AGENDA

CITY COUNCIL MEETING
CITY OF WHEAT RIDGE, COLORADO

Monday, September 28, 2026

6:30 p.m.

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

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

1. Attend the meeting in person at City Hall. Use the appropriate roster to sign up to speak upon arrival.
2. Provide comment in advance at www.wheatridgespeaks.org (comment by noon on September 28, 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 28, 2026)

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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL OF MEMBERS

APPROVAL OF MINUTES

- City Council Meeting Minutes, September 14, 2026
- Special Study Session Notes, September 14, 2026

APPROVAL OF AGENDA

PROCLAMATIONS AND CEREMONIES

1. Proclamation – National Suicide Prevention Awareness Month
2. Proclamation – Breast Cancer Awareness Month
3. Dominick Brenton Community Champion Award
4. Proclamation – Indigenous People's Day

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

None

ORDINANCES ON FIRST READING

1. Council Bill No. 18-2026 – an ordinance amending Chapter 11 of the Wheat Ridge Code of Laws by adding a new Article XVII, entitled "Communal Outdoor Dining Areas," to authorize and regulate Communal Outdoor Dining Areas
2. Council Bill No. 19-2026 – an ordinance amending the Wheat Ridge Code of

Laws concerning the occupation tax on basic local exchange service

DECISIONS, RESOLUTIONS, AND MOTIONS

3. Resolution No. 47-2026 – a resolution affirming the Wheat Ridge City Council's support for protecting civil rights, human dignity, public safety, and community trust
4. Resolution No. 45-2026 – a resolution approving an Intergovernmental Agreement for Proposition 123 unit sharing between the Cities of Arvada, Edgewater, Golden, Lakewood, Westminster, Wheat Ridge and Jefferson County
5. Resolution No. 46-2026 – a resolution in support of the City filing a commitment to the State of Colorado to increase the City's supply of affordable housing to be eligible for Proposition 123 funding
6. Resolution No. 48-2026 – a resolution approving an Intergovernmental Agreement concerning Regional Cold Weather Response for those experiencing homelessness
7. Resolution No. 49-2026 – a resolution of the City of Wheat Ridge, Colorado approving an Intergovernmental Agreement concerning operational funding for the Navigation Center
8. A motion approving a Settlement Agreement between the City of Wheat Ridge and Concrete Work of Colorado, Inc. related to the Improve Wadsworth Project

CITY MANAGER'S MATTERS

CITY ATTORNEY'S MATTERS

ELECTED OFFICIALS' MATTERS

MINUTES
CITY COUNCIL MEETING
CITY OF WHEAT RIDGE, COLORADO
Monday, September 14, 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 September 14, 2026, at 6:30 p.m.

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

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

ABSENT
None

STAFF IN ATTENDANCE:
City Manager Patrick Goff; City Attorney Gerald Dahl; Deputy City Manager Marianne Schilling; Community Development Director Lauren Mikulak; Director of Admin Services Chris Molison; Deputy Director of Parks & Recreation Brandon Altenburg; Assistant to the City Manager Wyatt Peterson; Deputy City Clerk Lucy Spalenka;

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

Minutes and notes approved as presented

APPROVAL OF AGENDA
No changes to the agenda were proposed.

PROCLAMATIONS AND CEREMONIES
1. Proclamation – National Hispanic Heritage Month
   Mayor Stites presented the proclamation recognizing September 15 to October 15, 2026, as National Hispanic Heritage Month, noting that 21 percent of Wheat Ridge residents identify as Hispanic or Latino. The proclamation was accepted by Brenda Bonilla, a Hispanic business owner in Wheat Ridge and co-owner of Taco Block, who accepted on behalf of the

Hispanic families, workers, entrepreneurs, and future generations contributing to the Wheat Ridge community.

PUBLICS' RIGHT TO SPEAK

a. **In Person**

Georganne Zeiger (Wheat Ridge resident) spoke on behalf of ROAR for LTC (Respect, Oversight, Advocacy, and Reform for Long Term Care). She shared that her mother Gloria passed away approximately five years ago in a long-term care facility where neglect and abuse occurred. She called on elected leaders to address systemic issues in long-term care, noting the system often puts profits before people. She announced a national walk on September 27, 2026, at Paramount Park in Wheat Ridge to educate families, hear stories, and demand meaningful reform. She closed with a quote attributed to First Lady Rosalynn Carter on the universality of caregiving.

b. **Via Wheat Ridge Speaks** - None

CONSENT AGENDA

None

PUBLIC HEARINGS AND ORDINANCES ON SECOND READING

1. **Title: 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
   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.
   Mayor Stites opened the public hearing
   Staff Presentation: Community Development Director Lauren Mikulak presented. The overall structure of the public-private partnership involves the City acquiring the entire 7-acre former Wilmore Davis Elementary School site from Jefferson County Public Schools, retaining approximately 2.5 acres on the north side for public park use, and conveying the school building and remaining land to Spectra Centers — a Colorado-based facility providing specialized education services for public school students. Spectra was selected as the preferred respondent from the City's Request For Information (RFI) process. The agreement is substantially similar to what Council reviewed during the Special Study Session on July 27, 2026. Jefferson County (JeffCo) Public Schools approved their agreement on September 10, 2026. A neighborhood meeting on September 1st drew approximately 40 attendees and generated largely positive feedback.

   No public comment
   Council Discussion: Councilmember Larson referred to a Denver Gazette opinion column questioning if the City's right-of-first-refusal process might have deterred interest from entities like charter schools. Director Mikulak explained that the RFI was sent to over 500 recipients, including a public charter school based in Nevada and

several private residential developers. If no agreement had been reached, the school district could have marketed the property widely. Mayor Pro Tem Hultin inquired about the City's safeguards in case Spectra decided to sell the property later. Director Mikulak assured that forthcoming agreements before closing would include the City's right of first refusal, while residential zoning restrictions would add another layer of protection.
Mayor Stites closed the public hearing

Motion by Mayor Pro Tem Hultin: Moved 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.
Seconded by Councilmember Okada
Vote: 8-0, Motion Carried

ORDINANCES ON FIRST READING

None

DECISIONS, RESOLUTIONS, AND MOTIONS

2. **Title:** Motion to accept the 2025 Financial Statements from Haynie and Company
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.
Title and Issue read into the record by Councilmember Larson

Staff Presentation: Administrative Services Director Chris Molison introduced Christine McLeod, Audit Partner at Haynie and Company, who presented the results. Ms. McLeod reported the following key findings:

- Financial Statement Audit: No findings. An unmodified opinion was issued, indicating financial statements are fairly and appropriately presented. A prior-year finding related to an accrual in the Urban Renewal Authority did not recur.
- Single Audit (Highway Planning and Construction Program): No findings. An unmodified opinion was issued on compliance with major federal award requirements.
- GASB 102: Implemented in the current year regarding certain risk disclosures; no material impact identified.
- No corrected or uncorrected misstatements were identified.
- Upcoming GASB Pronouncements: GASB 105 (Financial Reporting Model Improvements) will be implemented next year and will require enhancements to the Management's Discussion & Analysis (MD&A), notes on budget changes, and explanations of significant variances. Additional pronouncements on disclosure of certain capital assets and subsequent events are forthcoming in subsequent years.

Ms. McLeod acknowledged the complexity added by the City's mid-year Enterprise Resource Planning (ERP) software transition from ADG to OpenGov and praised the Finance team's cooperation throughout the process. City Manager Patrick Goff specifically recognized Finance Manager Mark Colvin for his primary role in managing the audit process during the ERP system transition.
No public Comment.

Motion by Councilmember Larson: Moved to accept the 2025 Financial Statements from Haynie and Company.
Seconded by Mayor Pro Tem Hultin
Vote: 8-0, Motion Carried

3. **Title:** 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
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.
Staff Presentation: Director Mikulak noted this is the companion item to Council Bill No. 17-2026. This agreement governs the City's acquisition of the entire site from Jefferson County Public Schools, with the two transactions intended to close back to back. Because this item involves a purchase rather than a sale of public property, it requires only a motion rather than an ordinance.

