreement are for reference only and shall not affect the interpretation or meaning of any provision of this Agreement.

j. Severability. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, such provision shall be deemed to be severable, and all other provisions of this Agreement shall remain fully enforceable, and this Agreement shall be interpreted in all respects as if such provision were omitted.

k. Immunities Preserved. It is the intention of the Parties that this Agreement shall not be construed as a contractual waiver of any immunities or defenses provided by the Colorado Governmental Immunities Act, § 24-10-101, C.R.S., et seq.

l. Execution by Counterparts; Electronic Signatures. 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 documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Acts, C.R.S. §§ 24-71.3-101 to -121.

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

The Parties hereto have signed this Agreement as of the date indicated below.

JURISDICTION:

By:

Name/Title:

Date:

JURISDICTION LEGAL COUNSEL – OPTIONAL

By:

Name/Title:

Date:

COUNTY CLERK:
CLERK AND RECORDER FOR THE
COUNTY OF JEFFERSON,
STATE OF COLORADO

By:
Amanda Gonzalez, Jefferson County Clerk & Recorder

Date:

APPROVED AS TO FORM:

Kurtis Diniz Behn
Assistant County Attorney

EXHIBIT A

Shared Election Costs are divided into "General Election Costs" and "TABOR Election Costs." General Election Costs are parts of the Shared Election Costs common to the entire election and all jurisdictions participating, such as election judge salaries, mail ballot printing, mailing and postage costs, and vote center costs. **General Election Costs** are allocated among the County Clerk and all coordinating jurisdictions in accordance with Section A below. **TABOR Election Costs** include only the costs of printing and mailing TABOR Books and are only allocated among the County Clerk and those jurisdictions that have Ballot Issues subject to TABOR, in accordance with Section B below. If Jefferson County certifies ballot measures, the County shall be considered a coordinating jurisdiction for purposes of allocation of costs in the Exhibit in addition to costs allocated to the County Clerk in accordance with Sections A and B below.

Please note that the dollar amounts used in this Exhibit A are for illustration purposes only and do not reflect actual or estimated costs of the Election.

A) Allocation of General Election Costs

All General Election Costs are allocated among the Colorado Department of State, County Clerk and all coordinating jurisdictions so long as at least one state candidate or ballot measure is certified for the Election. Allocations will be calculated as follows:

1. First, the County Clerk determines the total General Election Costs incurred during the Election by completing the post-election reimbursement submission to the Colorado Department of State.
2. Next, the County Clerk will determine the local portion of the General Election Costs to be allocated between coordinating jurisdictions (the "Local Portion") pursuant to Applicable Law.
    a. 45% of the "Total Reimbursable Election Expenses" from the Colorado Department of State submission will be allocated to the state and reimbursed by the Department of State pursuant to state statute.
    b. 5% of the Total Reimbursable Election Expenses will be allocated to the County Clerk based on their statutory responsibilities.
    c. The remaining 50% of the General Expenses is the Local Portion that is allocated between coordinating jurisdictions.
3. Next, the County Clerk ascertains (a) the number of active, registered voters plus the number of property owners sent a ballot in each coordinating jurisdiction for the Election; (b) the total number of all active registered voters (and property owners) from all coordinating jurisdictions in the Election and (c) the relative percentage of the total active, registered voters (and property owners) that each coordinating jurisdiction comprises, as of Election Day.
4. Finally, the County Clerk calculates each jurisdiction's share of the Local Portion of the General Election Costs by multiplying its percentage responsibility by the Local Portion.

B) Allocation of TABOR Election Costs

This section only applies to Jurisdictions with Ballot Issues subject to TABOR.

The costs incurred by County Clerk during the Election for printing and mailing TABOR Books (the "TABOR Election Costs") are allocated among the County Clerk and jurisdictions that have Ballot Issues subject to TABOR as follows:

1. The County Clerk charges a two-tiered per-page fee based on actual cost information from the most recent election's TABOR Book, with different fees for large and small coordinating jurisdictions. For the Election, the per-page fees are:

Small Jurisdictions (less than or equal to 10,000 active, registered voters as of Election Day)	$1,300 per page
Large Jurisdictions (more than 10,000 active, registered voters as of Election Day)	$2,000 per page

2. Each jurisdiction with a Ballot Issue is charged for the number of pages in the TABOR Book that contains information regarding that jurisdiction's Ballot Issues. The front and back covers, table of contents, and any pages containing voter information from the County Clerk's office will be counted as pages allocated to the County Clerk. Partial pages are included in the count for each jurisdiction the same as full pages.

3. The County Clerk calculates each jurisdiction's total share of the TABOR Election Costs by multiplying its number of pages in the TABOR Book by the per page fee appropriate for its jurisdiction size. If the total amount due from all jurisdictions exceeds the actual amount of the TABOR Election Costs incurred, the County Clerk will reduce the per-page fees proportionately. If the total amount due from all jurisdictions is lower than the actual charges, the County Clerk will be responsible for the remainder.

