AGENDA

CITY COUNCIL MEETING
CITY OF WHEAT RIDGE, COLORADO

Monday, September 14, 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 comments in advance at www.wheatridgespeaks.org (comment by noon on September 14, 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 September 14, 2026)

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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL OF MEMBERS

APPROVAL OF MINUTES

- Study Session Notes, August 17, 2026
- City Council Meeting Minutes, August 24, 2026
- Special Study Session Notes, August 24, 2026

APPROVAL OF AGENDA

PROCLAMATIONS AND CEREMONIES

1. Proclamation – National Hispanic Heritage Month

PUBLICS' RIGHT TO SPEAK

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

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

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

CONSENT AGENDA

None

PUBLIC HEARINGS AND ORDINANCES ON SECOND READING

1. Council Bill No. 17-2026 – an ordinance approving the sale of future City-owned real property and, in connection therewith, authorizing execution of a Purchase and Sale and related agreements with Spectra Centers

ORDINANCES ON FIRST READING

None

DECISIONS, RESOLUTIONS, AND MOTIONS

2. Motion to accept the 2025 Financial Statements from Haynie and Company

3. Motion to approve the purchase of the former Wilmore Davis Elementary School from Jefferson County Public Schools and to authorize the execution of a Purchase and Sale Agreement and related documents required for such acquisition
4. Resolution No. 42-2026 – a resolution of support for an application to the Outdoor Recreation and Legacy Partnership program for the Outdoor Pool Replacement project
5. Resolution No. 43-2026 – a resolution expressing the support of the City Council of the City of Wheat Ridge for the November 3, 2026, ballot question concerning a one percent sales and use tax for community capital investments
6. Resolution No. 44-2026 – a resolution amending the 2026 Fiscal Year General Fund budget to reflect the approval of a supplemental budget appropriation in the amount of $128,003 for the purpose of accepting and utilizing grant funds from the Denver Regional Council of Governments

ADJORN TO SPECIAL STUDY SESSION

NOTES

CITY OF WHEAT RIDGE, COLORADO
STUDY SESSION
Monday, August 17, 2026

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

CALL TO ORDER
Mayor Pro Tem Hultin called the City Council Study Session of August 17, 2026, to order at 6:30 p.m.

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

Staff in Attendance:
Patrick Goff, City Manager; Gerald Dahl, City Attorney; Christopher Murtha, Police Chief; Police Division Chief, Eric Kellog; Chris Molison, Director of Administrative Services; Lucy Spalenka, Deputy City Clerk.

Public Comment on Agenda Items
Comments in Person:

Kelly Blynn, representing the Wheat Ridge Active Transportation Advisory Team (ADATs), addressed the Council. She expressed appreciation for the City taking up the e-mobility issue and for aligning, where possible, with neighboring jurisdictions and state guidelines. The ADATs support adopting state definitions for e-bikes and not treating higher-speed e-motos as ordinary bicycles, while emphasizing that regulation should focus on unsafe behaviors such as speeding rather than on the technology itself. She raised concerns about proposed requirements for reflective gear and lighting, suggesting education, outreach, and provision of equipment in partnership with community groups as a better starting point. She also noted that continued investment in bike infrastructure could reduce pedestrian-bicycle conflicts on sidewalks. Finally, she offered the ADATs as a partner for outreach and noted the availability of the state e-bike tax credit and an upcoming state e-bike rebate program.

Comments Via Zoom: None
Comments Via Wheat Ridge Speaks: None

1. Regulation of E-Mobility Vehicles

Chief Murtha and Division Chief Kellogg presented an overview of the current landscape of e-mobility devices in Wheat Ridge. Chief Kellogg noted a rapid and ongoing increase in e-scooters, e-bikes, self-balancing devices, and other electrically propelled vehicles, while the City's current code lacks comprehensive regulation, creating enforcement challenges. Key concerns included high-speed travel by underage riders, pedestrian conflicts in dense areas, night riding without lights, and the absence of clear definitions for emerging devices such as One Wheels and electric unicycles. National data from the U.S. Consumer Product Safety Commission was cited, reporting 533 micro-mobility-related fatalities from 2017 to 2024, including 310 involving e-bikes.

Discussion: Councilmember Ohm highlighted the classification confusion between speed-based and wattage-based definitions, mentioning Golden's wattage-centered approach. Chief Murtha explained that most jurisdictions integrate both parameters, with 750 watts as the e-bike class cap, anything beyond treated as an e-moto. Attorney Dahl suggested a separate municipal code article for these regulations, proposing Chapter 13 as most suitable. Councilmember Snell expressed concern about minors misusing high-powered e-motos, advocating for accountability measures without over-regulating adult commuters. Chief Kellogg confirmed potential ordinances could meld safety and e-mobility benefits. Mayor Pro Tem Holtin prioritized clear regulation distinguishing e-bikes and e-motos, emphasized speed control on trails irrespective of vehicle type, and parental accountability for minors with noncompliant e-bikes. Retailers, like Costco, complicate local regulation with noncompliant sales. Councilmember Martell focused on parent accountability, age-specific safety gear mandates, and trail speed concerns. She also prompted discussions on shared e-mobility services. Councilmember Quinn identified non-pedal vehicles as an issue, suggesting Golden's ordinance as a model and citing Arvada's language as a resource. Councilmember Wood recognized the complexity and enforceability challenges, agreeing on parental responsibility, and received confirmation from Chief Murtha that speed limits are primary on trails. Councilmember Larson stressed placement consideration within the municipal code and avoiding penalties to e-mobility deliveries, while advising inclusion of various devices within definitions. Councilmember Okada noted electric scooters over 20 mph fall outside current e-bike definitions; Chief Kellogg confirmed commercial scooters have speed governors. Chief Murtha highlighted enforcement difficulties but emphasized their deterrent potential, alongside radars, pacing, and using

departmental e-bikes for speed limits, stressing education and outreach as key strategies.

Attorney Dahl cautioned that creating a local licensing or registration system would effectively require the City to operate its own motor vehicle division, including staffing and infrastructure. He noted that requiring a state-issued driver's license for operation of higher-class devices—without creating a local registration system—would be a more practical approach, consistent with what other jurisdictions have done.

Consensus: Staff to develop an Ordinance based on this framework, to be accompanied by an education and outreach campaign and data collection for future review:

- **a.** Adopt the state definition of e-bikes, including Classes 1, 2, and 3, up to 750 watts.
- **b.** Classify anything over 750 watts up to the state's motorcycle threshold (~4,500 watts) as an e-moto.
- **c.** Include low-speed personal conveyances (e.g., scooters, OneWheels, electric skateboards) capped at 20 mph within the broader e-bike definitional framework.
- **d.** Require a driver's license for operation of any device capable of exceeding 20 miles per hour, including Class 3 e-bikes and e-motos.
- **e.** Require a helmet for all riders under 18 on any device.
- **f.** Establish parental and guardian accountability provisions.
- **g.** Establish no-ride zones in conjunction with event permits.
- **h.** Apply speed enforcement to all users—motorized and non-motorized—on multi-use trails currently capped at 15 mph.

2. Regulation of Drones

Chief Murtha and Division Chief Kellogg presented an overview of drone use in Wheat Ridge and the regulatory landscape. The City's drone program, launched in March 2024, responded to 119 calls for service in 2025, including significant deployment during the Fourth of July for illegal fireworks enforcement. Drone use by private individuals and commercial operators is increasing, including instances of drones hovering near residential windows and over events such as the Carnation Festival, raising concerns related to privacy, noise, wildlife and domestic animal impact, and public safety.

Chief Kellogg noted that the Federal Aviation Administration (FAA) retains overarching authority over drone operations and has not yielded significant regulatory space to municipalities. Current FAA rules require registration, visual line-of-sight operation, altitude limits under 400 feet, and avoidance of airports, military installations, emergency scenes, and certain crowds. Commercial operators must hold Part 107 certification. Local jurisdictions have focused their ordinances on takeoff and landing restrictions on city-owned property, permitting systems for commercial and filming operations, and privacy and nuisance provisions.

Attorney Dahl noted that Council had addressed this topic at study sessions in May and November of the prior year, at which time the direction given was to be "conservative and risk averse" in identifying elements of a local ordinance. He summarized the draft ordinance he had prepared in response to that direction, which proposes a new Article 10 in Chapter 16 (Offenses—Miscellaneous). Key provisions include:

a. **Definitions** for city airspace, city manager, drone, model aircraft, operator, privacy, and unmanned aircraft system.
b. **Operating requirements** prohibiting drone operations over any city-owned property—including parks, streets, and alleys—without prior authorization from the City Manager, with a note that such authorization shall not be unreasonably withheld.
c. **Restrictions on private property** operations, cross-referencing existing code provisions on trespass, nuisance, and voyeurism, to address concerns such as drones hovering near residential windows.
d. **Nuisance provisions** addressing wildlife, domestic animals, and general neighborhood disturbance.
e. **Authority for the City Manager and Police Chief** to permit drone operations for legitimate purposes, including inspection of public utilities and facilities.
f. **Enforcement tools** including fines, municipal court penalties, and the ability to impound drones used in a reckless or unsafe manner.

Attorney Dahl emphasized that the draft ordinance intentionally does not require local registration of drones—leaving that to FAA authority—to avoid the City inadvertently enforcing a federal regulatory scheme. He indicated the language was deliberately narrow, consistent with Council's prior direction, but that Council was free to broaden, narrow, or move directly to a first reading.

Councilmember Wood sought clarification on whether the ordinance implicitly required FAA registration compliance. Attorney Dahl confirmed FAA requirements

apply independently and that the City avoided mandating local registration to not enforce federal rules. Councilmember Quinn inquired about handling Excel Energy's drone use for power line inspections, to which Attorney Dahl explained the City Manager's permit authority could accommodate such uses, with conditions like advance resident notification. Councilmember Larson proposed designating city park zones for recreational drone use, suggesting minor corrections for the word "drone," and Attorney Dahl agreed, welcoming language on drone-use permissions set through public engagement and Parks Commission processes. Mayor Pro Tem Hultin mentioned Creekside Park as a potential drone area, while acknowledging the need for procedural park-use designations. Councilmember Ohm pointed out the potential future uses of facial recognition and Flock drones, requiring monitoring. Chief Murtha suggested broadening the first-responder exemption in the draft ordinance to include all emergency responders, not just police, and noted possible future uses of technology like autonomous drone hives. Attorney Dahl agreed to these points and reiterated that ordinances should adapt over time. Councilmember Larson expressed concern about the ordinance's placement in Chapter 16 (Offenses—Miscellaneous), proposing Chapter 11 (Buildings, Licenses, Permits, and Miscellaneous) as a more neutral option; however, Attorney Dahl indicated Chapter 16 might be appropriate since the ordinance focuses on activity restrictions.

Consensus: Council directed Attorney Dahl to bring the drone ordinance forward for first reading, incorporating the following modifications discussed during the session:

a. Add "or remotely" to the drone definition for grammatical and logical clarity ("autonomously or remotely").
b. Broaden the first-responder exemption to include fire departments and all emergency responders.
c. Add language permitting drone use in city parks "except as specifically designated" by the City, preserving a pathway for future park-specific designations through the Parks Commission process.
d. Add authority for the City Manager to impose permit conditions, including advance resident notification for commercial or utility inspection operations.

3. Staff Report(s)

Police Chief, Murtha noted a successful Carnation Festival, with no further staff report items.

4. Elected Officials' Report(s)

Councilmember Martell reminded the public that District 1 office hours, held on the first and third Tuesday of each month, have resumed. She announced that the following day's session would be held as a happy hour from 4:00 to 6:00 PM at Rollin' Smoke BBQ, and invited constituents to attend and discuss any issues.

Councilmember Larson reported on several recent activities. He attended the Wheat Ridge Historical Society meeting online on August 10th and shared the discussion previously held with the Society regarding their request. He noted being given a copy of the letter placed in the time capsule buried at the Green on 38th during the Carnation Festival parade, authored by Historical Society President Don Wood, which reflected on how present-day divisions will become history and encouraged future readers. He also attended the Wheat Ridge Business Association meeting on Tuesday morning, which featured a speaker on navigating difficult conversations. On Thursday, he participated in an online RTD stakeholder session presenting early iterations of a plan to carry RTD into the 2030s, which involved potential service cuts in some areas and additions in others; he noted the session was encouraging in that RTD appeared to be taking a more adaptive approach. Finally, he noted attending the opening of the new brewery at Clear Creek Crossing on Saturday evening, and reminded the public of the ribbon cutting at the Prost, scheduled for noon on Wednesday, August 19th.

Mayor Pro Tem Hultin noted that school had returned to session and encouraged the public to watch for children walking and biking. She highlighted a parent-organized bike train starting at Prospect Valley Elementary and organized walking and biking efforts at Stevens Elementary. She observed a meaningful increase in families using e-bikes with child carriers for school commutes compared to prior years. She also reported attending the Partners in Progress meeting with Local Works the prior Wednesday, where the primary topic was safe streets to school, with Local Works committing to serve as a community partner on messaging and outreach. She noted that Local Works is also planning to host a ballot initiative informational event in the fall, in anticipation of a potential Council referral at the upcoming regular meeting.

ADJOURNED AT 8:50 pm

_____

Rachel Hultin, Mayor Pro Tem

_____

Lucy Spalenka, Deputy City Clerk

MINUTES

CITY OF WHEAT RIDGE, COLORADO
CITY COUNCIL REGULAR MEETING
Monday, August 24, 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 August 24, 2026, at 6:31 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; City Attorney Gerald Dahl; Director of Parks and Recreation Karen O'Donnell; Deputy Director of Public Works Kent Kisselman; Deputy City Clerk Lucy Spalenka; Civil Engineer II Rocky Macsalka; Community Development Director Lauren Mikulak; Director of Admin Services Chris Molison; Deputy Director of Parks and Recreation Brandon Altenburg; Chief of Police Christopher Murtha.

APPROVAL OF MINUTES
The Study Session Notes from August 3, 2026, City Council Meeting Minutes from August 10, 2026 and Special Study Session Notes from August 10, 2026 were approved as presented.

APPROVAL OF AGENDA
No changes to the agenda were proposed.

PROCLAMATIONS AND CEREMONIES

1.Dominick Breton Community Champion Award
Mayor Stites presented the inaugural Dominic Breton Community Champion Award to Diane Erps, Carolyn Toth, and Janet O'Keefe. The award recognized the three neighbors for their sustained care of fellow community member Evan following a serious dog attack. Their efforts included caring for his home and dogs, organizing meals and visits, and coordinating daily walking companions to support his recovery. Mayor Stites also noted that responding Officer Lyon had remarked it was the most supportive neighborhood he had ever worked with. Carolyn Toth addressed the council, acknowledging the broader network of neighbors who contributed to Evan's recovery and asking them to stand in recognition.

2.Wheat Ridge Rotary Club
Mayor Stites read a proclamation formally designating August 24, 2026 as Rotary Day in Wheat Ridge, Colorado, recognizing Rotary International's founding in 1905 and the Wheat Ridge Rotary Club's 50 years of local service. Greg Garner spoke on behalf of the club, highlighting the club's community programs, its long-running operation of the Carnation Festival beer tent, and the Rotary motto of "Service Above Self" and the Four-Way Test. Bob Timm then addressed the council, announcing a World Peace Day event at Prospect Park on September 21 at 11:30 AM coinciding with the club's 50th anniversary, featuring the dedication of a peace pole inscribed in nine languages. Timm also noted the club's ongoing tree-giveaway program, having placed 65 trees in the community over three years, with 20 more available for the current year.

PUBLIC'S RIGHT TO SPEAK
In person

The Mayor noted that public comments for both the regular meeting and the Special Study Session would be taken at this time.

Bob Timm (Wheat Ridge Rotary Club) provided the above-noted remarks regarding the tree program and World Peace Day event.

Erin Dreezen (Wheat Ridge resident) provided an update on the Ottawa car wash facility at 900 West 44th Avenue, noting the installation of the world's first robotic car wash system, which uses 50 percent less power and 80 percent less water than conventional car washes. Dreesen invited council members and the police department to visit the facility during its controlled testing period.

Meg Reed (non-resident, volunteer with immigrant assistance organizations) thanked the council for adopting policies to protect Wheat Ridge residents from what she described as repeated overreaches by ICE, including warrantless home entries and enforcement at churches and medical offices. She urged the council to continue those protective steps.

Robert Robinson (Wheat Ridge, District 3) addressed the Special Study Session item, requesting that any resolution explicitly reference ICE-related violence, deaths, and deportations to third-party countries. He expressed concern about unauthorized ICE holding cells, citing the Glenwood Springs example, and urged that any such facility be treated as a city building code violation. He called for stronger city leadership on the issue, including a possible reverse 9-1-1 system to warn residents of ICE activity.

Don Slavin (Wheat Ridge resident since 1969) tendered copies of his June 24th letter to the City Attorney and Wheat Ridge Police Department Policy and Procedure 6.21 to the clerk for distribution. He thanked the council for its prior resolutions affirming civil rights and community policing. He identified two legal loopholes under 287(g) agreements related to transportation and investigation of immigrants not covered by state prohibition, and urged both a general policy and a specific amendment to WRPD Policy 6.21 to close them.

Devin Green (Wheat Ridge resident) read a statement on behalf of a Wheat Ridge restaurant employee, describing declining Hispanic customer traffic at local restaurants and expressing fear among immigrant workers regarding ICE enforcement.

Stephen Blette (Wheat Ridge resident) thanked the council and staff for their rapid response to community concerns. He addressed Item 1 of the staff memo, urging council to remove the qualifier allowing future 287(g) agreements with explicit council authorization, arguing it creates an unnecessary avenue for the policy to be undone. He stated that if circumstances change materially, a new study session should be required before any reconsideration.

Megan Crow (Wheat Ridge resident) addressed Item 2 of the staff memo regarding material support to ICE operations. She argued that "public safety" as used in the staff recommendation was ill-defined, and that any local police support of ICE operations exposes the city to civil rights liability. She urged a clear policy limiting such support.

Lauren Androski (Wheat Ridge resident) addressed Item 4 regarding unidentified federal officers. She noted that people across the country have impersonated ICE to commit crimes, including in Colorado Springs, and asked the council to formalize Wheat Ridge PD's existing verbal guidance to call 9-1-1 when unable to identify a detaining party. She cited Colorado impersonation statutes and LAPD policy as models, and requested a dispatch and response protocol for reports of masked or unidentified individuals claiming federal authority.

Heather Dalton (Wheat Ridge resident) addressed Item 5 on city property, disagreeing with the staff's use of the qualifier "routine civil" and urging the council to adopt an ordinance categorically prohibiting city property from being used for immigration enforcement. She spoke to the historical contributions of immigrant communities to Wheat Ridge.

Emily Fields (non-resident) addressed Item 6 on temporary holding facilities, clarifying that the community's request concerned ICE-operated holding rooms at commercial or office properties—not Wheat Ridge PD's own holding cells. She referenced Colorado Times Recorder reporting documenting at least nine such facilities in Colorado, with 2,831 people held between January and October 2025. She urged the council to act proactively, as Glenwood Springs had done, to prevent any such facility from operating in Wheat Ridge.

Via Zoom

No speakers signed up

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

Erin Dreeszen
Aug 24, 2026 at 11:48am
Comment
I would like to provide a quick update from Autowash Lakeside at 5900 W. 44th Ave. While we are not yet fully open, we are now inviting customers to help us test and refine our new wash technology. During testing, multiple team members are onsite assisting customers, observing the system and making adjustments. We'd like to invite Council to visit, meet our team, see and hear the technology firsthand, and enjoy a complimentary wash. We're also extending free washes through the end of August to Wheat Ridge Police squad cars. Prior to our redevelopment, we had discussed the department utilizing the facility for squad cars, and we would be happy to have officers bring their vehicles through at no charge through the remainder of this month while also helping us put the new system through its paces. We're proud to bring this new technology to both Wheat Ridge and the car wash industry. This revolutionary system can use up to 80% less water and roughly 50% less power than traditional wash systems—demonstrating that innovation can deliver a great customer experience while using significantly fewer resources. We hope you'll come see it in action!

Name withhold
Aug 24, 2026 at 11:21am
Comment
As a long time resident of Wheat Ridge, I continue to be concerned that the term "resident" is so easily substituted for "respondent". In the 2026 Citizen Survey, 786 people responded. According to Wikipedia, our 2026 WR population is 32,007. That computes to reporting the opinions of 2.5% of WR residents, yet Staff continues to issue statements similar to "80% of the RESIDENTS approve actions of the City". Even with the best stretch of statistics 80% of 32,007 (25,605) is not the same as 80% of 786 (629)! At the Council meeting of June 21, 2026, after Council recognized the Citizen Police Academy grads, new Police recruits and Dominic Breton, 12 people spoke during Citizens' Right to Speak to express their opinions on immigration enforcement. If

memory serves me right, not all stated they were residents of Wheat Ridge. At the comments from Council end of the meeting, 5 Council members thanked the speakers for coming as well as mentioning the recruits, the goat parade, sustainability, parks playgrounds, bike to work, housing 200 previously un-housed,, etc. No one mentioned nor asked for any specific incidents involving WR Police and Federal Immigration. Mayor Pro-tem Hultin asked to bring the item to a study session which is happening tonight. Again —unfortunately — three of the items in the report — #2, #4, #5 — begin with "RESIDENTS expressed concern or requested". To be totally transparent in whatever decision Council chooses, Staff should accurately state " 12 public speakers were concerned and requested this change". I'm waiting to see if our Police Chief or some Staff member will present some statistics to reinforce the need for the City of WheatRidge to codifying current City practices. These changes may be unnecessary as several of the points are already in State law. And I continue to cringe when I see reports where the word "RESIDENT " is used when we are really quoting "RESPONDENTS". Hats off to Guy Nahmiach who actually thanked 74% of the survey RESPONDENTS for liking the Gazette !!! Thank you for listening.

CONSENT AGENDA

Item 1a

Title: Resolution No. 37-2026, A resolution of support for a joint application with the City of Denver to the Jefferson County Parks and Open Space Trails Partnership Program

Issue: The Jefferson County Parks and Open Space (JCPOS) Trails Partnership Program allows communities within the County to apply for funding in the amount of up to 50% of the cost of projects related to regional trails. A City Council Resolution of Support is required as part of the application. Staff would like to submit a collaborative proposal with the City of Denver to request funding for the design phase of a grade-separated Clear Creek Trail (CCT) segment connecting Creekside Park to the CCT north of W. 52nd Ave. This design phase would build upon a feasibility study previously completed for this project.

Councilmember Quinn read the title and issue into the record

Item 1b

Title: Resolution No. 38-2026, A resolution of support for an application to the Jefferson County Parks and Open Space Trails Partnership Program for an erosion mitigation project

Issue: The Jefferson County Parks and Open Space (JCPOS) Trails Partnership Program allows communities within the County to apply for funding in the amount of up to 50% of the cost of projects related to regional trails. A City Council Resolution of Support is required as part of the application. Staff would like to submit a proposal to fund the construction of erosion mitigation and safety improvement measures along the Clear Creek Trail (CCT) north of the Clear Creek Crossing retention pond.

Title and issue read into the record by Councilmember Quinn

Motion by Councilmember Quinn: I move to approve Resolution No. 37-2026, a resolution of support for a joint application with the City of Denver to the Jefferson County Parks and Open Space Trails Partnership Program, and Resolution No. 38-2026, a resolution of support for an application to the Jefferson County Parks and Open Space Trails Partnership Program for an erosion mitigation project.
Seconded by Mayor Pro-Tem Hultin
Vote: 8-0, Motion carried.

PUBLIC HEARINGS AND ORDINANCES ON SECOND READING

2. **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
   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.
   Title and issue read into the record by Councilmember Wood
   Mayor Stites opened the public hearing
   Staff Presentation: City Manager Patrick Goff presented the staff report. He summarized that existing city revenues are insufficient to address major capital needs over the next decade. The proposed 1% sales and use tax, effective January 1, 2027, is estimated to generate approximately $11,700,000 in its first full fiscal year and support approximately $236,000,000 in total capital funding over ten years through phased financing. Proposed investments include street and infrastructure maintenance, bicycle and pedestrian safety improvements, preservation of community spaces at Wilmore Davis and Color Strand, replacement of the Anderson Park outdoor pool, and modern police and city services facilities. Statistically valid polling conducted by Magellan Strategies showed strong support, with support increasing when additional detail was provided to respondents.

   No public comment
   Council Discussion: Mayor Pro Tem Hultin noted that polling showed support actually decreased when respondents were offered a lower tax rate covering fewer projects, indicating community alignment with the full investment scope. Councilmember Wood thanked residents who participated in surveys and engagement events, as well as city staff for the quality of information provided. Councilmember Quinn acknowledged the council's deliberate approach and highlighted that, as a sales tax, non-residents who visit Wheat Ridge would also

contribute. Councilmember Okada expressed appreciation for the depth of investigation into resident priorities and the phased financial analysis. Councilmember Ohm echoed thanks to the community and staff, recognizing the importance of addressing the infrastructure needs that have accumulated over time.

City Attorney Gerald Dahl was asked to clarify the city's obligations under Colorado's Campaign Reform Act once the ballot question is set. Attorney Dahl explained that upon passage of the ordinance, the city may not spend any city funds or in-kind services to advocate for or against the measure. Council members may pass a resolution of support by statute, and individual council members retain their personal rights as community members to support or oppose the measure. He encouraged council members to contact him directly with any questions about permissible activities during the campaign period.

Motion by Councilmember Wood: 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 on second reading and that it take effect immediately.
Seconded by Councilmember Ohm.
Vote: 8-0, Motion Carried.

ORDINANCES ON FIRST READING

2. **Title:** Council Bill No. 17-2026, An ordinance approving the sale of future City-owned real property and in connection therewith, authorizing the execution of a purchase and sale and other related agreements with Spectra Centers
Issue: The purpose of this action is to request City Council approval of the sale of approximately 4.5 acres of the former Wilmore Davis Elementary School property, including the existing school building, to Spectra Centers. The proposed sale is part of a public-private partnership through which the City intends to acquire the entire school property from Jefferson County Public Schools, retain approximately 2.5 acres for permanent park and recreation use, and convey the building and remaining area to Spectra Centers for reuse as a special education facility school. Approval of this ordinance will authorize execution of the Purchase and Sale Agreement between the City and Spectra Centers and related closing documents.
Title and issue read into the record by Mayor Pro Tem Hultin

Motion by Mayor Pro Tem Hultin: I move to approve Council Bill No. 17-2026, an

ordinance approving the sale of future city owned real property and in connection therewith authorizing execution of a purchase and sale agreement and related agreements with Spectra Centers for the approximately 4.5 acre portion of the former Wilmore Davis elementary school property, ordered published and a public hearing set for September 14, 2026 in City Council Chambers.
Seconded by Councilmember Okada
Vote: 8-0, Motion Carried.

DECISIONS, RESOLUTIONS, AND MOTIONS

2. **Title:** Motion to approve appointments to Boards, Commissions, and Committees
Issue: There are currently four At-Large vacancies to fill on the Sustainable Wheat Ridge Committee. The Mayor recommends At-Large appointments which are ratified by the City Council.

Mayor Stites presented the following at-large appointments to the Wheat Ridge Committee:

Abigail Stewart, term to expire March 2, 2028
Noah Juran, term to expire March 2, 2029
Lina Hamilton, term to expire March 2, 2029
Carlisle Bird Mueller, term to expire March 2, 2029

Motion by Councilmember Martell: I move to approve the nominations as presented by Mayor Stites.
Seconded by Mayor Pro Tem Hultin
Vote: 8-0, Motion Carried

3. **Title:** Motion approving naming of The Green at 38th Community Pavilion in honor of Dominick Breton.
Issue: Dominick Breton passed away on June 18, 2026. He was known for bringing people together, strengthening community relationships, and supporting key civic and business organizations such as the Chamber and the Grange. Mayor Korey Stites proposed naming the community pavilion at The Green at 38th the “Dominick Breton Community Pavilion.” Naming the pavilion in his honor reflects the values of the City’s naming policy and acknowledges the lasting legacy he left within Wheat Ridge.
Title and issue read into the record by council member Quinn

Staff Presentation: Parks and Recreation Director Karen Okada confirmed that the naming met the requirements of the 2009 Parks Naming Policy, including a

two-thirds affirmative vote of the Parks and Recreation Commission on August 19, 2026. Councilmember Quinn, as liaison to the Parks and Recreation Commission, relayed that discussion centered on making the recognition more meaningful than a standard wall plaque. A suggestion emerged to use a large boulder-style feature with a bench and detailed plaque describing Breton's history and contributions. Councilmember Martel expressed support for including both a pavilion sign and a more detailed commemorative plaque. City Manager Goff noted that staff would draft options and return to commission or council for feedback, acknowledging space limitations on a physical plaque.

Motion by Councilmember Quinn: I move to approve the naming of The Green at 38th Community Pavilion in honor of Dominick Breton.
Seconded by Councilmember Larson
Vote: 8-0, Motion Carried

4. **Title:** Resolution No. 39-2026, A resolution approving an Intergovernmental Agreement with Jefferson County and authorizing the Mayor to execute a grant agreement with Jefferson County Parks and Open Space for improvements to the Route 32 bus stop at West 32nd Avenue and Kipling Street
Issue: The City of Wheat Ridge has been working with RTD to restore bus service along W. 32nd Avenue, including service to Wheat Ridge High School. To support this effort, several existing bus stops between Wadsworth Boulevard and Youngfield Street must be upgraded to meet current accessibility standards. The most complex of these is the bus stop at the southeast corner of West 32nd Avenue and Kipling Street, adjacent to Crown Hill Park, which straddles the border between Wheat Ridge and Jefferson County. This resolution approves agreements for cost-sharing and allows the City to construct and maintain an accessible path and boarding area for the RTD bus stop.
Title and issue read into the record by Councilmember Snell

Staff Presentation/ Council Discussion: City Manager Goff credited staff, particularly Lauren Mikulak, for their multi-year effort to restore Route 32 bus service to western Wheat Ridge. Mikulak reported that the RTD Board had approved extending Route 32 from Wadsworth Boulevard to Clear Creek Crossing in late September 2026. The bus stop at West 32nd and Kipling, which straddles the Wheat Ridge–Jefferson County border, requires a multi-jurisdictional IGA and construction of an accessible path and boarding area. One additional IGA related to the Watrous Ditch Company is anticipated for the following month.

Councilmember Larson inquired about the timeline for other bus stop upgrades along 32nd Avenue. Mikulak confirmed those stops are actively being addressed in coordination with RTD. Councilmember Wood asked whether service could begin prior to completion of all stop improvements; Mikulak confirmed RTD committed to opening the line in late September regardless. Mayor Stites raised concern about ridership sustainability given RTD's financial constraints. Mikulak noted that RTD has indicated ridership levels will be important for the route's continuation, and that staff will work to promote the route to both origin and destination riders, including the hospital, apartments, and high school. Mayor Pro Tem Hultin noted a recent conversation with the RTD Board president underscoring the importance of local government partnerships and highlighted that youth 19 and under may ride free, directly benefiting Wheat Ridge High School students. Councilmember Wood expressed optimism that Clear Creek Crossing's development activity would support strong ridership.

Motion by Councilmember Snell: I move to approve Resolution No. 39-2026, a resolution approving an intergovernmental agreement with Jefferson County and authorizing the Mayor to execute the related grant agreement with Jefferson County Parks and Open Space for improvements to the Route 32 bus stop at West 32nd Avenue and Kipling Street.
Seconded by Councilmember Martell
Vote: 8-0, Motion Carried.