Council Discussion: Councilmember Quinn inquired about Spectra's timeline for starting student services. Director Mikulak stated that Spectra aims to commence operations swiftly post-closing, potentially by the semester after the holiday break, with the building being ready for immediate occupancy. Mayor Pro Tem Hultin and Councilmember Ohm both expressed strong support for the initiative. Councilmember Ohm extended gratitude to Jeffco Public Schools, Director Mikulak, Parks and Recreation Director Karen O'Donnell, and City Manager Goff for their sustained efforts in securing both the school building and the desired parkland for the neighborhood.
No Public Comment

Motion by Councilmember Ohm: Moved 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.
Seconded by Councilmember Quinn
Vote: 8-0, Motion Carried

4. **Title: 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
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.
Title and Issue read into the record by Councilmember Quinn
Staff Presentation: Deputy Parks and Recreation Director Brandon Altenburg presented. Design contracts for the outdoor pool replacement were approved by Council on August 24th with the Farnsworth Group and owners' rep firm Wemburg Inc. Key details of the grant opportunity include:

- Eligible for up to 50 percent of project cost, up to $15,000,000.
- The City's current estimate is approximately $8,900,000 in grant request, using the high end of the estimate range to maximize potential matching dollars.
- The original outdoor pool was built using LWCF funding, making it automatically eligible for maintenance and replacement funding.
- The population threshold for eligibility was recently reduced from 50,000 to 25,000, making Wheat Ridge eligible for the first time since the program began in 2014.
- Seven pre-applications were submitted to CPW. CPW will advance preferred applications to the National Park Service by November 1, with award announcements expected May 1, 2027.
- If funded, federal contracting could take up to 12 months, potentially pushing construction start to 2028.

No Public Comment
Council Discussion: Councilmember Larson inquired about the grant's likelihood of approval, to which Mr. Altenburg responded with an estimate of a 10–25 percent chance, citing past awards to Denver and Arvada. City Manager Goff added that the pool project is also listed as eligible for funds from the sales tax ballot question this November, and staff is exploring additional grant opportunities. Mayor Pro Tem Hultin questioned the grant timeline's effect on construction scheduling. Mr. Altenburg presented two scenarios without grant funding: a post-Carnation Festival demolition in August 2027, aiming for a July 2028 reopening and thus saving one pool season, or a post-Labor Day 2027 demolition resulting in a 2029 reopening. Should the grant be awarded, these timelines would extend by about a year. He emphasized the pool’s vulnerability to failure in any year, which underscores the urgency.
Motion by Councilmember Quinn: Moved 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
Seconded by Councilmember Martell
Vote: 8-0, Motion Carried

5. **Title: 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
   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.
   Title and Issue read into the record by Councilmember Okada

   City Manager Goff noted that under the Fair Campaign Practices Act, City Council is permitted to pass a resolution in support of a ballot question.
   Council Discussion: Mayor Pro Tem Hultin noted that the resolution highlights that the ballot measure and its proposed uses have been informed by six years of extensive community engagement, characterizing it as "a valid initiative, by our community for our community."

No public comment

Motion by Councilmember Okada: Moved to approve Resolution No. 43-2026, a resolution expressing the support of the City Council of the City of Wheat Ridge for November 3, 2026, ballot question concerning a one percent sales and use tax for community capital investments.
Seconded by Mayor Pro Tem Hultin
Vote: 8-0, Motion Carried

6. **Title: 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
   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.
   Title and Issue read into the record by Councilmember Wood

   Staff Presentation: Deputy Director of Parks and Recreation Director Altenburg added that neither of the Active Adult Center's current 2017 trip vans has a wheelchair lift, requiring the City to rent accessible vans when needed. The new van will be delivered in approximately six months, after which the City will submit for reimbursement. The more heavily used of the two existing vans will likely be auctioned, keeping the fleet at two vans.
   No Public Comment
   Council Discussion: Councilmember Martell inquired about the assurance of obtaining reimbursement, to which Mr. Altenburg responded that there is a 95–98 percent likelihood of receiving it, although he acknowledged that it is a federal grant and thus not entirely guaranteed. Councilmember Larson queried about the trip service's eligibility criteria, and Mr. Altenburg explained that the program is designed for scheduled social and recreational outings—such as hikes, restaurants, and festivals—for adults aged 50 and older, usually accommodating 10–14 participants. City Manager Goff mentioned that Regional Transportation District (RTD) provides a separate on-demand transportation service.

   Motion by Councilmember Wood: Moved 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.
   Seconded by Councilmember Snell
   Vote: 8-0, Motion Carried

ADJOURN TO SPECIAL STUDY SESSION

Regular meeting adjourned to Special Study Session at 7:33 PM

_____
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, September 14, 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 September 14, 2026, to order at 7:40 p.m.

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

ABSENT:
None

STAFF IN ATTENDANCE:
City Manager Patrick Goff; City Attorney Gerald Dahl; Assistant City Manager Marianne Schilling; Assistant to the City Manager Wyatt Peterson; Deputy City Clerk Lucy Spalenka.

Public Comment on Agenda Items – No public comment

1. **Community Partner Grant Program (CPGP) Committee Recommendations**

   City Manager Goff introduced Korey Kolar (staff liaison) and committee member Aspen Jacoby. Mr. Kolar provided program overview and context. Ms. Jacoby presented the committee's recommendations on behalf of the full eight-member committee.
   Key program highlights and changes for the current year:

   - The program is in its 19th year and has distributed over $1,000,000 in awards since 2020 alone.

- Small grants: $1–$7,500; large grants: $7,501–$12,000 (newly capped, previously uncapped).
- Per Council's April direction, 20 percent of total CPGP funding ($20,000) was set aside as a block grant for Wheat Ridge High School, leaving $180,000 for the committee to award.
- Large grant applicants must now align with at least one of Council's strategic priorities.
- 37 applications were reviewed; 32 awards recommended. Total requests were approximately $340,000.
- Average award: $4,865. Highest award: $12,000. Lowest award: $1,000.

Council Discussion: Councilmember Okada inquired about the Grange application, which was unfunded. Ms. Jacoby explained the funds would have been only for a planning study without additional funding to finish the project, suggesting the money would be more impactful elsewhere. Regarding the Farmers 5000 grant for Wheat Ridge High School, Ms. Jacoby clarified that the award was reduced compared to prior years as other applicants had higher-impact uses, and funding for race t-shirts did not appear the best use of the limited funds.

Councilmember Wood asked about follow-up support for unfunded applicants. Mr. Kolar confirmed he will make himself available to any organization that did not receive funding or received significantly less than requested, and that he maintained detailed notes from all committee deliberations to provide specific, actionable feedback. Ms. Jacoby noted the committee gave substantive written feedback for all unfunded organizations and encouraged reapplication.

Councilmember Snell confirmed that at least two organizations that applied in a prior year without success were funded this cycle.

Mayor Pro Tem Hultin noted that under the tiered structure, several large-tier applicants ultimately received awards below the small-grant threshold of $7,500, while some small-tier applicants received more — creating an imbalance in application burden relative to award size. Mr. Kolar clarified that the committee evaluated each application on its own merits regardless of tier, and that one organization requested exactly $7,501 specifically to earn a presentation opportunity before the committee.

Councilmember Larson raised a philosophical point about grant criteria, noting his preference in philanthropic contexts for funds to flow directly to program beneficiaries rather than toward staff salaries or operational costs at nonprofits. City

Manager Goff confirmed that this distinction was not part of the current evaluation criteria provided to the committee, and that any change would require Council direction for future cycles.
Consensus: Council provided consensus to move forward with the committee's recommendations for inclusion in the 2027 budget.

2. **Community Partner Grant Program (CPGP) – Wheat Ridge High School Allocations**
City Manager Goff introduced Wheat Ridge High School Principal Lisa Mahannah, who presented the school's planned allocation of the $20,000 block grant. Principal Mahannah explained the school prioritized programs based on financial need, student reach, and alignment with extracurricular participation as a driver of attendance, engagement, and on-track rates. The allocations were as follows:
    - STEM Program – $5,000: Covers transportation to competitions (Indianapolis) and materials for the nitrogen car program, which requires approximately $40,000 in materials annually.
    - Instrumental Music Program – $5,000: Supports an exchange trip to Germany (10 days, performing and cultural immersion with a sister school), as well as instrument repairs and ongoing program needs for the marching band and jazz ensemble.
    - Cheerleading – $3,000: Supports the team's bid to compete at nationals and efforts to increase youth participation; helps offset high program costs including travel.
    - PTSA – $4,000: Supports a new winter dance/incentive event, expanded scholarship opportunities for students unable to afford prom or homecoming tickets, and outreach programming. Principal Mahannah noted some students cannot afford the $60 prom ticket and that staff members sometimes personally cover those costs.
    - Football Boosters – $3,000: Supports team meals and community dinners and helps offset the $8,000 annual cost of the shared video recording system used across all sports programs for film review.