C) Jurisdiction-Specific Charges

A Jurisdiction may incur unique charges under the IGA which are not shared with other jurisdictions. Such items may include costs of a special vacancy election, instant runoff contest costs, costs of cancelled elections or costs resulting from Jurisdiction errors in content or Ballot Notice certification. Any such charges will be itemized separately from the Jurisdiction's portion of the shared election costs.

D) Calculation of Total Amount Due

The County calculates the total amount due from each coordinating jurisdiction by adding the Jurisdiction's share of the General Election Costs to the Jurisdiction's share of the TABOR Election costs (if the Jurisdiction had a Ballot Issue subject to TABOR), plus any unique charges incurred. Each jurisdiction is assessed a minimum of $1,000, so if this total is less than $1,000, the jurisdiction would be assessed $1,000.

Example of calculation under Exhibit A

STEP ONE: GENERAL COSTS

(1) County Clerk's office completes the Colorado Department of State reimbursement submission that calculates costs for the Sample Election. The Total Reimbursable Election Expenses equal **$750,000**.

(2) Because the Election included State-certified ballot content, the statutory reimbursement from the state applies:

- State Allocation (45% x $750,000) = $337,500
- County Clerk Allocation (5% x $750,000) = $37,500
- **Local Portion (50% x $750,000) = $375,000**

(3) Four coordinating jurisdictions of different sizes are participating in this Sample Election. The active, registered voter and property owner counts for each and calculations of relative percentage of the total count for this Sample Election are as follows:

COORDINATING JURISDICTION	VOTER COUNT	PROPERTY OWNERS	TOTAL COUNT	RELATIVE PERCENTAGE
Civic School District	50,000	0	50,000	69.0%
Clerktown	2,000	500	2,500	3.4%
Ballot City	5,000	10	5,010	6.9%
Voterville	15,000	0	15,000	20.7%
TOTAL			**72,510**	**100%**

(4) The Clerk calculates each jurisdiction's share of the Local Portion of General Election Costs by multiplying their percentage against the total Local Portion amount of $375,000:

COORDINATING JURISDICTION	RELATIVE PERCENTAGE	LOCAL PORTION	TOTAL AMOUNT DUE
Civic School District	69.0%	$375,000	**$258,750**
Clerktown	3.4%	$375,000	**$12,750**
Ballot City	6.9%	$375,000	**$25,875**
Voterville	20.7%	$375,000	**$77,625**
TOTAL	**100%**		**$375,000**

STEP TWO: TABOR ELECTION COSTS

Three of the four jurisdictions in the Sample Election had Ballot Issues with different numbers of pages of Ballot Issue Notice information submitted for publication. The County Clerk included required voting and registration information in the TABOR book under Applicable Law. Small and large jurisdiction categorization is applied according to the voter counts above together with the number of pages for each jurisdiction's submission to calculate total TABOR Election Costs for each:

COORDINATING JURISDICTION	SIZE (PER PAGE COST)	NUMBER OF PAGES	TOTAL TABOR COST
Civic School District	Large Jurisdiction ($2,000)	3 pages	$6,000
Clerktown	Small Jurisdiction ($1,300)	6 pages	$7,800
Ballot City	Small Jurisdiction ($1,300/)	3 pages	$3,900
County Clerk	Large Jurisdiction ($2,000)	6 pages	$12,000

STEP THREE: TOTAL AMOUNT DUE

The County invoices each coordinating jurisdiction by adding their portion of the General Election Costs to their allocation of TABOR Election Costs (if applicable). For the Sample Election the results are:

COORDINATING JURISDICTION	GENERAL ELECTION COSTS	TABOR ELECTION COSTS	TOTAL AMOUNT DUE
Civic School District	$258,750	$6,000	**$264,750**
Clerktown	$12,750	$7,800	**$20,550**
Ballot City	$25,875	$3,900	**$29,775**
Voterville	$77,625	$0	**$77,625**
TOTAL	**$375,000**	**$17,700**	**$392,7000**

EXHIBIT B

PROCESS FOR PROPERTY OWNER LISTS

If the Jurisdiction allows property owners to vote in candidate contests or ballot measures that are included in the General Election, the Jurisdiction must comply with the following provisions:

A) Creation of Property Owner List
   1. The Jurisdiction is responsible for requesting DEO voter lookup access from the Colorado Secretary of State.
   2. The Jurisdiction is responsible for ordering a list of all property owners in the Jurisdiction from the Jefferson County Assessor's office.
   3. The Jurisdiction is responsible for comparing the list of property owners obtained with the state voter registration database using DEO lookup access to generate lists required for the County Clerk below.
   4. The Jurisdiction is solely responsible for any other obligations arising under C.R.S § 1-5-304 with respect to property owners list.