5. **Title:** Motion awarding a contract to the Farnsworth Group Inc., for designing a replacement outdoor pool in the amount $666,662
Issue: The Anderson Outdoor Pool is nearing the end of its useful life, with significant foundational and structural issues necessitating a full replacement. This proposed motion would award the design contract for the replacement pool to the Farnsworth Group, who was selected for the recommended contract following a competitive procurement process.
Title and Issue read into the record by Councilmember Larson

Staff presentation: Deputy Parks and Recreation Director Brandon Altenburg reported that a competitive procurement process yielded 11 eligible firms, narrowed to four finalists. The Farnsworth Group was selected as the preferred vendor. The contract amount is under the budgeted amount for the 2026 design phase.

Motion by Councilmember Larson: I move to approve the motion awarding a

contract to the Farnsworth Group Incorporated for designing a replacement outdoor pool in the amount of $666,662.
Seconded by Councilmember Okada
Vote: 8-0, Motion Carried

6. **Title:** Motion awarding a contract to Wember Inc., for owner's representative services for the Outdoor Pool Replacement project in the amount of $291,887
Issue: The Anderson Outdoor Pool is nearing the end of its useful life, with significant foundational and structural issues necessitating a full replacement. This proposed motion would award an owner's representative contract for the replacement pool to Wember Inc., who was selected for the recommended contract following a competitive procurement process.
Title & Issue read into the record by Councilmember Okada

Staff Presentation: Deputy Director Altenburg reported that four firms submitted bids and Wember Inc. was selected as the preferred vendor. He noted this contract covers the full project lifecycle, from design through construction, serving as the city's agent throughout the entire process.

Council Discussion: Councilmember Quinn asked about contract duration. Altenburg clarified that the design phase is estimated at 10 to 14 months; the owner's representative contract is structured as a not-to-exceed amount covering the full project regardless of duration, with construction anticipated in 2027 or 2028. Councilmember Larson asked about the owner's representative's role in protecting the city from delays or disputes. Altenburg confirmed the firm would proactively work to avoid such issues and could support the city in taking action against a contractor if a major problem arose. He noted the contract is set up as not-to-exceed, though out-of-scope circumstances could result in a cost increase. Mayor Pro Tem Hultin asked about the threshold for engaging an owner's representative. City Manager Goff noted that project complexity rather than a specific dollar amount drives the decision, citing Prospect Park and The Green as prior examples.
Motion by Councilmember Okada: I move to approve awarding a contract to Wember Incorporated for owner's representative services for the outdoor pool replacement project in the amount of $291,887.
Seconded by Councilmember Ohm
Vote: 8-0, Motion Carried.

7. **Title:** Resolution No. 40-2026, A resolution approving an Intergovernmental Agreement between the City of Wheat Ridge and the Colorado Department of Transportation for the construction of the 44th Avenue Pedestrian Hawk Signals project
Issue: In 2026, the City was awarded funding through the Colorado Department of Transportation (CDOT) to construct two HAWK signals at 44th Avenue and Miller Street, and 44th Avenue and Lamar Street. The funding includes federal funds only.
Title and Issue read into the record by Councilmember Ohm

Staff Presentation: Public Works Director Kent Kisselman reported that the city was awarded federal funding through CDOT to construct HAWK signals at 44th Avenue and Miller Street and 44th Avenue and Lamar Street. The city's local contribution is $81,401, with $732,805 in federal funding. The design is currently underway by Olson, included as part of the 2J sidewalk gap project. Construction is anticipated in 2027. The existing Rectangular Rapid Flash Beacons (RRFBs) at both locations will be removed and repurposed elsewhere in the city; the new HAWK signals will be installed at mid-block locations.

Council Discussion: Mayor Pro Tem Hultin welcomed the upgrade, noting that RRFB placements on four-lane roads have created dangerous conditions, including an incident in which a student was struck. She urged staff to carefully consider placement of repurposed RRFBs, recommending two-lane or two-lane-with-center-turn-lane configurations. Kisselman confirmed the HAWK signals will function like standard traffic signals, activated by a pedestrian push button, and will include a mast arm over the roadway, stop bars, and full ADA ramps. Councilmember Larson noted the total project cost of approximately $814,000 for two signals appeared high, and Kisselman explained that a typical mast arm and signal is estimated at approximately $250,000 per unit, with additional costs for pedestrian activation, ADA ramps, and other components making the total reasonable. Councilmember Ohm expressed strong support, recounting a personal experience at a similar RRFB crossing where a motorist used the center lane to pass stopped traffic while pedestrians were crossing.

Motion by Councilmember Ohm: I move to approve Resolution No. 40-2026, a resolution approving an intergovernmental agreement between the City of Wheat Ridge and the Colorado Department of Transportation for the construction of the 44th Avenue Pedestrian Hawk Signals project.

Seconded by Mayor Pro Tem Hultin
Vote: 8-0, Motion Carried

ADJOURN TO SPECIAL STUDY SESSION
There being no further business to come before Council, Mayor Stites adjourned the August 24, 2026, City Council meeting at 8:07 p.m., and Council convened the Special Study Session immediately thereafter.

_____
Rachel Hultin, Mayor Pro Tem

_____
Lucy Spalenka, Deputy City Clerk

SPECIAL STUDY SESSION NOTES

CITY COUNCIL SPECIAL STUDY SESSION
CITY OF WHEAT RIDGE, COLORADO
Monday, August 24, 2026

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

CALL TO ORDER
Mayor Korey Stites called the City Council Special Study Session of August 24, 2026, to order at 8:17 p.m.

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

ABSENT:
None

STAFF IN ATTENDANCE:
City Manager Patrick Goff; City Attorney Gerald Dahl; Chief of Police Christopher Murtha; Deputy City Clerk Lucy Spalenka.

Public Comment on Agenda Items – Public comments were taken during the August 24, 2026, Regular City Council Meeting and reflected in the meeting minutes

1. **Federal Immigration Enforcement: City Authority and Recommended Policies**

Staff Presentation City Manager Goff introduced the item, explaining that the staff memorandum responded to six requests from the public received at the June 21 council meeting. Staff reviewed the city's legal authority, considered operational implications for the police department, and also incorporated additional comments, proposed revisions, and clarifications submitted by residents in advance of this meeting. City Manager Goff noted that City Attorney Dahl, Police Chief Murtha, and he had reviewed those additional submissions carefully.

Attorney Dahl provided a legal overview of the state and federal law framework. He emphasized that Colorado law, enacted over the past few years, significantly restricts local government engagement in civil immigration enforcement with federal agencies. Key provisions include:

Prohibition on civil detainer arrests: Colorado law prohibits the Wheat Ridge Police Department from arresting or detaining any person solely on the basis of a federal civil immigration detainer, which is an administrative document not issued by a judge. Criminal warrants issued by a judge remain fully enforceable.

Prohibition on extended detention: Individuals may not be held beyond the time they would otherwise be released solely because of a civil immigration detainer

request.

Data privacy: Local governments are prohibited from releasing non-public personal identifying information to federal immigration authorities on the basis of a civil immigration request, absent a separate legal requirement. The Colorado Open Records Act further limits what information may be released to any requester.

Public facilities: Federal agents are not permitted in non-public areas of public facilities without a judicial warrant.

Attorney Dahl drew a consistent distinction between judicial warrants, which carry the authority of a court order, and civil immigration detainers, which are administratively generated documents. He stressed that neither the city nor the state may order federal officers to adhere to these restrictions in how federal officers conduct their own operations, as that would implicate federal supremacy.

Item 1 – Prohibiting participation in 287(g) agreements

Chief Murtha reported that Wheat Ridge does not currently participate in any 287(g) agreements. Staff recommended adopting a formal policy stating the city will not enter into a 287(g) agreement without explicit City Council authorization. This would formalize existing practice, provide transparency, and preserve council authority if federal or state law changes in the future. Residents had requested removal of the council authorization qualifier, but staff recommended retaining it.

Attorney Dahl added that the charter requires intergovernmental agreements to be entered into by resolution of the City Council, making the council authorization language consistent with existing legal requirements and an important safeguard against administrative action without public accountability. Residents had also asked that the prohibition extend to all immigration enforcement activities, not just civil. Staff recommended retaining the word "civil" to preserve the police department's ability to respond to criminal warrants, emergency violence, and officer safety situations.

Item 2 – Prohibiting collateral support for ICE operations

Attorney Dahl noted that enforcing a judicial warrant—even when ICE may have a concurrent interest in the same individual—does not constitute collateral support, as long as officers are acting on the warrant and not on a civil detainer.

Chief Murtha stated that officers may respond to scenes involving ICE activity when necessary to protect life, provide first aid, preserve public safety, or investigate criminal law violations. He emphasized this constitutes service to the community rather than support for ICE operations, and that a clear distinction exists between civil immigration enforcement and the department's core public safety responsibilities.

Item 3 – Requiring judicial warrants rather than civil detainers

Attorney Dahl noted that the original request was withdrawn by residents. He reiterated the legal distinction between judicial warrants and civil detainers and confirmed that the city cannot order federal officers to use or refrain from using

their own administrative documents. The city's role is to control its own officers' actions, ensuring compliance with Colorado law.

Item 4 – Prohibiting unidentified ICE officers from operating within Wheat Ridge

Chief Murtha confirmed that the city cannot regulate the appearance, methods, or identification practices of federal officers under the supremacy clause, and that case law has upheld this limitation. However, he stated that impersonation of a law enforcement officer is a matter the Wheat Ridge Police Department would vigorously investigate and respond to. He cautioned that officers must distinguish between legitimate concerns about unidentified individuals and situations where the caller already knows federal agents are present but seeks police intervention to impede their operations. Chief Murtha noted the department is actively reviewing its policies given the changing operational environment and would make internal adjustments where warranted, including potentially drafting specific guidance on how to handle reports of masked or unidentified individuals claiming federal authority.

Item 5 – Restricting ICE use of city-owned property

City Manager Goff reported that the city generally controls the voluntary use of its facilities and recommended an administrative policy stating that city-owned facilities will not be made available for routine civil immigration enforcement activities. Any request from federal immigration authorities to use city property would be reviewed by the city manager and city attorney, and the city would only comply with legal requirements. Staff did not recommend a blanket prohibition on "any ICE operation" on city property, as emergency responses, criminal investigations, and other legitimate public safety activities could occur on city property in a dynamic and unplanned manner.

Chief Murtha provided an example of a foot chase that could spill onto city property, noting that officers would not be in a position to refuse engagement under those circumstances.

Item 6 – Temporary holding cells not used for long-term detention

City Manager Goff acknowledged that residents clarified they are concerned with ICE-operated holding facilities at commercial properties, not Wheat Ridge PD's own holding cells. He confirmed that the city's zoning code already strictly prohibits confinement facilities in every zone district of the city. Any such facility operating in Wheat Ridge would be a zoning code violation, subject to enforcement.

Attorney Dahl explained that the standard enforcement path for an unpermitted use of property begins with a notice to the property owner, escalating to municipal court citation if unresolved. In cases involving risk to persons, the city could seek a temporary restraining order or expedited court order. He noted that for abatement on private property, he strongly recommends obtaining a judicial order rather than acting administratively. He outlined a two-step court order approach: first authorizing inspection, then, contingent on findings, authorizing abatement. He acknowledged that crafting appropriate code language to address recalcitrant property owners in this context would require additional drafting time.

Summary of staff recommendations:

Adopt a policy against entering into any 287(g) agreement without explicit City Council authorization.

Prohibit police participation in civil immigration enforcement while preserving response to criminal activity and public safety emergencies.

Reaffirm compliance with Colorado law and legally valid judicial requirements.

Take no action on appearance or identification of federal officers, but vigorously enforce existing impersonation statutes.

Restrict voluntary use of city property for routine civil immigration enforcement, with language to be refined.

Formalize the short-term purpose of WRPD holding facilities and reiterate that confinement facilities are prohibited by the city's zoning code.

Council Discussion: Councilmember Okada began the discussion by highlighting his respect for law enforcement, noting his background as the son of a police officer. He questioned Chief Murtha on the department's method for assessing the validity of concerns regarding unidentified enforcement officers. Chief Murtha detailed the department's improved relationship with ICE, mentioning weekly check-ins. He clarified that with confirmed legitimate operations, officers might respond differently, such as dispatching a supervisor, but they would still respond if the situation couldn't be confirmed independently. He emphasized that officers are trained to enforce Colorado's duty-to-intervene law, especially concerning excessive force by federal agents, equating it to assault regardless of the agent involved. Councilmember Okada also inquired about enforcement protocols if a confinement facility is discovered. Attorney Dahl and City Manager Goff outlined the standard code enforcement, including tools like TROs for exigent circumstances, ensuring judicial authority for private property abatement. Councilmember Martel sought clarification that "not responding" meant varied responses rather than inaction. Chief Murtha assured that officers respond when legitimacy can't be confirmed, with supervisors adjusting response nature and priority based on available data. Mayor Pro Tem Hultin raised concerns about the response process when federal authorities are uncommunicative. Chief Murtha acknowledged the evolving relationship with ICE, indicating that officers would independently assess uncertain situations and directly respond. Hultin also inquired about ICE holding facilities, and Attorney Dahl explained that federal preemption is nuanced, particularly with leased or licensed properties. He pointed out that non-federal ownership could lead to enforceable local zoning laws, depending on specific facts and case law. Councilmember Snell questioned using the word "routine" in staff recommendations for Item 5. Attorney Dahl explained it referred to ordinary requests the city would deny, in contrast to emergency scenarios where public safety might dictate a different approach. Following Councilmember Snell's discomfort with the term, Councilmember Martel proposed using affirmative language, suggesting city property could be utilized only for emergencies or special situations, to which City Manager Goff agreed to revise the language accordingly. Councilmember Quinn thanked the public for their input and asked Chief Murtha

about ICE's advance notification reliability. Chief Murtha acknowledged ICE's caution in notifying locals due to leaks, explaining a weekly check-in process that confirmed recent accurate information and advised against indiscriminate questioning of federal activity to maintain critical advance information flow.

Council Consensus: Council reached consensus on the following directions, to be formalized in policy:

Item 1: Proceed with staff recommendation to adopt a formal policy against entering 287(g) agreements without explicit City Council authorization, retaining the council approval requirement. Mayor Pro Tem Hultin specifically noted that the council authorization requirement is a public accountability safeguard ensuring future changes cannot occur administratively without public notice or discussion.

Item 2: Proceed with staff recommendation to prohibit police participation in civil immigration enforcement while preserving officers' ability to respond to criminal activity and public safety emergencies.

Item 3: Proceed with staff recommendation, with Mayor Pro Tem Hultin noting that any reaffirmation of compliance with state law should be clearly communicated to the community as part of related public communications.

Item 4: Proceed with no regulatory action on federal officer identification, but include in the policy a reaffirmation—as requested by Councilmember Martel—that the Wheat Ridge Police Department is committed to enforcing Colorado's existing impersonation statutes. Council also noted, following Mayor Pro Tem Hultin's comments, that the Chief's ongoing internal policy review regarding emerging federal enforcement practices should result in a report back to the city manager and council on any procedural changes made. Chief Murtha confirmed the department would likely draft a specific section on handling federal identification in relevant situations.

Item 5: Proceed with staff recommendation, with direction to remove or replace the word "routine" with clearer language distinguishing day-to-day requests from emergency or exigent circumstances. City Manager Goff agreed to revise the language accordingly.

Item 6: Proceed with staff recommendation, with direction to include in the policy an expedited enforcement process for confinement facility violations, consistent with Attorney Dahl's described framework of a court-authorized inspection and abatement process. Attorney Dahl noted he would draft appropriate language addressing recalcitrant property owners. Councilmember Okada indicated support for including policy language that reinforces the zoning prohibition with an expedited response mechanism. Attorney Dahl confirmed he would not recommend any process that bypasses judicial authority for physical abatement on private property.

2. Staff Report(s)

No staff reports were presented.

3. Elected Officials' Report(s)

Councilmember Larson noted that the following week is Fat Marmot Week.
Councilmember Wood added thanks to all participants and expressed pride in Wheat Ridge residents, including those appointed to the Sustainability Committee and those who engaged on the immigration item.
Councilmember Quinn thanked the public advocates in attendance and those who submitted written comments, drawing a parallel to his union advocacy work. He also noted a recent positive visit to Postino restaurant and commented good-naturedly on the new bus service passing by.
Councilmember Martel thanked all participants and noted she had attended the Postino ribbon cutting. She also noted her recent appointment as council liaison to Sustainable Wheat Ridge and expressed enthusiasm for getting the committee to full membership.
Councilmember Snell reported that she and Councilor Martel held office hours the prior week at Rolling Smoke, experimenting with afternoon time slots to improve accessibility, and encouraged residents to attend future sessions. She offered heartfelt thanks to community members who advocated on behalf of those unable to speak for themselves, and encouraged continued dialogue, emphasizing that the conversation on immigration policy remains open.
Councilmember Ohm expressed appreciation for the community's engagement, noting the immigration discussion was very well vetted and that he had few questions as a result. He thanked all who participated.
Mayor Pro Tem Hultin thanked everyone present and reiterated that the conversation on immigration policy is not closed—if circumstances in the community change, council will take it up again. She encouraged all residents to vote in November. She also announced an invitation to all council members and the public to attend the Courageous Colorado Democracy Community Conversation on September 29 at 5:00 PM at the rec center, a 90-minute action-oriented discussion on local democracy innovations. She thanked city staff and the police department for coordination on back-to-school safety efforts at Stevens Elementary, and noted that Local Works is partnering on a banner on 38th Avenue. She also asked for council support to bring back a resolution at the next meeting in support of the ballot measure referred to voters; support was indicated.
Mayor Stites thanked all residents who spoke and those who submitted written comments on the immigration item. He congratulated the inaugural recipients of the Dominic Breton Community Champion Award and encouraged ongoing nominations for the award, which will be presented at the second council meeting of each month. He also welcomed nominations recognizing community organizations, schools, and similar groups. He reminded council that the next two Mondays are off (the following Monday being the second Monday of the month, and the one after being Labor Day), with the next meeting in September.

ADJOURNED AT 10:00 pm

_____
Rachel Hultin, Mayor Pro Tem

_____
Lucy Spalenka, Deputy City Clerk

WHEAT RIDGE, CO



EST. 1969

PROCLAMATION
NATIONAL HISPANIC HERITAGE MONTH
SEPTEMBER 15 TO OCTOBER 15, 2026

WHEREAS, Hispanic Americans have contributed greatly to our nation in all areas including science, art, music, sports, education, and public service; and have bravely served their country in large numbers in times of peace, war and in every way in our nation's history; and

WHEREAS, in 1968, Congress authorized President Lyndon B. Johnson to proclaim National Hispanic American Heritage Week, and this observance was expanded in 1988 to a month-long celebration; and

WHEREAS, during this month, Americans celebrate the traditions, ancestry, and unique experiences of those who trace their family background to Spain and Latin American countries; and

WHEREAS, twenty-one percent of Wheat Ridge residents identify as Hispanic or Latino; and

WHEREAS, throughout our history, Hispanic Americans have enriched the American way of life, and we recognize the millions of Hispanic Americans whose love of family, hard work, and community have helped unite us as a nation; and

WHEREAS, accomplishments made by Hispanic Americans serve as an inspiration to all who seek freedom, opportunity, and a new beginning for themselves and their children.

NOW THEREFORE BE IT RESOLVED that I Korey Stites, Mayor of the City of Wheat Ridge, and the Wheat Ridge City Council do hearby recognize September 15 to October 15, 2026, as

NATIONAL HISPANIC HERITAGE MONTH

and encourage residents of the City of Wheat Ridge to celebrate the cultural, professional, educational, and civic contributions of the Hispanic community.

IN WITNESS WHEREOF, on this 14th day of September 2026.

Janeece Hoppe, City Clerk

Korey Stites, Mayor

ITEM NUMBER: 1
DATE: September 14, 2026

REQUEST FOR CITY COUNCIL ACTION

COUNCIL BILL NO. 17-2026

TITLE: AN ORDINANCE APPROVING THE SALE OF FUTURE CITY-OWNED REAL PROPERTY AND, IN CONNECTION THEREWITH, AUTHORIZING EXECUTION OF A PURCHASE AND SALE AND OTHER RELATED AGREEMENTS WITH SPECTRA CENTERS

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

QUASI-JUDICIAL ☐YES ☒NO

ISSUE:

The purpose of this action is to request City Council approval of the sale of approximately 4.5 acres of the former Wilmore Davis Elementary School property, including the existing school building, to Spectra Centers.

The proposed sale is part of a public-private partnership through which the City intends to acquire the entire school property from Jefferson County Public Schools, retain approximately 2.5 acres for permanent park and recreation use, and convey the building and remaining area to Spectra Centers for reuse as a special education facility school.

PRIOR ACTION:

City Council has received multiple briefings and updates related to school closures and future reuse over the last several years, including:

- October 2022: Initial briefing from staff on potential school closures
- November 2022: More detailed briefing prior to school closures
- November 2023: School district update on closed school properties
- April 2024: School district update, including disposition planning
- February 2026: Staff proposal to advance an RFI
- June 2026: Staff presentation of Wilmore Davis RFI responses
- July 2026: Staff presentation of draft PSAs

On August 24, 2026, City Council approved this PSA on first reading by a vote of 8-0 with

a motion by Councilmember Hultin and a second by Councilmember Okada.

FINANCIAL IMPACT:

The purchase price for the entire 7-acre site is $2,840,000. The City will purchase the entire site from Jefferson County Public Schools, then subsequently convey approximately 4.5 acres, including the existing school building, to Spectra Centers for a sale price of $2,750,000. The City would retain approximately 2.5 acres for permanent park and recreation use.

The City's total net costs are estimated at $300,000. These costs include the difference between the purchase and sale price ($90,000), the 3% brokerage commission on Spectra's purchase (estimated at $82,500), the initial cost of a fence separating the park and school (estimated at $123,000), plus customary closing costs and associated survey work.

The proposed costs are within the $2.0 million budgeted in the 2026 Open Space Fund for acquisition and/or development of parkland at Wilmore Davis and Kullerstrand. Staff continues to evaluate funding through Jefferson County Open Space's Land Conservation Partnership Program, which could further reduce the City's net cost.

BACKGROUND:

Wilmore Davis Property

Jefferson County Public Schools closed Wilmore Davis Elementary School in May 2023 as part of the district's closure of 16 elementary schools. Following the closure, City Council requested that Jeffco Schools delay disposition of the property until the City completed its City Plan and Parks and Recreation Pathway. Both plans were adopted in fall 2025 and identify the need for additional park and recreation opportunities in the area and support thoughtful reuse of the former school property.

In February 2026, City Council supported a public-private partnership approach under which the City would seek to acquire a portion of the property for long-term park use while identifying a partner to reuse the existing school building and remaining property. The City subsequently issued an RFI in coordination with Jeffco Schools and its consultant, JLL. The City received nine responses for the Wilmore Davis property. After evaluating the responses against the criteria established in the RFI, including compatibility with the City's proposed park use, consistency with adopted City plans, community benefit, financial feasibility, implementation considerations, and the ability to support an efficient disposition process, staff recommended Spectra Centers as the City's preferred partner.

On June 22, 2026, City Council expressed consensus supporting Spectra Centers as the preferred partner and authorized staff to proceed with a nonbinding Letter of Intent and preparation of the agreements necessary to advance the proposed transaction.

Spectra Centers Transaction
Spectra Centers is a Colorado-based organization that provides specialized educational services to public school students. Spectra operates as a facility school licensed by the Colorado Department of Education and serves students referred by public school districts who require enhanced special education services.

Spectra proposes to reuse the existing Wilmore Davis school building as a special education facility school. The proposed use would not require a zoning change and would allow the existing school building to be substantially reused rather than demolished and redeveloped.

The proposed transaction is structured as two consecutive real estate transactions. First, the City would acquire the entire Wilmore Davis property from Jeffco Schools through the district's Municipal Interest Process. Following that acquisition, the City would retain approximately 2.5 acres for park and recreation use and convey the remaining 4.5-acre parcel to Spectra Centers.

The PSA presented for approval is substantially consistent with the draft reviewed by Council at the July 27, 2026 study session, with the addition of the City's payment for the cost of a fence separating the future park property from the Spectra property.

The PSA between the City and Spectra Centers establishes the terms for the City's subsequent conveyance of the school parcel. The PSA also provides protections intended to preserve the City's long-term interests in the property. Major provisions include:

- Purchase of the school parcel and existing building by Spectra Centers;
- Earnest money deposit;
- Due diligence, financing, and licensing contingencies for Spectra;
- Closing immediately following the City's acquisition of the property from Jeffco;
- Execution of a Development Agreement prior to closing; and
- Execution of a Right of First Refusal in favor of the City prior to closing.

The Development Agreement and Right of First Refusal will be finalized as part of the transaction and will establish additional requirements regarding the relationship between the future park and Spectra campus, such as shared parking and cross-access.

City Charter
Section 16.5 of the Wheat Ridge City Charter requires the sale or disposal of municipally-owned real property to be approved by ordinance. Because the proposed conveyance would constitute the sale of City-owned real property, approval of the PSA and sale is being brought forward by ordinance. Approval of the ordinance would require approval by three-fourths of the entire City Council.

Recent Updates
A neighborhood meeting was held on Tuesday, September 1, 2026, at the school. Representatives from Spectra and Jeffco Schools presented information, along with the District II Councilmembers and the City's Parks and Recreation and Community Development directors. Approximately 40 neighbors attended. A few clarifying questions were asked, and comments were generally positive. Overall, attendees were supportive of the proposed reuse and eager to begin planning for the park.

Jefferson County School Board reviewed the land transaction in a study session on September 2 and is scheduled to approve the transaction on their September 10, 2026 consent agenda.

The PSA between the City and Jeffco Schools requires a motion (not an ordinance) for approval and is provided as a separate agenda item on September 14, 2026. The transactions are intended to occur in coordination so that the City can acquire the full property from Jeffco Schools and subsequently convey the Spectra parcel.

RECOMMENDATIONS:
Staff recommends approval of the land transaction and ordinance on second reading.

RECOMMENDED MOTIONS:
"I move to approve Council Bill No. 17-2026, an ordinance approving the sale of future City-owned real property and, in connection therewith, authorizing execution of a Purchase and Sale and other related agreements with Spectra Centers for an estimated 4.5-acre portion of the former Wilmore Davis Elementary School property on second reading and that it take effect immediately."

Or,

"I move to postpone indefinitely Council Bill No. 17-2026, an ordinance approving the sale of future City-owned real property and, in connection therewith, authorizing execution of a Purchase and Sale Agreement with Spectra Centers for an estimated 4.5-acre portion of the former Wilmore Davis Elementary School property, for the following reasons(s)…."

REPORT PREPARED/REVIEWED BY:
Lauren Mikulak, Community Development Director
Patrick Goff, City Manager

ATTACHMENTS:
1. Council Bill No. 17-2026
2. Purchase and Sale Agreement

CITY OF WHEAT RIDGE, COLORADO
INTRODUCED BY COUNCIL MEMBER HULTIN
Council Bill No. 17-2026
Ordinance No. 1850
Series 2026

TITLE: AN ORDINANCE APPROVING THE SALE OF FUTURE CITY-OWNED REAL PROPERTY AND IN CONNECTION THEREWITH, AUTHORIZING EXECUTION OF A PURCHASE AND SALE AND OTHER RELATED AGREEMENTS WITH SPECTRA CENTERS

WHEREAS, the City of Wheat Ridge, Colorado ("City") intends to acquire certain real property commonly known as the former Wilmore Davis Elementary School property, located at 7975 W. 41st Avenue, Wheat Ridge, Colorado (the "Property"), from Jefferson County Public Schools; and

WHEREAS, following acquisition of the Property, the City intends to retain approximately 2.5 acres of the Property for permanent park and recreation purposes and convey approximately 4.5 acres, including the existing school building and associated improvements (the "Spectra Property"), to Spectra Centers; and

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

WHEREAS, the Spectra Property is intended to be conveyed for reuse of the existing school building as a special education facility school, consistent with the City's objectives for the reuse of the former Wilmore Davis Elementary School property; and

WHEREAS, the City Council has reviewed and supports the proposed sale of the Spectra Property to Spectra Centers for a purchase price of $2,750,000, subject to the terms and conditions of the Purchase and Sale Agreement; and

WHEREAS, the City Council therefore desires to approve the sale of the Spectra Property to Spectra Centers and authorize execution of a Purchase and Sale Agreement and related documents in connection therewith.

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

Section 1. Sale of Property approved. Pursuant to Charter Section 16.5, the City Council hereby approves the sale of approximately 4.5 acres of the former Wilmore Davis Elementary School property, including the existing school building and associated

improvements, to Spectra Centers for a purchase price of **$2,750,000**, subject to the terms and conditions of the Purchase and Sale Agreement. The Spectra Property is more particularly described in **Exhibit 1**, attached hereto and incorporated herein by this reference.

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

Section 3. Severability, Conflicting ordinances repealed. If any section, subsection or clause of this Ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected thereby. All other ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 4. Effective date. This Ordinance shall be effective immediately, 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 24th 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 September 14, 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 14th day of September, 2026.

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

_____
Korey Stites, Mayor

ATTEST:

_____
Janeece Hoppe, City Clerk

Approved as to Form

_____
Gerald E. Dahl, City Attorney

First Publication: August 25, 2026
Second Publication: September 15, 2026
Jeffco Transcript
Effective Date: September 14, 2026

EXHIBIT 1

REAL ESTATE PURCHASE AND SALE AGREEMENT

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

(WILMORE DAVIS SCHOOL)

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (this "Agreement") is made and entered into as of the ____ day of _____, 2026 ("Effective Date"), by and between the **SPECTRA CENTERS** (the "Buyer") and the **CITY OF WHEAT RIDGE, COLORADO** (the "Seller"), together referred to as the "Parties."

RECITALS

A. Seller is the contract purchaser of the real property generally located at 7975 W 41st Ave in the City of Wheat Ridge, which contains approximately 7 acres of land, County Assessor AIN/Parcel ID 39-233-00-010, and depicted in **Exhibit A** attached hereto and fully incorporated herein by this reference (the "Property").

B. Spectra Centers, the Buyer, is a Colorado based organization founded in 2003 which operates an approved Facility School through the Colorado Department of Education and also holds a Day Treatment License.

C. The Property consists of the Wilmore Davis Elementary School (the "School") building and associated improvements, built in 1955.

D. As a part of a district-wide reassessment of its enrollment patterns and associated facility needs, the Jefferson County School District R-1 (the "District") determined in November 2022 that the School is no longer needed in this location. The District has since declared the Property as surplus and expressed a willingness to dispose of the same for an appropriate use.

E. The District has established a municipal interest process to provide municipalities the opportunity to purchase a vacant school site prior to public marketing, thereby supporting potential partnerships that enable thoughtful and creative reuse of former school properties, including the subject Property.

F. In accordance with the municipal interest disposition process, the District and the Seller have entered into a Purchase and Sale Agreement whereby the Seller is the contract purchaser of the Property, and whereby the Buyer is a third-party beneficiary of certain specific sections therein to facilitate the Buyer's review and evaluation of the School building and a portion of the Property in accordance with its desire to acquire the same.

G. The Seller and the Buyer understand and agree that the Seller's Purchase and Sale Agreement with the District is being entered into simultaneously with this Agreement and that the transactions are intended to take place consecutively; the Buyer's purchase under this Agreement being conditioned upon the prior purchase by the Seller of the Property from the District.

H. The Seller intends, with the District's approval, to replat the Property into two parcels: one containing the School building and a portion of the adjacent land ("Lot 1"), and the

other containing the remaining portion of the Property, consisting of open space and athletics fields ("Lot 2").

I. The Seller will convey Lot 1 to the Buyer pursuant to this Agreement.

J. The Seller will retain Lot 2, the open space and athletics fields portion of the Property, and will develop and maintain the same as a public park.

K. Buyer is offering to purchase Lot 1 from the Seller upon the terms and conditions set forth herein.

AGREEMENT

In consideration of the promises and agreements of the Parties contained herein, the sufficiency of which is hereby acknowledged by each of the Parties, Seller and Buyer do hereby promise and agree as follows:

1. **Sale and Purchase.** The Seller shall sell Lot 1 to the Buyer, and Buyer shall purchase Lot 1 from Seller, on the terms and conditions set forth in this Agreement.