    Principal Mahannah expressed interest in developing a tiered small/large grant structure for the school's internal allocation process in future years, with an application cycle running February through May so programs receive notification at the start of the school year. She also committed to returning to Council with a follow-up presentation or video showing how the funds were used by each program.

    Council Discussion: Mayor Pro Tem Hultin asked about improving the timing of notification. Principal Mahannah confirmed that a February-through-May application window would allow programs to have funding confirmed at the start of the

academic year.
Councilmember Martell asked what student groups fall outside these five and might benefit in future cycles. Principal Mahana highlighted the language and interpretation pathway program (one of only two in the nation), the Gone Boarding (skateboarding) program, the horticulture program (the only one in the Jeffco district), and smaller clubs like speech and debate that lack boosters and rely entirely on a single teacher.
Consensus: Council expressed unanimous support for the allocations and the approach. No action was required.

3. **Communal Outdoor Dining Areas Ordinance**
City Manager Goff introduced the item, noting it arose from development interest at Clear Creek Crossing (specifically the Lookout at Clear Creek Crossing), and introduced Wyatt Peterson, Assistant to the City Manager. City Attorney Jerry Dahl, Deputy City Manager Marianne Schilling, and Deputy City Clerk Lucy Spalenka were also present as part of the team that developed the framework.

Mr. Peterson presented the proposed ordinance framework for Communal Outdoor Dining Areas (CODAs). Key elements of the presentation:

- A CODA is a defined common outdoor space shared by at least two eligible liquor licensees allowing food and alcohol service and consumption within approved boundaries.
- CODAs differ from special event permits, which are temporary and event-specific; a CODA is an ongoing licensing framework that becomes part of participating licensees' approved premises.
- Potential qualifying areas include the Lookout at Clear Creek Crossing and smaller adjacent shared patios such as Get Rights, Stiles, and Crate.
- Colorado law provides the legal authority; local governments must establish standards for application, review, and enforcement. Multiple Colorado communities (including Denver and Arvada) have already adopted similar frameworks.
- Applications would be submitted to the City Clerk and routed to the Police Department, Community Development, Public Works, Finance, Risk Management, the Fire District, and the City Attorney as needed.
- The City Clerk may approve routine applications administratively, approve with conditions, deny, or refer to an Administrative Hearing Officer.
- A unified security and control plan must be submitted and agreed upon by all participating licensees, who share joint responsibility for compliance.

- If only one licensee remains attached, the CODA cannot continue operating for shared alcohol service until at least two eligible licensees are again attached.
- Insurance is required before final approval, with continuous coverage required throughout participation.
- If the CODA includes City property or right-of-way, separate approval authority and conditions — including indemnification — apply.
- Proposed fee structure: $150 initial application fee plus $100 per additional licensee; no annual renewal fee for the CODA itself (standard liquor license renewals still apply). Specific fee amounts will be set by future resolution.
- Adoption of the ordinance would not approve any specific CODA; each proposal would still go through the full application and approval process.
  City Attorney Dahl provided the following comments and clarifications throughout discussion:
- He noted the City has relevant experience through the special event permit program, which already requires applicants to define perimeters, access points, security plans, and hours — experience that directly informs the CODA framework.
- On the question of insurance for shared spaces, Attorney Dahl explained that the insurance industry is familiar with extending coverage to joint venture or shared-use scenarios, and that the City would send applicants back to their insurers to develop an appropriate coverage plan. He noted one or more licensees could approach their insurer to add an additional insured for a small additional premium.
- On the scenario where one business leaves a CODA: Attorney Dahl explained the City Clerk's office would administratively suspend the CODA (no pejorative intended), the remaining business would retain its existing license premises rights but would need to file a modification of premises if it wished to continue serving alcohol in the shared area. Once a second licensee applies, the CODA could be administratively reactivated.
- On public property indemnification: Attorney Dahl confirmed that indemnification by participating businesses for use of City sidewalks or right-of-way would be required, plugged into the use permit for that property, and could also be bootstrapped as a condition of the CODA approval itself.
- On the modification of premises timeline: Attorney Dahl confirmed the process typically takes a few weeks.
  Councilmember Okada summarized the core concept as enabling multiple businesses to share a patio as though they each held the same licensed outdoor premises, and asked about the unified security plan. Mr. Peterson

acknowledged the security plan will be tailored to the size and nature of each CODA, ranging from early cutoff hours for smaller low-risk areas to formal security staffing for larger late-night operations.

Council Discussion: Councilmember Larson asked whether there would be public notice for applications near residential areas. Mr. Peterson confirmed that routine approvals handled administratively by the City Clerk would not require public notice, but that the City Clerk may elevate applications to the Administrative Hearing Officer when additional review is warranted — which could result in a public meeting.
Mayor Pro Tem Hultin raised a question about capacity management across businesses with varying levels of demand. Mr. Peterson indicated the application materials would require a stated capacity limit, which Community Development and the Fire District would review for reasonableness.
Councilmember Wood asked about enforcement and revocation. Mr. Peterson confirmed the ordinance allows the City Clerk to temporarily or permanently revoke CODA approval for noncompliance.

Consensus: Council provided consensus to direct staff to incorporate feedback, complete internal review with the City Attorney's office, and place the ordinance on future Council agendas for first and second readings.

4. Staff Report(s)

City Manager Goff provided the following updates:

- Hashtag is scheduled to open October 15, 2026. Staff is working to bring the CODA ordinance to Council in time to support their opening.
- I-70 and Kipling extended closure: The first weekend closure begins Friday, September 18 at 7:00 PM through Monday, September 21 at 6:00 AM, with a second closure the weekend of September 25th. The closures are related to improvements to the Kipling Bridge at I-70.
- Crunch Fitness will backfill the former Big Lots space on Wadsworth Boulevard.

5. Elected Officials' Report(s)

Mayor Pro Tem Hultin announced the upcoming Build A Bike event at Stevens Elementary on Thursday from 9:00–11:30 AM, now in its third year in four, led by Rose Hospital and Health One volunteer corps. Approximately 75 bikes will be built for every second grader, along with helmets and one-on-one riding support. She also

highlighted a new Bike Bus at Prospect Valley Elementary, which launched with 40 students and parents on its first Wednesday and will run the first and third Wednesday of each month on two routes. She credited the City's investments in safe walking and biking infrastructure as a driver of these programs.

Councilmember Ohm had nothing to report.

Councilmember Larson reported attending the Bellaire neighborhood block party on August 28, 2026; the Renewal Wheat Ridge regular meeting on September 1, 2026, discussing the 2027 budget; the quarterly Jeffco Commissioners and Municipal Leaders breakfast on September 3, 2026; a Labor Day trip to Steamboat Springs including a visit to the new Steamboat city hall and firehouse; the Wheat Ridge Business Association lunch at Discovery Park on September 8, 2026; and the Aura at the Ridge groundbreaking on September 9 with Mayor Stites and Councilmember Ohm. He also reminded residents that the Longer Table event is Sunday, September 27, 2026, from noon to 2:00 p.m. at the Green at 38th, with seats available at What's Up Wheat Ridge.

Councilmember Okada thanked public commenter Georganne Zeiger for raising awareness of long-term care issues, drawing on his three years of experience in long-term care pharmacy. He encouraged Council members to pick up the Respect, Oversight, Advocacy and Reform for Long Term Care (ROAR for LTC) event flyers on their way out.

Councilmember Snell also thanked Ms. Zeiger for her public comment and expressed interest in the September 27, 2026, walk. She announced that she and Councilmember Martell are holding afternoon office hours the following day, Tuesday, September 15, 2026, from 3:30–5:00 p.m. on the patio at Rolling Smoke Barbecue.