B) Property Owner List(s) Provided to the County Clerk
   1. No later than October 5, 2026, the Jurisdiction must certify to County Clerk a list of eligible electors who:
      a. Are registered to vote in the State of Colorado and whose voter records are active (not inactive, incomplete, or cancelled);
      b. Are or will be at least 18 years of age as of November 3, 2026; and
      c. Are not already registered to vote within the district boundaries of Entity.
   2. The Jurisdiction must provide all property owner lists to the County Clerk in either a Microsoft Excel or CSV (Comma-separate values) file. Each row of the list shall address a single eligible property owner and contain the following separate fields for such owner:
      a. First Name;
      b. Middle Name;
      c. Last Name;
      d. Colorado Voter Registration ID;
      e. UOCAVA flag;
      f. UOCAVA Ballot Delivery Method;
      g. Mailing Address;
      h. Mailing City;
      i. Mailing State;
      j. Mailing Zip Code; and
      k. Country.
   3. Between October 6 and October 26, 2026, provide to County Clerk the names of newly eligible electors, if any, who meet the same criteria (and in the same format)

EXHIBIT C

SCHEDULE OF ELECTION-RELATED DATES AND DEADLINES*

June, 2026		
June	Notice will be sent to all jurisdictions regarding participating in the November, General Election. Responses will be due no later than July 24	
July, 2026		
24 - Friday	If a political subdivision has taken formal action to participate in the General Election, it must notify the county clerk in writing. (100 days before the election)	1-7-116(5) 1-1-106(5)
	Last day for a local government who wants to conduct a ranked voting election in a General Election to give the county clerk notice. (No later than 100 days before election)	Rule 26.2 1-1-106(5)
August, 2026		
25 - Tuesday	Deadline for the county clerk and coordinating political subdivisions to sign intergovernmental agreements for the 2026 General Election. (No later than 70 days before the election)	1-7-116(2)
September, 2026		
1 - Tuesday	First day that DEO may cancel election (Close of business on the 63rd day before the election)	1-5-208(1.5) 1-5-208(3)
4 - Friday	Last day for the DEO from each political subdivision that intends to conduct an election to certify the ballot content. (No later than 60 days before the election)	1-5-203(3)(a)
18 - Friday	Last day for DEO to receive pro/con comments for TABOR Book. (By noon the Friday before the 45th day before the election)	Art. X Sect. 20(3)(b)(v) 1-7-901(4)

* This Exhibit provides highlights of the most important dates and deadlines referenced in the IGA. Please refer to C.R.S. Title 1 for all election-related dates and timeframes.

21 - Monday	Last day for the DEO to deliver TABOR Book ballot issue notices to the county clerk. (No later than 43 days before the election)	1-7-904
29 – 13	LAT will be held on a date between September 29 and October 13.	Rule 11.3.2(a)
October, 2026		
2 - 5	First day mail ballots may be sent to voters, except for UOCAVA voters. (No sooner than 29 days before the Election)	1-7.5-107(3)(a)
	Ballot boxes open.	IGA
5 - Monday	Before 12:00 p.m. the DEO will provide the county clerk with property owners list, if any exist.	
19 - October to 3 - November	The minimum number of required voter service and polling centers must be open for the November General Election. (Beginning at least 15 days before and on election day, except Sundays)	1-5-102.9(2) Rule 7.8.1(a)
26 - Monday	Before 12:00 p.m. DEO shall provide the county clerk with a property owner list that contains newly eligible electors who reside outside of the jurisdiction.	IGA
November, 2026		
3 - Tuesday	General Election (Polls open 7:00 am to 7:00 pm First Tuesday after the first Monday in November)	1-1-104(6.5) 1-7-101 (17)
13 - Friday	First day that interested parties may request and file for a recount at their own expense for the November 3, 2026 General Election. (No sooner than 10 days or later than 22 days after election.)	1-10.5-106(2)
16 - 24	RLA will be held on a date between November 16 – 24.	Rule 25.2.3(a)(1)

18 - 25	Canvass will be held on a date between November 18 – 25.	1-10-102(1) 1-10-103 (1)
25 Wednesday	Last day for interested parties to request and file a recount, at their own expense, of the November 3, 2026 General Election. (No sooner than 10 days or later than 22 days after election)	1-10.5-106(2)
	Last day for political subdivision that referred a ballot issue or question that failed for the 2026 General Election, to waive an automatic recount of that issue or question by giving written notice to clerk and recorder. (Within 23 days after election)	1-10.5-103 1-1-106(5)
February 2027		
County submits reimbursement request to the State and County will send invoices to the Jurisdiction (payment due in 30 days).		

ITEM NUMBER: 5
DATE: August 10, 2026

REQUEST FOR CITY COUNCIL ACTION

MOTION

TITLE: MOTION APPROVING AN AGREEMENT FOR USE OF TRANSIT-ORIENTED COMMUNITIES INFRASTRUCTURE GRANT FUNDS BETWEEN THE CITY AND FOOTHILLS REGIONAL HOUSING

☐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 $4.5 million from the Colorado Department of Local Affairs' Transit-Oriented Communities Infrastructure (TOCI) grant program to fund public infrastructure for Foothill Regional Housing's Ridge Road Master Plan. The city will pass these funds to Foothills Regional Housing, and this Agreement establishes their obligations in carrying out the project as a subcontractor.

PRIOR ACTION:

On April 27, 2026, Council approved a supplemental budget appropriation, accepting the grant award and amending the 2026 Budget. Last year, in October 2025, City Council approved the zoning for the project.