2. **Purchase Price.** The purchase price for Lot 1 (the "Purchase Price") to be paid by Buyer to Seller shall be $2,750,000.00. Real property taxes and assessments accruing in the year of Closing shall be prorated at Closing. Seller shall be responsible for and pay before Closing all real property taxes and assessment for the years 2026 and prior. The Purchase Price, as adjusted for any other credits and prorations specifically provided for herein, shall be paid by Buyer to Seller at the Closing by certified check, cashier's check, wire transfer, or other immediately available funds acceptable to Seller.

3. **Earnest Money Deposit.** Within twenty (20) days after the Effective Date, Buyer shall deliver the Earnest Money Deposit in the amount of $30,000 to the title company (the "Title Company") who will serve as both the escrow agent and the title company for the acquisition. The Earnest Money Deposit shall be fully refundable until the expiration of the Due Diligence and Contingency Periods, then the Earnest Money Deposit will become nonrefundable and applicable to the Purchase Price.

4. **Title, Survey, Other Seller Deliveries.** Within ten (10) days after the Effective Date, Seller shall, at its sole cost and expense, place the order or provide Buyer with:

(a) A preliminary title commitment shall be provided from the Title Company in the amount of the Purchase Price. Copies of the documents listed in Schedule B-2 of the Title Commitment are referred to herein as "the Title Documents;" and

(b) The Due Diligence Materials (as identified in the attached **Exhibit B**) shall be provided, and also including without limitation, true, correct, and complete copies of all leases, subleases, license agreements and other agreements which relate to or affect Lot 1, and schedules of operation income and expenses from District's period of ownership, and all other receipts and expenditures and appropriate budgets. Seller shall also deliver or make

available to Buyer any and all material within its possession or reasonable control which Buyer may reasonably request in order to complete its evaluation and due diligence, including, without limitation, all financial, zoning, architectural, engineering, environmental, leasing, construction, title, survey, legal, and other information. The Parties acknowledge that the title commitment and Due Diligence Materials identified in Exhibit B are those which have been or will be provided to the Seller by the District pursuant to the Seller-District Purchase and Sale Agreement, and that accordingly, Seller's obligations under this Section 4 are to convey those same materials to the Buyer.

5. **Permitted Exceptions**. Title to Lot 1 shall be free and clear of all liens and encumbrances, subject only to the permitted exceptions which Buyer accepts pursuant to Section 6 ("Title Defects"). At the Closing, Seller shall provide to Buyer the standard form of mechanic's lien affidavit used by and acceptable to the Title Company to provide for the deletion of the standard printed exception from the Owner's Policy for liens arising against Lot 1 for work or materials ordered or contracted for by Seller prior to the Closing, as the same has been provided to the Seller by the District. If a mineral reservation exists, the Buyer may request the Title Company to provide Endorsement 100.31 or a similar endorsement selected by Buyer with respect thereto, at Buyer's expense. Promptly after the Closing of both the purchase by City from the District of the Property, and the purchase by Spectra Centers of Lot 1 from the City, the District shall cause the Title Company to issue two title policies: (1) to the City an ALTA owner's Title Insurance Policy insuring title to Lot 2 of the Property in the amount of $90,000 and (2) to Spectra Centers an ALTA owner's Title Insurance Policy insuring title to Lot 1 in the amount of $2,750,000, subject only to the Permitted Exceptions. The District shall bear the cost of the Title Policies, and any extended coverage, mineral or other endorsements requested by City or Spectra Centers shall be at their respective costs and expense.

6. **Title Defects**.

(a) Within sixty (60) days after the Effective Date, Buyer shall give Seller notice of all title defects or other objections shown in the Commitment and/or Survey, which are not consented to by Buyer as Permitted Exceptions. Any and all matters and exceptions affecting all or any portion of Lot 1 disclosed by the Title Commitment (as exceptions, requirements, or otherwise) or Survey which are not the subject of a notice from Buyer to Seller given within the applicable period of time as provided herein, shall be deemed accepted by Buyer as Permitted Exceptions. If there is an endorsement to the Title Commitment that adds a new exception to title, a copy of the same and the modified Title Commitment shall promptly be delivered to Buyer, and Buyer shall have ten (10) days following receipt of the same to review and object to the same hereunder.

(b) In the event Buyer notifies Seller of any title defects or other matters shown by the Commitment and/or Survey which are objectionable as provided in Section 6.a., within ten (10) days after receipt of Buyer's title objection notice, Seller shall advise Buyer what, if anything, it intends to do with respect to each title matter to which Buyer objects. For purposes hereof, a title defect or exception shall be deemed cured if: (i) the Title Company deletes the defect from the Commitment or (ii) the Title Company undertakes in writing to add a provision to the Owner's Policy obligating the Title Company, within the limits of such Owner's Policy, to protect Buyer against all loss or damage incurred on account of such defect or exception. Prior to or at the

Closing, Seller shall discharge any and all monetary liens and monetary encumbrances on Lot 1 including but not limited to any real and personal property taxes for the fiscal year preceding the conveyance, except for the Permitted Exceptions. Such liens and encumbrances, if any, may be satisfied from the proceeds of the sale of Lot 1. If any of the matters objected to by Buyer has not been cured or agreed to be cured by Seller prior to Closing on or before the last day of the Due Diligence and Contingency Period (as hereinafter defined), Buyer may, by written notice to Seller at any time, either (i) terminate this Agreement, or (ii) waive such matters and accept the same as Permitted Exceptions. In the event Buyer does not notify Seller of its decision to terminate or waive on or before the last day of the Due Diligence and Contingency Periods, Buyer shall be deemed to have waived its objections and to have accepted such matters as Permitted Exceptions. In the event of a termination of this Agreement by Buyer pursuant to this Subsection 6.b., both Parties shall thereupon be relieved of all further obligations hereunder, except as expressly provided in this Agreement.

7. **Survey and Land Division.** Seller has furnished to Buyer any existing site plans and improvement surveys of the Property in its possession. Prior to the end of the Due Diligence Period, the Seller will provide the Buyer with a survey confirming the legal description of Lot 1 (the "Survey") as well as the proposed division of the same for the purposes described at Recitals H, I and J above. This agreed division will be used by the Seller to create a plat of the Property depicting Lot 1 and Lot 2.

8. **Due Diligence Period**. Buyer shall have sixty (60) days after the Effective Date to conduct its due diligence review of Lot 1 (the "Due Diligence Period"). During the Due Diligence Period, Seller shall allow Buyer or its designees to inspect Lot 1, including, without limitation, any mechanical, engineering, and interview tenants, review title and survey, and perform such other investigations as Buyer may deem necessary. Any invasive environmental testing, including a Phase II environmental assessment, requires District's prior written consent. If during the Due Diligence Period, Buyer determines Lot 1 unsuitable for its purposes, Buyer shall notify the Seller in writing of its intent to terminate the Agreement and thereupon receive a full refund of the Earnest Money.

9. **Contingency Period**. The Buyer shall have sixty (60) days after the Effective Date to address and waive the following contingencies:

(a) Buyer's determination in its sole discretion that Lot 1 is suitable for its intended use including the performance of any studies it desires.

(b) Buyer's obtaining suitable financing for the acquisition of Lot 1.

(c) Buyer's ability to secure licensing approval for its intended use from all governing jurisdictions.

(d) Seller agrees to fund the cost of a privacy fence between Lots 1 and 2 that is acceptable to both parties. Buyer shall be responsible for the procurement, installation, and ongoing maintenance of the fence. Seller shall provide the funds necessary for the agreed-upon fence cost to Buyer, with the amount, timing, specifications, and other

details to be set forth in the Development Agreement referenced in Section 14 (c) below.

If during the Contingency Period, Buyer determines Lot 1 unsuitable for its purposes or is not able to obtain financing or licensing approval, Buyer shall notify the Seller in writing of its intent to terminate the Agreement and thereupon receive a full refund of the Earnest Money.

10. **Property Access; Mechanics' Liens.** Buyer, its agents, employees, contractors, or subcontractors may, at all times after the date hereof, at no charge to Buyer, and until the earlier of the Closing or the termination of this Agreement, have the right of access to Lot 1 to test, inspect, and evaluate Lot 1 as Buyer deems appropriate. Buyer shall promptly restore any alterations made to Lot 1 by Buyer, or at Buyer's instance or request, and Buyer shall pay for all work performed on Lot 1 by Buyer, or at Buyer's instance or request, as such payments come due. Any and all liens on any portion of Lot 1 resulting from the actions or requests or otherwise at the instance of Buyer shall be removed by Buyer at its expense. Buyer shall, at Buyer's expense, defend, indemnify, and hold harmless Seller from and against any and all obligations, claims, loss, and damage, including costs and attorneys' fees, resulting from or related to Buyer's access to Lot 1.

11. **Seller's Representations.** Seller hereby represents to Buyer as of the date of this Agreement and as of the Closing as follows:

(a) No Violations. To Seller's current knowledge, Lot 1 is not in violation, nor has been or is currently under investigation for violation of any federal, state, or local laws, ordinances or regulations.

(b) Non-Foreign Person. Seller is not a "foreign person" as that term is defined in the federal Foreign Investment in Real Property Tax Act of 1986, the 1984 Tax Reform Act, as amended, and Section 1455 of the Internal Revenue Code, and applicable regulations and, at Closing, will deliver to Buyer a certificate standing that Seller is not a "foreign person" as defined in said laws in a form complying with the federal tax law.

(c) Authority. Seller has the authority to enter into and execute this Agreement.

(d) Hazardous Materials. To Seller's current knowledge, Seller has received no notice of: (i) any toxic or Hazardous Materials being present on, over, under, or around Lot 1, (ii) any present generation, recycling, use, reuse, sale, storage, handling, transport, and/or disposal of any toxic or Hazardous Materials on, over, under, or around Lot 1, (iii) any failure to comply with any applicable local, state, or federal environmental laws, (iv) any spills, releases, discharges, or disposal of toxic or Hazardous Material that have occurred or are presently occurring on or onto Lot 1 or any adjacent properties, or (v) any spills or disposal of toxic or Hazardous Materials that have occurred or are presently occurring off Lot 1 as a result of any construction or operation and use of Lot 1 by Seller. The term "Hazardous Materials" includes, but is not limited to, substances defined as Hazardous Substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, as amended, the Hazardous Materials Transportation Act, as amended, the Toxic Substances Control Act, or any other law, statute, rule, or regulation pertaining to the protection of the environment or the health and safety of persons or property. Notwithstanding the foregoing, the Parties

acknowledge that given the date of construction of the School building, it is likely that asbestos is present and with respect to only asbestos, Buyer accepts that condition.

(e) Real Property Taxes. Lot 1 is not subject to real property taxation while in Seller's ownership.

(f) Leases. To the best of Seller's knowledge, Lot 1 is not subject to any leases.

12. **As-is Condition.** Buyer understands and agrees that Lot 1 is being sold strictly as is, where is. The Seller does not warrant Lot 1 or its contents in any way. Buyer is relying upon its own inspection of Lot 1 to evaluate the condition of Lot 1 and the suitability of Lot 1 for Buyer's intended use. Buyer acknowledges and agrees that it is purchasing Lot 1 in its as-is, where-is condition, without warranty of any kind, whether express or implied, except as expressly set forth in this Agreement or in the deed conveying the property to Buyer. Buyer hereby acknowledges that it is familiar with Lot 1 and shall determine, as part of its inspections hereunder, that it is suitable for its intended purposes and that the opportunity to inspect Lot 1 provided in this Agreement is sufficient for Buyer to obtain whatever information regarding the condition of Lot 1 that Buyer may deem necessary to make such determination.

13. **Closing.** The closing of the acquisition ("Closing") shall occur no more than seventeen (17) days after the expiration of the Due Diligence and Contingency Periods, unless the Parties mutually agree to an earlier or later date, subject to customary closing conditions. If Closing has not occurred by March 15, 2027, then this Agreement shall terminate, the Earnest Money Deposit shall be refunded to Buyer, and neither of the parties shall have any further rights or obligations under this Agreement, except those which expressly survive termination. The following actions shall be taken at Closing:

(a) Buyer shall pay to Seller the Purchase Price by certified check, cashier's check, wire transfer, or other immediately available funds acceptable to Seller.

(b) Seller shall convey fee simple title to Lot 1 to Buyer by special warranty deed, subject to the Permitted Exceptions (the "Deed").

(c) At Closing, Seller shall deliver exclusive possession of Lot 1 to Buyer.

(d) The Parties shall each do or cause to be done such other matters and things as shall be reasonably necessary to close the transaction contemplated herein. Each party shall pay one-half (½) of any charges imposed by the Title Company to prepare the closing documents and provide similar closing services.

(e) The Seller shall pay the cost of the Survey.

(f) Closing Costs.

Cost	Responsible Party
Transfer tax / Doc stamps C.R.S. 39-13-104(1)(a)	None – transaction is exempt pursuant to

Recording Costs	Buyer
Standard Title insurance	Seller
Owner's Extended Coverage or Additional Endorsements	Buyer
Escrow fees Split	50/50

14. **Conditions upon Closing.** This Agreement is contingent upon the following occurring:

(a) The Seller closing upon the purchase of the Property from the District.

(b) The approval of the plat described at Section 7.

(c) The execution by Seller and Buyer of a Development Agreement with respect to the use of Lot 1 and the relationship between Lots 1 and 2.

(d) The execution by Seller and Buyer of a Right of First Refusal with respect to the future sale of Lot 1.

15. **Brokerage Commissions.** Seller warrants and represents that it has not dealt with any broker in connection with the transaction contemplated herein. Seller agrees to pay Buyer's broker, Pinnacle Real Estate Advisors, a commission of 3% of the Purchase Price not exceed $82,500.

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

17. **Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

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

19. **Remedies.** In the event of any breach or default under this Agreement by either party prior to Closing, the non-defaulting party shall, as the non-defaulting party's only remedy, be entitled to terminate this Agreement. In no event shall either party be entitled to claim or receive any form of damages, including without limitation compensatory, punitive, or economic, including lost profits, in the event of termination or alleged breach of this Agreement, the sole remedy for the Parties being termination of this Agreement.

20. **Notices.** All notices provided for herein shall be in writing and shall be deemed given to a party when a copy thereof, addressed to such party as provided herein, is actually

delivered, by personal delivery, by commercial courier, or by successful facsimile transmission, at the address of such party as provided below.

If to Seller: Patrick Goff, City Manager
City of Wheat Ridge
7500 W. 29th Avenue
Wheat Ridge, CO 80033
Fax 303-234-5924

If to Buyer: Amy K. Gearhard
Indigo Project, LLC
451 W 152nd Ave
Broomfield, CO 80023

21. **Counterparts; Execution**. This Agreement may be executed in counterparts and, when counterparts of this Agreement have been executed and delivered by both of the Parties hereto, this Agreement shall be fully binding and effective, just as if both of the Parties hereto had executed and delivered a single counterpart hereof. Without limiting the manner in which execution of this Agreement may otherwise be affected hereunder, execution by either Party may be effected by electronic transmission of a signature page hereof executed by such Party. If either Party effects execution in such manner, such Party shall also promptly deliver to the other Party the counterpart physically signed by such Party, but the failure of such Party to do so shall not invalidate the execution hereof effected by electronic transmission.

22. **Entire Agreement.** This Agreement contains the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior commitments, understandings, warranties, and negotiations, all of which are by the execution hereof rendered null and void. No amendment or modification of this Agreement shall be made or deemed to have been made unless in writing, executed by the Party or Parties to be bound thereby.

SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below intending that it be valid and effective from and after the date first written above.

SELLER: CITY OF WHEAT RIDGE, COLORADO

By: _____

Name: _____

Title: _____

BUYER: **SPECTRA CENTERS**

By: _____

Name: _____

Title: _____

EXHIBIT A

Legal Description of the Lot 1

A parcel of land approximately 4.5 acres in size, the southern portion of County Assessor AIN/Parcel ID 39-233-00-010, shown on the map attached as 7975 W 41st Ave, Wheat Ridge:



Boundary between Lots 1 and 2 is illustrative and to be mutually determined per Section 7.

EXHIBIT B

Due Diligence Materials

Engineering/Property Condition Reports
Geotechnical/Soils Report
Existing Environmental Report(s) - Phase I, Phase II, etc.
As-Built Drawings (Hard copy & electronic)
Architectural Drawings (Hard copy & electronic)
Maintenance Records
Utility Bills (previous 12 months)

ITEM NUMBER: 2
DATE: September 14, 2026

REQUEST FOR CITY COUNCIL ACTION

MOTION

TITLE: MOTION TO ACCEPT THE 2025 FINANCIAL STATEMENTS FROM HAYNIE AND COMPANY

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

QUASI-JUDICIAL ☐YES ☒NO

ISSUE:

Section 10.15 of the Municipal Charter for the City of Wheat Ridge requires that an independent audit be conducted annually of all City accounts. In 2025, the City received more than $1,000,000 in federal funds for Wadsworth Boulevard which also triggered a "single audit" of all federal funds. The CPA firm Haynie & Company (Haynie) performed both the City and federal audits of the City's financial statements for the year ending December 31, 2025. Once again the City received an unmodified opinion indicating that the City's financial statements are fairly and appropriately presented. A representative from Haynie will be at the September 14, 2026, City Council meeting to present the 2025 Financial Statements to Council for acceptance.

PRIOR ACTION:

City Council is presented with the prior years' financial statements on an annual basis.

FINANCIAL IMPACT:

The contract for audit services with Haynie is for an amount of $60,600 inclusive of the single audit for federal funds received and expended.

BACKGROUND:

The attached governance communication is the auditors' official communication to the governing body explaining the audit process, findings and issues.

The following comments can be found in the attached communication:

Qualitative Aspects of Accounting Practices
"We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period."

Difficulties Encountered in Performing the Audit
"We encountered no significant difficulties in dealing with management in performing and completing our audit."

Corrected and Uncorrected Misstatements
"None of the misstatements detected as a result of audit procedures and corrected by management were material…"

Disagreements with Management
"We are pleased to report that no such disagreements arose during the course of our audit."

RECOMMENDED MOTION:

"I move to accept the 2025 Financial Statements from Haynie and Company."

Or,

"I move to deny the acceptance of the 2025 Financial Statements from Haynie and Company for the following reason(s) _____"

REPORT PREPARED/REVIEWED BY:

Mark Colvin, Finance Manager
Chris Molison, Director of Administrative Services
Marianne Schilling, Deputy City Manager
Patrick Goff, City Manager

ATTACHMENTS:

1. 2025 Governance Communication
2. 2025 Financial Statements
3. Haynie Presentation

Haynie

September 4, 2026

To the City Council and Management
City of Wheat Ridge

We have audited the financial statements of the governmental activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of City of Wheat Ridge (the "City") for the year ended December 31, 2025. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards* and the Uniform Guidance, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated January 7, 2026. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 2 to the financial statements. As described in Note 2, the City adopted GASB Statement No. 102, Certain Risk Disclosures, during 2025. The implementation of this standard did not have an impact on the City's financial statements. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

- Management's estimate of the depreciable lives and estimated residual value of property and equipment is based on prior management experience. We evaluated the key factors and assumptions used to develop the depreciable lives in determining that it is reasonable in relation to the financial statements taken as a whole.
- The estimate of salary-related payments applied to the accrued compensated absence liability was a flat percentage across all employees. We reviewed the estimate relative to expected employer salary-related payments and found the estimate to be reasonable.
- The estimate of the discount rate used for new subscription-based technology arrangement liabilities (SBITAs) is based on the City's incremental borrowing rate. We evaluated the key factors and assumptions used to develop the discount rate and found the estimate to be reasonable

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

ATTACHMENT 1

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated September 4, 2026.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or a determination of the type of auditors' opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to Management's discussion and analysis and certain budgetary comparison schedules, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the on the combining statements, certain budgetary schedules, and the highway users tax report which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the Introduction section, which accompany the financial statements but are not RSI or SI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Restriction on Use

This information is intended solely for the information and use of the City Council and management of City of Wheat Ridge and is not intended to be, and should not be, used by anyone other than these specified parties.

Sincerely,



Haynie & Company

City of Wheat Ridge









WHEAT RIDGE
NEXT
CHAPTER

2025

ATTACHMENT 2

Financial Statements

City of Wheat Ridge

Annual Financial Statements and Independent Auditors' Report

For the year ended December 31, 2025

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Introductory Section

CITY OF WHEAT RIDGE
CITY OFFICIALS
DECEMBER 31, 2025

MAYOR

Korey Stites

CITY COUNCIL

District 1	District 2	District 3	District 4
Kathleen Martell	Rachel Hultin	Susan Wood	Dan Larson
Jenny Snell	Scott Ohm	Patrick Quinn	Mike Okada

SENIOR DEPUTY CITY CLERK	Onorina Maloney
MUNICIPAL JUDGE	Jonathan Lucero
CITY TREASURER	Christopher Miller
CITY ATTORNEY	Gerald Dahl
CITY MANAGER	Patrick Goff
DEPUTY CITY MANAGER	Marianne Schilling
DIRECTOR OF COMMUNITY DEVELOPMENT	Lauren Mikulak
DIRECTOR OF PARKS & RECREATION	Karen O'Donnell
DIRECTOR OF PUBLIC WORKS	Kent Kisselman
CHIEF OF POLICE	Christopher Murtha
FINANCE MANAGER	Mark Colvin
HUMAN RESOURCES MANAGER	Carli Seeba
PROCUREMENT MANAGER	Whitney Mugford-Smith

Financial Section

Haynie

Independent Auditors' Report

Honorable Mayor and the City Council
City of Wheat Ridge, Colorado

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Wheat Ridge, Colorado (the "City") as of and for the year ended December 31, 2025, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Wheat Ridge, Colorado, as of December 31, 2025, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

1221 West Mineral Avenue, Ste. 202, Littleton, CO 80120 303-734-4800 HaynieCPAs.com

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information
Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining and individual nonmajor fund financial statements, budgetary comparison schedules, schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,* and the Local Highway Finance Report, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements, budgetary comparison schedules, schedule of expenditures of federal awards, and Local Highway Finance Report are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information
Management is responsible for the other information included in the report. The other information comprises the introductory section, but does not include the basic financial statements and our auditors' report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*
In accordance with *Government Auditing Standards*, we have also issued our report dated September 4, 2026 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.



Littleton, Colorado
September 4, 2026

City of Wheat Ridge
Management's Discussion and Analysis
December 31, 2025

As management of the City of Wheat Ridge, we offer this narrative overview and analysis of the financial activities of the City of Wheat Ridge for the fiscal year ended December 31, 2025. Please read it in conjunction with the City's financial statements, which follow this section.

Financial Highlights

- The assets of the City of Wheat Ridge exceeded its liabilities and deferred inflows of resources at the close of fiscal year 2025 by $203.5 million (net position). Of this amount, $32.9 million (unrestricted net position) may be used to meet the City's ongoing obligations to residents and creditors.

- At the close of fiscal year 2025, the City of Wheat Ridge's governmental funds reported combined ending fund balances of $60.4 million, a decrease of approximately $6.8 million compared to the prior year. Approximately $14.9 million (25%), is available for spending at the City's discretion (unassigned fund balance).

- At the end of the fiscal year 2025, unassigned fund balance for the General Fund was $16.3 million, or 34% of total General Fund expenditures.

- General Fund actual revenues were $5.3 million more than final budgeted revenue for the fiscal year 2025 and actual expenditures were $1.7 million less than final budgeted expenditures.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the City of Wheat Ridge's basic financial statements. The basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide financial statements. The government-wide financial statements report information on all activities of the City and its component unit (Wheat Ridge Urban Renewal Authority).

The *statement of net position* presents information on all of the City of Wheat Ridge's assets, liabilities, and deferred inflows of resources, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City of Wheat Ridge is improving or deteriorating.

The *statement of activities* presents information showing how the City of Wheat Ridge's net position changed during fiscal year 2025. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses reported in this statement for some items will result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused personal time off).

The government-wide financial statements include not only the City itself, but also the legally separate Wheat Ridge Urban Renewal Authority for which the City is financially accountable.

The governmental activities of the City include general government, economic development, community development, police, public works, and parks and recreation.

Fund financial statements. The fund financial statements provide more detailed information about the City's most significant funds, not the City as a whole. Funds are accounting devices that the City uses to keep track of specific sources of funding and spending for particular purposes.

- Some funds are required by state law (like the Conservation Trust Fund).
- The City Council establishes other funds to control and manage money for particular purposes (like the Public Art Fund) or to show that it is properly using certain taxes and grants (like the Crime Prevention Fund).

Governmental funds: All of the City's basic services are included in governmental funds, which focus on (1) how cash and other financial assets can readily be converted to cash flow in and out and (2) the balances left at year-end that are available for spending. Consequently, the governmental funds statements provide a detailed short-term view that helps determine whether or not there are more or fewer financial resources that can be spent in the near future to finance the City's programs. Because this information does not encompass the additional long-term focus of the government-wide statements, additional information on the subsequent pages is provided to explain the relationship (or differences) between them.

Financial Analysis of the City as a Whole

Net position. As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City of Wheat Ridge, assets exceeded liabilities and deferred inflows of resources by $203.5 million at the close of the 2025 fiscal year.

The largest portion of the City of Wheat Ridge's net position (82%) reflects its investment in capital assets (e.g., land, infrastructure, buildings, machinery, and equipment). The City of Wheat Ridge uses these capital assets to provide services to residents; consequently, these assets are not available for future spending.

An additional portion of the City of Wheat Ridge's net position (2%) represents resources that are subject to external restrictions on how they may be used (capital projects, open space and parks, police investigations, crime prevention activities, government access channel and emergency reserves). The remaining balance of unrestricted net position ($32.9 million) may be used to meet the City's obligations to residents and creditors.

At the end of the current fiscal year, the City of Wheat Ridge is able to report positive balances in net position for the City as a whole. The same situation held true for the prior fiscal year. The Wheat Ridge Urban Renewal Authority, a discretely presented component unit, reported a deficit net position of approximately $12.6 million at year-end. The deficit is primarily attributable to outstanding tax increment revenue bond obligations issued to finance improvements within the urban renewal area. Future property tax increment and sales tax increment revenues are expected to provide the resources necessary to service the related debt.

City of Wheat Ridge Net Position

Changes in Net Position

	Governmental Activities	
	2025	2024
Current and Other Assets	$ 73,635,109	$ 82,727,022
Capital Assets	181,352,071	166,362,173
Total Assets	254,987,180	249,089,195
Other Liabilities	8,180,684	9,192,039
Long-Term Liabilities	39,637,974	42,254,866
Total Liabilities	47,818,658	51,446,905
Deferred Inflows of Resources	3,665,677	3,675,052
Net Position		
Net Investment in Capital Assets	166,211,413	157,207,929
Restricted	3,213,291	8,008,117
Unrestricted	34,078,141	28,751,192
	$ 203,502,845	$ 193,967,238

Governmental activities

- Current and other assets decreased 11% in 2025 due to the liquidation of investments to fund capital projects and the collection of outstanding receivables from governmental agencies.
- Capital assets increased 9% due primarily to continuing investment in the Wadsworth Improvement project and completion of The Green at 38th.
- Other Liabilities decreased 11% relating primarily to lower payables and accruals at the end of 2025 compared to the same prior year-end.

City of Wheat Ridge Changes in Net Position

	2025	2024
REVENUES		
Program Revenues		
Charges for Services	$ 8,496,489	$ 6,122,932
Operating Grants and Contributions	2,271,632	2,408,711
Capital Grants and Contributions	11,337,873	14,931,787
General Revenues		
Property Taxes	1,489,274	1,512,455
Sales taxes	34,045,043	31,367,654
Use taxes	6,530,903	5,272,043
Franchise taxes	1,584,231	1,891,358
Lodgers taxes	1,905,038	2,160,938
Other taxes	884,424	965,002
Investment income	3,618,342	2,308,626
Miscellaneous	1,233,082	955,194
Total Revenues	73,396,331	69,896,700
EXPENSES		
General government	$17,884,724	$19,006,348
Economic Development	1,139,373	1,585,779
Community Development	3,246,826	3,167,385
Police	17,225,173	16,213,100
Public Works	13,480,453	7,309,672
Parks and Recreation	9,889,109	10,824,436
Interest on long-term debt	995,066	748,496
Total Expenses	63,860,724	58,855,216
CHANGE IN NET POSITION	9,535,607	11,041,484
NET POSITION, BEGINNING OF YEAR	193,967,238	182,925,754
NET POSITION, END OF YEAR	$ 203,502,845	$ 193,967,238

General Government expenses include budgets for the City Treasurer, Legislative Services, Financial Services, City Manager, Economic Development, City Attorney, City Clerk's Office, Municipal Court, Administrative Services, Human Resources, Communications, Homeless Navigation, Sustainability, Procurement, Information Technology and Central Charges.

- Taxes in the aggregate increased 8% compared to 2024. The increase is attributable to strong sales tax growth and building use tax resulting from a large residential housing project.

- Charges for Services increased 39% compared to 2024 due to building and plan review permits associated with new commercial and residential development projects, a new speed enforcement program, and increased participation in the City's parks and recreation facilities and programs.

- Operating Grants and Contributions decreased 6% due to lower receipts from intergovernmental sources compared to 2024.

- Capital Grants and Contributions decreased 24% due primarily to the Wadsworth Improvement project nearing completion and a commensurate drop in reimbursements from federal and local governments.

- Overall expenses increased 9% in 2025 compared to 2024, due mostly to city-wide personnel cost and benefit increases, facility maintenance projects, city-wide planning projects and capital outlays not qualifying for capitalization.

Financial Analysis of the City's Funds: The focus of the City of Wheat Ridge's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City of Wheat Ridge's financing requirements. In particular, unrestricted fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of fiscal year 2025, the City of Wheat Ridge's governmental funds reported combined ending fund balances of $60.4 million, a decrease of $6.8 million in comparison with the prior year. Approximately 25% of this total amount ($14.9 million) constitutes unassigned fund balance, which is available for spending at the City's discretion.

The remainder of fund balance is restricted to indicate that it is not available for new spending because it has already been restricted or shown as non-spendable for:

Developer Loan Receivable	$	1,085,000
Prepaid items	$	157,647
Capital Projects - Next Chapter Bond Fund	$	24,729,356
Open Space and Parks	$	338,634
Crime Prevention Activities Fund	$	277,843
Government Access Channel	$	191,894
TABOR mandated reserves	$	2,040,197
or committed to:		
Municipal Court Fund	$	69,754
Public Art Fund	$	414,327
Wheat Ridge Housing Fund	$	200,727
or assigned to:		
Subsequent year's budget	$	10,360,392
Capital Projects	$	5,333,163

The General Fund is the chief operating fund of the City of Wheat Ridge. At the end of fiscal year 2025, unassigned fund balance of the General Fund was $16.3 million, while total General Fund balance increased to approximately $20.2 million. As a measure of the General Fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total fund expenditures. Unassigned fund balance represents 34% of total General Fund expenditures, while total fund balance represents 42% of that same amount.

The Open Space Fund was created in 1972 for the purpose of acquiring, developing and maintaining open space and park properties within the City of Wheat Ridge. Major projects in 2025 include the completion of The Green at 38th, renovation of the Panorama Park Tennis Courts and maintenance of the trail systems and parks. At the end of 2025, the Open Space Fund balance was $3.7 million lower than the prior year due to capital spending to complete The Green at 38th project and to renovate the Panorama Park tennis courts.

The Capital Projects Fund uses assigned funds to upgrade, maintain, and expand the City of Wheat Ridge facilities, buildings, grounds, streets, parks, and roads. Compared to 2024, capital outlays were $8.4 million lower primarily due to decreased construction activity on the Wadsworth improvement project which is on track to be substantially complete by the end of 2026. The decrease in spending was offset by a transfer from the Next Chapter Bond Fund resulting in a $0.7 million increase in the Capital Projects Fund from 2024.