Councilmember Martell reported that her neighborhood held a block party utilizing the Local Works Block Party grant and recognized City Manager Goff for receiving an award at a recent Denver Regional Council of Governments (DRCOG) celebration.

Councilmember Quinn reported attending Coffee with the Mayor the previous Saturday. He noted he and Councilmember Wood are working on a date for a District 3 community update meeting, potentially at Prost. He acknowledged Labor Day and workers broadly, and recognized the 25th anniversary of September 11, 2001, thanking first responders and public safety personnel.

Councilmember Wood reported attending Coffee with the Mayor and her neighborhood block party, where Mayor Stites and Councilmember Quinn attended and were warmly received. She also reported attending the Municipal Leadership

Academy's second session in Grand Junction, which focused on water and climate — specifically the imbalance between where the state's water supply originates (80 percent west of the Continental Divide) and where 90 percent of the population lives (east of the Divide). She expressed appreciation for the learning opportunity and its relevance to local policymaking.

Mayor Korey Stites reported attending the Aura at the Ridge groundbreaking; a panel discussion in Arvada on aging in place alongside Amanda Harrison; hosting the Jeffco Municipal Breakfast; attending Councilmember Wood's and Councilmember Ohm's block parties; and Coffee with the Mayor at Mountain Milk. He announced the next Coffee with the Mayor will be October 10, 2026, at 9:00 a.m. at the Chalet. He also congratulated City Manager Goff on his DRCOG award.

Mayor Stites adjourned the meeting at 9:12 PM.

_____

Rachel Hultin, Mayor Pro Tem

_____

Lucy Spalenka, Deputy City Clerk

WHEAT RIDGE, CO



EST. 1969

PROCLAMATION
NATIONAL SUICIDE PREVENTION MONTH
SEPTEMBER 2026

WHEREAS, National Suicide Prevention Month, in conjunction with National Suicide Prevention Week, is an annual month-long campaign in the United States to inform and engage health professionals and the general public about suicide prevention and warning signs of suicide; and

WHEREAS, by drawing attention to the problem of suicide in the United States, the campaign also strives to reduce the stigma surrounding the topic, as well as encourage the pursuit of mental health assistance and support people who have attempted suicide; and

WHEREAS, as part of the campaign, health organizations are encouraged to conduct depression screenings, including self-administrated and online tests, and refer interested individuals to a national suicide and crisis line – Call or text 988 or chat at 988lifeline.org; and

WHEREAS, since 1975, National Suicide Prevention Week awareness events are held throughout the week corresponding to World Suicide Prevention Day, which is recognized annually on the 10th of September; and

WHEREAS, the City of Wheat Ridge provided funding to Jefferson Center to re-certify their Suicide Prevention Coordinator to be a QPR (Question, Persuade, Refer) Instructor to help save lives by teaching practical steps that anyone can take when they are concerned about someone who may be in crisis.

NOW THEREFORE BE IT RESOLVED that I Korey Stites, Mayor of the City of Wheat Ridge, and the Wheat Ridge City Council do hereby proclaim that September be declared,

SUICIDE PREVENTION MONTH

in the City of Wheat Ridge, Colorado

IN WITNESS WHEREOF, on this 28th day of September 2026.

Janeece Hoppe, City Clerk

Korey Stites, Mayor

WHEAT RIDGE, CO



EST. 1969

PROCLAMATION
BREAST CANCER AWARENESS MONTH

WHEREAS, for more than four decades, Breast Cancer Awareness Month has increased awareness of breast cancer prevention, early detection, diagnosis, treatment, and survivorship; and

WHEREAS, approximately one in eight women will be diagnosed with breast cancer during her lifetime, and early detection provides the best opportunity for successful treatment; and

WHEREAS, barriers such as cost, transportation, insurance coverage, and access to timely screening and care continue to affect individuals and communities; and

WHEREAS, the awareness campaign is remembering those who have lost their fight against breast cancer, standing with those who remember their loved ones and continuing to support our Nation's advocates; and

WHEREAS, the American Cancer Society is committed to ending breast cancer through lifesaving research, education, and progress towards a cure; and

WHEREAS, the Lutheran Breast Care Center at Lutheran Hospital offers comprehensive, compassionate, and patient-centered care for individuals with breast cancer and those at increased risk, supporting patients from screening through survivorship; and

WHEREAS, our community honors breast cancer survivors, supports those currently undergoing treatment and their caregivers, and remembers those whose lives have been lost to the disease.

NOW, THEREFORE BE IT RESOLVED that I, Korey Stites, Mayor of the City of Wheat Ridge, and the Wheat Ridge City Council hereby proclaim October 2026 as **BREAST CANCER AWARENESS MONTH** in the City of Wheat Ridge and encourage all residents to increase awareness, discuss appropriate screening with their healthcare providers, support equitable access to high-quality care, celebrate survivors, and remember those we have lost.

IN WITNESS THEREOF on this 28th day of September 2026.

Janeece Hoppe, City Clerk

Korey Stites, Mayor

City of Wheat Ridge

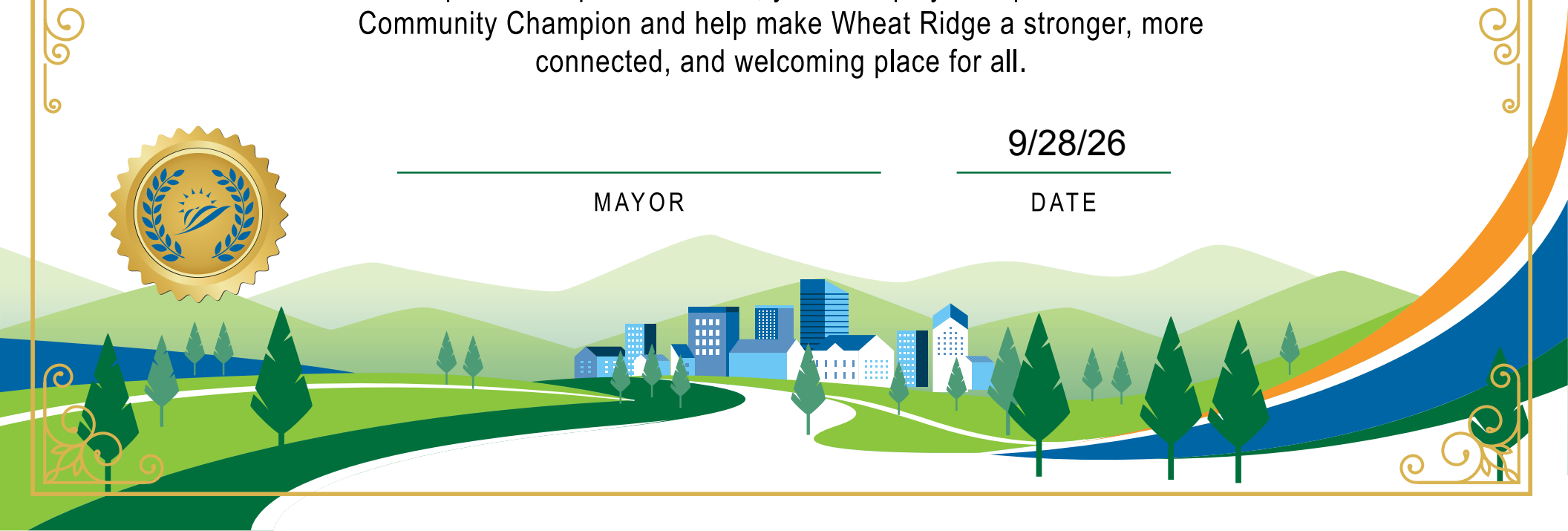
MAYOR'S
Community Champion Award

PROUDLY PRESENTED TO

Jocelyn Maguire

In recognition of your outstanding dedication, service, and commitment to the Wheat Ridge community. Through your leadership, generosity, and positive impact on others, you exemplify the spirit of a true Community Champion and help make Wheat Ridge a stronger, more connected, and welcoming place for all.