FINANCIAL IMPACT:

The total public infrastructure cost is $6,047,194. The Transit Oriented Communities Infrastructure (TOCI) grant award is $4,535,396, and the required local match is $1,511,798 (25% of total project cost). Foothills Regional Housing (FRH) will pay for the match, and the city will not incur a long-term financial obligation.

BACKGROUND:

FRH's Ridge Road Master Plan is a phased development, which will include up to 200 affordable homes for seniors and families earning 30% to 60% Area Median Income (AMI), and a new nursing school facility for Red Rocks Community College. As a

condition of development, the city requires public improvements to be constructed on the perimeter of the site.

To support Foothills and the development of affordable housing in Wheat Ridge, the city applied for and was awarded a $4.5 million grant in February 2026 from the Department of Local Affairs (DOLA) through the Transit Oriented Infrastructure Grant (TOCI) program. The grant program was funded as part of House Bill (HB) 24-1313 *Transit-Oriented Communities*, in which only certified jurisdictions are eligible recipients. The grant funds will be used to construct public improvements to roadways along Miller Street, 54th Avenue, and Ridge Road, and upsize the capacity of existing sewer lines for the development.

The city is the grantee responsible for overseeing the grant and reporting requirements, and FRH is carrying out construction of public improvements. As such, FRH is named as the "subcontractor" by DOLA. The agreement assigns applicable state grant compliance requirements to FRH and establishes FRH's financial and reporting obligations. FRH will submit monthly invoices, along with the required grant match, and progress reports to the city. Due to DOLA's grant reimbursement structure, the city will pay FRH for eligible costs upfront and then be reimbursed by DOLA.

Execution of this agreement is required before the City can execute the DOLA Grant Agreement.

RECOMMENDATIONS:

Staff recommend approval of the agreement between the City and FRH for use of grant funds to carry out the grant-funded activities for the TOCI Grant.

RECOMMENDED MOTIONS:

"I move to approve the Agreement for Use of Transit-Oriented Communities Infrastructure Grant Funds between the City and Foothills Regional Housing and further move to authorize and direct the mayor and city attorney to execute the same with instruments as necessary to facilitate and complete the obligations under the agreements."

Or,

"I move to not approve the Agreement for Use of Transit-Oriented Communities Infrastructure Grant Funds between the City and Foothills Regional Housing and further move to authorize and direct the mayor and city attorney to execute the same with instruments as necessary to facilitate and complete the obligations under the agreements for the following reasons."

REPORT PREPARED/REVIEWED BY:

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

ATTACHMENTS:

1. Agreement for Use of Grant Funds

AGREEMENT FOR USE OF GRANT FUNDS

This Agreement for Use of Grant Funds (the “Agreement") is entered into by and between the City of Wheat Ridge, a home rule municipal corporation with offices at 7500 W. 29th Avenue, Wheat Ridge, Colorado (the “City") and the Jefferson County Housing Authority d/b/a Foothills Regional Housing, a body corporate and politic, with offices at 11941 W. 48th Avenue, Wheat Ridge, CO 80033 (“FRH"), together referred to herein as the Parties, effective as of the latest date set forth in signature blocks below (the “Effective date").

RECITALS

A. The real property which is the subject of this Agreement is described on **Exhibit A,** attached.

B. On February 16, 2026, the City received a grant award (the "DOLA Grant Award") in the amount of $4,535,396 for the construction of essential infrastructure to prepare a formerly state-owned underutilized site for redevelopment into a walkable, affordable neighborhood and educational hub adjacent to the G line and Red Rocks Community College located at 10285 W. Ridge Road in Wheat Ridge, Colorado.

C. On April 27, 2026, the Wheat Ridge City Council approved a supplemental budget appropriation to accept the grant funds into the 2026 Housing Fund.

D. As the City’s regional housing authority partner, FRH has been selected by the City through a sole source procurement process as the City’s contractor to perform the construction of public improvements funded by the grant award.

E. This Agreement sets forth responsibilities of the City and FRH in accomplishing the objectives of the Intergovernmental Grant Agreement between the City and the state of Colorado by its Department of Local Affairs ("DOLA") for construction of on-site infrastructure for affordable housing in the City (the “DOLA Grant Agreement” or “DGA”).

F. This Agreement also facilitates construction by FRH of the public improvements required by the Development Covenant Agreement (the "Development Covenant Agreement") entered into among the City, FRH, and the State of Colorado Department of Human Services on June 17, 2024, recorded on June 25, 2024, at Reception No. 2024035956.

G. This Agreement establishes how the DOLA Grant funds will be used by the City to pay FRH for the public infrastructure construction it will perform to satisfy the Development Covenant Agreement and certain terms and conditions of the DOLA Grant Amendment.

AGREEMENT

1. Foothills Regional Housing (FRH) services. FRH agrees to perform the tasks, obligations, and services set forth in the Scope of Work; Construction of Public Improvements, Eligible Expenses, Deliverables, and Monitoring attached to this Agreement

as **Exhibit B** and incorporated herein by reference. The City agrees to pay FRH in return for FRH performing the services for the City hereinafter described and subject to the covenants and conditions hereinafter set forth within the limitations of **Exhibit B** and in the time and manner set forth at Sections 2 through 6 below.