The Urban Renewal Authority issued $42.1 million of property tax increment revenue bonds in November 2021. The City created the URA Projects fund to facilitate the undertaking of a number of specific capital projects in the I-70/Kipling Corridors Urban Renewal Plan area. During 2025, $1.3 million in capital outlays was spent on the Youngfield Beautification Project, completion of the Youngfield Bridge Scour project and various other maintenance in the plan area. A significant amount of funding for these projects comes from bond proceeds managed by the Urban Renewal Authority. The URA Projects fund is about $1.0 million higher than 2024 due to decreased project spending.

In 2023, by way of ballot initiative 2J, Wheat Ridge voters extended a temporary ½ cent sales tax originally authorized in 2016. The voters wanted the City to address a number of concerns: roadways, sidewalk connectivity and drainage. In 2024, to address the concerns of the community, City Council approved the issuance of public indebtedness. Subsequently, underwriters approved the City for up to $75 million in public borrowing. In October 2024, the City issued 2024 Series revenue bonds which yielded $33.3 million in proceeds and the Next Chapter Bond Fund was established. During 2025, capital outlays ramped up with expenditures of $3.6 million on roadway and drainage projects throughout the City.

The City of Wheat Ridge has six non-major funds that are restricted for, committed to, and assigned to a variety of purposes. The combined fund balance is $1.6 million, which is a decrease of $1.3 million compared to 2024 due primarily to implementation of new information systems as part of the multi-year System Transformation initiative launched in late 2024. The Equipment Replacement Fund reported a deficit fund balance of approximately $29 thousand at year-end as expenditures for computer software purchases exceeded available resources during the year. Management expects future funding and operating activity to restore a positive fund balance.

General Fund Budgetary Highlights

The original budget was amended by City Council for a total of $428,150 in supplemental budget appropriations throughout the 2025 fiscal year. These amendments can be briefly summarized as follows:

Supplemental Budget Appropriations: Organized from largest to smallest expenditure

- $381,881 allocated for contractual building division services
- $25,000 allocated for Homeless Navigation Program from Colorado Gives Foundation grant acceptance
- $11,269 allocated for the purchase of computers from an Edward Byrne Memorial Justice Assistance Grant program
- $10,000 allocated for summer Sun Camp program from Jefferson County Open Space grant acceptance

Actual tax, license and permit revenue in the General Fund varied positively from the final budgeted amounts by $2.6 million due to higher than anticipated sales tax from retailers and building use tax and permit revenues resulting from a large residential housing project. Actual investment income exceeded budget by $1.1 million due to the timing of spending invested funds on capital projects and due to high rates of return on investments related to continued high interest rates.

The 2025 General Fund budget was adopted using $1.6 million of the fund balance to balance the budget.

Capital Asset and Debt Administration

Capital Assets. The City of Wheat Ridge's investment in capital assets for its governmental activities as of December 31, 2025 amounts to $181.4 million (net of accumulated depreciation). This investment in capital assets includes land, artwork, construction in progress, land improvements, buildings, vehicles, machinery and equipment, infrastructure, leases, subscription-based information technology arrangements (SBITAs) and software. Additional information on capital assets is provided in Note 5 of the financial statements.

Major capital asset additions during the 2025 fiscal year totaled $24.5 million and included the following:

- Construction in Progress in the amount of $11.5 million
    - Wadsworth improvement project
    - Wadsworth path project
    - Vehicle not yet placed in service
    - Public Art installations
    - Clear Creek Crossing bus terminal
- Infrastructure in the amount of $0.7 million
    - Gold Line Station Transit-oriented development
- Vehicles in the amount of $0.9 million
    - Three Police Patrol vehicles
    - One Police Investigation vehicle
    - One International Harvester all-season heavy-duty truck
    - One Caterpillar paving roller
    - One Parks Maintenance pickup truck
    - One Parks Maintenance utility vehicle with plow
    - Two Public Works pickup trucks

- Land and Land Improvements in the amount of $10 million
    - The Green at 38th
    - Panorama Park tennis courts replacement
- Land in the amount of $1.2 million
    - Parfet Street acquisition for Public Works operations expansion
- Machinery and Equipment in the amount of $0.2 million
    - City Hall HVAC control system replacement
    - Recreation center Heat Recovery unit add-on component
    - Panorama Park basketball court lighting replacement
    - Parks Maintenance equipment
    - Recreation center exercise equipment
    - Recreation center pool chemical controller replacement
    - Anderson Park pool chemical controller replacement
    - Public Works utility trailer for traffic alerts

City of Wheat Ridge's Capital Assets
(Net of Depreciation and Amortization)

	2025	2024
Land	$ 18,354,706	$ 17,080,975
Artwork	404,295	404,295
Construction in Progress	95,595,325	88,841,859
Land Improvements	23,754,669	14,876,392
Buildings	8,289,852	9,030,848
Vehicles	4,169,651	3,966,807
Machinery and Equipment	2,969,356	3,330,191
Infrastructure	27,240,299	27,945,721
Software	22,665	29,495
SBITAs	253,323	388,670
Right to Use Equipment	297,929	466,920
Total Capital Assets	$ 181,352,071	$ 166,362,173

Long-term Debt. At the end of the 2025 fiscal year, the City of Wheat Ridge had total long-term debt outstanding of $39.6 million. Of this amount, $4.8 million is due within one year. This total debt represents future bond principal payable from the Next Chapter Bond Fund, future amortization of bond premium, compensated absences, claims payable, lease liabilities, and SBITA liabilities which are expected to be liquidated primarily with revenues of the General Fund. Additional information for long-term debt is provided in Note 6 to the financial statements.

Economic Factors and Next Year's Budgets and Rates

The City's sales and use tax rate is 3.5%. 3% is assigned to the General Fund to cover general operating expenditures. The additional .5% was first approved by Wheat Ridge voters in November 2016 to pay for specific capital projects identified in the Investing for the Future (Fund 31) and was extended for 20 years at the November 2023 election to fund $75 million in roadway, stormwater, and sidewalk improvement projects.

Sales tax revenues outperformed expectations in 2025, experiencing 5.4% growth over 2024 actual results. Following a year of 7.4% growth from 2023 to 2024, this continued positive economic trend of the City's biggest revenue stream is promising. Use tax, another significant revenue stream for the City at approximately 11% of General Fund revenues, increased 24% in 2025 in large part to The Stack residential development at the corner of W.44th and Kipling. Revenues received from services such as plan review, permit and zoning fees, recreation, and police related fees showed strength in 2025, increasing almost 13% over 2024 results. Investment income increased 56.7% compared to 2024 due to continued high interest rates and the timing of expenditures on capital projects, which allowed bond proceeds and other available funds to remain invested for longer periods.

Economic development across the city continues to change and evolve. As the Wadsworth Improvement Project visibly approaches completion, new businesses including a Dutch Brothers and Starbucks coffee shop have been attracted to the corridor. Overall, the reshaping of this major commercial corridor is attracting investment that will materialize over the coming years. The recently adopted Wheat Ridge Prosperity Plan identifies this corridor as a major priority for redevelopment. The vibrant Applewood Village Shopping Center continues to attract new tenants, although the recent closure of the Uncle Julio's Hacienda Colorado requires backfilling.

The Clear Creek Crossing project entitlements and public finance agreement were approved in 2018, and infrastructure construction is complete. The first business on the new development, a Maverik Adventures First Stop (fka 'Kum & Go') gas station, opened in 2021 along with a multifamily housing development. Foothills Credit Union and Dutch Brothers opened in 2022 and Life Time Fitness opened in March 2024. Intermountain Health's (fka "SCL Health") new hospital and medical campus opened in 2024. A Hampton Inn hotel opened in the summer of 2025 and Home2 Suites will open in 2026. Construction of the Lookout, the premier dining and entertainment destination at Clear Creek Crossing, continues and will include The Agora at Applewood (an innovative dining collective), HashTAG, Nana's Dim sum & Dumplings and a public park including a stage, amphitheater, playground and community game lawn. Bonfire Burritos and Prost Brewing Co. opened in the Lookout in 2026. The developer is finalizing the leasing plan for additional potential tenants to include retail, food and beverage, hospitality and entertainment. Once the project is fully built out, sales tax, lodging, admissions and use tax revenue is projected to total $1.8 million annually.

Renewal Wheat Ridge (RWR), the City's Urban Renewal Authority, issued tax-exempt bonds in November 2021 to fund various capital projects within the I-70/Kipling Corridors Urban Renewal Plan area. The total bond issuance provided approximately $36 million in project funds to be used by RWR and the City to design and construct public improvements in the Plan area. Projects funded through this program target the Plan area's transportation corridors and include beautification and multimodal improvements on Youngfield Street, improvements to public infrastructure, development assistance for public improvements of commercial developments, abatement of blighted properties, and improvements to City facilities.

Following the City's issuance of revenue bonds in October 2024 and the creation of the 2J Next Chapter Bond Fund, significant work commenced in 2025 on roadway, stormwater and sidewalk corridor improvement projects. These projects, and others, are anticipated to continue into the future. The total bond issuance provided approximately $33 million that is intended to be used for public improvement projects. The City intends to issue a second tranche of revenue bond indebtedness in either 2027 or 2028.

The adopted 2026 fiscal year budget is $101 million. It includes a $53.4 million operating budget, $27.8 million 2J Next Chapter Bond Fund budget, $11.9 million in other capital improvement project funds and $8.3 million in special revenue budgets.

Requests for Information

This financial report is designed to provide a general overview of the City of Wheat Ridge's finances for those with an interest in the City's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to:

Finance Manager
City of Wheat Ridge
7500 W. 29th Avenue
Wheat Ridge, Colorado 80031

Basic Financial Statements

City of Wheat Ridge
Statement of Net Position
December 31, 2025

	PRIMARY GOVERNMENT GOVERNMENTAL ACTIVITIES	COMPONENT UNIT URBAN RENEWAL AUTHORITY
ASSETS		
Cash and investments	$ 34,655,800	$ 19,666,203
Restricted cash and investments	26,609,594	11,046,547
Accounts receivable	5,204,989	389,746
Property tax receivable	1,545,924	5,856,380
Intergovernmental receivables	2,445,634	–
Lease receivable	1,930,521	-
Loan receivable	1,085,000	-
Prepaid items	157,647	-
Notes receivable	-	1,200,000
Capital assets, not being depreciated or amortized	114,354,325	-
Capital assets, net of accumulated depreciation and amortization	66,997,746	4,749,886
TOTAL ASSETS	254,987,180	42,908,762
LIABILITIES		
Accounts payable	3,188,423	3,736,596
Accrued liabilities	1,484,485	-
Retainage payable	2,448,302	-
Refundable deposits	892,474	-
Unearned revenues	34,790	-
Accrued interest payable	132,208	140,342
Noncurrent liabilities:		
Due within one year	4,816,973	1,469,798
Due in more than one year	34,821,001	44,211,721
TOTAL LIABILITIES	47,818,656	49,558,457
DEFERRED INFLOWS OF RESOURCES		
Property taxes	1,545,924	5,856,380
Leases	1,985,491	-
Deferred revenue	-	93,187
Deferred gain on refunding, net of amortization	134,262	-
TOTAL DEFERRED INFLOWS OF RESOURCES	3,665,677	5,949,567
NET POSITION		
Net investment in capital assets	166,211,413	-
Restricted for:		
Capital projects	-	7,980,266
Open space and parks	703,359	-
Crime prevention activities	277,843	-
Government access channel	191,894	-
Emergencies	2,040,197	-
Unrestricted	34,078,141	(20,579,528)
TOTAL NET POSITION	$ 203,502,845	$ (12,599,262)

The accompanying notes are an integral part of these financial statements.

City of Wheat Ridge
Statement of Activities
For the Year Ended December 31, 2025

Functions / Programs	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Net (Expense) Revenue and Change in Net Position: Primary Government Governmental Activities	Net (Expense) Revenue and Change in Net Position: Component Unit Urban Renewal Authority
PRIMARY GOVERNMENT						
Governmental activities:						
General government	$ 17,884,724	605,755	$ 186,154	$ -	$ (17,092,815)	$ -
Economic development	1,139,373	-	-	-	(1,139,373)	-
Community development	3,246,826	1,990,746	–	2,302,210	1,046,130	-
Police	17,225,173	896,955	352,534	-	(15,975,684)	-
Public works	13,480,453	934,015	1,721,876	5,438,135	(5,386,427)	-
Parks and recreation	9,889,109	4,069,018	11,068	3,597,528	(2,211,495)	-
Interest on long-term debt	995,066	-	-	-	(995,066)	-
Total Primary Government	$ 63,860,724	$ 8,496,489	$ 2,271,632	$ 11,337,873	(41,754,730)	-
COMPONENT UNIT						
Urban Renewal Authority	$ 8,892,807	$ -	$ -	$ -	-	(8,892,807)
GENERAL REVENUES						
Property Taxes					1,489,274	4,362,924
Sales taxes					34,045,043	692,318
Use taxes					6,530,903	-
Franchise taxes					1,584,231	-
Lodgers taxes					1,905,038	-
Other taxes					884,424	-
Investment income					3,618,342	940,479
Miscellaneous					1,233,082	880
Total general revenues					51,290,337	5,996,601
CHANGE IN NET POSITION					9,535,607	(2,896,206)
NET POSITION, BEGINNING					193,967,238	(9,703,056)
NET POSITION, ENDING					$ 203,502,845	$ (12,599,262)

The accompanying notes are an integral part of these financial statements.

City of Wheat Ridge
Balance Sheet
Governmental Funds
December 31, 2025

ASSETS	General	Open Space	Capital Projects	URA Projects	Next Chapter Bond	Other Governmental Funds	Totals
Cash and investments	$ 17,695,981	$ 1,416,444	$ 9,054,844	$ 4,900,003	$ -	$ 1,588,528	$ 34,655,800
Restricted cash and investments	–	–	–	–	26,609,594	–	26,609,594
Accounts receivable	4,016,368	–	26,534	201,201	612,070	348,815	5,204,988
Property taxes receivable	1,545,924	–	–	–	–	–	1,545,924
Intergovernmental receivables	363,246	950,807	1,131,581	–	–	–	2,445,634
Lease receivables	1,930,521	–	–	–	–	–	1,930,521
Loans receivable	1,085,000	–	–	–	–	–	1,085,000
Prepaid items	157,647	-	-	-	-	(0)	157,647
Total Assets	$ 26,794,686	$ 2,367,251	$ 10,212,959	$ 5,101,204	$ 27,221,664	$ 1,937,343	$ 73,635,108
LIABILITIES							
Accounts payable	$ 747,447	$ 93,741	$ 1,015,977	$ 483,503	$ 610,680	$ 237,075	$ 3,188,423
Accrued liabilities	1,362,982	17,351	3,023	-	3,193	97,936	1,484,485
Retainage payable	-	404,430	1,858,206	92,537	93,129	-	2,448,302
Refundable deposits	892,474	-	-	-	-	-	892,474
Unearned revenues	34,790	-	-	-	-	-	34,790
Total Liabilities	3,037,693	515,522	2,877,206	576,040	707,002	335,011	8,048,474
DEFERRED INFLOWS OF RESOURCES							
Property taxes	1,545,924	-	-	-	-	-	1,545,924
Leases	1,985,491	-	-	-	-	-	1,985,491
Grants	-	497,092	1,125,317	-	-	-	1,622,409
Total Deferred Inflows of Resources	3,531,415	497,092	1,125,317	-	-	-	5,153,824
FUND BALANCES							
Nonspendable:							
Loans receivable	1,085,000	-	-	-	-	-	1,085,000
Prepaid items	157,647	-	-	-	-	-	157,647
Restricted for:							
Capital projects	-	-	-	-	24,729,356	-	24,729,356
Open space and parks	-	338,634	-	-	-	364,725	703,359
Crime prevention activities	-	-	-	-	-	277,843	277,843
Government Access Channel	191,894	-	-	-	-	-	191,894
Emergencies	2,040,197	-	-	-	-	-	2,040,197
Committed to:							
Municipal court	-	-	-	-	-	69,754	69,754
Housing	-	-	-	-	-	200,727	200,727
Public art	-	-	-	-	-	414,327	414,327
Assigned to:							
Subsequent year's budget	489,414	1,016,003	877,274	5,888,491	1,785,306	303,904	10,360,392
Capital projects	-	-	5,333,163	-	-	-	5,333,163
Unassigned	16,261,426	-	-	(1,363,327)	-	(28,948)	14,869,151
Total Fund Balances	20,225,578	1,354,637	6,210,437	4,525,164	26,514,662	1,602,332	60,432,810
Total Liabilities, Deferred Inflows of Resources and Fund Balances	$ 26,794,686	$ 2,367,251	$ 10,212,959	$ 5,101,204	$ 27,221,664	$ 1,937,343	$ 73,635,108

The accompanying notes are an integral part of these financial statements.

City of Wheat Ridge
Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position
December 31, 2025

RECONCILIATION TO THE STATEMENT OF NET POSITION

Total fund balances - governmental funds	$ 60,432,810
Amounts reported for governmental activities in the statement of net position are different because:	
Capital assets used in governmental activities are not current financial resources, and therefore, are not reported in governmental funds.	181,352,071
Because the focus of governmental funds is on short-term financing, some assets will not be available to pay for current-period expenditures. Those assets (for example, receivables) are offset by deferred inflows of resources in the governmental funds and thus are not included in fund balance.	
Intergovernmental revenues	1,622,409
Long-term liabilities and related items are not due and payable in the current year and, therefore, are not reported in governmental funds.	
Bonds payable	(31,730,000)
Bond premium	(3,438,656)
Deferred gain on bond refunding, net of amortization	(134,262)
Notes payable	(1,200,000)
SBITAs	(277,239)
Lease liabilities	(307,493)
Accrued compensated absences	(2,376,696)
Claims payable	(307,891)
Accrued interest payable	(132,208)
Net position of governmental activities as reported on the statement of net position	$ 203,502,845

City of Wheat Ridge
Statement of Revenues, Expenditures and Changes in Fund Balances
Governmental Funds
For the Year Ended December 31, 2025

	General	Open Space	Capital Projects	URA Projects	Next Chapter Bond	Other Governmental Funds	Totals
REVENUES							
Taxes	$ 39,707,500	$ -	$ 368,228	$ -	$ 5,794,684	$ 568,502	$ 46,438,914
Licenses and permits	2,330,315	-	-	-	-	-	2,330,315
Intergovernmental	2,138,317	3,640,097	6,698,163	2,302,210	-	506,035	15,284,822
Charges for services	4,738,898	505,089	103,180	-	-	5,831	5,352,998
Fines and forfeitures	802,024	-	-	-	-	11,153	813,177
Investment income	1,992,778	12,836	6,127	-	1,532,616	73,985	3,618,342
Miscellaneous	689,269	140,000	374	308,626	-	-	1,138,269
TOTAL REVENUES	52,399,101	4,298,022	7,176,072	2,610,836	7,327,300	1,165,506	74,976,837
EXPENDITURES:							
Current:							
General government	15,638,647	-	-	267,222	1,060,172	175,336	17,141,377
Economic development	1,137,395	-	-	-	-	-	1,137,395
Community development	3,219,487	-	-	-	-	-	3,219,487
Police	15,802,123	-	-	-	-	923,185	16,725,308
Public works	3,694,880	-	221,425	-	-	-	3,916,305
Parks and recreation	7,277,591	682,981	-	-	-	-	7,960,572
Capital outlay	1,326,567	7,262,547	12,482,313	1,338,952	3,635,921	1,431,303	27,477,603
Debt Service:							
Principal	299,299	-	-	-	3,115,000	-	3,414,299
Interest	49,978	-	-	-	1,926,154	-	1,976,132
Total Expenditures	48,445,967	7,945,528	12,703,738	1,606,174	9,737,247	2,529,824	82,968,478
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	3,953,134	(3,647,506)	(5,527,666)	1,004,662	(2,409,947)	(1,364,318)	(7,991,641)
OTHER FINANCING SOURCES (USES)							
Sale of capital assets	15,084	-	-	-	-	-	15,084
Loan proceeds	-	-	1,200,000	-	-	-	1,200,000
Transfers in	-	-	5,000,000	-	-	76,000	5,076,000
Transfers out	-	(60,000)	-	(16,000)	(5,000,000)	-	(5,076,000)
Total Other Financing Sources/(Uses)	15,084	(60,000)	6,200,000	(16,000)	(5,000,000)	76,000	1,215,084
NET CHANGES IN FUND BALANCES	3,968,218	(3,707,506)	672,334	988,662	(7,409,947)	(1,288,318)	(6,776,557)
FUND BALANCES, BEGINNING OF YEAR	16,257,360	5,062,143	5,538,103	3,536,502	33,924,609	2,890,650	67,209,367
FUND BALANCES, END OF YEAR	$ 20,225,578	$ 1,354,637	$ 6,210,437	$ 4,525,164	$ 26,514,662	$ 1,602,332	$ 60,432,810

The accompanying notes are an integral part of these financial statements.

City of Wheat Ridge

Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities
For the Year Ended December 31, 2025

Net change in fund balance - governmental funds	$	(6,776,557)
Amounts reported for governmental activities in the statement of net position are different because:		
Capital outlays used to purchase or construct capital assets are reported in governmental funds as expenditures. However, for governmental activities those costs are capitalized in the statement of net position and are allocated over the estimated useful lives as annual depreciation expense in the statement of activities.		
Capital outlays		19,605,538
Depreciation and amortization expense		(4,695,368)
Contributed assets		94,813
Net book value of disposals		(15,084)
Some revenues reported in the statement of activities are not available as current financial resources and, therefore, are not reported as revenues in governmental funds. Examples are revenues from grant reimbursements.		
Intergovernmental grants receivable		(1,675,318)
Loan proceeds		(1,200,000)
Repayment of debt principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position and does not affect the statement of activities.		
Bond payments		3,115,000
SBITA payments		129,691
Lease payments		169,608
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds. Additionally, lease proceeds provide current financial resources for governmental funds, but issuing leases increases long-term liabilities in the statement of net position. This represents changes in the following:		
Accrued interest payable		309,091
Amortization of premium		417,392
Deferred gain on bond refunding		71,601
Compensated absences		(197,777)
Claims payable		182,977
Change in net position of governmental activities as reported on the statement of activities	$	9,535,607

The accompanying notes are an integral part of these financial statements.

1. Summary of Significant Accounting Policies

The City of Wheat Ridge, Colorado (the City) was incorporated in August 1969, and became a home rule city in 1976, as defined by state statutes. The City is governed by a Mayor and eight-member Council elected by the residents.

The accounting policies of the City conform to accounting principles generally accepted in the United States of America as applicable to government entities. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

Reporting Entity

The financial reporting entity consists of the City, organizations for which the City is financially accountable, and organizations that raise and hold economic resources for the direct benefit of the City. All funds, organizations, institutions, agencies, departments, and offices that are not legally separate are part of the City. Legally separate organizations for which the City is financially accountable are considered part of the reporting entity. Financial accountability exists if the City appoints a voting majority of the organization's governing board and is able to impose its will on the organization, or if there is a potential for the organization to provide benefits to, or impose financial burdens on, the City. Based on the application of these criteria, the City includes the following organization in its reporting entity.

The Wheat Ridge Urban Renewal Authority (the Authority) was created to redevelop or rehabilitate certain blighted areas within the City. The Authority board members are appointed by the Mayor and City Council. Although the Authority is legally separate from the City, the Authority's primary revenue source, tax increment financing, can only be established by the City. The Authority is discretely presented in the financial statements and does not issue separate financial statements.

Government-wide and Fund Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all activities of the City and its component unit. For the most part, the effect of interfund activity has been removed from these statements. Exceptions to this general rule are charges for interfund services that are reasonably equivalent to the services provided. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported in a single column. The primary government is reported separately from the legally separate component unit for which the City is financially accountable.

The statement of activities demonstrates the degree to which the direct expenses of the given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment.

Taxes and other items not properly included among program revenues are reported instead as general revenues. Internally dedicated resources are reported as general revenues rather than as program revenues.

Separate financial statements are provided for the governmental funds. Major individual funds are reported as separate columns in the fund financial statements.

1. Summary of Significant Accounting Policies (continued)

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recognized when earned and expenses are recognized when the liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting.* Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collected within the current year or soon enough thereafter to pay liabilities of the current year. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current year.

Taxes, intergovernmental revenues, and interest associated with the current year are considered to be susceptible to accrual and so have been recognized as revenues of the current year. All other revenues are considered to be measurable and available only when cash is received by the City.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, are recorded only when payment is due.

When both restricted and unrestricted resources are available for a specific use, it is the City's practice to use restricted resources first, then unrestricted resources as they are needed.

The City reports the following major governmental funds:

The *General Fund* is the general operating fund of the City. It is used to account for all financial resources except those accounted for in another fund.

The *Open Space Fund* accounts for County shared revenues, grants, and development fees restricted for the acquisition, construction, and maintenance of open space and parks.

The *Capital Projects Fund* accounts for the accumulation of resources from a lodgers tax, intergovernmental revenues and General Fund transfers for the acquisition or construction of major capital assets.

The URA Projects Fund accounts for the accumulation of resources from the proceeds of the Urban Renewal Authority tax revenue bond and for the acquisition or construction of major capital assets within the I-70/Kipling Corridor Urban Renewal Plan Area.

1. Summary of Significant Accounting Policies (continued)

The *Next Chapter Bond Fund* accounts for the extension of the 0.5% sales and use tax previously accounted for in the Investing 4 the Future fund. This extension was approved by election 2J in 2023 to finance priority infrastructure projects.

Use of Estimates

The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, and deferred inflows of resources and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures/expenses during the reporting period. Actual results could differ from those estimates.

Assets, Liabilities, Deferred Inflows of Resources, and Net Position/Fund Balances

Receivables - Receivables include sales, use and lodgers' taxes, leases and loans. Receivables are reported at their gross value and, where appropriate, are reduced by the estimated portion that is expected to be uncollectible.

Prepaid Items - Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements. The cost of prepaid items is recorded as expenses/expenditures when consumed rather than purchased.

lnterfund Receivables and Payables - During the course of operations, certain transactions occur between individual funds. The resulting receivables and payables are classified on the balance sheet as *interfund receivables* and *interfund payables.* Any balances outstanding between the primary government and the discretely presented component unit are reported on the statement of activities as *due from* and *due to.*

Capital Assets - Capital assets, which include property, equipment, and infrastructure acquired or constructed since 1980, are reported in the government-wide financial statements. Capital assets are defined by the City as assets with an initial, individual cost of $5,000 or more and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at the acquisition value on the date of donation. Intangible assets are reported at cost if they are identifiable.

The costs of normal maintenance and repairs that do not add to the value of the assets or materially extend asset lives are not capitalized.

Leases (Lessee) - The City is a lessee for noncancellable leases of equipment and a building. The City recognizes a lease liability and an intangible right-to-use lease asset (lease asset) in the applicable governmental activities in the government-wide financial statements. The City recognizes lease liabilities with an initial, individual value of $5,000.

1. Summary of Significant Accounting Policies (continued)

Assets, Liabilities, Deferred Inflows of Resources, and Net Position/Fund Balances (continued)

At the commencement of a lease, the City initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over its useful life.

Key estimates and judgments related to leases include how the City determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments.

- The City uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the City uses the incremental borrowing rate from the most recent bond issuance.
- The lease term includes the noncancellable period of the lease.
- Lease payments included in the measurement of the lease liability are composed of fixed payments and the purchase option price that the City is reasonably certain to exercise.

The City monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability.

Lease assets are reported with other capital assets and lease liabilities are reported with long-term debt on the statement of net position.

Leases (Lessor) - The City is a lessor for noncancellable leases of a building rooftop. The City recognizes a lease receivable and a deferred inflow of resources in the applicable governmental activities in the government-wide and in the governmental fund financial statements.

At the commencement of a lease, the City initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.

1. Summary of Significant Accounting Policies (continued)

Assets, Liabilities, Deferred Inflows of Resources, and Net Position/Fund Balances (continued)

Key estimates and judgments include how the City determines (1) the discount rate it uses to discount the expected lease receipts to present value, (2) lease term, and (3) lease receipts.

- The City uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the noncancellable period of the lease.
- Lease receipts included in the measurement of the lease receivable are composed of fixed payments from the lessee.

The City monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

Subscription based information technology arrangements (SBITAs) - SBITA assets are initially measured as the sum of the present value of payments expected to be made during the subscription term, payments associated with the SBITA contract made to the SBITA vendor at the commencement of the subscription term, when applicable, and capitalizable implementation costs, less any SBITA vendor incentives received from the SBITA vendor at the commencement of the SBITA term. The City recognizes SBITA assets with an initial value of $25,000. SBITA assets are amortized in a systematic and rational manner over the shorter of the subscription term or the useful life of the underlying IT assets.

Capital assets are depreciated or amortized using the straight-line method over the following estimated useful lives.

Land improvements	10 - 40 years
Buildings	10 - 40 years
Vehicles, machinery, & equipment	3 - 40 years
Infrastructure	20 - 50 years
Software	5 years

Unearned Revenues - Unearned revenues include business license fees collected in advance.

Compensated Absences - Employees of the City are allowed to accumulate personal time off up to a maximum based on years of service. Upon termination of employment from the City, an employee will be compensated for all personal time off at their current pay rate. A liability for compensated absences is recognized for leave time that (1) has been earned for services previously rendered by employees, (2) accumulates and is allowed to be carried over to subsequent years, and (3) is more likely than not to be used as time off or settled during or upon separation from employment. Based on the criteria listed, personal time off qualifies for liability recognition for compensated absences. The liability for compensated absences is reported as incurred in the government-wide financial statements. A liability for compensated absences is recorded in the governmental funds only if the liability has matured because of employee resignations or retirements. The liability for compensated absences includes salary-related benefits, where applicable.

1. Summary of Significant Accounting Policies (continued)

Assets, Liabilities, Deferred Inflows of Resources, and Net Position/Fund Balances (continued)

Deferred Inflows of Resources - Deferred inflows of resources include property taxes earned but levied for a subsequent year. In addition, deferred inflows of resources are reported in governmental funds for unavailable revenue for grant revenues collected over 60 days after year-end. These amounts are recognized as an inflow of resources in the period the revenue becomes available.

Long-Term Debt - In the government-wide financial statements, long-term debt and other long- term obligations are reported as liabilities. Debt premiums and discounts are deferred and amortized over the life of the debt using the effective interest method. In the fund financial statements, governmental funds recognize the face amount of debt issued as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Governmental funds recognize long-term liabilities only when payment is due. Payments of long-term debt are reported as current expenditures. Debt issuance costs are reported as current expenses or expenditures.

Net Position/Fund Balances - In the government-wide and fund financial statements, net position and fund balances are restricted when constraints placed on the use of resources are externally imposed. Governmental funds can report fund balance classifications of nonspendable, restricted, committed, assigned, and unassigned. The nonspendable classification is generally for prepaid expenses that are part of fund balance but not available for spending. Restricted amounts are not available for appropriation because they are legally restricted by an outside party for a specific purpose. Committed funds are reserved for a specific purpose by City Council and cannot be committed or uncommitted without formal action through resolution by City Council. In addition, by resolution the City Council has delegated to the City Manager or his designee the authority to assign fund balances for specific purposes.

Unassigned is a residual classification within the General Fund. The General Fund is the only fund that reports a positive unassigned fund balance.

As adopted by City Council policy, the City will maintain a minimum unrestricted General Fund balance of at least two months, or approximately 17%, of General Fund operating expenditures..

When expenditures are incurred for a specific purpose for which both restricted and unrestricted fund balances are available, the City's policy is to use restricted amounts first, followed by committed, assigned, and unassigned amounts.