	9/28/26
MAYOR	DATE



WHEAT RIDGE, CO



EST. 1969

PROCLAMATION
INDIGENOUS PEOPLES' DAY
OCTOBER 12, 2026

WHEREAS, the City of Wheat Ridge acknowledges that it is situated on the traditional territory of the Cheyenne, Arapaho, and Ute Tribes. We further recognize the 48 contemporary Tribal Nations who lived on the lands that make up the State of Colorado; and

WHEREAS, Indigenous Peoples' Day is working to advance truth and reconciliation by building harmonious partnerships based on the recognition of rights, respect, truth, cooperation, humility, and friendship with indigenous people and communities across Wheat Ridge; and

WHEREAS, Indigenous Peoples' Day is a day to reflect on and celebrate the rich cultures, traditions, language, and ways of knowing and being of Indigenous Peoples and a day which is culturally and spiritually significant for may Indigenous People; and

WHEREAS, the City of Wheat Ridge recognizes and celebrates the significant historical and ongoing contributions of Indigenous people across Wheat Ridge in all aspects of daily life, including modern medicine, education, community wellness, and art and culture; and

WHEREAS, the City of Wheat Ridge strives to be an inclusive community and encourages everyone to reflect and learn about the diverse experiences, knowledge systems, and injustices that Indigenous Peoples have endured, including the forced displacement, cultural suppression, and system barriers that they have and continue to face across America and our community.

NOW THEREFORE BE IT RESOLVED, I, Korey Stites, Mayor of the City of Wheat Ridge, along with the Wheat Ridge City Council, formally designate October 12, 2026, as

INDIGENOUS PEOPLES' DAY

and urge all residents to take this opportunity to acknowledge the ongoing impacts of colonization on Indigenous Peoples and honor and learn about their rich and unique cultures in the spirit of reconciliation and healing, celebration, partnership and recognition of the richness with which they contribute to our community.

IN WITNESS WHEREOF, on this 28th day of September 2026.

Janeece Hoppe, City Clerk

Korey Stites, Mayor

ITEM NUMBER: 1
DATE: September 28, 2026

REQUEST FOR CITY COUNCIL ACTION

COUNCIL BILL NO. 18-2026

TITLE: AN ORDINANCE AMENDING CHAPTER 11 OF THE WHEAT RIDGE CODE OF LAWS THROUGH THE ADOPTION OF A NEW ARTICLE IV TO AUTHORIZE AND REGULATE COMMUNAL OUTDOOR DINING AREAS

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

QUASI-JUDICIAL ☐ YES ☒ NO

ISSUE:

The item under consideration is Council Bill No. 18-2026, which would amend Chapter 11 of the Wheat Ridge Code of Laws through the adoption of a new Article IV to authorize and regulate Communal Outdoor Dining Areas, or CODAs, consistent with state law.

PRIOR ACTION:

At the September 14, 2026 Special Study Session, City Council reviewed the proposed CODA framework and provided consensus to bring the ordinance forward for formal consideration. Following the Study Session, Staff prepared the ordinance for first reading.

FINANCIAL IMPACT:

The proposed ordinance does not establish specific CODA fee amounts. The proposed fees are expected to be incorporated into the City's fee schedule and adopted by resolution as part of the 2027 budget adoption scheduled on October 26, 2026.

The proposed fee structure is intended to reasonably offset the City's costs associated with application review and subsequent modifications without creating an unnecessary barrier to participation. Separate existing fees may also apply when a proposal requires use of public property, a right-of-way permit, a special event permit, a building or fire permit, or another City approval.

Fee Type	Proposed Fee	Description
Initial CODA Application	$150	Review of the joint CODA application, Site Plan, Security and Control Plan, and other common application materials.
Attachment/Modification of Premises	$100 per participating licensee	Applies to each liquor licensee attaching its licensed premises to the CODA.
Addition of an Attached Licensee	$100 per new licensee	Applies when an additional eligible liquor licensee joins an existing CODA.
Material Amendment to an Approved CODA	$100	Applies to material changes such as boundaries, hours, security, or significant operating conditions.
Removal of an Attached Licensee	No fee	No fee when removal does not otherwise result in a material amendment to the CODA.
Annual CODA Renewal	No separate fee	Participating businesses remain subject to applicable annual liquor license renewal requirements and fees.
Other Required Permits or Approvals	Applicable existing fee	Separate existing fees may apply for public property, special events, right-of-way, building, fire, or other required approvals.

BACKGROUND:

Colorado law, C.R.S. § 44-3-912, allows two or more eligible liquor licensees, including an approved sales room, to share a communal outdoor area for food and alcohol beverage service, subject to approval by the state and local licensing authorities. Participating licensees must receive approval to attach their liquor licenses to the CODA and modify their licensed premises to include the shared area.

The Wheat Ridge Code of Laws does not currently establish a local application process or operating standards for CODAs. Staff began evaluating a local framework in response to interest from local businesses seeking a lawful mechanism for adjacent liquor licensees to share outdoor dining space. The proposed ordinance would establish that local framework while retaining state licensing requirements and City oversight.

Adoption of the ordinance would not approve any specific CODA. Each proposed CODA would remain subject to the applicable state and local application and approval requirements.

Application and Approval Process

Under the proposed ordinance, applicants would submit a CODA application to the City Clerk. The application would include identification of participating licensees, a detailed Site Plan,

documentation of the right to occupy and control the proposed area, a unified Security and Control Plan, proposed operating hours, insurance documentation, sanitation and maintenance information, and information regarding any proposed use of public property.

Applications may be routed to appropriate City departments and reviewing agencies. Routine applications may be handled administratively by the City Clerk on behalf of the Local Licensing Authority. Matters involving unresolved compliance or public safety issues, neighborhood impacts, discretionary use of public property, or other significant concerns may be referred to the Liquor License Authority for a public hearing and determination. The City may also require notice when warranted by the circumstances of an application.

Operating and Public Safety Requirements
Each approved CODA would operate under a unified Security and Control Plan binding on all participating licensees and persons acting on their behalf. The plan would address supervision, security, alcohol control, boundary control, access, signage, sanitation, incident response, communication among participating licensees, and communication with City and emergency personnel.
The Security and Control Plan would include procedures for supervising the CODA, controlling its boundaries, preventing alcohol beverages from leaving the CODA or alcohol beverages purchased outside the CODA from being brought into the CODA, addressing violations and incidents, and maintaining sanitation and cleanup procedures.

Insurance and Use of Public Property
Each participating licensee would be required to obtain insurance covering the entire CODA before final approval and maintain that coverage while participating. The proposed minimums are $1 million per occurrence and $2 million aggregate for commercial general liability coverage, and $1 million per occurrence or common cause and $1 million aggregate for liquor liability coverage.

Approval of a CODA would not independently authorize the use of City-owned property or public right-of-way. Any proposed use of public property would require separate City authorization and the City may impose conditions reasonably necessary for such use.

Enforcement
The proposed ordinance provides inspection, suspension, revocation, nonrenewal, and emergency closure authority. The Liquor Licensing Authority may suspend, revoke, refuse to renew, or impose conditions on a CODA approval. The Chief of Police or Fire Marshal may order the immediate temporary closure or emergency suspension of all or any portion of a CODA when necessary to address an imminent or existing threat to public health, safety, or welfare. The City may also recover certain costs associated with closing, securing, correcting, restoring, or reopening a CODA to the extent permitted by law.

RECOMMENDATION:
Staff recommend approval of Council Bill No. 18-2026 on first reading.

RECOMMENDED MOTION:

"I move to approve Council Bill No. 18-2026, an ordinance amending Chapter 11 of the Wheat Ridge Code of Laws through the adoption of a new Article IV to authorize and regulate Communal Outdoor Dining Areas, order it published and public hearing set for October 26, 2026 in City Council Chambers, and if adopted on second reading to take effect immediately."