2. Payment for Services. The City shall arrange for payment to FRH consistent with the requirements of the DGA and **Exhibit B**, with the flow of funds to take place as follows:

a. FRH shall pay its general contractor and any other subcontractors engaged by FRH directly. The City shall have no obligation for payment to any contractor.

b. On a monthly basis, not later than the 15th day of each month (or the next business day if the 15th falls on a weekend or holiday), FRH shall submit to the City the following:

   i. an invoice with supporting documentation (including proof of payment to its general contractor or other contractors it has engaged);

   ii. summary of work completed by contractor and subcontractors including meetings, labor, materials purchased and for what purpose;

   iii. proof of payment for services being invoiced; and

   iv. supporting documentation of purchases including copies of receipts and other relevant information.

c. The City shall reimburse FRH within 30 days of receipt of the FRH invoice The City shall not withhold payment of any undisputed portion of an invoice based on a dispute as to any other portion thereof.

d. The City shall submit a reimbursement request to DOLA in the amount paid against the FRH invoices. FRH shall support the City, upon request, in the City's draft of written narratives to DOLA.

e. To the extent DOLA disputes any portion of the reimbursement request, FRH shall, upon notice of the same from the City, accompanied by the DOLA response, either reimburse the City or credit the City on its next invoice in the disputed amount.

3. Match. The DOLA Grant Award amount is $4,535,396. This grant requires a 25% match of $1,511,799. FRH shall be solely responsible for payment of this match amount, which shall be paid as follows:

a. FRH shall accompany each invoice submittal to the City under Section 2(b), with a check to the City for 25% of the invoiced amount.

b. When the required $1,511,799 match amount has been paid to the City through this procedure, FRH's match obligation will be satisfied.

4. Retention. Under the DGA, DOLA will reimburse the City for costs of the project (the "Project") up to $4,308,627 and will retain 5%, or $226,769, until the Project has been

completed. During this period, the City shall fully reimburse FRH for eligible costs as detailed in invoices under Section 2 within the time periods set forth therein. The City shall carry this retained amount until it is released at the end of the Project following Substantial Completion.

5. Notice of Project Completion; Final Invoice and Payment. Pursuant to the DGA, FRH shall notify the City at least 30 days in advance of anticipated project completion. As a condition precedent to payment of the final FRH invoice, FRH shall provide:

a. evidence of Substantial Completion ("Substantial Completion"), meaning the stage in the progress of the Infrastructure Improvements when the Infrastructure Improvements (the "Infrastructure Improvements"), which shall mean the public infrastructure improvements to be constructed under this Agreement as described in Exhibit B, are sufficiently complete in accordance with the contract documents so that the Infrastructure Improvements may be occupied and used for their intended use;

b. final lien waivers from all contractors and subcontractors;

c. as-built drawings in a form acceptable to the City;

d. written warranties for the Infrastructure Improvements;

e. dedication documents conveying the Infrastructure Improvements to the City free and clear of all monetary liens and encumbrances (other than Permitted Encumbrances, meaning easements, rights-of-way, and other non-monetary encumbrances, which were not caused or created by FRH, that do not impair the use of the Infrastructure Improvements), subject to the City's or the relevant utility provider's written acceptance of ongoing maintenance responsibility for such Infrastructure Improvements; and

f. any documentation required by DOLA for final reimbursement approval.

6. Availability of Funds; Modifications. The City's obligations to FRH pursuant to this Agreement are contingent upon the availability of funds from DOLA under the DGA. Such availability of funds is subject to amendment or termination pursuant to the terms of the DGA. To the extent the DGA grant funds are reduced or made unavailable at any time during the term of this Agreement, the City shall promptly advise FRH in writing. FRH shall be reimbursed by the City for all costs detailed in the approved budget actually incurred or irrevocably committed to the date of notice by the City to FRH, and the parties shall meet within fifteen (15) days to determine whether this Agreement should be terminated at that point or amended to reflect the reduced funding. The City shall use commercially reasonable efforts to secure alternative funding sources before terminating this Agreement due to reduced grant availability. Provided, however, that any such alternative funding, to the extent requiring appropriation by the City, is subject to the City Council's sole and exclusive discretion.

7. Obligation of Funds. FRH shall not commit or spend any project funds on hard costs or take any choice limiting actions, until all City development review procedures have been successfully completed and all required City permits and approvals have been obtained. The parties acknowledge that the City, as the general purpose local government with land use authority over the project, acts on such permits and approvals separately from its role as a contracting party under this Agreement, and is not obligated to grant such approvals as a function of this Agreement.

8. Project Closeout. Pursuant to the DGA, within 30 days after payment by the City of FRH's final invoice, FRH shall support the City on Project Closeout ("Project Closeout"), meaning the administrative actions and final determinations necessary to complete and close out the Project, and the Final Information Memo that will detail the following:

a. Description of the approach to completing the project;

b. The outcome of that effort including documentation of the completed infrastructure project;

c. How many affordable units planned as a result of the infrastructure;

d. Any photos, dates of future openings, or ribbon cuttings related to the project;

e. How this project relates to HB 24-1313 goals and the relation of data included in a DOLA accepted housing needs assessment, housing action plan, and/or strategic growth comprehensive plan element;

f. Any other project outcomes that impacted the City's TOCI-related goals;

g. A description of community engagement efforts; and

h. Any lessons learned.