Property Taxes

Property taxes attach as an enforceable lien on property on January 1, are levied the following December, and collected in the subsequent calendar year. Taxes are payable in full on April 30 or in two installments on February 28 and June 15. The County Treasurer's office collects property taxes and remits to the City on a monthly basis. Since property tax revenues are collected in arrears during the succeeding year, receivables and corresponding deferred inflows of resources are reported at year-end.

1. Summary of Significant Accounting Policies (continued)

Contraband Forfeitures

The Colorado Contraband Forfeiture Act allows law enforcement agencies to retain proceeds from the seizure of contraband. These transactions are reported in the General Fund.

New Accounting Pronouncement

During 2025, the City implemented GASB Statement No. 102, Certain Risk Disclosures. This Statement establishes disclosure requirements related to certain concentrations and constraints that may make a government vulnerable to a substantial impact. The implementation of this Statement had no impact on the City's financial statements.

2. Cash and Investments

A summary of cash and investment accounts December 31, 2025, follows:

Petty cash	$	4,150
Cash deposits		19,750,690
Investments		72,223,304
Total	$	91,978,144

Cash and investments are reported in the financial statements as follows:

Cash and investments - primary government	$	34,655,800
Restricted cash and investments - primary government		26,609,594
Cash and investments - component unit		19,666,203
Restricted cash and investments - component unit		11,046,547
Total	$	91,978,144

Cash Deposits

The Colorado Public Deposit Protection Act (PDPA) requires all local government entities to deposit cash in eligible public depositories. Eligibility is determined by state regulations. Amounts on deposit in excess of federal insurance levels must be collateralized by eligible collateral as determined by the PDPA. The PDPA allows the financial institution to create a single collateral pool for all public funds held. The pool is to be maintained by another institution or held in trust for all uninsured public deposits as a group. The market value of the collateral must be at least equal to 102% of the uninsured deposits.

At December 31, 2025, the City and the Authority had bank deposits with a carrying amount of $3,639,599 and $16,111,091, respectively, collateralized with securities held by the financial institutions' agents but not in their name.

2. Cash and Investments (continued)

Investments

The City and the Authority are required to comply with state statutes, which specify investment instruments meeting defined rating, maturity and concentration risk criteria in which local governments may invest. State statutes do not address custodial risk.

Through its investment policy, the City has further restricted allowable investments to the following:

- Obligations of the United States and U.S. Agency securities
- Corporate debt
- Commercial paper
- Bankers' acceptances
- Repurchase agreements collateralized by authorized securities
- General obligations of U.S. local government entities
- Guaranteed investment contracts
- Money market funds
- Local government investment pools

The City and the Authority had the following investments at December 31, 2025:

Investment	Fair Value	1 Year	1-5 Years	6-10 Years	10 Years	Investment
U.S. Treasury securities	$ 34,734,813	$ 9,852,243	$ 24,882,570	$ -	$ -	48.09%
Corporate bonds	6,085,137	491,324	5,593,813	-	-	8.43%
Federal agency bond/note	1,554,833	-	1,554,833	-	-	2.15%
Federal agency commercial mortgage -backed security	8,916,540	-	8,916,540	-	-	0.00% 12.35%
Municipal bonds	872,376	-	872,376	-	-	1.21%
Supra National Agency	135,957	-	135,957	-	-	0.19%
Local government investment bonds	18,971,944	18,971,944	-	-	-	26.27%
Money market funds	951,703	951,703	-	-	-	1.32%
Total	$ 72,223,303	$ 30,267,214	$ 41,956,089	$ -	$ -	100.00%

Interest Rate Risk - State statutes generally limit investments to an original maturity of five years unless the governing board authorizes the investment for a period in excess of five years.

Credit Risk - State statutes limit certain investments to those with specified ratings from nationally recognized statistical rating organizations, depending on the type of investment.

Investment	Fair Value	N/A	AAA	AA/AA-	A+AA-	BBB
U.S. Treasury securities	$ 34,734,813	$ -	$ -	$ 34,734,813	$ -	$ -
Corporate bonds	6,085,137	-	-	6,085,137	-	-
Federal agency bond/note	1,554,833	-	-	1,554,833	-	-
Federal agency commercial mortgage -backed security	8,916,540	-	-	8,916,540	-	-
Municipal bonds	872,376	71,317	226,617	574,442	-	-
Supra National Agency	135,957	-	135,957	-	-	-
Total	$ 52,299,656	$ 71,317	$ 362,574	$ 51,865,765	$ -	$ -

2. Cash and Investments (continued)

Investments (Continued)

Concentration of Credit Risk - Except for corporate securities, state statutes do not limit the amount the City may invest in any single investment or issuer.

Fair Value of Investments - The City and Authority categorizes its fair value measurements within the fair value hierarchy established by accounting principles generally accepted in the United States of America. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

		Valuation Fair Value Measurements Using		
Investments	**December 31, 2025**	**Level 1**	**Level 2**	**Level 3**
U.S. Treasury securities	$ 34,734,813	$ 34,734,813	$ -	$ -
Corporate bonds	6,085,137	-	6,085,137	-
Federal agency bond/note	1,554,833	1,554,833	-	-
Federal agency commercial mortgage -backed security	8,916,540	8,916,540	-	-
Municipal bonds	872,376	-	872,376	-
Supra National Agency	135,957	135,957	-	-
Total Investments by Fair Value Level	52,299,656	$ 45,342,143	$ 6,957,513	$ -
Local government investment pools	18,971,944			
Money market funds	951,703			
	$ 72,223,303			

Local Government Investment Pools - At December 31, 2025, the City had $1,610,383 invested in the Colorado Surplus Asset Fund Trust (CSAFE) Core Fund, an investment vehicle established for local government entities in Colorado to pool surplus funds. The Colorado Division of Securities administers and enforces the requirements of creating and operating CSAFE. The external investment pool is measured at net asset value (NAV) with each share valued at $2.00. CSAFE Core is rated AAAf by Fitch. Investments of CSAFE Core are limited to those allowed by state statutes. A designated custodial bank provides safekeeping and depository services in connection with the direct investment and withdrawal functions. The custodian's internal records identify the investments owned by participating governments. There are no unfunded commitments, the redemption frequency is daily with a 24-hour notification period, and a limit of three redemptions per month.

At December 31, 2025, the City and the Authority had $8,293,959 and $10,019,305, respectively, invested in the Colorado Statewide Investment Pool (CSIP) Liquid Portfolio, an investment vehicle established for local government entities in Colorado to pool surplus funds. The Colorado Division of Securities administers and enforces the requirements of creating and operating CSIP. The external investment pool is measured at net asset value (NAV) per share with each share valued at $1.00. Investments in the external investment pool are shown at amortized cost for financial reporting purposes. CSIP Liquid is rated AAAm by Standard and Poor's. Investments of CSIP Liquid are limited to those allowed by State statutes.

2. Cash and Investments (continued)

Investments (Continued)

A designated custodial bank provides safekeeping and depository services in connection with the direct investment and withdrawal functions. The custodian's internal records identify the investments owned by participating governments. There are no unfunded commitments, the redemption frequency is daily, and there is no redemption notice period.

At December 31, 2025, the City had $2,700,000 invested in the Colorado Statewide Investment Pool (CSIP) Term Portfolio, an investment vehicle established for local government entities in Colorado to pool surplus funds. The Colorado Division of Securities administers and enforces the requirements of creating and operating CSIP. The external investment pool is measured at net asset value (NAV) per share with each share valued at $1.00. CSIP Term is rated AAAf by Fitch. Investments of CSIP Term are limited to those allowed by State statutes. A designated custodial bank provides safekeeping and depository services in connection with the direct investment and withdrawal functions. The custodian's internal records identify the investments owned by participating governments. There are no unfunded commitments, there is a seven-day notification period with potential early redemption penalties for withdrawal prior to maturity.

The Authority has $951,703 in money market accounts at a financial institution which is valued at amortized cost.

3. Loans Receivable

The City entered into two loan agreements with the developer of the Fruitdale Lofts project. Under the agreements, the City committed to loan the developer $470,000 and $2,115,000. The first loan is due 35 years following substantial completion of the project, with interest accruing at 5% per annum beginning 20 years after substantial completion of the project.

Repayment terms for the second loan are dependent upon certain financing and equity contributions of the developer. The loan is due in 20 years, with interest accruing at 5% per annum commencing after completion of the project.

During 2017, the project was under construction and the City had advanced the full amount of $2,585,000 under these agreements. At December 31, 2025, the outstanding balance on the loans was $1,085,000. The City did not receive principal or interest payments under either loan agreement during 2025.

4. Lease Receivable

The City, acting as lessor, leases a building rooftop under four long-term, non-cancelable lease agreements that expire in December 2028 and December 2032 and three agreements have (2) 5-year optional renewal terms the City expects to execute. During the year ended December 31, 2025, the City recognized $82,525 and $77,376 in lease revenue and interest revenue, respectively, pursuant to the contracts.

Total future minimum lease payments to be received under the lease agreement are as follows:

4. Lease Receivable (continued)

Year Ended December 31	Amount
2026	$ 91,750
2027	101,570
2028	111,827
2029	123,118
2030	134,922
2031-2036	950,733
2037-2038	416,601
	$ 1,930,521

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5. Capital Assets

Capital asset activity for the year ended December 31, 2025 is summarized below:

	Balance December 31, 2024	Transfers/ Additions	Transfers/ Retirements	Balance December 31, 2025
Governmental Activities				
Capital assets, not being depreciated				
Land	$ 17,080,975	$ 1,273,731	$ -	$ 18,354,706
Artwork	404,295	-	-	404,295
Construction in progress	88,841,859	11,493,526	(4,740,060)	95,595,325
Total capital assets, not being depreciated	106,327,129	12,767,257	(4,740,060)	114,354,325
Capital assets, being depreciated				
Land improvements	26,520,644	9,862,865	-	36,383,509
Buildings	25,562,601	-	-	25,562,601
Vehicles	8,338,560	925,381	(481,416)	8,782,525
Machinery and equipment	11,486,979	198,979	-	11,685,958
Infrastructure	93,236,657	727,004	-	93,963,661
Software	426,053	-	-	426,053
SBITAs	629,173	-	-	629,173
Right-to-use lease equipment	925,603	-	-	925,603
Total capital assets, being depreciated and amortized	167,126,270	11,714,229	(481,416)	178,359,083
Less accumulated depreciation and amortization:				
Land improvements	(11,644,252)	(984,588)	-	(12,628,840)
Buildings	(16,531,753)	(740,996)	-	(17,272,749)
Vehicles	(4,371,753)	(666,378)	425,257	(4,612,874)
Machinery and equipment	(8,156,788)	(559,814)	-	(8,716,602)
Infrastructure	(65,290,936)	(1,432,426)	-	(66,723,362)
Software	(396,558)	(6,830)	-	(403,388)
SBITAs	(240,503)	(135,347)	-	(375,850)
Right-to-use lease equipment	(458,683)	(168,991)	-	(627,674)
Total accumulated depreciation and amortization:	(107,091,226)	(4,695,368)	425,257	(111,361,337)
Total capital assets, being depreciated and amortized, net	60,035,044	7,018,861	(56,159)	66,997,746
Governmental activities capital assets, net	$ 166,362,173	$ 19,786,117	$ (4,796,219)	$ 181,352,071

5. Capital Assets (continued)

Depreciation and amortization expense was charged to programs of the City as follows:

General government	$ 701,813
Community development	15,472
Police	414,819
Public works	1,674,283
Parks and recreation	1,888,981
	$ 4,695,368

Capital asset activity for the Urban Renewal Authority for the year ended December 31, 2025 is summarized below.

	Balance at December 31, 2024	Transfers/ Additions	Transfers/ Retirements	Balance at December 31, 2025
Governmental activities				
Capital assets, being depreciated				
Infrastructure	$ 4,999,880	$ -	$ -	$ 4,999,880
Less accumulated depreciation and amortization:				
Infrastructure	(124,997)	(124,997)	-	(249,994)
Total capital assets	$ 4,874,883	$ (124,997)	$ -	$ 4,749,886

6. Long-Term Debt

Following is a summary of long-term debt transactions for the year ended December 31, 2025.

	Balance at December 31, 2024	Additions	Reductions	Balance at December 31, 2025	Due Within One Year
Governmental activities					
2024 Revenue Bonds	$ 34,845,000	$ -	$ (3,115,000)	$ 31,730,000	$ 3,455,000
2024 bond premium	3,856,048	-	(417,392)	3,438,656	343,790
Notes Payable - WRURA	-	1,200,000	-	1,200,000	-
Compensated absences	2,178,919	197,777	-	2,376,696	396,111
Claims payable	490,867	308,436	(491,412)	307,891	307,891
SBITAs	406,931	-	(129,691)	277,240	132,236
Lease liabilities	477,101	-	(169,608)	307,493	181,945
Total	$ 42,254,866	$ 1,706,213	$ (4,323,103)	$ 39,637,976	$ 4,816,973
Urban Renewal Authority private placement:					
Series 2021 Bonds	$ 40,760,000	$ -	$ (740,000)	$ 40,020,000	$ 865,000
2021 Bond premium	6,276,947	-	(615,428)	5,661,519	604,798
Total	$ 47,036,947	$ -	$ (1,355,428)	$ 45,681,519	$ 1,469,798

6. Long-Term Debt (continued)

2024 Revenue Bonds

On October 10, 2024, the City issued $34,845,000 Sales and Use Tax Refunding and Improvement Bonds, Series 2024. Bond proceeds will be used to finance certain improvement projects. Interest accrues on the bonds at a 5% interest rate per annum and is payable annually on December 1, beginning on December 1, 2025. Annual principal payments are due on December 1, from 2025 through 2043.

Remaining debt service at December 31, 2025, was as follows:

Year ending December 31,	Principal	Interest	Total
2026	$ 3,455,000	$ 1,586,500	$ 5,041,500
2027	1,260,000	1,413,750	2,673,750
2028	1,140,000	1,350,750	2,490,750
2029	1,200,000	1,293,750	2,493,750
2030	1,260,000	1,233,750	2,493,750
2031-2043	23,415,000	8,990,000	32,405,000
Total	$ 31,730,000	$ 15,868,500	$ 47,598,500

Lease Liabilities

The City leases equipment and a building under noncancellable agreements that expire between 2025 and 2027. The lease liabilities were measured using a discount rate of 4.0%. The City used its incremental borrowing rate when the interest rate implicit in the lease could not be readily determined. The total future minimum lease payments for these leases are as follows:

Year ending December 31,	Principal	Interest	Total
2026	$ 181,945	$ 8,925	$ 190,870
2027	125,548	1,876	127,424
Total	$ 307,493	$ 10,801	$ 318,294

SBITA Liabilities

The City subscribes to body-worn camera software under a noncancellable agreement that expires in 2028. The subscription liability was measured using a discount rate of 4.0%, which represents the City's estimated incremental borrowing rate at the commencement of the subscription term. The total future minimum subscription payments for this subscription is as follows:

Year ending December 31,	Principal	Interest	Total
2026	$ 132,237	$ 11,090	$ 143,327
2027	137,515	5,800	143,315
2028	7,488	300	7,788
Total	$ 277,240	$ 17,190	$ 294,430

6. Long-Term Debt (continued)

Urban Renewal Authority Series 2021 Bonds

On November 9, 2021, the Authority issued the Series 2021 Tax Increment Revenue Refunding and Improvement Bonds for $42,105,000 along with a premium of $8,198,367, to refund the 2018 loan agreement and to finance various street improvements. Interest of 4.00% is due on June 1 and December 1 of each year, commencing on June 1, 2022. Principal payments are due annually beginning December 1, 2022, through 2040. During the year ended December 31, 2025, revenues of $4,362,924 were available to pay annual debt service of $1,713,700 in interest.

Future debt service on the Series 2021 bonds is as follows:

Year ending December 31,	Principal	Interest	Total
2026	865,000	1,684,100	$ 2,549,100
2027	975,000	1,649,500	2,624,500
2028	1,900,000	1,610,500	3,510,500
2029	1,995,000	1,515,500	3,510,500
2030	2,165,000	1,415,750	3,580,750
2031-2035	13,230,000	5,467,900	18,697,900
2036-2040	18,890,000	2,421,600	21,311,600
Total	$ 40,020,000	$ 15,764,850	$ 55,784,850

Notes Payable to the Urban Renewal Authority

On August 5, 2025, the City entered into a loan agreement with the Wheat Ridge Urban Renewal Authority for $1,200,000 to finance the acquisition of property for the expansion of the City's Public Works facility. The loan is interest-free and is subject to annual appropriation. Principal payments of $240,000 are due annually beginning December 31, 2027 through December 31, 2031. The agreement may be extended by mutual written agreement for up to four additional one-year terms.

Year ending December 31,	Principal	Interest	Total
2027	$ 240,000	$ -	$ 240,000
2028	240,000	-	240,000
2029	240,000	-	240,000
2030	240,000	-	240,000
2031	240,000	-	240,000
Total	$ 1,200,000	$ -	$ 1,200,000

7. Interfund Activity

During the year ended December 31, 2025, the Next Chapter Bond Fund transferred $5,000,000 to the Capital Projects Fund to finance infrastructure and other capital improvement projects. The URA Projects Fund transferred $16,000 to the Public Art Fund for public art associated with the Youngfield Beautification Project. The Open Space Fund transferred $60,000 to the Public Art Fund to finance public art improvements associated with park and open space capital projects.

8. Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The City has agreed to self-insure for general liability claims to a maximum of $150,000 and automobile, property, and physical damage claims to a maximum of $10,000. The City accounts for its risk management activities in the General Fund.

Claims liabilities, including estimated incurred but not reported claims (IBNR), are reported in the government-wide financial statements if information available prior to the issuance of the financial statements indicates that it is probable that a liability has been incurred at the date of the financial statements and the amount of the loss can be reasonably estimated.

Changes in claims payable for the years ended December 31, were as follows:

	2025	2024
Claims payable - January 1	$ 490,867	$ 302,244
Incurred claims and changes in estimated claims	(91,553)	270,047
Claims paid	(91,423)	(81,425)
Claims payable - December 31	$ 307,891	$ 490,867

For excess liability and property claims the City participates in the Colorado Intergovernmental Risk Sharing Agency (CIRSA), a separate and independent governmental and legal entity formed by intergovernmental agreement by member municipalities pursuant to the provisions of 24-10-115.5, Colorado Revised Statutes (1982 Replacement Volume) and the Colorado Constitution, Article XIV, Section 18(2).

The purposes of CIRSA are to provide members defined liability, property, and workers' compensation coverages and to assist members to prevent and reduce losses and injuries to municipal property and to persons or property which might result in claims being made against members of CIRSA, their employees, and officers.

It is the intent of the members of CIRSA to create an entity in perpetuity which will administer and use funds contributed by the members to defend and indemnify, in accordance with the bylaws, any member of CIRSA against stated liability of loss, to the limit of the financial resources of CIRSA. It is also the intent of the members to have CIRSA provide continuing stability and availability of needed coverages at reasonable costs. All income and assets of CIRSA shall be at all times dedicated to the exclusive benefit of its members.

For workers' compensation claims, the City is insured by Pinnacol Assurance.

9. Retirement Commitments

Police Defined Contribution Pension Plan

The City contributes to a single-employer defined contribution money purchase pension plan on behalf of sworn police officers. The plan is administered by the International City/County Management Association (ICMA). During 2025, employees contributed 10% of their compensation to the plan and the City contributed 11.5%. Employees become vested in City contributions to the plan at 20% annually, beginning in the third year of employment. The contribution requirements of plan members and the City are established and may be amended by the City Council. During the year ended December 31, 2025, the City's pension expense was $1,141,541 and employee contributions to the plan were $919,442, equal to the required contributions.

Department Head Defined Contribution Pension Plan

City department heads participate in a multiple-employer defined contribution pension plan upon employment with the City. The plan is administered by ICMA. During 2025, department heads contributed 4% of their compensation to the plan and the City contributed 7%, except for the City Manager for which the City contributed 10%. Employees become vested in all contributions to the plan immediately. The contribution requirements of plan members and the City are established and may be amended by the City Council. During the year ended December 31, 2025, the City's pension expense was $68,403 and employee contributions to the plan were $35,522, equal to the required contributions.

Employee Defined Contribution Pension Plan

The City contributes to a multiple-employer defined contribution pension plan on behalf of all employees, except sworn police officers and department heads. The plan is administered by ICMA. During 2025, employees contributed 4% of their compensation to the plan, and the City contributed 6%. Employees become vested in City contributions to the plan at 20% annually after one year of employment. The contribution requirements of plan members and the City are established and may be amended by the City Council. During the year ended December 31, 2025, the City's pension expense was $803,426 and employee contributions to the plan were $534,642, equal to the required contributions.

There were no material forfeitures reflected in pension expense during 2025 and no material employer contribution liabilities outstanding at December 31, 2025.

10. Commitments and Contingencies

Tabor Amendment

Colorado voters passed an amendment to the State Constitution, Article X, Section 20, which has several limitations, including revenue raising, spending abilities, and other specific requirements of state and local governments. The Amendment requires, with certain exceptions, advance voter approval for any new tax, tax rate increase, mill levy above that for the prior year, extension of an expiring tax, or tax policy change directly causing a net tax revenue gain to the City. Revenue in excess of the fiscal year spending limit must be refunded in the next fiscal year unless voters approve retention of such revenue.

The City's management believes it is in compliance with the provisions of the Amendment. However, the Amendment is complex and subject to interpretation. Many of its provisions may require judicial interpretation.

10. Commitments and Contingencies (continued)

In November, 2006, voters agreed to allow the City to spend all revenues generated during 2006 and each subsequent year for police protection, street construction - repair and maintenance, parks and recreation - trails and open space, capital projects, and other basic municipal services, without limitation. The Authority is not subject to the Tabor Amendment. See: Marian L. Olson v. City of Golden, et. al., 53 P.3d 747 (Co. App.), certiorari denied.

The City has established an emergency reserve, representing 3% of qualifying revenues, as required by the Amendment. At December 31, 2025, the emergency reserve of $2,040,197 was reported as restricted fund balance in the General Fund.

Grant Programs

The City participates in a number of federal and state programs that are fully or partially funded by grants received from other governmental entities. Expenditures financed by grants are subject to audit and review by the applicable grantor agencies. If expenditures are disallowed due to noncompliance with grant program requirements, the City may be required to reimburse the grantor agency. Management believes that any such disallowances, if any, would not have a material effect on the overall financial position of the City.

Solar Power Purchase Agreement

On March 23, 2015, the City entered into an agreement to purchase solar power capacity in a community solar garden. The purchase was executed in April 2015, with an agreement in the amount of $800,000. Monthly payments of $6,681 are due under the agreement, beginning June 1, 2015, through May 1, 2030. This agreement does not meet the definition of a lease per GASB 87, as it is considered to be a power purchase agreement. Ownership of the solar generating assets does not transfer to the City at the end of the agreement. Accordingly, the City does not present a capital asset or liability related to this agreement.

Litigation

The City is involved in various threatened and pending litigation. The outcome of this litigation cannot be determined at this time.

11. Encumbrances

The City utilizes encumbrance accounting in its governmental funds. Encumbrances are commitments related to unperformed contracts for goods or services and are used to assist in budgetary control. Open encumbrances at year end do not constitute expenditures or liabilities but are reported as a component of restricted, committed, or assigned fund balance, as appropriate. Outstanding encumbrances are reappropriated in the subsequent year in accordance with City policy.

As of December 31, 2025, the City had outstanding encumbrances in governmental funds totaling approximately $10,360,392, primarily related to transportation, drainage, sidewalk, and other capital improvement projects. These encumbrances are included in the classification of fund balance as assigned based on the nature and purpose of the underlying commitments.

12. Tax Abatements

The City of Wheat Ridge has a Business Development Zone Program, as enacted by the City Code Chapter 22, Article I, Division 5, which provides a share-back of use tax generated by developments that meet the criteria established as public or public related improvements. The program was created as a joint benefit to the public at large and to private owners for the purposes of reducing blight in business districts and providing the City with increased sales and use tax revenues generated upon and by properties improved as a result of this program.

For the fiscal year ended December 31, 2025, the City abated sales and use tax pursuant to several tax abatement agreements for a total of $443,237. Two sales tax abatement agreements are with locally-owned businesses where the intent of the tax abatement is to foster continued capital investment. The City has a use tax abatement agreement with a property developer where the intent of the agreement is to support the operations and economic well-being of the ongoing property development. The maximum rebate allowed pursuant to these agreements is $13,926,465.

The Wheat Ridge Urban Renewal Authority has various Redevelopment Plans, approved by City Council, which serve to further the mission of the Authority and establish future tax generating facilities by offsetting redevelopment costs through rebated property tax increment revenues and sales tax increment revenues offered to developers.

For the fiscal year ended December 31, 2025, the Authority rebated property tax increment revenues and sales tax increment revenues for a total of $2,284,154. These rebates related to three development companies and a locally-owned business, which have renovated various locations within the boundaries of a defined economic urban renewal area. The redeveloped locations are expected to produce future incremental property and sales tax revenues for the City. The maximum rebate allowed pursuant to the rebate agreements is $33,395,771.

City of Wheat Ridge

Required Supplementary Information

City of Wheat Ridge
General Fund
Schedule of Revenues, Expenditures and Changes in Fund Balance—Budget and Actual
For the Year Ended December 31, 2025

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
REVENUES				
Taxes	$ 37,361,167	$ 37,671,167	$ 39,707,500	$ 2,036,333
Licenses and permits	2,044,325	1,734,325	2,330,315	595,990
Intergovernmental	1,893,725	1,895,225	2,138,317	243,092
Charges for services	4,098,475	4,098,475	4,738,898	640,423
Fines and forfeitures	277,600	277,600	802,024	524,424
Investment income	850,000	850,000	1,992,778	1,142,778
Miscellaneous	621,948	620,448	689,269	68,821
Total Revenues	47,147,240	47,147,240	52,399,101	5,251,861
EXPENDITURES				
Current:				
General government	16,038,115	16,378,141	15,638,647	739,494
Economic development	1,188,902	1,188,902	1,137,395	51,507
Community development	2,862,055	3,329,422	3,219,487	109,935
Police	15,411,910	15,399,064	15,802,123	(403,059)
Public Works	4,163,811	4,217,124	3,694,880	522,244
Parks and recreation	8,008,787	8,007,231	7,277,591	729,640
Capital outlay	1,072,200	1,574,566	1,326,567	247,999
Debt Service:				
Principal	-	-	299,299	(299,299)
Interest	20,073	20,073	49,978	(29,905)
Total Expenditures	48,765,853	50,114,523	48,445,967	1,668,556
Excess (deficiency) of revenues over expenditures	(1,618,613)	(2,967,283)	3,953,134	6,920,417
OTHER FINANCING SOURCES AND (USES)				
Sales of capital assets	-	-	15,084	15,084
Total Other Financing Sources (Uses)	-	-	15,084	15,084
NET CHANGE IN FUND BALANCE	(1,618,613)	(2,967,283)	3,968,218	6,935,501
FUND BALANCES - BEGINNING OF YEAR	13,194,325	12,766,175	16,257,360	3,491,185
FUND BALANCES - END OF YEAR	$ 11,575,712	$ 9,798,892	$ 20,225,578	$ 10,426,686

City of Wheat Ridge
Open Space Fund
Schedule of Revenues, Expenditures and Changes in Fund Balance—Budget and Actual
Year Ended December 31, 2025

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
REVENUES				
Intergovernmental	$ 3,402,434	$ 3,402,434	$ 3,640,097	237,663
Charges for services	700,000	700,000	505,089	(194,911)
Investment income	15,000	15,000	12,836	(2,164)
Miscellaneous	1,100,000	1,100,000	140,000	(960,000)
Total Revenues	5,217,434	5,217,434	4,298,022	(919,412)
EXPENDITURES				
Current:				
Parks and recreation	627,687	627,687	682,981	(55,294)
Capital outlay	4,721,063	8,978,676	7,262,547	1,716,129
Total Expenditures	5,348,750	9,606,363	7,945,528	1,660,835
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(131,316)	(4,388,929)	(3,647,506)	741,423
OTHER FINANCING SOURCES (USES)				
Transfers out	-	-	(60,000)	(60,000)
NET CHANGE IN FUND BALANCE	(131,316)	(4,388,929)	(3,707,506)	681,423
FUND BALANCE, BEGINNING OF YEAR	1,604,551	5,062,143	5,062,143	-
FUND BALANCE, END OF YEAR	$ 1,473,235	$ 673,214	$ 1,354,637	$ 681,423

City of Wheat Ridge
Next Chapter Bond Fund
Schedule of Revenues, Expenditures and Changes in Fund Balance—Budget and Actual
Year Ended December 31, 2025

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
REVENUES				
Taxes	$ 5,340,400	$ 5,340,400	$ 5,794,684	$ 454,284
Investment income	1,000,000	1,000,000	1,532,616	532,616
Total Revenues	6,340,400	6,340,400	7,327,300	986,900
EXPENDITURES				
Current:				
General government	1,020,337	3,182,300	1,060,172	2,122,128
Debt Service:				
Principal	3,125,000	3,125,000	3,115,000	10,000
Interest	1,917,025	1,917,025	1,926,154	(9,129)
Capital outlay	6,767,000	6,517,000	3,635,921	2,881,079
Total Expenditures	12,829,362	14,741,325	9,737,247	5,004,078
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(6,488,962)	(8,400,925)	(2,409,947)	5,990,978
OTHER FINANCING SOURCES (USES)				
Transfers out	-	-	(5,000,000)	(5,000,000)
NET CHANGE IN FUND BALANCE	(6,488,962)	(8,400,925)	(7,409,947)	990,978
FUND BALANCE, BEGINNING OF YEAR	33,743,027	33,924,609	33,924,609	-
FUND BALANCE, END OF YEAR	$ 27,254,065	$ 25,523,684	$ 26,514,662	$ 990,978

City of Wheat Ridge
Notes to the Required Supplementary Information
December 31, 2025

1. Stewardship, Compliance and Accountability

Budgets and Budgetary Accounting

State statutes require that all funds have legally adopted budgets and appropriations. Total expenditures may not exceed the amount appropriated at the fund levels. In 2025, the expenditures of the Crime Prevention Fund exceeded appropriations, which may be a violation of State statute. Budgets are adopted for all funds of the City on a basis consistent with accounting principles generally accepted in the United States of America.

The City follows these procedures to establish the budgetary information reflected in the financial statements:

- Management submits to the City Council a proposed operating budget for the fiscal year commencing the following January 1. The operating budget includes proposed expenditures and the means of financing them.
- Public hearings are conducted to obtain taxpayer comments.
- Prior to December 31, the budget is legally adopted through passage of a resolution.
- Revisions that alter the total expenditures of any fund must be approved by the City Council.
- All appropriations lapse at year-end.

In 2025, the component unit Urban Renewal Authority exceeded appropriations. Budgetary information presented in the financial statements for the Wheat Ridge Urban Renewal Authority was approved by the governing board of the Wheat Ridge Urban Renewal Authority.