Or,

"I move to postpone Council Bill No. 18-2026, an ordinance concerning Communal Outdoor Dining Areas, for the following reasons:"

REPORT PREPARED/REVIEWED BY:

Wyatt Peterson, Assistant to the City Manager
Marianne Schilling, Deputy City Manager
Jerry Dahl, City Attorney
Patrick Goff, City Manager

ATTACHMENTS:

1. Council Bill No. 18-2026

CITY OF WHEAT RIDGE, COLORADO
INTRODUCED BY COUNCIL MEMBER ____
COUNCIL BILL NO. 18
ORDINANCE NO. 1851
Series 2026

TITLE: AN ORDINANCE AMENDING CHAPTER 11 OF THE WHEAT RIDGE CODE OF LAWS THROUGH THE ADOPTION OF A NEW ARTICLE IV TO AUTHORIZE AND REGULATE COMMUNAL OUTDOOR DINING AREAS

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

WHEREAS, pursuant to its home rule authority, the City, acting through its City Council ("Council") is authorized to adopt ordinances necessary and proper to protect and promote the public health, safety, and welfare; and

WHEREAS, C.R.S. § 44-3-912 authorizes a communal outdoor dining area to be shared by two or more persons licensed for on-premises consumption, including an approved sales room, subject to approval by the state and local licensing authorities; and

WHEREAS, C.R.S. § 44-3-912 requires state and local licensing authority approval before a licensee may attach its liquor license to a communal outdoor dining area and modify its licensed premises to include the communal outdoor dining area; and

WHEREAS, the Council finds that communal outdoor dining areas ("CODAs") may support local businesses, encourage outdoor dining, promote pedestrian-oriented commercial activity, and provide a practical tool for shared outdoor food and alcohol beverage service among eligible licensees; and

WHEREAS, the Council further finds that CODAs require clear local standards governing application review, premises control, security, alcohol service, sanitation, insurance, signage, operations, use of public property, and enforcement; and

WHEREAS, the City Council finds and determines that adoption of regulations concerning CODAs is in the best interests of the City and necessary for the preservation and protection of the public health, safety, and welfare.

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

Section 1. Chapter 11 of the Code, concerning licensing, is hereby amended through the addition of a new Article IV concerning communal outdoor dining areas, to read in its entirety as follows:

ATTACHMENT 1

ARTICLE IV. COMMUNAL OUTDOOR DINING AREAS

Sec. 11-100. - Definitions.

For purposes of this Article, the following words and phrases shall have the meanings set forth below. Words and phrases not defined in this Article shall have the meanings set forth in the Colorado Liquor Code, the Colorado Beer Code, applicable state liquor regulations, and the Wheat Ridge Code of Laws.

Attached Licensee means an eligible Licensee whose license has been approved by the state and Local Licensing Authorities to attach to a Communal Outdoor Dining Area and whose licensed premises have been approved by the state and Local Licensing Authorities to include the Communal Outdoor Dining Area.

Chief of Police means the Chief of Police of the City of Wheat Ridge or the Chief's designee.

City means the City of Wheat Ridge, Colorado.

City Clerk means the City Clerk of the City of Wheat Ridge or the City Clerk's designee.

City Manager means the City Manager of the City of Wheat Ridge or the City Manager's designee.

Eligible Licensee means a person or entity licensed for on-premises consumption under Article 3 or Article 4 of Title 44, C.R.S., including an approved sales room, that is eligible under state law to attach its license to a Communal Outdoor Dining Area.

Licensee means a person or entity holding a valid state and local license or permit issued under the Colorado Liquor Code or Colorado Beer Code.

Local Licensing Authority means the City's local Liquor Licensing Authority, including the City Clerk when acting administratively on behalf of the Local Licensing Authority and the Liquor Licensing Authority when a matter is referred for hearing or otherwise assigned to the Liquor Licensing Authority under the Wheat Ridge Code of Laws.

Public Property means any real property, facility, street, alley, sidewalk, plaza, park, trail, right-of-way, parking area, or other property owned, leased, controlled, operated, or maintained by the City.

Security and Control Plan means the written plan approved by the state and Local Licensing Authority governing supervision, security, alcohol control, boundary control, access, signage, sanitation, communication with licensees and City and emergency personnel, and management of a Communal Outdoor Dining Area.

Site Plan means a scaled or dimensioned drawing, diagram, or exhibit, in a form acceptable to the City Clerk, depicting the proposed Communal Outdoor Dining Area and surrounding area. At a minimum, the Site Plan shall identify the proposed boundaries of the Communal Outdoor Dining Area, adjacent Licensed Premises, entrances and exits, barriers or boundary-control measures, tables, seating, service areas, pedestrian routes, emergency access, accessible routes, sidewalks, rights-of-way, parking areas, Public Property, and any other information required by the City to evaluate the location, operation, security, access, and public safety impacts of the proposed Communal Outdoor Dining Area.

Sec. 11-101. - Communal Outdoor Dining Area authorized, general compliance.

(a) A Communal Outdoor Dining Area may be established and operated in the City only in accordance with C.R.S. § 44-3-912, applicable state liquor regulations, this Article, and all other conditions imposed by the Local Licensing Authority.

(b) A Communal Outdoor Dining Area may be shared by two or more Eligible Licensees, including an approved sales room, subject to approval by the state and Local Licensing Authorities.

(c) It shall be unlawful to sell, serve, dispense, provide, or permit consumption of Alcohol Beverages in a Communal Outdoor Dining Area unless licensed pursuant to the provisions of this Article.

(d) Approval of a Communal Outdoor Dining Area does not authorize the use of Public Property unless such use is separately and expressly approved by the City.

Sec. 11-102. - Authority of City Clerk, Liquor Licensing Authority, and Public Safety Officials.

(a) The City Clerk may refer any Communal Outdoor Dining Area application or matter to the Liquor Licensing Authority for public hearing and determination when the City Clerk determines that the application or matter presents:

(1) Unresolved compliance issues;
(2) Documented public safety concerns;
(3) Neighborhood impacts;
(4) Requested deviations from standard conditions;
(5) Use of Public Property requiring discretionary review;
(6) Unresolved Police, Fire, Public Works, Community Development, Risk Management, or City Attorney comments;
(7) Potential grounds for denial, suspension, revocation, or nonrenewal; or
(8) Any other circumstance warranting hearing review.

(b) The Liquor Licensing Authority may approve, approve with conditions, deny, renew, amend, suspend, or revoke a Communal Outdoor Dining Area approval.

(c) Nothing in this Article limits the authority of the City Clerk to process applications, request additional information, determine completeness, refer matters for review, impose administrative requirements, or enforce conditions of approval.

Sec. 11-103. - Application required.

(a) A Communal Outdoor Dining Area application shall include, at a minimum:

(1) The name, address, telephone number, and email address of each proposed Attached Licensee;
(2) Copies of the current state and local liquor licenses for each proposed Attached Licensee;
(3) Submission of all required state forms;
(4) Payment of all required fees;
(5) Evidence that each proposed Attached Licensee is eligible under state law to attach to a Communal Outdoor Dining Area;
(6) A site plan and diagram showing the proposed Communal Outdoor Dining Area;
(7) A statement demonstrating that the Communal Outdoor Dining Area is within one thousand feet of the permanent Licensed Premises of each proposed Attached Licensee, measured by direct pedestrian access as required by state law;
(8) A proposed Security and Control Plan in conformance with requirements of this Article;
(9) Evidence of the right to occupy and control the proposed Communal Outdoor Dining Area;
(10) Proposed days and hours of operation;
(11) A description of proposed food and Alcohol Beverage service;
(12) A description of proposed supervision, staffing, security, and responsible alcohol service controls;
(13) A description of proposed signage, barriers, and boundary controls in accordance with the requirements of this Article;
(14) A description of sanitation, trash, recycling, cleaning, maintenance, snow removal, and end-of-day cleanup in conformance with section 11-109, including identification of restroom facilities available to patrons;

(15) Evidence of insurance satisfying the requirements of this Article;
(16) A description of any proposed use of Public Property;
(17) A description of how the Communal Outdoor Dining Area will comply with accessibility, fire access, emergency access, zoning, building, traffic, right-of-way, and public safety requirements;
(18) A statement identifying any retail food establishments without liquor licenses that will serve food within the Communal Outdoor Dining Area, if any;
(19) A description of incident reporting procedures;
(20) A twenty-four hour contact person for the Communal Outdoor Dining Area; and
(21) Any other information reasonably required by the City Clerk, Liquor Licensing Authority, City Manager, Chief of Police, Fire Marshal, Public Works Director, Community Development Director, Risk Manager, or City Attorney.

(a) Acceptance of an application for review shall not constitute approval of the application or a determination that the application satisfies state or local requirements.