9. Fiscal Control. FRH shall be responsible for internal control and monitoring the physical and programmatic operational goals and procedures required to fulfill its responsibilities hereunder. FRH shall establish such fiscal controls and fund accounting procedures as required by or deemed necessary by the City or DOLA to ensure the proper disbursement of accounting for funds paid to FRH under this Agreement. FRH shall maintain separate accounts and establish bookkeeping systems for the deposit, payment, and use of funds provided by the City to FRH. Payment by the City is not construed as final in the event DOLA disallows reimbursement for the project or any portion thereof; provided, however, any claim by the City for return of funds based on DOLA disallowance must be made in writing within six (6) months following project closeout, and the City shall provide FRH with commercially reasonable documentation supporting such claim. FRH shall not be liable for return of funds to the extent the disallowance resulted from the City's failure to properly administer or report under the DGA, unless such failure was due to the reliance by the City on FRH's fiscal controls and funding accounting procedures.

10. Use of Project. During a period of ten (10) years following the date of close-out of the DOLA Grant (the "Grant") by the State, FRH may not change the use or planned use of

the infrastructure being constructed with these Grant funds. If FRH decides to change the use of the infrastructure to a use which the State determines does not qualify in meeting the original intent of the Grant, FRH must reimburse to the City, for subsequent reimbursement to the State, in an amount equal to the current fair market value of the infrastructure, less any portion of the value attributable to expenditures of non-state grant funds for acquisition of and improvements to, the infrastructure.

11. Insurance.

a. FRH shall obtain, maintain, and also ensure its Subcontractors obtain and maintain, insurance policies required by this Section 12 at all times during the term of this Agreement:

   i. workers' compensation insurance as required by state statute and employers' liability insurance covering the FRH and its Subcontractors acting within the course and scope of their employment;

   ii. commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits of $1,000,000 each occurrence, $1,000,000 general aggregate, and $1,000,000 products and completed operations aggregate;

   iii. automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident;

   iv. crime insurance including employee dishonesty coverage with minimum limits of $1,000,000 each occurrence and $1,000,000 general aggregate.

   v. professional consultants must maintain professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits of $1,000,000 each occurrence and $1,000,000 general aggregate; and

   vi. builder's risk property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial construction costs, plus value of subsequent modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis.

b. **Additional Insured Endorsement**. The City shall be named as additional insured on all commercial general liability policies.

c. **Primacy of Coverage**. FRH and Subcontractors' coverage must be primary over any insurance or self-insurance program carried by the City.

d. **Cancellation**. All insurance policies must include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of

premiums, without at least thirty days' prior notice to the City.

e. **Subrogation Waiver.** All insurance policies maintained by FRH or its Subcontractors shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against the City and its officers, agents, and employees.

f. **Certificates**. For each insurance policy required under this Agreement, the FRH shall provide to the City certificates evidencing FRH's insurance coverage within seven days after the Effective Date. FRH shall provide the City certificates evidencing its Subcontractors' insurance within seven days following the Effective Date. If a subcontract is not in effect as of the Effective Date, FRH shall provide the City certificates showing the Subcontractor's insurance coverage within seven days after executing the subcontract. Within seven days of the City's written request, FRH shall provide the City evidence of its compliance with the provisions of this Section.

12. Bonds. FRH or its Subcontractors performing work under this Agreement shall secure bonds from companies holding certificates of authority as acceptable sureties pursuant to 31 C.F.R. Part 223 and are authorized to do business in Colorado. The bonds must name the City as a dual obligee. The bonds shall include the following:

a. Performance Bond. A performance bond on the part of the subcontractor for 100 percent of the contract price. A performance bond is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

b. Payment Bond. A payment bond on the part of the Subcontractor for 100 percent of the contract price. A payment bond is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

c. Substitution. The bonding requirements in this Section may be waived in lieu of an irrevocable letter of credit if the price is less than $50,000.

13. Records Retention. FRH shall maintain all records, documents, communications, notes, and other written materials, electronic files pertaining to this Agreement for a period of six (6) years following the date of project closeout or final payment under this Agreement, whichever is later. FRH shall provide the City or DOLA with electronic copies of any relevant materials promptly upon written request and allow the City and DOLA to inspect and copy all records during normal business hours.

14. Confidentiality; Personal Identifying Information ("PII")

a. FRH shall hold and maintain all state records provided to or made available to it in connection with this Agreement confidential. FRH agrees this Section shall constitute a nondisclosure agreement with respect to such records.

b. To the extent FRH will or may receive any PII under this Agreement, FRH agrees not to share the same with any third parties for the purpose of investigation for, participating in, cooperation with, or assisting with Federal immigration enforcement.