City of Wheat Ridge

Other Supplementary Information

City of Wheat Ridge
Combining Balance Sheet
Nonmajor Governmental Funds
December 31, 2025

	Municipal Court	Conservation Trust	Crime Prevention	Public Art	Equipment Replacement	Wheat Ridge Housing	Totals
ASSETS							
Cash and investments	$ 70,733	$ 513,548	$ 254,280	$ 517,377	$ 31,864	$ 200,727	$ 1,588,529
Accounts receivable	-	-	39,802	250,000	59,013	-	348,815
Total Assets	$ 70,733	$ 513,548	$ 294,082	$ 767,377	$ 90,877	$ 200,727	$ 1,937,344
LIABILITIES							
Accounts payable	$ 979	$ 40,616	$ 1,351	$ 135,000	$ 59,129	$ -	$ 237,075
Accrued liabilities	-	22,353	14,888	-	60,696	-	97,936
Total Liabilities	979	62,969	16,239	135,000	119,825	-	335,011
FUND BALANCES							
Restricted for:							
Open space and parks	-	364,725	-	-	-	-	364,725
Crime prevention activities	-	-	277,843	-	-	-	277,843
Committed to:							
Municipal court	69,754	-	-	-	-	-	69,754
Housing	-	-	-	-	-	200,727	200,727
Public art	-	-	-	414,327	-	-	414,327
Assigned to:							
Subsequent year's budget	-	85,854	-	218,050	-	-	303,904
Unassigned	-	-	-	-	(28,948)	-	(28,948)
Total Fund Balances	69,754	450,579	277,843	632,377	(28,948)	200,727	1,602,332
Total Liabilities and Fund Balances	$ 70,733	$ 513,548	$ 294,082	$ 767,377	$ 90,877	$ 200,727	$ 1,937,344

City of Wheat Ridge

Combining Statement of Revenues, Expenditures and Changes in Fund Balances — Nonmajor Governmental Funds

Year Ended December 31, 2025

	Municipal Court	Conservation Trust	Crime Prevention	Public Art	Equipment Replacement	Wheat Ridge Housing	Totals
REVENUES							
Taxes	$ -	$ -	$ 555,105	$ 13,397	$ -	$ -	$ 568,502
Intergovernmental	-	383,221	-	-	122,814	-	506,035
Charges for services	-	-	-	5,831	-	-	5,831
Fines and forfeitures	7,561	-	3,592	-	-	-	11,153
Investment Income	1,883	54,720	2,970	9,049	5,255	108	73,985
Total Revenues	9,444	437,941	561,667	28,277	128,069	108	1,165,506
EXPENDITURES							
Current:							
General Government	11,980	-	-	-	37,853	125,503	175,336
Police	-	-	923,185	-	-	-	923,185
Capital Outlay	-	561,942	-	162,750	706,611	-	1,431,303
Total Expenditures	11,980	561,942	923,185	162,750	744,464	125,503	2,529,824
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(2,536)	(124,001)	(361,518)	(134,473)	(616,395)	(125,395)	(1,364,318)
OTHER FINANCING USES							
Transfers in	-	-	-	76,000	-	-	76,000
NET CHANGES IN FUND BALANCES	(2,536)	(124,001)	(361,518)	(58,473)	(616,395)	(125,395)	(1,288,318)
FUND BALANCES, BEGINNING OF YEAR	72,290	574,580	639,361	690,850	587,447	326,122	2,890,650
FUND BALANCES, END OF YEAR	$ 69,754	$ 450,579	$ 277,843	$ 632,377	$ (28,948)	$ 200,727	$ 1,602,332

City of Wheat Ridge
Municipal Court Fund
Schedule of Revenues, Expenditures
and Changes in Fund Balance—Budget and Actual
Year Ended December 31, 2025

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
REVENUES				
Fines and forfeitures	$ 7,300	$ 7,300	$ 7,561	$ 261
Investment income	2,500	2,500	1,883	(617)
Total Revenues	9,800	9,800	9,444	(356)
EXPENDITURES				
Current:				
General government	16,550	24,691	11,980	12,711
Total Expenditures	16,550	24,691	11,980	12,711
NET CHANGE IN FUND BALANCE	(6,750)	(14,891)	(2,536)	12,355
Fund Balance -Beginning of Year	59,366	72,290	72,290	-
FUND BALANCE - END OF YEAR	$ 52,616	$ 57,399	$ 69,754	$ 12,355

City of Wheat Ridge
Conservation Trust Fund
Schedule of Revenues, Expenditures
and Changes in Fund Balance—Budget and Actual
Year Ended December 31, 2025

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
REVENUES				
Intergovernmental	$ 425,000	$ 485,735	$ 383,221	$ (102,514)
Investment income	25,187	25,187	54,720	29,533
Total Revenues	450,187	510,922	437,941	(72,981)
EXPENDITURES				
Current:				
Capital outlay	500,530	859,216	561,942	297,274
Total Expenditures	500,530	859,216	561,942	297,274
NET CHANGE IN FUND BALANCE	(50,343)	(348,294)	(124,001)	224,293
Fund Balance -Beginning of Year	213,018	574,580	574,580	-
FUND BALANCE - END OF YEAR	$ 162,675	$ 226,286	$ 450,579	$ 224,293

City of Wheat Ridge
Crime Prevention Fund
Schedule of Revenues, Expenditures
and Changes in Fund Balance—Budget and Actual
Year Ended December 31, 2025

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
REVENUES				
Lodgers taxes	$ 600,000	$ 600,000	$ 555,105	$ (44,895)
Fines and forfeitures	6,000	6,000	3,592	(2,408)
Investment income	3,500	3,500	2,970	(530)
Total Revenues	609,500	609,500	561,667	(47,833)
EXPENDITURES				
Current:				
Police	852,048	852,048	923,185	(71,137)
Total Expenditures	852,048	852,048	923,185	(71,137)
NET CHANGE IN FUND BALANCE	(242,548)	(242,548)	(361,518)	(118,970)
Fund Balance -Beginning of Year	588,415	588,415	639,361	50,946
FUND BALANCE - END OF YEAR	$ 345,867	$ 345,867	$ 277,843	$ (68,024)

City of Wheat Ridge
Public Art Fund
Schedule of Revenues, Expenditures and Changes in Fund Balance—Budget and Actual
Year Ended December 31, 2025

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
REVENUES				
Use taxes	$ 20,000	$ 20,000	$ 13,397	$ (6,603)
Charges for services	5,100	5,100	5,831	731
Investment income	10,500	10,500	9,049	(1,451)
Total Revenues	35,600	35,600	28,277	(7,323)
EXPENDITURES				
Current:				
Capital outlay	222,742	687,992	162,750	525,242
Total Expenditures	222,742	687,992	162,750	525,242
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(187,142)	(652,392)	(134,473)	517,919
OTHER FINANCING SOURCES (USES)				
Transfers in	222,742	222,742	76,000	146,742
NET CHANGE IN FUND BALANCE	35,600	(429,650)	(58,473)	371,177
FUND BALANCE, BEGINNING OF YEAR	381,399	690,850	690,850	-
FUND BALANCE, END OF YEAR	$ 416,999	$ 261,200	$ 632,377	$ 371,177

City of Wheat Ridge
Equipment Replacement Fund
Schedule of Revenues, Expenditures
and Changes in Fund Balance—Budget and Actual
Year Ended December 31, 2025

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
REVENUES				
Intergovernmental	$ 327,461	$ 327,461	$ 122,814	$ (204,647)
Investment income	6,500	6,500	5,255	(1,245)
Total Revenues	333,961	333,961	128,069	(205,892)
EXPENDITURES				
Current:				
General Government	50,000	67,300	37,853	29,447
Capital outlay	858,813	858,813	706,611	152,202
Total Expenditures	908,813	926,113	744,464	181,649
NET CHANGE IN FUND BALANCE	(574,852)	(592,152)	(616,395)	(24,243)
FUND BALANCE, BEGINNING OF YEAR	667,028	587,447	587,447	-
FUND BALANCE, END OF YEAR	$ 92,176	$ (4,705)	$ (28,948)	$ (24,243)

City of Wheat Ridge
Wheat Ridge Housing Fund
Schedule of Revenues, Expenditures and Changes in Fund Balance—Budget and Actual
Year Ended December 31, 2025

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
REVENUES				
Investment income	$ 200	$ 200	$ 108	$ (92)
Total Revenues	200	200	108	(92)
EXPENDITURES				
General government	178,164	184,344	125,503	58,841
Total Expenditures	178,164	184,344	125,503	58,841
NET CHANGE IN FUND BALANCE	(177,964)	(184,144)	(125,395)	58,749
FUND BALANCE, BEGINNING OF YEAR	285,987	326,122	326,122	-
FUND BALANCE, END OF YEAR	$ 108,023	$ 141,978	$ 200,727	$ 58,749

City of Wheat Ridge
Capital Projects Fund
Schedule of Revenues, Expenditures
and Changes in Fund Balance—Budget and Actual
Year Ended December 31, 2025

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
REVENUES				
Lodgers taxes	$ 450,000	$ 450,000	$ 368,228	$ (81,772)
Intergovernmental	6,800,000	6,800,000	6,698,163	(101,837)
Charges for services	40,000	40,000	103,180	63,180
Investment income	7,500	7,500	6,127	(1,373)
Miscellaneous	-	-	374	374
Total Revenues	7,297,500	7,297,500	7,176,072	(121,428)
EXPENDITURES				
Public works	-	-	221,425	(221,425)
Capital outlay	12,443,000	19,794,795	12,482,313	7,312,482
Total Expenditures	12,443,000	19,794,795	12,703,738	7,091,057
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(5,145,500)	(12,497,295)	(5,527,666)	6,969,629
OTHER FINANCING SOURCES (USES)				
Loan proceeds	-	-	1,200,000	(1,200,000)
Transfers in	-	-	5,000,000	5,000,000
NET CHANGE IN FUND BALANCE	(5,145,500)	(12,497,295)	672,334	13,169,629
FUND BALANCE, BEGINNING OF YEAR	7,062,776	7,062,776	5,538,103	(1,524,673)
FUND BALANCE, END OF YEAR	$ 1,917,276	$ (5,434,519)	$ 6,210,437	$ 11,644,956

City of Wheat Ridge
URA Projects Fund
Schedule of Revenues, Expenditures
and Changes in Fund Balance—Budget and Actual
Year Ended December 31, 2025

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
REVENUES				
Intergovernmental	$ 12,275,374	$ 12,275,374	$ 2,302,210	$ (9,973,164)
Miscellaneous	-	-	308,626	308,626
Total Revenues	12,275,374	12,275,374	2,610,836	(9,664,538)
EXPENDITURES				
Current:				
General government	-	714,482	267,222	447,260
Capital outlay	13,560,000	18,803,946	1,338,952	17,464,994
Total Expenditures	13,560,000	19,518,428	1,606,174	17,912,254
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(1,284,626)	(7,243,054)	1,004,662	8,247,716
OTHER FINANCING SOURCES (USES)				
Transfers out	-	-	(16,000)	(16,000)
NET CHANGE IN FUND BALANCE	(1,284,626)	(7,243,054)	988,662	8,231,716
FUND BALANCE, BEGINNING OF YEAR	1,284,626	3,536,502	3,536,502	-
FUND BALANCE, END OF YEAR	$ -	$ (3,706,552)	$ 4,525,164	$ 8,231,716

City of Wheat Ridge
Component Unit - Urban Renewal Authority
Balance Sheet
December 31, 2025

ASSETS	
Cash and investments	$ 19,666,203
Restricted cash and investments	11,046,547
Accounts receivable	389,746
Property taxes receivable	5,856,380
Notes receivable	1,200,000
Total Assets	$ 38,158,876
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCE	
LIABILITIES	
Accounts payable	3,736,596
Total Liabilities	3,736,596
DEFERRED INFLOWS OF RESOURCES	
Deferred revenue	93,187
Property taxes	5,856,380
Total Deferred Inflows of Resources	5,949,567
FUND BALANCE	
Restricted for debt service	3,066,281
Restricted for capital projects	7,980,266
Unassigned	17,426,166
Total Fund Balance	28,472,713
Total Liabilities, Deferred Inflows of Resources, and Fund Balance	$ 38,158,876
Amounts reported for the component unit in the statement of net position are different because:	
Total fund balance of component unit	$ 28,472,713
Capital assets used in governmental activities are not current financial resources, and therefore, are not reported in governmental funds.	4,749,886
Long-term liabilities are not due and payable in the current year and, therefore, are not reported in governmental funds.	
Bonds payable	(40,020,000)
Bond premium	(5,661,519)
Accrued interest	(140,342)
Total Net Position of Component Unit	$ (12,599,262)

City of Wheat Ridge
Component Unit — Urban Renewal Authority
Statement of Revenues, Expenditures and Changes in Fund Balance
Year Ended December 31, 2025

REVENUES		
Property tax increment	$	4,362,924
Sales tax increment		692,318
Investment income		940,479
Miscellaneous		880
Total Revenues		5,996,601
EXPENDITURES		
Current:		
Community development		3,089,259
Public works		2,782,423
Debt service:		
Principal		740,000
Interest		1,717,200
Total Expenditures		8,328,882
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES		(2,332,281)
OTHER FINANCING SOURCES (USES)		
Transfers		(1,808,588)
Total Other Financing Sources (Uses)		(1,808,588)
NET CHANGE IN FUND BALANCE		(4,140,869)
Fund Balance - Beginning of Year		32,613,582
Fund Balance - End of Year	$	28,472,713
Amounts reported for the component unit in the statement of activities are different because:		
Net Change in Fund Balance of Component Unit	$	(4,140,869)
Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.		(124,997)
Repayment of debt principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position and does not affect the statement of activities.		740,000
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds. This amount represents changes in accrued interest payable and amortization of bond premium.		629,660
Change in Net Position of Component Unit	$	(2,896,206)

City of Wheat Ridge

Component Unit — Urban Renewal Authority
Schedule of Revenues, Expenditures and Changes in Fund Balance—Budget and Actual
Year Ended December 31, 2025

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
REVENUES				
Property tax increment	$ 5,355,000	$ 5,355,000	$ 4,362,924	$ (992,076)
Sales tax increment	545,000	545,000	692,318	147,318
Investment income	755,000	755,000	940,479	185,479
Miscellaneous	15,000	15,000	880	(14,120)
Total Revenues	6,670,000	6,670,000	5,996,601	(673,399)
EXPENDITURES				
Current:				
Community development	1,436,500	3,089,351	3,089,259	92
Capital outlay	2,075,870	2,878,924	2,782,423	96,501
Debt service:				
Principal	-	-	740,000	(740,000)
Interest	1,713,700	1,717,200	1,717,200	-
Total Expenditures	5,226,070	7,685,475	8,328,882	(643,407)
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	1,443,930	(1,015,475)	(2,332,281)	(1,316,806)
OTHER FINANCING SOURCES (USES)				
Transfers to primary government	(7,885,374)	(7,885,374)	(1,808,588)	6,076,786
Total Other Financing Sources (Uses)	(7,885,374)	(7,885,374)	(1,808,588)	6,076,786
NET CHANGE IN FUND BALANCE	(6,441,444)	(8,900,849)	(4,140,869)	4,759,980
FUND BALANCE, BEGINNING OF YEAR	30,839,290	30,948,420	32,613,582	1,665,162
FUND BALANCE, END OF YEAR	$ 24,397,846	$ 22,047,571	$ 28,472,713	$ 6,425,142

City of Wheat Ridge

Compliance Section

LOCAL HIGHWAY FINANCE REPORT			STATE: COLORADO
THIS INFORMATION FROM THE RECORDS OF: City of Wheat Ridge	PREPARED BY: Mark Colvin	mcolvin@wheatridge.gov	REPORT YEAR ENDING 12/2025

I. DISPOSITION OF HIGHWAY-USER REVENUES AVAILABLE FOR LOCAL GOVERNMENT EXPENDITURE

ITEM	A. Local Motor-Fuel Taxes	B. Local Motor-Vehicle Taxes	C. Receipts from State Highway-User Taxes	D. Receipts from Federal Highway Administration
1. Total receipts available				
2. Minus amount used for collection expenses				
3. Minus amount used for nonhighway purposes				
4. Minus amount used for mass transit				
5. Total (1 - (2 through 4))				

II. RECEIPTS FOR ROAD AND STREET PURPOSES - DETAIL

ITEM	AMOUNT	ITEM	AMOUNT
A.3. Other Local Imposts:		**A.4. Miscellaneous Local Receipts:**	
a. Property Taxes and Assesments	1,474,557.83	a. Interest on investments	458,085.69
b. Non-property Taxes and Assessments Imposts	10,834,614.26	b. Other Misc. Local Receipts	3,242,853.46
c. Total (a + b)	$ 12,309,172.09	**c. Total (a + b)**	$ 3,700,939.15
ITEM	**AMOUNT**	**ITEM**	**AMOUNT**
C. Receipts from State Government		**D. Receipts from Federal Government**	
1. Highway-user Taxes (from Item I.C.5.)	1,162,551.40	1. FHWA (from Item I.D.5.)	3,160,851.74
2. State General Funds		2. Other Federal Agencies:	
3. Other State funds:			
a. State Bond Proceeds			
b. Non-State Bond Proceeds	1,936,726.87		
c. Total (a + b)	$ 1,936,726.87		
4. Total (1 + 2 + 3c)	$ 3,099,278.27	**3. Total (1 + 2)**	$ 3,160,851.74

III. EXPENDITURES FOR ROAD AND STREET PURPOSES - DETAIL

ITEM	AMOUNT
A.1. Capital outlay:	
a. Right-Of-Way Costs	
b. Engineering Costs	1,019,497.24
c. Construction Costs	11,898,518.79
d. Total Capital Outlay (a+ b + c)	$ 12,918,016.03

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LOCAL HIGHWAY FINANCE REPORT

STATE: COLORADO

REPORT YEAR ENDING DATE(mm/yyyy): 12/2025

I. DISPOSITION OF HIGHWAY-USER REVENUES AVAILABLE FOR LOCAL GOVERNMENT EXPENDITURE

ITEM	A. Local Motor-Fuel Taxes	B. Local Motor-Vehicle Taxes	C. Receipts from State Highway-User Taxes	D. Receipts from Federal Highway Administration
1. Amount used for highway purposes				

II. RECEIPTS FOR ROAD AND STREET PURPOSES

ITEM	AMOUNT
A. Receipts from Local Sources:	
1. Local Highway-user Taxes	
a. Motor Fuel (from Item I.A.1)	
b. Motor Vehicle (from Item I.B.1)	
c. Total (a + b)	
2. General Fund Appropriations	
3. Other Local Imposts (from page 1, Item II.A3.c)	$ 12,309,172.09
4. Miscellaneous Local Receipts (from page 1, Item II.A4.c)	$ 3,700,939.15
5. Transfers from Toll Facilities	
6. Proceeds of Sale of Bonds and Notes:	
a. Bonds - Original Issues	1,399,839.62
b. Bonds - Refunding Issues	
c. Notes	
d. Total (a + b + c)	$ 1,399,839.62
7. Total (1 through 6)	$ 17,409,950.86
B. Private Contributions	
C. Receipts from State government (from page 1, Item II.C.4)	$ 3,099,278.27
D. Receipts from Federal government (from page 1, Item II.D.3)	$ 3,160,851.74
E. Total receipts (A.7 + B + C + D)	$ 23,670,080.87

III. EXPENDITURES FOR ROAD AND STREET PURPOSES

ITEM	AMOUNT
A. Local highway expenditures:	
1. Capital Outlay (from page 1, Item III.A1.d)	$ 12,918,016.03
2. Maintenance:	4,658,228.90
3. Road and Street Services:	
a. Snow and Ice Removal	70,325.33
b. Other & Traffic Control Operations	26,946.84
c. Total (a + b)	$ 97,272.17
4. General Administration & Miscellaneous	552,269.69
5. Highway Law Enforcement and Safety	4,288,601.58
6. Total (1 through 5)	$ 22,514,388.37
B. Debt Service on Local Obligations:	
1. Bonds:	
a. Interest	1,155,692.51
b. Redemption	
c. Total (a + b)	$ 1,155,692.51
2. Notes:	
a. Interest	
b. Redemption	
c. Total (a + b)	$ -
3. Total (1c + 2c)	$ 1,155,692.51
C. Payments to State for Highways	
D. Payments to Toll Facilities	
E. Total Expenditures (A6 + B3 + C + D)	$ 23,670,080.87

IV. LOCAL HIGHWAY DEBT STATUS

(Show all entries at par)

ITEM	OPENING DEBT	AMOUNT ISSUED	REDEMPTIONS	CLOSING DEBT
A. Bonds (Total)		$ 1,399,839.62	$ -	$ 1,399,839.62
1. Bonds (Refunding Portion)		$ -		
B. Notes (Total)		$ -	$ -	$ -

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Honorable Mayor and the City Council
City of Wheat Ridge, Colorado

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of City of Wheat Ridge, Colorado, as of and for the year ended December 31, 2025, and the related notes to the financial statements, which collectively comprise City of Wheat Ridge, Colorado's basic financial statements, and have issued our report thereon dated September 4, 2026.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered City of Wheat Ridge, Colorado's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of City of Wheat Ridge, Colorado's internal control. Accordingly, we do not express an opinion on the effectiveness of City of Wheat Ridge, Colorado's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether City of Wheat Ridge, Colorado's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

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The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Littleton, Colorado
September 4, 2026

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Honorable Mayor and the City Council
City of Wheat Ridge, Colorado

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited City of Wheat Ridge, Colorado's compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of City of Wheat Ridge, Colorado's major federal programs for the year ended December 31, 2025. City of Wheat Ridge, Colorado's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, City of Wheat Ridge, Colorado complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2025.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of City of Wheat Ridge, Colorado and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of City of Wheat Ridge, Colorado's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to City of Wheat Ridge, Colorado's federal programs.

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Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on City of Wheat Ridge, Colorado's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about City of Wheat Ridge, Colorado's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding City of Wheat Ridge, Colorado's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of City of Wheat Ridge, Colorado's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of City of Wheat Ridge, Colorado's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.



Littleton, Colorado
September 4, 2026

City of Wheat Ridge
Schedule of Expenditures of Federal Awards
For the Year Ended December 31, 2025

Federal Agency/Program	Federal Assistance Listing Number	Pass-Through Entity Name	Passed-through to Subrecipients ($)	Amount
Highway Safety Cluster-Cluster				
Department of Transportation				
State and Community Highway Safety				
State and Community Highway Safety	20.600	Colorado Department of Transportation		$ 23,728
Total State and Community Highway Safety			-	23,728
National Priority Safety Programs				
National Priority Safety Programs	20.616	Colorado Department of Transportation		50,179
National Priority Safety Programs	20.616	Colorado Department of Transportation		5,089
Total National Priority Safety Programs			-	55,268
Total Department of Transportation				78,996
Total Highway Safety Cluster-Cluster				78,996
Other Programs (Treated individually for major program determination)				
United States Department of Agriculture				
Inflation Reduction Act Urban & Community Forestry Program				
Inflation Reduction Act Urban & Community Forestry Program	10.727	Urban Sustainability Directors Network		380,351
Total Inflation Reduction Act Urban & Community Forestry Program			-	380,351
Total United States Department of Agriculture				380,351
Department of the Interior				
Outdoor Recreation Acquisition, Development and Planning				
Outdoor Recreation Acquisition, Development and Planning	15.916	Colorado Department of Natural Resources		354,377
Total Outdoor Recreation Acquisition, Development and Planning			-	354,377
Total Department of the Interior				354,377
United States Department of Justice				
Edward Byrne Memorial Justice Assistance Grant Program				
Edward Byrne Memorial Justice Assistance Grant Program	16.738	Colorado Division of Criminal Justice		9,546
Total Edward Byrne Memorial Justice Assistance Grant Program			-	9,546
Total United States Department of Justice				9,546
Department of Transportation				
Highway Planning and Construction				
Highway Planning and Construction	20.205	Colorado Department of Transportation		462,235
Highway Planning and Construction	20.205	Colorado Department of Transportation		4,279,870
Highway Planning and Construction	20.205	Colorado Department of Transportation		7,435
Total Highway Planning and Construction			-	4,749,540
Total Department of Transportation				4,749,540
Small Business Administration				
Congressional Grants				
Congressional Grants	59.059	Small Business Administration	200,000	200,000
Total Congressional Grants				200,000
Total Small Business Administration				200,000
Executive Office of The President				
High Intensity Drug Trafficking Areas Program				
High Intensity Drug Trafficking Areas Program	95.001			18,178
Total High Intensity Drug Trafficking Areas Program			-	18,178
Total Executive Office of The President				18,178
Total Other Programs (Treated individually for major program determination)				5,711,992
Total Expenditures of Federal Awards			$ 200,000	$ 5,790,988

The accompanying notes are an integral part of this schedule

City of Wheat Ridge
Schedule of Expenditures of Federal Awards
For the Year Ended December 31, 2025

Notes to the Schedule

1. **Basis of Presentation**
   The accompanying schedule of expenditures of federal awards (the "Schedule") includes the federal award activity of the City of Wheat Ridge, Colorado under programs of the federal government for the year ended December 31, 2025. The information in this Schedule is presented in accordance with the requirements of Title 2 *U.S. Code of Federal Regulations* Part 200*, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the City of Wheat Ridge, Colorado, it is not intended to and does not present the financial position or changes in net position of the City of Wheat Ridge, Colorado.

2. **Summary of Significant Accounting Policies**
   Expenditures reported on the Schedule are reported on the modified accrual basis of accounting. Expenditures are recognized when they become a demand on current available financial resources. Encumbrances are used during the year for budgetary control purposes and lapse at fiscal year-end. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

3. **Indirect Cost Rate**
   City of Wheat Ridge, Colorado has elected not to use the 10% de minimis indirect cost rate allowed under the Uniform Guidance.

City of Wheat Ridge
Supplemental Information

Schedule of Findings and Questioned Costs for the Year Ended December 31, 2025

1. **Summary of Auditors' Results**

Type of report issued on the financial statements:	**Unmodified**
Material weaknesses in financial reporting internal control noted:	**No**
Significant deficiencies identified that are not considered to be material weaknesses in financial reporting:	**None identified**
Material noncompliance noted:	**None**
Material weaknesses in internal control over major programs:	**None**
Significant deficiencies identified that are not considered to be material weaknesses over major programs:	**None identified**
Type of report issued on compliance for major programs:	**Unmodified**
Audit findings required to be reported:	**None**
The following programs are considered to be major:	
Highway Planning and Construction – ALN 20.205	
Dollar threshold used to distinguish Type A and Type B programs:	**$1,000,000**
Risk type qualification:	**Not low-risk**

2. **Findings relating to the financial statements which are required to be reported in accordance with *Government Auditing Standards*.**

None

3. **Findings and questioned costs for Federal Awards**

None

4. **Summary Schedule of Prior Audit Findings**

2024 – 001: Financial Close and Reporting

Status: Corrective action implemented in 2025

Auditor Comment: During 2025, the City implemented more robust year-end review procedures, including improved tracking of accruals, receivables, and project reimbursements related to the City's financial records. Reconciliations of the City records were performed in a more timely and consistent manner.

No material misstatements related to WURA's accrual process are identified in 2025.

City of Wheat Ridge

Audit Presentation to the City Council
For The Year Ending December 31, 2025

September 14, 2026

ATTACHMENT 3

Haynie

Agenda

- Engagement team
- Audit procedures
- Financial highlights
- Required communications
- Corrected and Uncorrected misstatements
- GAS Reporting
- Upcoming GASB Pronouncements
- Q&A

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ENGAGEMENT TEAM

Christine McLeod, CPA, ChristineM@hayniecpas.com
303-995-4970
Audit Partner



Kate Brice, CPA, KateBrice@hayniecpas.com
978-210-4106
Audit Manager



Haynie

AUDIT PROCEDURES

Haynie


Planning
- Client acceptance
- Identify risks
- Identify key processes and transactions
- Establish engagement dates
- Determine materiality
Understand the Entity
- Review policies and procedures
- Review internal control documentation
- Perform walkthroughs of key processes
- Interview client personnel
- Review prior-year and interim financial data
- Review preliminary financial data
Develop Audit Approach
- Develop targeted audit procedures
- Determine sampling plan for testing
- Send third party confirmations
- Coordinate audit fieldwork with management
Audit Fieldwork
- Fieldwork
- Substantive testing
- Inquiries
- Analytical testing
- Review of audit results with management
Reporting
- Review draft financial statements
- Review schedule of expenditures of federal awards
- Issue final opinions
- Meet with audit committee or board of directors

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Engagement Status

We conducted our audit in accordance with United States Generally Accepted Auditing Standards and *Government Auditing Standards*. The objective of our audit was to obtain reasonable, not absolute, assurance about whether the financial statements are free from material misstatement.

Our opinions were issued on September 4, 2026, on the 2025 financial statements, as well as on internal controls and compliance related to major federal awards

Engagement Status

- Financial Statement Audit
    - Unmodified opinion
    - No findings
- Single Audit
    - One major program – Highway Planning and Construction
    - Unmodified opinion on program tested
    - No findings

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REQUIRED COMMUNICATIONS

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Selection of, or changes in, accounting policies or their application

- GASB 102, “Certain Risk Disclosures”. GASB 102 requires assessment of whether concentrations or constraints exist that could have a substantial impact. There was no material impact of this statement.

Accounting estimates

- Based on our review of the City’s critical accounting estimates, no significant changes were noted in the current period.
  - Depreciable lives
  - Discount rates applied to measuring leases and SBITA liabilities
  - Rate applied to measuring salary related payments for compensated absences

Disagreements with management

- We encountered no disagreements with management about matters that, individually or in the aggregate, that could be significant to
  - The City’s financial information
  - Our audit procedures

Difficulties encountered in performing the audit

- No difficulties were encountered

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Management consultation with other accountants

- We are not aware of any consultations management had with other accountants about significant review or accounting matters.

Management representation

- Management signed a representation letter prior to issuance of the report.

Other matters

- Required supplementary information – no opinion and no assurance
- Other supplementary information – in-relation-to opinion
- Statistical information – no opinion and no assurance

CORRECTED AND UNCORRECTED MISSTATEMENTS

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Corrected and Uncorrected Misstatements

- No corrected or uncorrected misstatements noted

GAS Reporting

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Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

- Description of scope of testing of internal control and compliance and results of testing
  - *Deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis.
    - *Material weakness*
      - deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis.
        - None reported
    - *Significant deficiency*
      - deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.
        - None reported
- Schedule of Findings and Questioned Costs

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Upcoming GASB Pronouncements

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Pronouncement	Status	Date Issued	Effective Date (fiscal years beginning after)
Statement No. 103: Financial Reporting Model of Improvements The objective of this Statement is to improve key components of the financial reporting model to enhance its effectiveness in providing information that is essential for decision making and assessing a government's accountability. This Statement also addresses certain application issues.	***Final***	***4/1/2024***	***6/15/2025***
Statement No. 104: Disclosure of Certain Capital Assets State and local governments are required to provide detailed information about capital assets in notes to financial statements. Statement No. 34, Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments, requires certain information regarding capital assets to be presented by major class. The objective of this Statement is to provide users of government financial statements with essential information about certain types of capital assets.	***Final***	***9/1/2024***	***6/15/2025***
Statement No. 105: Subsequent Events This statement supersedes the existing subsequent events guidance in GASB Statement 56. The primary objective of this Statement is to improve the financial reporting requirements for subsequent events, thereby enhancing consistency in their application and better meeting the information needs of financial statement users.	***Final***	***12/1/2025***	***6/15/2026***

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QUESTIONS AND ANSWERS

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THANK YOU!

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ITEM NUMBER: 3
DATE: September 14, 2026

REQUEST FOR CITY COUNCIL ACTION

MOTION

TITLE: A MOTION TO APPROVE THE PURCHASE OF THE FORMER WILMORE DAVIS ELEMENTARY SCHOOL FROM JEFFERSON COUNTY PUBLIC SCHOOLS AND TO AUTHORIZE THE EXECUTION OF A PURCHASE AND SALE AGREEMENT AND RELATED DOCUMENTS REQUIRED FOR SUCH ACQUISITION

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

QUASI-JUDICIAL ☐YES ☒NO

ISSUE:

The purpose of this action is to request City Council approval of the purchase of the former Wilmore Davis Elementary School. The proposed acquisition is part of a public-private partnership through which the City intends to acquire the entire 7-acre site from Jefferson County Public Schools, retain approximately 2.5 acres for permanent park and recreation use, and convey the building and remaining 4.5 acres to Spectra Centers for reuse as a special education facility school.