(b) The City may establish application fees, renewal fees, amendment fees, inspection fees, Public Property use fees, cost reimbursement requirements, and other fees related to Communal Outdoor Dining Areas through resolution of the Council.

Sec. 11-104. - Concurrent application and modification of premises.

(a) Each proposed Attached Licensee shall obtain all state and local approvals required to modify its Licensed Premises to include the Communal Outdoor Dining Area.

(b) If permitted by state law and accepted by the City Clerk, proposed Attached Licensees may submit a joint application to modify their Licensed Premises to include the Communal Outdoor Dining Area.

(c) Each proposed Attached Licensee shall be responsible for paying all required state and local fees applicable to its modification of premises and attachment to the Communal Outdoor Dining Area.

(d) Local approval of a Communal Outdoor Dining Area shall be conditioned upon final approval by the State Licensing Authority when state approval is required.

Sec. 11-105. - Review of application.

(a) The City Clerk may approve, approve with conditions, deny, or refer the application to the Liquor Licensing Authority.

(b) If the application is referred to the Liquor Licensing Authority, the Liquor Licensing Authority may conduct a public hearing and may approve, approve with conditions, or deny the application.

(c) The City may require notice to adjacent property owners, adjacent businesses, neighborhood organizations, or the public when the City Clerk or Liquor Licensing Authority determines that notice is appropriate due to the location, size, use of Public Property, operational characteristics, objections, or potential impacts of the proposed Communal Outdoor Dining Area. When notice is required, the City Clerk shall determine the appropriate form, manner, recipients, and timing of notice based on the nature and potential impacts of the application. Notice may include mailed notice, posted notice, publication, electronic notice, or other reasonable means. At a minimum, the notice shall identify the proposed Communal Outdoor Dining Area, its location, the nature of the request, the manner and deadline for submitting comments or objections, and, if applicable, the date, time, and location of any public hearing.

(d) In determining whether to approve a Communal Outdoor Dining Area, the City Clerk or Liquor Licensing Authority may consider any factor relevant to state law, local law, the provisions and requirements of this Article, and the public health, safety, and welfare.

Sec. 11-106. - Security and Control Plan.

(a) No Communal Outdoor Dining Area may operate unless a unified Security and Control Plan has been approved by the State and City. The Security and Control Plan shall be binding on all Attached Licensees, employees, agents, contractors, managers, security personnel, and persons acting on behalf of an Attached Licensee.

(b) The Security and Control Plan shall include, at a minimum:

(1) Identification of all Attached Licensees;
(2) A detailed site plan;
(3) Days and hours of operation;
(4) Procedures for supervising and controlling the Communal Outdoor Dining Area during all hours of operation;
(5) Identification of the Licensee or Licensees responsible for providing supervision or security during each period of operation;
(6) Procedures for preventing Alcohol Beverages from leaving the Communal Outdoor Dining Area;
(7) Procedures for preventing Alcohol Beverages purchased outside the Communal Outdoor Dining Area from being brought into the Communal Outdoor Dining Area;
(8) Procedures for ensuring that Alcohol Beverages are sold only by and under the control of Attached Licensees;

(9) Procedures for preventing service to persons under twenty-one years of age;
(10) Procedures for preventing service to visibly intoxicated persons;
(11) Procedures for removing visibly intoxicated persons;
(12) Procedures for preventing visibly intoxicated persons from remaining within the Communal Outdoor Dining Area without an acceptable purpose;
(13) Procedures for identifying and addressing violations;
(14) Procedures for communicating among Attached Licensees;
(15) Procedures for communicating with the Police Department, Fire District, City Clerk, and other City officials;
(16) Procedures for incidents, complaints, emergencies, disorderly conduct, medical events, and law enforcement response;
(17) Procedures for removing all Alcohol Beverages from the Communal Outdoor Dining Area at the end of approved hours of operation;
(18) Signage and boundary-control requirements;
(19) Sanitation, trash, recycling, restroom, maintenance, and cleanup procedures;
(20) Acknowledgment by any participating retail food establishment without a liquor license that Alcohol Beverages may be served in the Communal Outdoor Dining Area only by and under the control of the Attached Licensees;
(21) Insurance information; and
(22) Any other information required by the City or State.

(c) No material change to the Security and Control Plan may be made without prior approval of the City Clerk or Liquor Licensing Authority, and the State Licensing Authority when required by state law. Minor administrative changes to the Security and Control Plan may be approved by the City Clerk if the City Clerk determines that the change does not materially affect public safety, boundaries, hours, alcohol service, security, supervision, or conditions of approval.

Sec. 11-107. - Insurance.

(a) Each Attached Licensee shall obtain and maintain insurance covering the Communal Outdoor Dining Area in amounts and forms acceptable to the City and the State Licensing Authorities. At a minimum, each Attached Licensee shall maintain the following insurance:

(1) Commercial general liability insurance with limits of not less than one million dollars per occurrence and two million dollars aggregate; and

(2) Liquor liability insurance with limits of not less than one million dollars per occurrence or common cause and one million dollars aggregate.

(b) Required insurance shall be endorsed to expressly include the entire Communal Outdoor Dining Area, and shall be primary; it being the intent of this requirement that each such policy shall provide coverage despite the coverage of any other policy, whether provided as a requirement of the issued Licenses, or otherwise.

(c) If any portion of the Communal Outdoor Dining Area is located on Public Property or within public right-of-way, the City of Wheat Ridge, its elected and appointed officials, officers, employees, agents, and insurers shall be named as additional insureds on the required commercial general liability and liquor liability policies.

(d) The City may require higher insurance limits, additional coverage, or additional insured endorsements when the City Clerk, City Manager, City Attorney, or the City's risk manager determines that higher limits or additional coverage are reasonably necessary based on the location, size, hours, occupancy, use of Public Property, public right-of-way impacts, operational characteristics, claims history, or public safety risks associated with the Communal Outdoor Dining Area.

(e) Insurance shall be maintained continuously during the term of approval. Certificates of insurance and endorsements shall be provided to the City upon application, renewal, amendment, and request.

(f) Failure to obtain or maintain required insurance shall constitute grounds for denial, suspension, revocation, nonrenewal, or immediate closure.

(g) To the fullest extent permitted by law, the Attached Licensees shall indemnify, defend, and hold harmless the City, its officers, elected officials, employees, agents, and insurers from and against claims, damages, liabilities, losses, costs, and expenses arising out of or related to the operation of the Communal Outdoor Dining Area, except to the extent caused by the City's willful and wanton conduct.

(h) Nothing in this Article shall be construed as a waiver of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., or any other immunity, defense, limitation, or protection available to the City.

Sec. 11-108. - Use of Public Property.

(a) Approval of a Communal Outdoor Dining Area does not authorize use of Public Property unless such use is expressly approved by the City. Use of Public Property may require a separate agreement, encroachment

permit, right-of-way permit, revocable license, street closure permit, park permit, special event permit, temporary use permit, or other authorization.

(b) The City may impose any conditions on the use of Public Property that are deemed reasonably necessary by the City.

(c) The City may deny or revoke use of Public Property if the use is inconsistent with public safety, access, mobility, maintenance, infrastructure, neighborhood compatibility, or the public interest.

Sec. 11-109. - Sanitation and maintenance.

(a) Attached Licensees shall maintain the Communal Outdoor Dining Area and any affected Public Property in a clean, safe, sanitary, and orderly condition.

(b) Attached Licensees shall provide or arrange for adequate trash receptacles, recycling receptacles, restroom facilities, cleaning, waste removal, and end-of-day cleanup.

(c) Attached Licensees shall promptly remove all trash, litter, abandoned containers, food waste, and Alcohol Beverages from the Communal Outdoor Dining Area at the end of each operating period.

(d) The City may require additional sanitation, maintenance, or cleaning measures if the Communal Outdoor Dining Area results in trash, odors, spills, unsanitary conditions, pests, blocked access, or other adverse impacts.

Sec. 11-110. - Suspension, revocation, emergency closure, police authority and nonrenewal.

(a) The Liquor Licensing Authority may suspend, revoke, deny, refuse to renew, or impose conditions on a Communal Outdoor Dining Area approval upon any ground authorized by state law, this Article, the provisions of Article III of this Code, or pursuant to any conditions of approval.