15. Term of Agreement. The term of this Agreement shall commence upon execution by both parties and unless earlier terminated under Section 6 hereof, shall terminate when all FRH obligations herein have been satisfied and all final reports and associated record-keeping described in Sections 8 and 13 are complete, as determined by and to the reasonable satisfaction of the City; provided, however, the City shall provide written notice of any deficiency within thirty (30) days of FRH's submission or the submission shall be deemed accepted. In the event either party materially breaches this Agreement, including failure to reimburse FRH as required hereunder or failure by FRH to adhere to required elements of the scope of work, construction eligible expenses, deliverables, and monitoring required hereby, and such breach remains uncured for thirty (30) days after written notice from the non-breaching party, the non-breaching party may terminate this Agreement upon written notice to the other party. In the event of such termination, FRH shall be entitled to payment for all approved work performed and costs incurred or committed through the effective date of termination, plus any demobilization costs approved by the city. Without limiting the generality of the foregoing, the following additional requirements apply in the event DOLA terminates the DGA:

a. If DOLA terminates the DGA for any reason, the City must provide written notice to FRH within five (5) business days of receiving notice from DOLA, and the City may terminate this Agreement upon thirty (30) days' prior written notice and without penalty; provided, however, the City shall reimburse FRH for all eligible costs incurred or irrevocably committed prior to the effective date of such termination, including reasonable demobilization costs approved by the City.

b. If DOLA decreases the DGA Grant amount for any reason, the City must provide written notice to FRH, and the City's monetary obligation under this Agreement will be decreased commensurately with the decrease in the Grant Award.

c. If DOLA adjusts or otherwise reallocates Grant funds among or between budgeted items, the City must provide written notice to FRH.

d. If DOLA makes any erroneous payment, the City shall notify FRH in writing accompanied by any documentation received by DOLA describing the basis for the erroneous payment within thirty (30) days of the City's receipt of notice from DOLA. FRH must remit the erroneous payment amount within thirty (30) days of receiving notice from the City, unless FRH disputes the determination in writing within such period, in which case the parties shall meet within thirty (30) days to resolve the dispute directly with DOLA.

16. Designated Representatives; Notices.

The following persons are designated representatives of the parties for notice and all other purposes. Notice shall be effective upon delivery via email, personal delivery, or certified mail.

The City:

_____
City of Wheat Ridge
7500 W. 29th Avenue
Wheat Ridge, CO 80033
Email:_____

FRH:

Dayna Ashley-Oehm
Foothills Regional Housing
11941 W 48th Ave
Wheat Ridge, CO 80033
Email: DAshleyoehm@foothillsrh.org

17. Compliance with Law. FRH must comply with all applicable state laws and regulations. FRH further agrees to comply with any environmental, procurement, construction and other guidelines provided by the City as of the Effective Date or as otherwise mutually agreed in writing. FRH must comply with all local code and regulations and FRH's services must conform to those standards. FRH shall obtain any permits, licenses, and certificates which may be necessary for its performance under this Agreement. Noncompliance with the applicable rules and regulations shall constitute noncompliance with the terms of this Agreement.

18. Subcontracts. FRH shall incorporate the applicable requirements of this Agreement relating to insurance, bonds, compliance with law, nondiscrimination, records retention, and confidentiality in all contracts it enters into with its general contractor and any other contractors and subcontractors engaged by FRH. By entering into such additional contracts, FRH is not relieved of its responsibilities to the City as set forth in this Agreement.

19. Nondiscrimination; Grievance procedures. No person with responsibilities under this Agreement will discriminate because of race, color, national origin, age, sex, political affiliation, disability, or marital or familial status. FRH will ensure that every effort is made to provide equal opportunity to every potential minority and women's business vendor, contractor, and subcontractor.

20. Independent Contractor Status. FRH shall perform its responsibilities under this Agreement as an independent contractor and not as an employee of the City. FRH does

not have authority to bind the City in any fashion whatsoever. FRH and its subcontractors and agents are not entitled to unemployment insurance or workers' compensation benefits through the City. FRH shall pay when due all taxes incurred pursuant to this Agreement.

21. Indemnification. FRH shall indemnify, defend, and hold the City and its elected officials, officers, employees, insurers, and agents harmless from and against any and all third-party claims, demands, damages, losses, liabilities, judgments, costs, and expenses (including reasonable attorneys' fees) to the extent arising out of or resulting from:

a. the negligent performance of the Infrastructure Improvements by FRH or its subcontractors;

b. any negligent act, or omission, or willful misconduct or breach of this agreement by FRH or its Subcontractors;

c. any failure to comply with the DGA, to the extent such failure is with respect to an obligation of FRH;

d. any determination by DOLA that costs were ineligible, unsupported, or improperly documented, but only to the extent such determination results directly from FRH's failure to comply with its express obligations under this Agreement or Exhibit B; or

e. any lien, claim, or encumbrance arising from the Infrastructure Improvements.

This indemnification obligation shall survive completion, termination, *and* expiration of this Agreement.