PRIOR ACTION:

City Council has received multiple briefings and updates related to school closures and future reuse over the last several years, including:

- October 2022: Initial briefing from staff on potential school closures
- November 2022: More detailed briefing prior to school closures
- November 2023: School district update on closed school properties
- April 2024: School district update, including disposition planning
- February 2026: Staff proposal to advance an RFI
- June 2026: Staff presentation of Wilmore Davis RFI responses
- July 2026: Staff presentation of draft Purchase and Sale Agreements (PSAs)

During the study session on July 27, 2026, Council reviewed the draft PSAs between the

City, Jeffco Schools, and Spectra Centers and provided consensus to proceed with the proposed transaction framework.

FINANCIAL IMPACT:

The purchase price for the entire 7-acre site is $2,840,000. The City will purchase the entire site from Jefferson County Public Schools, then subsequently convey approximately 4.5 acres, including the existing school building, to Spectra Centers for a sale price of $2,750,000. The City would retain approximately 2.5 acres for permanent park and recreation use.

The City's total net costs are estimated at $300,000. These costs include the difference between the purchase and sale price ($90,000), the 3% brokerage commission on Spectra's purchase (estimated at $82,500), the initial cost of a fence separating the park and school (estimated at $123,000), plus customary closing costs and associated survey work.

The proposed costs are within the $2.0 million budgeted in the 2026 Open Space Fund for acquisition and/or development of parkland at Wilmore Davis and Kullerstrand. Staff continues to evaluate funding through Jefferson County Open Space's Land Conservation Partnership Program, which could further reduce the City's net cost.

BACKGROUND:

Wilmore Davis Property

Jefferson County Public Schools closed Wilmore Davis Elementary School in May 2023 as part of the district's closure of 16 elementary schools. Following the closure, City Council requested that Jeffco Schools delay disposition of the property until the City completed its City Plan and Parks and Recreation Pathway. Both plans were adopted in fall 2025 and identify the need for additional park and recreation opportunities in the area and support thoughtful reuse of the former school property.

In February 2026, City Council supported a public-private partnership approach under which the City would seek to acquire a portion of the property for long-term park use while identifying a partner to reuse the existing school building and remaining property. The City subsequently issued a Request for Interest (RFI) in coordination with Jeffco Schools and its consultant, JLL. The City received nine responses for the Wilmore Davis property. After evaluating the responses against the criteria established in the RFI, including compatibility with the City's proposed park use, consistency with adopted City plans, community benefit, financial feasibility, implementation considerations, and the ability to support an efficient disposition process, staff recommended Spectra Centers as the City's preferred partner.

On June 22, 2026, City Council expressed consensus supporting Spectra Centers as the preferred partner and authorized staff to proceed with a nonbinding Letter of Intent and

preparation of the agreements necessary to advance the proposed transaction.

Proposed Acquisition
Jefferson County Public Schools owns the former Wilmore Davis Elementary School property, and the City is pursuing acquisition through the district's Municipal Interest Process.

Under this process, the proposed transaction is structured as two consecutive real estate transactions. First, the City would acquire the entire Wilmore Davis property from Jeffco Schools through the district's Municipal Interest Process. Following that acquisition, the City would retain approximately 2.5 acres for park and recreation use and convey the remaining approximately 4.5-acre parcel to Spectra Centers.

The City's acquisition of the full property is necessary to facilitate the proposed partnership and allow the City to establish the desired park area while providing for compatible reuse of the existing school building and remaining property.

The PSA between the City and Jeffco Schools establishes the terms and conditions for the City's acquisition of the property. The PSA presented for approval is substantially consistent with the draft reviewed by Council at the July 27, 2026 study session. Major provisions include:

- Purchase of the entire Wilmore Davis property by the City;
- Purchase price of $2,840,000;
- Due diligence and other customary acquisition provisions;
- Conditions related to the City's ability to complete the anticipated subsequent transaction with Spectra Centers; and
- Closing provisions coordinated with the City's proposed sale of the Spectra parcel.

The Jefferson County School Board reviewed the land transaction in a study session on September 2 and is scheduled to approve the transaction on their September 10, 2026, consent agenda.

Recent Updates
A neighborhood meeting was held on Tuesday, September 1, 2026, at the school. Representatives from Spectra and Jeffco Schools presented information, along with the District II Councilmembers and the City's Parks and Recreation and Community Development directors. Approximately 40 neighbors attended. A few clarifying questions were asked, and comments were generally positive. Overall, attendees were supportive of the proposed reuse and eager to begin planning for the park.

RECOMMENDATIONS:

Staff recommend approval of the Purchase and Sale Agreement with Jefferson County Public Schools.

RECOMMENDED MOTIONS:

“I move to approve the purchase of the former Wilmore Davis Elementary School property from Jefferson County Public Schools and to authorize the execution of a Purchase and Sale Agreement and related documents required for such acquisition.”

Or,

“I move not to approve the purchase of the former Wilmore Davis Elementary School property from Jefferson County Public Schools for the following reason(s)….”

REPORT PREPARED/REVIEWED BY:

Lauren Mikulak, Community Development Director
Patrick Goff, City Manager

ATTACHMENTS:

1. Purchase and Sale Agreement

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

(WILMORE DAVIS SCHOOL)

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (this "Agreement") is made and entered into as of the ____ day of _____, 2026 ("Effective Date") by and between the **CITY OF WHEAT RIDGE, COLORADO** (the "Buyer") and the **JEFFERSON COUNTY SCHOOL DISTRICT R-1, JEFFERSON COUNTY PUBLIC SCHOOLS** (the "Seller"), together referred to as the "Parties."

RECITALS

A. Seller is the owner of the real property generally located at 7975 W 41st Ave in the City of Wheat Ridge, which contains approximately 7 acres of land, County Assessor AIN/Parcel ID 39-233-00-010, and depicted in **Exhibit A** attached hereto and fully incorporated herein by this reference (the "Property").

B. The Property consists of the Wilmore Davis Elementary School (the "School") building and associated improvements, built in 1955.

C. As a part of a district-wide reassessment of its enrollment patterns and associated facility needs, the Seller determined in November 2022 that the School is no longer needed in this location. The Seller has since declared the Property as surplus and expressed a willingness to dispose of the same for an appropriate use.

D. The Seller has established a municipal interest process to provide municipalities the opportunity to purchase a vacant school site prior to public marketing, thereby supporting potential partnerships that enable thoughtful and creative reuse of former school properties, including the subject Property.

E. The Buyer intends, with the Seller's approval, to replat the Property into two parcels: Lot 1 containing the School building and a portion of the adjacent land, and Lot 2 containing the remaining portion of the Property, consisting of open space and athletics fields.

F. The Buyer will retain Lot 2, the open space and athletics fields portion of the Property, and will develop and maintain the same as a public park.

G. The Buyer has, simultaneously with execution of this agreement, entered into a Purchase and Sale Agreement with Spectra Centers, whereby the Buyer will, immediately upon closing of its purchase of the Property from the Seller, thereupon convey Lot 1, the School building and a portion of the Property, to Spectra Centers.

H. Spectra Centers is a Colorado based organization founded in 2003 which operates an approved Facility School through the Colorado Department of Education and also holds a Day Treatment License.

I. It is the intention of the Parties that Spectra Centers be a third-party beneficiary to this Agreement, with respect to the specific sections herein noted, to facilitate Spectra's review and evaluation of the School building and a portion of the Property in accordance with its desire to acquire the same.

J. Buyer is offering to purchase the Property from the Seller upon the terms and conditions set forth herein.

AGREEMENT

In consideration of the promises and agreements of the Parties contained herein, the sufficiency of which is hereby acknowledged by each of the Parties, Seller and Buyer do hereby promise and agree as follows:

1. **Sale and Purchase.** The Seller shall sell the Property to the Buyer, and Buyer shall purchase the Property from Seller, on the terms and conditions set forth in this Agreement.

2. **Purchase Price.** The purchase price for the Property (the "Purchase Price") to be paid by Buyer to Seller shall be $2,840,000.00. Seller and Buyer are exempt from paying ad valorem taxes. Unpaid assessments accruing in the year of Closing shall be prorated at Closing. Seller shall be responsible for and pay before Closing all unpaid assessments that are due and owing as of the Closing. Buyer shall be responsible for and pay all assessments that accrue after the Closing. The Purchase Price, as adjusted for any other credits and prorations specifically provided for herein, shall be paid by Buyer to Seller at the Closing by certified check, cashier's check, wire transfer, or other immediately available funds acceptable to Seller.

3. **Earnest Money Deposit.** Within twenty (20) days after the Effective Date, the Buyer shall cause to be delivered an Earnest Money Deposit of $30,000.00 to the title company (the "Title Company") who will be selected by Seller and serve as both the escrow agent and the title company for the acquisition. The Earnest Money Deposit shall be fully refundable until the expiration of the Due Diligence Period, then the Earnest Money Deposit will become nonrefundable and applicable to the Purchase Price.

4. **Title, Survey, Other Seller Deliveries.** Within ten (10) days after the Effective Date, Seller shall, at its sole cost and expense, place the order or provide Buyer with:

(a) A preliminary Title Commitment shall be provided from the Title Company in the amount of the Purchase Price and endorsed to cover Spectra Centers as an additional insured party. Copies of the documents listed in Schedule B-2 of the Title Commitment are referred to herein as "the Title Documents;" and

(b) The Due Diligence Materials (as identified in the attached **Exhibit B**) shall be provided, and also including without limitation, true, correct, and complete copies of all leases, subleases, license agreements and other agreements which relate to or affect the Property, and schedules of operation income and expenses from Seller's period of ownership, and all other receipts and expenditures and appropriate budgets. Seller shall also deliver or make available to Buyer any and all material within its possession or reasonable control which

Buyer may reasonably request in order to complete its evaluation and due diligence, including, without limitation, all financial, zoning, architectural, engineering, environmental, leasing, construction, title, survey, legal, and other information.

5. **Permitted Exceptions**. Title to the Property shall be free and clear of all liens and encumbrances, subject only to the permitted exceptions which Buyer accepts pursuant to Section 6 ("Title Defects"). At the Closing, Seller shall execute and deliver the standard form of mechanic's lien affidavit used by and acceptable to the Title Company to provide for the deletion of the standard printed exception from the Owner's Policy for liens arising against the Property for work or materials ordered or contracted for by Seller prior to the Closing. If a mineral reservation exists, the Buyer may request the Title Company to provide Endorsement 100.31 or a similar endorsement selected by Buyer with respect thereto, at Buyer's expense. Promptly after the Closing of both the purchase by Buyer from the Seller of the Property, and the purchase by Spectra Centers of Lot 1 from the City, Seller shall cause the Title Company to issue two title policies: (1) to Buyer an ALTA owner's Title Insurance Policy insuring title to Lot 2 of the Property in the amount of $90,000 and (2) to Spectra Centers an ALTA owner's Title Insurance Policy insuring title to Lot 1 in the amount of $2,750,000, subject only to the Permitted Exceptions. The Seller shall bear the cost of the Title Policies, and any extended coverage, mineral or other endorsements requested by Buyer or Spectra Centers shall be at their respective costs and expense.

6. **Title Defects**.

(a) Within seventy-five (75) days after the Effective Date, Buyer shall give Seller notice of all title defects or other objections shown in the Commitment and/or Survey, which are not consented to by Buyer as Permitted Exceptions, which notice may be given in a single notice or multiple notices, provided the same are delivered within the 75-day period. Any and all matters and exceptions affecting all or any portion of the Property disclosed by the Title Commitment (as exceptions, requirements, or otherwise) or Survey which are not the subject of a notice from Buyer to Seller given within the applicable period of time as provided herein, shall be deemed accepted by Buyer as Permitted Exceptions. If there is an endorsement to the Title Commitment that adds a new exception to title, a copy of the same and the modified Title Commitment shall promptly be delivered to Buyer, and Buyer shall have ten (10) days following receipt of the same to review and object to the same hereunder.

(b) In the event Buyer notifies Seller of any title defects or other matters shown by the Commitment and/or Survey which are objectionable as provided in Subsection 6.a., within ten (10) days after receipt of Buyer's title objection notice, Seller shall advise Buyer what, if anything, it intends to do with respect to each title matter to which Buyer objects. Notwithstanding anything in this Agreement to the contrary, other than monetary liens and monetary encumbrances, Seller shall have no obligation to cure any title matter to which Buyer objects, provided however Seller shall reasonably cooperate with Buyer in any effort by Buyer to cure such non-monetary title defects, understanding the expense to do so shall be borne exclusively by the Buyer. For purposes hereof, a title defect or exception shall be deemed cured if: (i) the Title Company deletes the defect from the Commitment or (ii) the Title Company undertakes in writing to add a provision to the Owner's Policy obligating the Title Company, within the limits of such Owner's Policy, to protect Buyer against all loss or damage incurred on account of such defect or exception. Prior to or at

the Closing, Seller shall discharge any and all monetary liens and monetary encumbrances on the Property including but not limited to any real and personal property taxes for the fiscal year preceding the conveyance, except for the Permitted Exceptions. Such liens and encumbrances, if any, may be satisfied from the proceeds of the sale of the Property. If any of the matters objected to by Buyer has not been cured or agreed to be cured by Seller prior to Closing on or before the last day of the Due Diligence Period (as hereinafter defined), Buyer may, by written notice to Seller at any time, either (i) terminate this Agreement, or (ii) waive such matters and accept the same as Permitted Exceptions. In the event Buyer does not notify Seller of its decision to terminate or waive on or before the last day of the Due Diligence Period, Buyer shall be deemed to have waived its objections and to have accepted such matters as Permitted Exceptions. In the event of a termination of this Agreement by Buyer pursuant to this Subsection 6.b., both Parties shall thereupon be relieved of all further obligations hereunder, except as expressly provided in this Agreement.

7. **Survey and Land Division.** Seller has furnished to Buyer any existing site plans and improvement surveys of the Property in its possession. Within sixty (60) days of the Effective Date, the Buyer will provide the Seller with a survey confirming the legal description of the Property (the "Survey") as well as the location of the division of the same for the purposes described at Recitals E, F, and G above (the "Land Division"), which will also be used by the Buyer to create a plat of the Property sufficient for approval by the Buyer in its role as governmental entity authorized to approve the Land Division. Seller hereby authorizes Buyer to make application for such Land Division with respect to the Property.

8. **Due Diligence Period**. Buyer shall have ninety (90) days after the Effective Date to conduct its due diligence review of the Property (the "Due Diligence Period"). During the Due Diligence Period, Seller shall allow Buyer or its designees to inspect the Property, including, without limitation, any mechanical, engineering, and interview tenants, review title and survey, and perform such other investigations as Buyer may deem necessary. Any invasive environmental testing, including a Phase II environmental assessment, requires Seller's prior written consent, which shall not be unreasonably withheld. Spectra Centers, as a third-party beneficiary pursuant to Section 16 hereof, shall have the same rights of inspection, testing, assessment, and due diligence review as accorded to the Buyer by this section. If during the Due Diligence Period, Buyer determines the Property unsuitable for its purposes, Buyer shall notify the Seller in writing of its intent to terminate the Agreement and thereupon receive a full refund of the Earnest Money.

9. **Access; Mechanics' Liens.** Buyer, its agents, employees, contractors, or subcontractors may, at all times after the date hereof, at no charge to Buyer, and until the earlier of the Closing or the termination of this Agreement, have the right of access to the Property to test, inspect, and evaluate the Property as Buyer deems appropriate. Buyer shall promptly restore any alterations made to the Property by Buyer, or at Buyer's instance or request, and Buyer shall pay for all work performed on the Property by Buyer, or at Buyer's instance or request, as such payments come due. Any and all liens on any portion of the Property resulting from the actions or requests or otherwise at the instance of Buyer shall be removed by Buyer at its expense. Buyer shall, at Buyer's expense, defend, indemnify, and hold harmless Seller from and against any and all obligations, claims, loss, and damage, including costs and attorneys' fees, resulting from or related to Buyer's access to the Property. Spectra Centers, as a third-party beneficiary pursuant to

Section 16 hereof, shall have the same rights of access, testing, inspection, and evaluation as accorded to the Buyer by this section. Spectra shall promptly restore any alterations made to the Property by Spectra, or at Spectra's instance or request, and Spectra shall pay for all work performed on the Property by Spectra, or at Spectra's instance or request, as such payments come due. Any and all liens on any portion of the Property resulting from the actions or requests or otherwise at the instance of Spectra shall be removed by Spectra at its expense. Spectra shall, at Spectra's expense, defend, indemnify, and hold harmless Seller from and against any and all obligations, claims, loss, and damage, including costs and attorneys' fees, resulting from or related to Spectra's access to the Property.

10. **Seller's Representations.** Seller hereby represents to Buyer as of the date of this Agreement and as of the Closing as follows:

(a) No Violations. To Seller's current knowledge, the Property is not in violation, nor has been or is currently under investigation for violation of any federal, state, or local laws, ordinances or regulations.

(b) Non-Foreign Person. Seller is not a "foreign person" as that term is defined in the federal Foreign Investment in Real Property Tax Act of 1986, the 1984 Tax Reform Act, as amended, and Section 1455 of the Internal Revenue Code, and applicable regulations and, at Closing, will deliver to Buyer a certificate standing that Seller is not a "foreign person" as defined in said laws in a form complying with the federal tax law.

(c) Authority. Seller has the authority to enter into and execute this Agreement.

(d) Hazardous Materials. To Seller's current knowledge, Seller has received no notice of: (i) any toxic or Hazardous Materials being present on, over, under, or around the Property, (ii) any present generation, recycling, use, reuse, sale, storage, handling, transport, and/or disposal of any toxic or Hazardous Materials on, over, under, or around the Property, (iii) any failure to comply with any applicable local, state, or federal environmental laws, (iv) any spills, releases, discharges, or disposal of toxic or Hazardous Material that have occurred or are presently occurring on or onto the Property or any adjacent properties, or (v) any spills or disposal of toxic or Hazardous Materials that have occurred or are presently occurring off the Property as a result of any construction or operation and use of the Property by Seller. The term "Hazardous Materials" includes, but is not limited to, substances defined as Hazardous Substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, as amended, the Hazardous Materials Transportation Act, as amended, the Toxic Substances Control Act, or any other law, statute, rule, or regulation pertaining to the protection of the environment or the health and safety of persons or property. Notwithstanding the foregoing, the Parties acknowledge that given the date of construction of the School building, it is likely that asbestos is present and with respect to only asbestos, Buyer accepts that condition.

(e) Leases. The Property is not subject to any leases.

As used in this Section 10, the phrase "Seller's current knowledge," "Seller's knowledge", or similar phrase shall mean and is limited to the actual knowledge of Jeff Gatlin, Chief Operating Officer, without duty of inquiry.

11. **Buyer's Representations.** Buyer hereby represents to Seller as of the date of this Agreement and as of the Closing as follows:

a. Authority. Buyer has the authority to enter into and execute this Agreement.

12. **As-is Condition.** Buyer understands and agrees that the Property is being sold strictly as is, where is. The Seller does not warrant the Property or its contents in any way. Buyer is relying upon its own inspection of the Property to evaluate the condition of the Property and the suitability of the Property for Buyer's intended use. Buyer acknowledges and agrees that it is purchasing the Property in its as-is, where-is condition, without warranty of any kind, whether express or implied, except as expressly set forth in this Agreement or in the deed conveying the property to Buyer. Buyer hereby acknowledges that it is familiar with the Property and shall determine, as part of its inspections hereunder, that it is suitable for its intended purposes and that the opportunity to inspect the Property provided in this Agreement is sufficient for Buyer to obtain whatever information regarding the condition of the Property that Buyer may deem necessary to make such determination.

13. **Closing.** The closing of the acquisition ("Closing") shall occur no more than thirty (30) days after the expiration of the Due Diligence Period, unless the Parties mutually agree to an earlier or later date, subject to customary closing conditions. The following actions shall be taken at Closing:

(a) Buyer shall pay to Seller the Purchase Price by certified check, cashier's check, wire transfer, or other immediately available funds acceptable to Seller.

(b) Seller shall convey fee simple title to the Property to Buyer by special warranty deed, subject to the Permitted Exceptions (the "Deed").

(c) At Closing, Seller shall deliver exclusive possession of the Property to Buyer.

(d) The Parties shall each do or cause to be done such other matters and things as shall be reasonably necessary to close the transaction contemplated herein. Each party shall pay one-half (½) of any charges imposed by the Title Company to prepare the closing documents and provide similar closing services.

(e) The Buyer shall pay the cost of the Survey.

(f) Closing Costs.

Cost	Responsible Party
Transfer tax / Doc stamps C.R.S. 39-13-104(1)(a)	None – transaction is exempt pursuant to
Recording Costs	Buyer

Standard Title Insurance	Seller
Owner's Extended Coverage or Additional Endorsements	Buyer or Spectra
Escrow fees Split	50/50

14. **Conditions upon Closing.** This Agreement is contingent upon the following occurring:

(a) Spectra Centers closing upon the purchase of the School building Property from the Buyer.

(b) The approval of the Land Division.

15. **Brokerage Commissions.** Buyer warrants and represents that it has not dealt with any broker in connection with the transaction contemplated herein. Seller agrees to pay its broker, Jones Lang LaSalle, such commission, if any, as agreed between those parties.

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

17. **Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement other than Spectra Centers, whose rights are limited to those identified at Sections 4, 5, 8, and 9.

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

19. **Remedies.** In the event of any breach or default under this Agreement by either party prior to Closing, the non-defaulting party shall, as the non-defaulting party's only remedy, be entitled to terminate this Agreement. In no event shall either party be entitled to claim or receive any form of damages, including without limitation compensatory, punitive, or economic, including lost profits, in the event of termination or alleged breach of this Agreement, the sole remedy for the Parties being termination of this Agreement.

20. **Notices.** All notices provided for herein shall be in writing and shall be deemed given to a party when a copy thereof, addressed to such party as provided herein, is actually delivered, by personal delivery, or by commercial courier at the address of such party as provided below.

If to Buyer: Patrick Goff, City Manager
City of Wheat Ridge
7500 W. 29th Avenue
Wheat Ridge, CO 80033
Fax 303-234-5924

If to Seller: Superintendent of Schools
Jeffco Public Schools
1829 Denver West Drive #27
Golden, CO 80401

With a copy to: Chief Operating Officer
1829 Denver West Drive #27
Golden, CO 80401

21. **Counterparts; Execution**. This Agreement may be executed in counterparts and, when counterparts of this Agreement have been executed and delivered by both of the Parties hereto, this Agreement shall be fully binding and effective, just as if both of the Parties hereto had executed and delivered a single counterpart hereof. Without limiting the manner in which execution of this Agreement may otherwise be affected hereunder, execution by either Party may be effected by electronic transmission of a signature page hereof executed by such Party. If either Party effects execution in such manner, such Party shall also promptly deliver to the other Party the counterpart physically signed by such Party, but the failure of such Party to do so shall not invalidate the execution hereof effected by electronic transmission.

22. **Entire Agreement.** This Agreement contains the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior commitments, understandings, warranties, and negotiations, all of which are by the execution hereof rendered null and void. No amendment or modification of this Agreement shall be made or deemed to have been made unless in writing, executed by the Party or Parties to be bound thereby.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below intending that it be valid and effective from and after the date first written above.

SELLER: JEFFERSON COUNTY PUBLIC SCHOOLS RE-1

By: _____

Name: _____

Title: _____

BUYER: **CITY OF WHEAT RIDGE, COLORADO**

By: _____

Name: _____

Title: _____

SPECTRA, solely as to its obligations under Section 9 of the Agreement

By: _____

Name: _____

Title: _____

EXHIBIT A

Legal Description of the Property

A parcel of land approximately 7 acres in size, County Assessor AIN/Parcel ID 39-233-00-010, shown on the map attached as 7975 W 41st Ave, Wheat Ridge, Colorado more particularly described, per deed recorded on 4/2/1954 at Rec. No. 8490385, as:

PARCEL A:

A TRACT LYING IN THE NW 1/4 OF THE SW 1/4 OF SECTION 23, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION; THENCE WEST ALONG THE SOUTH LINE OF SAID NW 1/4 OF THE SW 1/4 164.8 FEET TO THE EAST LINE OF WHEATRIDGE VIEW FIRST ADDITION; THENCE NORTH 0'1" EAST ALONG THE EAST LINE OF SAID WHEATRIDGE VIEW FIRST ADDITION 686.2 FEET, MORE OR LESS, TO A POINT WHICH IS 25 FEET NORTH OF THE SOUTH LINE OF THE NE 1/4 OF THE NW 1/4 OF THE SW 1/4 OF SAID SECTION; THENCE EAST 164.8 FEET TO THE EAST LINE OF THE NW 1/4 OF THE SW 1/4; THENCE SOUTH ALONG SAID EAST LINE TO THE POINT OF BEGINNING, EXCEPT THAT PORTION CONVEYED TO THE COUNTY OF JEFFERSON IN INSTRUMENT RECORDED NOVEMBER 16, 1954 IN BOOK 887 AT PAGE 505,
COUNTY OF JEFFERSON, STATE OF COLORADO.

PARCEL B:

THE WEST 358.3 FEET OF THE SW 1/4 OF THE NE 1/4 OF THE SW 1/4 OF SECTION 23, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH P.M.,

EXCEPT THOSE PORTIONS CONVEYED TO THE COUNTY OF JEFFERSON IN INSTRUMENTS RECORDED NOVEMBER 16, 1954 IN BOOK 887 AT PAGE 505 AND DECEMBER 14, 1961 IN BOOK 1429 AT PAGE 511,
COUNTY OF JEFFERSON, STATE OF COLORADO.

PARCEL C:

THE EAST 25 FEET OF THE WEST 358.3 FEET OF THE SW 1/4 NE 1/4 SW 1/4 SECTION 23, TOWNSHIP 3 SOUTH, RANGE 69 WEST OF THE 6TH P.M.,

EXCEPT THE SOUTH 25 FEET THEREOF AND EXCEPT THE NORTH 25 FEET THEREOF, AS SET FORTH IN VACATION ORDINANCE RECORDED JUNE 8, 1955 IN BOOK 928 AT PAGE 84,
COUNTY OF JEFFERSON, STATE OF COLORADO.

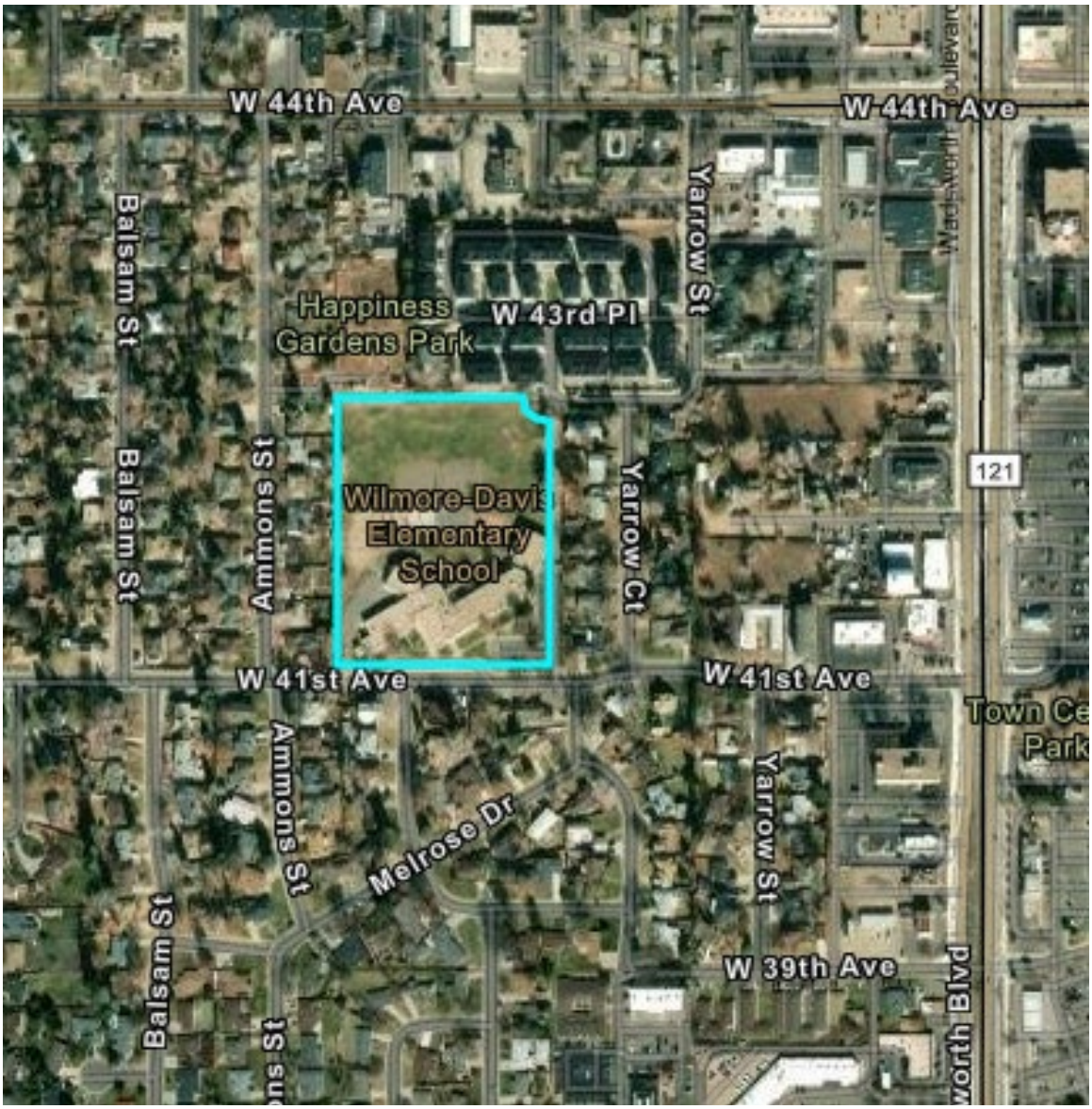

W 44th Ave
W 44th Ave
Balsam St
Happiness Gardens Park
W 43rd Pl
Yarrow St
Wadsworth Boulevard
Balsam St
Ammons St
Wilmore-Davis Elementary School
Yarrow Ct
121
W 41st Ave
W 41st Ave
Town Ce
Park
Ammons St
Melrose Dr
Yarrow St
Balsam St
W 39th Ave
Wadsworth Blvd

EXHIBIT B

Due Diligence Materials

Engineering/Property Condition Reports
Geotechnical/Soils Report
Existing Environmental Report(s) - Phase I, Phase II, etc.
As-Built Drawings (Hard copy & electronic)
Architectural Drawings (Hard copy & electronic)
Maintenance Records
Utility Bills (previous 12 months)

ITEM NUMBER: 4
DATE: September 14, 2026

REQUEST FOR CITY COUNCIL ACTION

RESOLUTION NO. 42-2026

TITLE: A RESOLUTION OF SUPPORT FOR AN APPLICATION TO THE OUTDOOR RECREATION AND LEGACY PARTNERSHIP PROGRAM FOR THE OUTDOOR POOL REPLACEMENT PROJECT

☐PUBLIC HEARING
☐BIDS/MOTIONS
☒RESOLUTIONS

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

QUASI-JUDICIAL ☐YES ☒NO

ISSUE:

Staff is seeking City Council's support to submit a grant application to the Outdoor Recreation and Legacy Partnership (ORLP) program for the Outdoor Pool Replacement project cost. A Resolution of Support from City Council is required as part of the application.

The ORLP is a federal program under the Land and Water Conservation Fund (LWCF) and administered in Colorado by Colorado Parks and Wildlife (CPW). ORLP allows for applications of up to 50% of the project cost for public agencies to acquire new parkland and develop outdoor recreation facilities in urban communities.

PRIOR ACTION:

Staff presented at the April 7, 2025 Council Study Session about this project, the current state of the outdoor pool, and the 2025 public engagement strategy.

At the August 24, 2026 City Council meeting, Council approved contracts for the design work and owner's representative work for the outdoor pool replacement project.

FINANCIAL IMPACT:

Should this proposal be supported, submitted, and funded, the City of Wheat Ridge would contribute the remaining 50% of the project cost, estimated at approximately $7.5M to $9M. The City would need to fund 100% of the project up front and would receive reimbursement, as components are completed throughout the project for up to

50% of the project cost. These funds could come from a combination of sources, potentially including the November 2026 sales tax increase ballot initiative, special funds, the city General Fund, sponsorships, and other grants.

BACKGROUND:

The Anderson Park Outdoor Pool originally opened in 1979 and is nearing the end of its useful life. In 2023, a pool assessment identified short-term costs of $1.1M in short-term repairs needed to keep the pool open, along with more significant longer-term issues with higher costs. In addition, the significant infrastructure and mechanical issues indicate the current pool will likely need to be closed permanently in the next 2 to 4 years, or replaced.

In 2025, staff conducted extensive community engagement to learn if the community supported replacing the pool and preferred amenities. In 2026, city polling also gauged resident support for this potential project.

In the 2026 city budget, funding was included to start the design phase for the replacement pool. The design phase contract was awarded on August 24, 2026 and developing the design is anticipated to take 10 to 16 months.

The language in the Resolution was specifically recommended by CPW. ORLP proposals are due by September 18, 2026. CPW will advance their recommended projects to the National Park Service (NPS) by November 1, 2026, and the NPS will announce awarded projects by June 1, 2027. Contracting between the NPS and CPW and subsequently CPW and the City could take between 12 and 14 months.

RECOMMENDATIONS:

Staff recommends passing this Resolution to make an ORLP request eligible for CPW consideration.

RECOMMENDED MOTIONS:

“I move to approve Resolution No. 42-2026, a Resolution of Support for an application to the Outdoor Recreation and Legacy Partnership Program for the Outdoor Pool Replacement project.”

Or,

“I move to postpone indefinitely Resolution No. 42-2026, a resolution of support for an application to the Outdoor Recreation and Legacy Partnership Program for the Outdoor Pool Replacement Project for the following reason(s).”

REPORT PREPARED/REVIEWED BY:

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

ATTACHMENTS:

1. Resolution No. 42-2026
2. Summary Pages from ORLP Colorado Manual

CITY OF WHEAT RIDGE, COLORADO

RESOLUTION NO. 42

SERIES OF 2026

TITLE: A RESOLUTION OF SUPPORT FOR AN APPLICATION TO THE OUTDOOR RECREATION AND LEGACY PARTNERSHIP PROGRAM FOR THE OUTDOOR POOL REPLACEMENT PROJECT

WHEREAS, the City of Wheat Ridge (hereinafter referred to as "Applicant") seeks financial assistance for the abovementioned project through the Outdoor Recreation and Legacy Partnership (ORLP) program under the Land and Water Conservation Fund (LWCF) Program (Program); and

WHEREAS, Applicant commits to meeting all requirements of the Program, per the Federal Financial Assistance Manual, and contract between the Applicant and State; and

WHEREAS, Applicant agrees to postpone any ground-disturbing activities related to the project until after grant award and finalization of the contract with the State; and

WHEREAS, Applicant pledges to provide the project match funds, understanding that failure to meet this amount will result in a reduction of grant funds; and

WHEREAS, Applicant acknowledges that full project costs must be incurred before requesting reimbursement as per the project budget and approved State contract period; and

WHEREAS, Applicant commits to complying with all applicable local, state, and federal laws and regulations, including Build America Buy America (BABA); and

WHEREAS, Applicant agrees to protect and maintain the site in perpetuity for outdoor recreation, recorded on the real property title before final reimbursement; and

WHEREAS, Applicant agrees to permit inspections of the site by the State at least once every five years after project completion and to address any compliance issues promptly.

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

ATTACHMENT 1

Section 1: Applicant authorizes the submission of an application to the State under the Program for the abovementioned project.

Section 2: Applicant affirms its commitment to fulfilling all obligations outlined in this resolution, contingent upon the application being selected, awarded and a contract between the applicant and the State being fully executed.

Section 3. The Mayor or the City Manager of the City or any other member of the City Council and all appropriate City officers are hereby authorized and directed to execute and deliver and the City Clerk is hereby authorized and directed to attest and deliver such other agreements and certificates and to take such other actions as may be necessary or convenient to carry out and give effect to the Assignment and this Resolution.

Section 4. Nothing contained in this Resolution, or the Assignment shall constitute a debt, indebtedness, or multiple-fiscal year direct or indirect debt or other financial obligation of the City within the meaning of the Constitution or statutes of the State or the home rule charter of any political subdivision thereof, nor give rise to a pecuniary liability of the City or a charge against its general credit or taxing powers.

Section 5. If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

Section 6. This Resolution shall be in full force and effect upon its passage and approval.

DONE AND RESOLVED this 14th of September 2026

[SEAL]

ATTEST:

_____

Korey Stites, Mayor

_____

Janeece Hoppe, City Clerk

Program Snapshot

- **Purpose:** Create new or improve existing public outdoor recreation sites.
- **Project types:** Land acquisition, development, or a combination of both. Facilities must be standalone, self-supporting outdoor recreation sites.
- **Specific ORLP requirements:** Site must be in one or more adjacent Census-designated urban areas with a combined population of at least 25,000.
- **Specific ORLP priorities:** Access, community need, partnerships and leveraged resources, conservation, and project feasibility.
- **Applicants:** Local, county, state, or tribal government agencies, and eligible Urban Indian Organizations, in Colorado.
- **Grant range:** $300,000 – $15,000,000.
- **Match:** 1:1 non-federal cost share secured prior to grant award.
- **Land protection:** Applicants must own the land and be prepared to record a permanent public outdoor recreation deed restriction.
- **Strategic alignment:** Projects must align with Colorado's Statewide Comprehensive Outdoor Recreation Plan (SCORP).
- **Legal compliance:** Projects must comply with all applicable state and federal laws, rules, and regulations.
- **Permits & clearances:** Applicants must secure all permits and clearances before grant award.
- **Project timeline:** Ground-disturbing work and land acquisition cannot begin until the grant is awarded and the state contract is fully executed. Projects must be completed within three years.
- **Deadlines:** Refer to the CPW ORLP webpage for current state application deadlines, which occur earlier than the federal window. CPW submits state-selected applications to the NPS by the November 1 federal deadline, with national selections announced the following May.
- **Award timeline:** Typically 18+ months. Selected applicants have exactly one year from the May national selection announcement to finalize NEPA and NHPA requirements.
- **First step:** Contact CPW to discuss project eligibility.
- **Contact:** lwcf@state.co.us for any other questions or assistance.

ATTACHMENT 2

Program Purpose

The Outdoor Recreation Legacy Partnership (ORLP) is a competitive federal grant program under the Land and Water Conservation Fund (LWCF) Act, managed by the National Park Service (NPS). Colorado Parks and Wildlife (CPW) coordinates Colorado applications. The program provides matching grants to public agencies to acquire, develop, and protect public outdoor recreation facilities in urban areas with a population of at least 25,000. Program priorities include access, community need, partnerships and leveraged resources, conservation and project feasibility.

Using this manual: This document supplements the federal Notice of Funding Opportunity (NOFO) for Colorado applicants.

New Grant Applications

Application Checklist

Pre-application submission

1. Letter of intent (applicant's document).
2. Urban area and population verification (Census screenshot).
3. Basic area map (applicant's document).
4. Information for Planning and Consultation (IPaC) list (online report).
5. Colorado Conservation Data Explorer (CODEX) report (online report).

Full application submission (Required)

1. Project narrative (CPW form).
2. Budget (CPW form).
3. Timeline (CPW form).
4. Map – park boundary and construction areas (applicant's document).
5. Map – site attributes (applicant's document).
6. Site plan (applicant's document).
7. Letter(s) of commitment for match (applicant's document).
8. Signed resolution (CPW template or applicant's document).
9. Federal Disclosures & Certifications (CPW form).
10. Proof of land ownership (title or deed).

ITEM NUMBER: 5
DATE: September 14, 2026

REQUEST FOR CITY COUNCIL ACTION

RESOLUTION NO. 43-2026

TITLE: A RESOLUTION EXPRESSING THE SUPPORT OF THE CITY COUNCIL OF THE CITY OF WHEAT RIDGE FOR THE NOVEMBER 3, 2026 BALLOT QUESTION CONCERNING A ONE PERCENT SALES AND USE TAX FOR COMMUNITY CAPITAL INVESTMENTS

☐PUBLIC HEARING
☐BIDS/MOTIONS
☒RESOLUTIONS

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

QUASI-JUDICIAL ☐YES ☒NO

ISSUE:

A Resolution expressing the Wheat Ridge City Council's support for the November 3, 2026 ballot question proposing a one percent (1.0%) sales and use tax dedicated to community capital investments.

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.
- August 24, 2026 – City Council approved Council Bill No. 16-2026 giving notice of and calling a Special Election to 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 investments.

FINANCIAL IMPACT:

If approved by voters, the one percent sales and use tax is expected to generate approximately $11.7 million in dedicated revenue for capital investments. These funds would support long-term improvements and provide capacity for phased project implementation, future operations, and maintenance of new facilities.

BACKGROUND:

The City has undertaken extensive long-range planning related to facilities, transportation, parks and recreation, bicycle and pedestrian safety, and general

infrastructure needs. These planning efforts, combined with broad community engagement, including surveys, outreach meetings, and community conversations, have identified several significant capital priorities.

Major needs include:
• Proactive street and infrastructure maintenance
• Bicycle and pedestrian safety improvements
• Preservation of community spaces at Wilmore Davis and Kullerstrand properties
• Replacement of the Anderson Park outdoor pool
• Modernization of police and City services facilities

Existing City revenues are insufficient to meet these needs. On August 24, 2026, City Council adopted Ordinance No. 1849, Series 2026, calling the coordinated election and approving placement of the ballot question seeking voter authorization for a 1.0% sales and use tax increase dedicated to capital investments.

The proposed resolution formally expresses Council's support for the ballot measure.

RECOMMENDATIONS:

Staff recommends approval of Resolution No. 43, Series 2026.

RECOMMENDED MOTIONS:

"I move to approve Resolution No. 43-2026, a resolution expressing the support of the Wheat Ridge City Council for the November 3, 2026 ballot question concerning a one percent sales and use tax for community capital investments."

Or,

"I move to postpone indefinitely Resolution No. 43-2026, a resolution expressing the support of the Wheat Ridge City Council for the November 3, 2026 ballot question concerning a one percent sales and use tax for community capital investments for the following reason(s)."

REPORT PREPARED/REVIEWED BY:

Patrick Goff, City Manager

ATTACHMENTS:

1. Resolution No. 43-2026

CITY OF WHEAT RIDGE, COLORADO
RESOLUTION NO. 43
SERIES OF 2026

TITLE: A RESOLUTION EXPRESSING THE SUPPORT OF THE CITY COUNCIL OF THE CITY OF WHEAT RIDGE FOR THE NOVEMBER 3, 2026 BALLOT QUESTION CONCERNING A ONE PERCENT SALES AND USE TAX FOR COMMUNITY CAPITAL INVESTMENTS

WHEREAS, the City of Wheat Ridge, Colorado (the "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; and

WHEREAS, the City Council has a responsibility to plan for the long-term financial health, infrastructure needs, public safety, parks and recreation facilities, transportation system, and overall quality of life of the Wheat Ridge community; and

WHEREAS, over the past several years, the City has undertaken significant long-range planning efforts, including the Facilities Master Plan, transportation planning, parks and recreation planning, bicycle and pedestrian network planning, and ongoing infrastructure assessments; and

WHEREAS, the City has engaged the community through extensive planning, public outreach, community conversations, statistically valid community surveys, and other engagement efforts to better understand Wheat Ridge residents' priorities for future capital investments; and

WHEREAS, through these community engagement efforts, Wheat Ridge residents have consistently identified the preservation and maintenance of existing infrastructure, safe and connected streets, sidewalks and bicycle facilities, parks and community spaces, public safety facilities, and other essential community assets as important priorities for investment; and

WHEREAS, the City Council recognizes that the capital priorities identified in the proposed ballot question are informed not only by technical assessments and long-range planning, but also by the priorities and feedback expressed by the Wheat Ridge community; and

WHEREAS, these planning efforts have identified significant capital needs, including proactive street and infrastructure maintenance, improvements to bicycle and pedestrian safety and connectivity, preservation of community spaces at the Wilmore Davis and Kullerstrand school properties, replacement of the Anderson Park outdoor pool, and modernization of police and City services facilities; and

WHEREAS, existing City revenues are insufficient to address all of these significant capital needs in a timely manner without identifying additional dedicated funding; and

WHEREAS, on August 24, 2026, the City Council adopted Ordinance No. 1849, Series 2026, calling a coordinated election to be held on November 3, 2026, and submitting to the registered electors of the City a ballot question concerning an increase in the City sales and use tax of one percent (1.0%) for community capital investments; and

WHEREAS, the City Council recognizes that maintaining and replacing aging infrastructure and public facilities is a fundamental responsibility of local government and that delaying necessary capital investments can increase future costs to the community; and

WHEREAS, the City Council further recognizes that investments in streets, sidewalks, bicycle connections, parks, public safety facilities, and other community infrastructure provide benefits to residents, businesses, and visitors and contribute to the long-term vitality and sustainability of Wheat Ridge; and

WHEREAS, the City Council believes that the proposed ballot measure represents a comprehensive community investment program and provides an opportunity for Wheat Ridge voters to determine whether to provide a dedicated local funding source for these identified capital priorities.

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

Section 1. Support for Ballot Question.

The City Council hereby expresses its support for the ballot question to be submitted to the registered electors of the City of Wheat Ridge at the November 3, 2026, coordinated election concerning an increase in the City sales and use tax of one percent (1.0%) for community capital investments.

Section 2. Community Investment.

The City Council supports the ballot question because it would establish a dedicated funding source to make long-term investments in the Wheat Ridge community, including:

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

together with the operations and maintenance of such investments as authorized by the ballot question.

Section 3. Long-Term Stewardship.

The City Council recognizes that the proposed investment is intended to address significant capital needs over multiple years and to preserve and improve community assets for current and future generations. The Council supports a phased and financially responsible approach to implementation that considers project priorities, available revenues, financing costs, debt capacity, and the City's long-term financial sustainability.

Section 4. Accountability.

If approved by the voters, the City Council commits to responsible stewardship of the revenues generated by the ballot measure and to using those revenues for the purposes authorized by the voters and applicable law.

Section 5. Effective Date.

This Resolution shall take effect immediately upon its adoption.

DONE AND RESOLVED this 14th day of September 2026.

_____

Korey Stites, Mayor

ATTEST:

_____

Janeece Hoppe, City Clerk

ITEM NUMBER: 6
DATE: September 14, 2026

REQUEST FOR CITY COUNCIL ACTION

RESOLUTION NO. 44-2026

TITLE: A RESOLUTION AMENDING THE 2026 FISCAL YEAR GENERAL FUND BUDGET TO REFLECT THE APPROVAL OF A SUPPLEMENTAL BUDGET APPROPRIATION IN THE AMOUNT OF $128,003 FOR THE PURPOSE OF ACCEPTING AND UTILIZING GRANT FUNDS FROM THE DENVER REGIONAL COUNCIL OF GOVERNMENTS

☐PUBLIC HEARING
☐BIDS/MOTIONS
☒RESOLUTIONS

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

QUASI-JUDICIAL ☐YES ☒NO

ISSUE:

The City was awarded a $128,003 reimbursement grant from the Denver Regional Council of Governments (DRCOG) for a new trip van for the Active Adult Center. The grant is provided through Federal Transit Administration funds under Section 5310 "Enhanced Mobility of Seniors and Individuals with Disabilities." The funding will support approximately 80% of the replacement cost of one of the trip vans for the AAC.

To purchase the bus and receive the grant reimbursement, the 2026 Fleet budget must be increased by $128,003 by passing this supplemental budget appropriation.

PRIOR ACTION:

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

FINANCIAL IMPACT:

This supplemental budget appropriation in the amount of $128,003 will allow the Public Works and Parks and Recreation departments to utilize the funding to purchase the replacement van for the AAC.

This funding would increase the 100-80807-305 budget in 2026 by $128,003. $128,003 will be reimbursed to the City following the purchase, passed inspection, and

deployment of the new van.

Not approving this supplemental budget appropriation will result in the City having to decline the $128,003 in grant funds.

BACKGROUND:

DRCOG is a designated recipient of Federal Transit Administration (FTA) funds under Section 5310 “Enhanced Mobility of Seniors and Individuals with Disabilities”, which aims to improve mobility for seniors and individuals with disabilities by removing barriers to transportation service and expanding transportation mobility options.

The City submitted a grant proposal to this program in winter 2026 and was awarded 80% reimbursement funding (up to $128,003) towards the purchase of a replacement AAC trip van.

The AAC currently has two vans for trips. One van has more miles and wear and tear on it, and this new van will replace the higher-mileage van. Neither current vehicle has a wheelchair lift, or wheelchair-securing locations, while this proposed replacement van will have both.

The AAC trip program utilizes volunteer and paid drivers to transport seniors on trips throughout the Denver metro, Front Range, and into the mountain region.

RECOMMENDATIONS:

Staff recommend passing this Resolution to be able to replace the current AAC van with approximately 80% of the cost subsequently reimbursed by DRCOG.

RECOMMENDED MOTIONS:

“I move to approve Resolution No. 44-2026, a resolution amending the 2026 Fiscal Year General Fund budget to reflect the approval of a supplemental budget appropriation in the amount of $128,003 for the purpose of accepting and utilizing grant funds from the Denver Regional Council of Governments**.”**

Or,

“I move to postpone indefinitely Resolution No. 44-2026, a resolution amending the 2026 Fiscal Year General Fund budget to reflect the approval of a supplemental budget appropriation in the amount of $128,003 for the purpose of accepting and utilizing grant funds from the Denver Regional Council of Governments.” for the following reason(s).”

REPORT PREPARED/REVIEWED BY:

Brandon Altenburg, Deputy Director of Parks and Recreation

Dan Beiers, Facilities and Fleet Manager
Karen O'Donnell, Director of Parks and Recreation
Patrick Goff, City Manager

ATTACHMENTS:

1. Resolution No. 42-2026
2. Davey Coach Estimate and Specification Form for Wheat Ridge

CITY OF WHEAT RIDGE, COLORADO

RESOLUTION NO. 44

SERIES OF 2026

TITLE: A RESOLUTION AMENDING THE 2026 FISCAL YEAR GENERAL FUND BUDGET TO REFLECT THE APPROVAL OF A SUPPLEMENTAL BUDGET APPROPRIATION IN THE AMOUNT OF $128,003 FOR THE PURPOSE OF ACCEPTING AND UTILIZING GRANT FUNDS FROM THE DENVER REGIONAL COUNCIL OF GOVERNMENTS

WHEREAS, the City of Wheat Ridge has been awarded reimbursement grant dollars from a Denver Regional Council of Governments program for the replacement of an Active Adult Center trip van; and

WHEREAS, the City of Wheat Ridge wishes to accept and invest these funds into a new trip van for seniors in the community; and

WHEREAS, the Wheat Ridge City Council approves the associated $128,003 supplemental budget appropriation, allowing for the transfer of these funds into the General Programs expense account 100-80807-305.

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

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

Section 2. Nothing contained in this Resolution, or the Assignment shall constitute a debt, indebtedness, or multiple-fiscal year direct or indirect debt or other financial obligation of the City within the meaning of the Constitution or statutes of the State or the home rule charter of any political subdivision thereof, nor give rise to a pecuniary liability of the City or a charge against its general credit or taxing powers.

Section 3. If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of

any such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

Section 4. This Resolution shall be in full force and effect upon its passage and approval.

DONE AND RESOLVED this 14th of September 2026.

[SEAL]

ATTEST:

Korey Stites, Mayor

Janeece Hoppe, City Clerk

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DAVEY COACH

CMPC
Transit Vehicle Joint Purchasing Consortium

GENERAL CUSTOMER NAME AND CONTACT INFORMATION	
Customer Legal Name:	City of Wheat Ridge
Customer Contact Name:	Dan Beiers
Customer Contact Phone:	303-205-7554
Customer Contact Email:	dbeiers@wheatridge.gov
Customer Contact Mailing Address:	7490 W. 45th Avenue
	Wheat Ridge, CO 80033
FORD FIN Code:	KH205 - City of Wheat Ridge
CUSTOMER INVOICE INFORMATION	
Customer Bill To Address:	7490 W. 45th Avenue
	Wheat Ridge, CO 80033
Customer Point of Delivery (Street Address):	11220 W. 45th Avenue
	Wheat Ridge, CO 80033
APPLICATION FOR TITLE / DOT NAME AND ADDRESS	
Customer Legal Title Name:	City of Wheat Ridge
Customer Legal Title Address:	7500W. 29th Avenue
	Wheat Ridge, CO 80033
INSURANCE INFORMATION	
Insurance Company Name:	CIRSA
Customer Policy #:	LIAB 01.2026
LIEN HOLDER INFORMATION	
Lien Holder Name:	Denver Regional Council of Governments
Lien Holder Address:	1001 17th Street, Suite 700
	Denver, CO 80202

Daniel Beiers

Customer Name _____

Customer Signature Signed by: Daniel Beiers 037174D49F1F468...

Date 8/21/2026

Comer Hobbs

Dealer Name _____

Dealer Signature Signed by: Comer Hobbs 93212E6CED0A4C2...

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DAVEY COACH
7182 Reynolds Drive, Sedalia, CO 80135

TURTLE TOP

Date	08.21.26
Customer Name	City of Wheat Ridge
Contact	Dan Beiers
Street Address	7490 W. 45th Avenue
City	Wheatridge
State	Colorado
Zip	80033
Phone	303-205-7554
Email	dbeiers@wheatridge.gov

Sales Contact:	**Comer Hobbs**
Email:	Comerh@daveycoach.com
Cell:	**720.539.9455**
Office:	**303.683.9500**
Fax:	**303.683.6008**

CLASS F Light Duty Cutaway			
BASE SPECIFICATIONS			
Capacity	Driver + 14 Passengers or Driver + 12 passengers and 2 Wheelchair Positions	**Body Type**	Steel Cage
Engine Type	Ford OEM 7.3 Liter Godzilla	**Fuel Tank**	55 Gallons
Exterior Body Color	White	**Interior Trim**	Grey
Rear Axle	Limited Slip Differential	**Suspension**	MorRyde RSX
Battery Location	(2) Batteries; 1 under hood, 1 in battery box	**Parking Brake**	Foot Pedal
Spare Tire	Yes; shipped loose	**Mud Flaps**	Yes, Front and Rear
Wheel(s) and Tire	Ford OEM Wheels/tires with spare loose inside vehicle	**Backup Camera**	Replaces OEM Rearview Mirror
Driver Storage	Driver Storage Compartment	**Driver Mirrors**	Heated, Remote Power
Driver/Co-Pilot Power Ports	12V (2) and USB (2)	**Floor Type**	Raised Flat
Stanchions and Railings	Modesty panel with plexi-glass shield behind Entrance door, Driver and front or rear of lift	**Floor Covering/Color**	Altro - Storm Gray
Interior Lighting	LED Interior Lighting	**Radio**	OEM; 6 Speakers; AM/FM/Bluetooth
Safety Features & Equipment	First Aid, Blood Borne Pathogen Kit, Triangles, Fire Extinguisher, Seat Belt Cutter and Back-up Alarm	**Driver Seat**	Freedman Shield with Armrest and heating element, Freedman Level 3 Upholstery, Power Base
Passenger Seat Type	Freedman Featherweight Mid-Hi	**Passenger Seat Fabric**	Freedman Level 3 - color TBD
Passenger Seat Additions	Grab handles and aisle side armrests	**2 Way Radio Prep Package**	Yes
Driver & Passenger Heater	Ford 24,000 BTU OEM Front: 70,000 BTU; Under Seat Passenger Area Auxiliary Heater W/Booster Pump and Integrated Control Switch; Auxiliary heater can be placed under any double fixed seat.	**Driver & Passenger AC**	Ford 18,000 BTU OEM Front - 85,000 BTU in Passenger Area w/ 65,000 BUT Heat Coil
Lift Location	Curbside Rear	**Emergency Exits**	DOT Egress windows per side
Lift Type	Braun Century II; 1,000lb; 33X54 Platform	**Lift System**	Intermotive Interlock
Restraint Type	Q'Straint QRT 360 with L-Track	**Restraint**	Vinyl Storage Bags
Ambulatory Passenger Side Entry	Bi-Fold Electric Door with Door Motor Access Panel w/ Key or Toggle Switch	**Rear Emergency Door**	Yes
Entry Step/Running Boards	Driver side running board with 300 lb capacity	**Lift Doors**	Dual doors with locking handle
Base Warranty	6 Years/ 175,000 MI Powertrain, 5 Years Braun parts and labor warranty, 5 Years Unlimited Body A/C Warranty	**Fixed Route Package**	PA System, Stop Request and Destination Signs
Manuals/Diagrams	OEM Ops/Maintenance; OEM Wiring Diagrams/Schematics; Lift Ops/Maintenance; Optional Features Selected Ops/Maintenance	**Farebox Package**	Diamond XV with 2 Vaults

Package Description	Description	Unit Price	Quantity	Total Price
Warranty Package	Remove Extended Warranty Package	-$6,577.00	1	-$6,577.00
Custom Tire Package	Cooper Snow Claws w/ Studs (LT225/75R16)	$1,382.00	1	$1,382.00
Custom Seating and ADA Package	Upgrade Bus Body to an Odyssey, Delete One Single Fixed Seat, Remove Double Foldaway and Replace with a Single Foldaway, Upgrade Passenger Seat Upholstery to Level 4 D-90, Use Slide-N-Click Puck Wheelchair Securements, Add Two Scooter Kits, Install Oxygen Bottle Holder, Walker Storage Area w/ Q-3009 Walker Holder Behind Driver, and Front Cap Vision Window	$2,796.00	1	$2,796.00

Custom Fixed Route Package	PA System to be installed near driver, Passenger stop request with pull cord and touch tape or push buttons, Front and Side LED Destination signs	-$6,360.00	1	-$6,360.00
Custom Farebox Package	Diamond XV with floor to ceiling stanchion, "Night Light" to run with vehicle lights and 2 matching vaults	-$2,489.00	1	-$2,489.00
Customer communications, ITS, Passenger interface, and security and surveillance system package	2 way radio antenna prep & prewire, Cable pull tube located on curbside under dash and Security and Surveillance system	-$62.00	1	-$62.00

Base Vehicle Price	$177,517.00
Total Options	$0.00
Total Packages	-$11,310.00
Freight Cost (1,186 miles * $2.65)	$3,143.00
Total Vehicle Price	**$169,350.00**
Quantity	**1**
Total Purchase Price	**$169,350.00**
**** Price may vary dependant on State GPC amount. CMPC GPC used in the base price.**	
ADDITIONAL CONFIGURATION OR OPTION NOTES	
Seat Color: Freedman Level 5: D-90 Blue	

Initial DB

Initial CH

Docusign Envelope ID: BB9B2BB2-56E2-88C3-81CB-8B455368B684

PRODUCTION NOTES

PURCHASER REQUIRED SPECIFICATIONS

Purchaser shall specify or approve optional configuration, mounting location, and operational preferences at time of order.

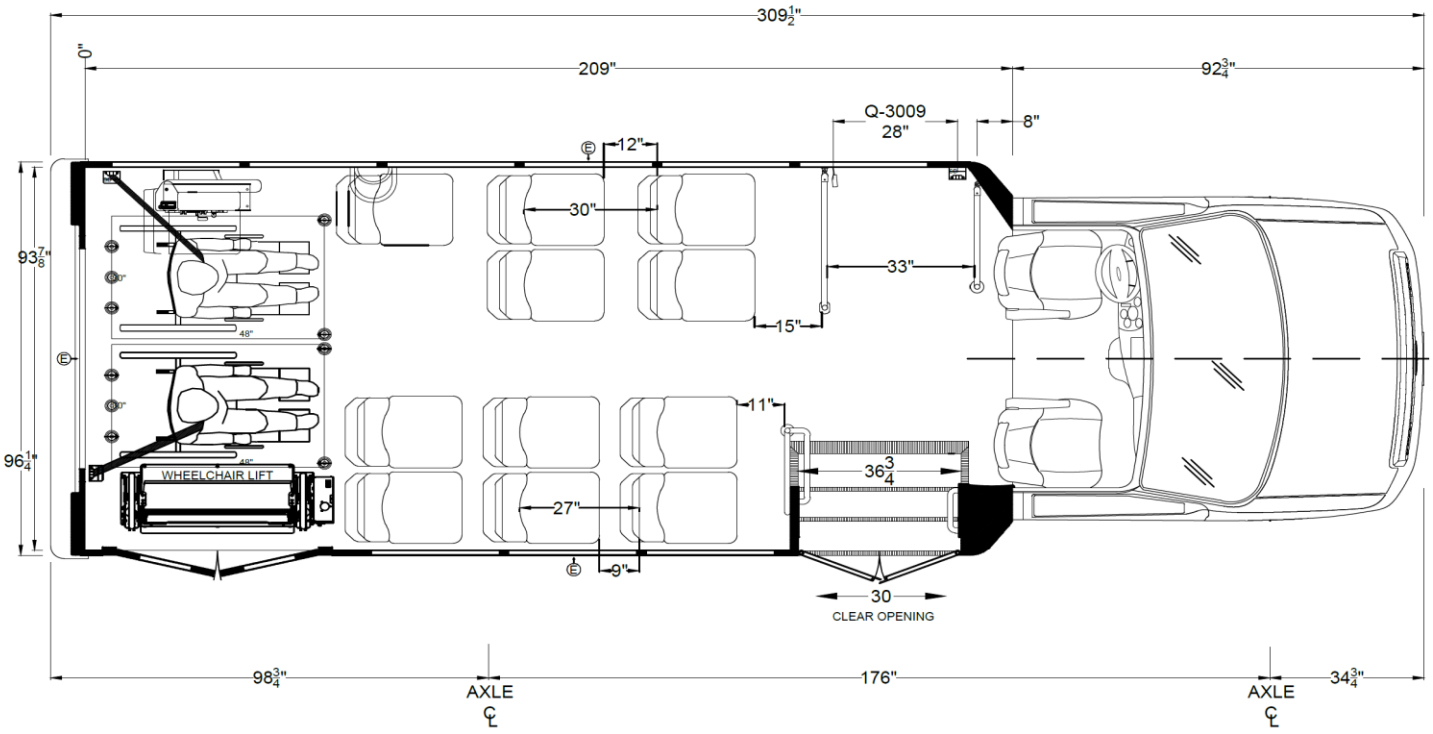
ITEM	REQUIRED PURCHASER INPUT	PRODUCTION NOTES
MASTER BATTERY DISCONNECT SWITCH	Specify switch mounting location preferences.	In Battery Box
BATTERY BOX	Specify preference for keyed lock or thumb latch access panel securement.	Thumb Latches
FLOOR COVERING	Specify floor color from stock selections.	Altro Storm Gray
OVERHEAD COMPARTMENT	Specify keyed lock or thumb latches.	Thumb Latches
SEAT COVERING	Specify color and fabric type/level (within the guidelines of material type).	Level 5 D-90 Blue
SAFETY EQUIPMENT	Specify mounting locations for Fire Extinguisher, First Aid Kit, Reflective Triangles, and Body Fluid Kit.	In Standard Locations in Front of Bus
ADDITIONAL CONFIGURATION OR OPTION NOTES:	ADDITIONAL ADA PRIORITY SEATING SIGNAGE REQUIRED OVER FLIP/FOLDAWAY SEATING	

Initial DB

Initial CH

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FLOORPLAN



Initial DB

Initial CH