Notwithstanding the foregoing, FRH's indemnification obligations shall not apply to claims arising from the City's negligence, willful misconduct, or breach of this Agreement. Within the limitations of the Colorado Constitution and statues, the City shall indemnify, defend, and hold FRH and its officers, employees, and agents harmless from and against any and all third-party claims, demands, damages, losses, liabilities, judgments, costs, and expenses (including reasonable attorneys' fees) to the extent arising out of or resulting from the City's negligent acts or omissions, willful misconduct, or breach of this Agreement. The City does not waive, and relies upon, all of the defenses, immunities, limitations of liability, and protections of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq.

22. Modification or Amendment. This Agreement is the entire agreement of the parties and may be amended only by written amendment approved by both parties.

23. Governing Law. This Agreement shall be governed and interpreted under Colorado law. Jurisdiction and venue are proper and exclusive in the district court for Jefferson County, Colorado.

24. Assignment. The obligations of the parties may not be assigned, provided however, FRH may as agreed contract with a general and other contractors to perform those of its obligations (not including reports and invoices to the City), pursuant to construction contracts, the forms of which have previously been approved by the City.

25. Counterparts. This Agreement may be executed in counterparts, each of which when accompanied by signature pages from the other party, constitutes the whole Agreement.

CITY OF WHEAT RIDGE

By: _____

Korey Stites, Mayor

ATTEST:

_____

Janeece Hoppe, City Clerk

APPROVED AS TO FORM:

_____

Gerald Dahl, City Attorney

_____

JEFFERSON COUNTY HOUSING AUTHORITY d/b/a FOOTHILLS REGIONAL HOUSING

By: _____

_____, Chair

ATTEST:

_____

Clerk to the Housing Authority

EXHIBIT A

Legal Description of Subject Property
[attached]

EXHIBIT B

Scope of Work, Construction, Eligible Expenses, Deliverables, and Monitoring

1. SCOPE OF WORK.

A. General Scope of Work ("General Scope of Work")**.** The scope of work is generally described as the construction of public infrastructure to support future redevelopment of affordable housing within a Transit Center of a certified Transit Oriented Community (TOC) of Wheat Ridge, Colorado, as outlined in HB 24-1313 (C.R.S. § 29-354-210 et seq.).

B. Grant Scope of Work ("Grant Scope of Work")**.** FRH will hire a qualified contractor to provide essential infrastructure to prepare a formerly state-owned, underutilized site for redevelopment into a walkable, affordable neighborhood and educational hub adjacent to the G Line and Red Rocks Community College (RRCC) located at 10285 W Ridge Road in Wheat Ridge, Colorado. Work includes a 100' segment of the sanitary sewer line under 51st Avenue; infrastructure improvements to three (3) roadways (Ridge Road, Miller Street, and W 54th Avenue) to include new sidewalks, landscaping, lighting, utilities, drainage, a safe pedestrian crossing, new curb, gutter, detached sidewalks, widening of Ridge Road (including new bike/turn lanes and signal modifications), Americans with Disabilities Act (ADA)-compliant curb ramps, installation of street trees, landscaping, underground utilities, and other closely related, eligible work as approved by DOLA.

2. CONSTRUCTION OF PUBLIC IMPROVEMENTS

A. Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law.

B. Procurement. A construction contract shall be awarded to a qualified construction firm through a formal selection process to award the construction contract to the lowest responsive, responsible bidder meeting the FRH's specifications.

C. Subcontracts. Copies of any and all contracts entered into by FRH in order to accomplish this Project shall be submitted to the City upon request, and any and all contracts entered into by FRH and any of its Subcontractors ("Subcontractors"), meaning any contractors, subcontractors, or other parties engaged by FRH to perform work under this Agreement, shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.

D. Standards. FRH and their Subcontractor(s) shall comply with all applicable

statutory design and construction standards and procedures that may be required, including the standards required by the Colorado Department of Public Health and Environment.

3. **ELIGIBLE EXPENSES.** Eligible expenses shall include: labor and materials costs, landscaping, utility, roadway improvements, fees related to permitting, plan review, utility development (excluding impact fees), bond and insurance costs, attorney's fees related to permitting or entitlements costs, and Direct costs.

   A. **Direct costs** are those that are identified as program-specific allowable costs of implementing the grant program objective.

   B. **Ineligible Expenses**. Ineligible expenses shall include, but are not limited to: impact fees, indirect overhead or general operating costs, lobbying, entertainment, food and beverage for public meetings, or other items not allowed under 2 CFR 200 Cost Principles. Grant funds may not be used to cover legal costs incurred by FRH in defending against third-party claims; provided, however, this limitation shall not apply to legal costs incurred by FRH in connection with permitting and entitlements.

4. **DELIVERABLES.** The final outcomes of this Agreement are completed sewer segment improvements under 51st Avenue and Substantial Completion of public roadway improvements to segments of Miller Street, Ridge Road, and W 54th Avenue as part of the Ridge Road infrastructure project in the City of Wheat Ridge. In addition, FRH will assist the City in drafting a Final Informal Memo to be submitted to DOLA as a Final Report.

5. **MONITORING.** FRH shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files, or communications, which pertain in any manner to the operation of activities undertaken pursuant to this state grant. Such books and records shall contain documentation of the FRH's pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

ATTACHMENT 1