(b) The Chief of Police or Fire Marshal may order immediate temporary closure or emergency suspension of all or any portion of a Communal Outdoor Dining Area when necessary to address an imminent or existing threat to public health, safety, or welfare. An emergency closure or suspension may apply to the entire Communal Outdoor Dining Area, a portion of the Communal Outdoor Dining Area, one or more access points, one or more Attached Licensees, or any activity occurring within or adjacent to the Communal Outdoor Dining Area.

(c) Upon issuance of an emergency closure or suspension order, the Attached Licensees and any employees, agents, contractors, managers, or

security personnel acting on their behalf shall immediately comply with the order and shall take all actions directed by the issuing official.

(d) The Chief of Police or Fire Marshal is authorized to physically restrict entry to, clear, close, or secure all or part of a Communal Outdoor Dining Area when immediate action is necessary to protect public safety or when an Attached Licensee, employee, agent, contractor, manager, or security personnel fails to immediately comply with an emergency closure, suspension, or corrective order.

(e) The Chief of Police or Fire Marshal may move, remove, secure, or cause the removal of any barrier, table, chair, heater, tent, sign, fixture, vehicle, cord, or other object located within or adjacent to a Communal Outdoor Dining Area when the object creates a hazard, obstructs emergency access, obstructs pedestrian or disability access, interferes with traffic control, interferes with public infrastructure, or prevents implementation of an emergency closure or suspension order.

(f) Notice of an emergency closure, suspension, or corrective order may be provided verbally at the scene to any Attached Licensee, employee, agent, contractor, manager, security personnel, or person apparently in control of the Communal Outdoor Dining Area. Verbal notice shall be sufficient to require immediate compliance. When an emergency closure or suspension order is issued verbally, the issuing official, or the City Clerk on behalf of the issuing official, shall prepare a written confirmation of the order as soon as practicable, and preferably no later than the next business day. The written confirmation shall identify, to the extent practicable:

(1) The date and time of the order;
(2) The official issuing the order;
(3) The area affected;
(4) The basis for the order;
(5) The corrective actions required, if any;
(6) The conditions for reopening, if any; and
(7) The process for requesting review, if applicable.

(g) An emergency suspension or closure shall remain in effect until the Chief of Police or Fire Marshal entering the suspension or closure determines that the condition requiring closure or suspension has been corrected and that reopening will not create an unreasonable risk to public health, safety, or welfare.

(h) Reopening may be authorized verbally when immediate reopening is appropriate, provided that written confirmation of reopening shall be provided as soon as practicable. The City may require inspection, corrective

action, additional security, revised barriers, revised signage, revised operations, or other conditions before reopening.

(i) The City may recover from the Attached Licensees any costs incurred by the City to close, secure, clear, correct, restore, or reopen a Communal Outdoor Dining Area, including costs related to police services, public works, barriers, traffic control, cleanup, repair, or contractor assistance, to the extent permitted by law.

(j) Except in the case of emergency suspension or immediate closure, the City shall provide notice and an opportunity to be heard before revocation or nonrenewal.

Sec. 11-111. - Prohibited acts.

It shall be unlawful for any person to violate any provision of this Article or any provision of the Colorado Liquor Code. Violations of this Article may be enforced against any Licensee, employee, agent, contractor, security personnel, patron, or other responsible person, as applicable. Each day a violation continues shall constitute a separate violation. Remedies under this Article are cumulative and may include criminal, civil, administrative, licensing, injunctive, or other remedies available under law.

Sec. 11-112. - Inspections and records.

The City, Police Department, Fire District, Local Licensing Authority, State Licensing Authority, and other authorized officials may inspect the Communal Outdoor Dining Area, records required by this Article, signage, barriers, security arrangements, and operations for compliance with this Article and applicable law. Attached Licensees shall maintain records necessary to demonstrate compliance with this Article. Records shall be made available to the City upon reasonable request.

Section 2. 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 3. Effective Date. This Ordinance shall take effect immediately.

INTRODUCED, READ, AND ADOPTED on first reading by a vote of __ to __ on this 28th day of September 2026, ordered published by title and in full on the City's website as provided by the Home Rule Charter, and Public Hearing and consideration on final passage set for October 26, 2026 at 6:30 p.m., as a virtual meeting and in the Council Chambers, 7500 West 29th Avenue, Wheat Ridge, Colorado.

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

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: September 29, 2026
Second Publication: October 27, 2026
Effective Date: October 26, 2026
Jeffco Transcript and www.ci.wheatridge.co.us

ITEM NUMBER: 2
DATE: September 28, 2026

REQUEST FOR CITY COUNCIL ACTION

COUNCIL BILL NO. 19-2026

TITLE: AN ORDINANCE AMENDING THE WHEAT RIDGE CODE OF LAWS CONCERNING THE OCCUPATION TAX ON BASIC LOCAL EXCHANGE SERVICE

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

QUASI-JUDICIAL ☐YES ☒NO

ISSUE:

The City imposes an occupation tax on telecommunications telephone service, which also applies to cell phone service. This ordinance amends the relevant definition to restore it to the pre-2023 version, to be consistent with a decision in 2024 by the Colorado Supreme Court.

PRIOR ACTION:

In 2023, the City amended the relevant definition of telephone line to better address increasing cellular and decreasing landline usage.

FINANCIAL IMPACT:

Annual revenue received from the telephone occupation tax, between 2020 and 2025, has ranged from $574,382 to $876,297 and has averaged $691,933. Maintaining the administrative pause on the city's 2024 telecommunications occupation tax is not expected to have a significant financial impact. Telecommunications occupation tax revenue is anticipated to gradually decline over the three-year period, with an estimated reduction of approximately 5–10% annually.

BACKGROUND:

For decades, the City has imposed an occupation tax on telecommunications telephone service. Originally this tax was only on landline telephones and is paid by the telephone service providers, including AT&T, Verizon, and CenturyLink. As cell phones increasingly replaced land lines, the method for computing the tax became less equitable. The

calculation of the tax was revised by ordinance in 2023 to better address the reality of the dominant use of cell phones.

Meanwhile, however, the City of Lakewood's tax, which is substantially similar to Wheat Ridge's tax, was invalidated by the Colorado Supreme Court as a “new tax" which had not been approved by the voters under the Taxpayer's Bill of Rights. Because of the similarities between the Wheat Ridge tax and the Lakewood tax, the Finance Manager, after consulting with the City Attorney and the City's outside counsel on telecommunications matters, placed an administrative pause on the collection of the City’s 2024 tax, returning it to the version of tax which was in place before the 2024 amendment. This took place effective January 1, 2026.

The staff now believe this change should be made permanent. If in the future there is a basis to revise the tax in a way to make it more equitable, a revision will be brought forward, or, alternatively, the City could put the question of the tax on the ballot. Meanwhile, however, for administrative simplicity and to appropriately guide tax paying businesses, this ordinance makes the administrative pause a formal change in the City's Code.

STAFF RECOMMENDATION:

Staff recommend approval of the ordinance.

RECOMMENDED MOTION:

“I move to approve Council Bill No. 19-2026, an ordinance amending the Wheat Ridge Code of Laws concerning the occupation tax on basic local exchange service; order it published, public hearing set for Monday, October 26, 2026, at 6:30 p.m., as a virtual meeting and in City Council Chambers, 7500 West 29th Avenue, and that it takes effect fifteen days after final publication as provided by Section 5.11 of the Charter.”

REPORT PREPARED/REVIEWED BY:

Mark Colvin, Finance Manager
Chris Molison, Administrative Services Director
Gerald Dahl, City Attorney
Patrick Goff, City Manager

ATTACHMENTS:

1. Council Bill No. 19-2026

CITY OF WHEAT RIDGE, COLORADO
INTRODUCED BY COUNCIL MEMBER
Council Bill No. 19
Ordinance No. 1852
Series 2026

TITLE: AN ORDINANCE AMENDING THE WHEAT RIDGE CODE OF LAWS CONCERNING THE OCCUPATION TAX ON BASIC LOCAL EXCHANGE SERVICE

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

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

WHEREAS, in the exercise of this authority, the City Council has previously adopted Article III of Chapter 22 of the Wheat Ridge Code of Laws (the "Code") governing taxation, and in particular the levy of an occupation tax on basic local telecommunication service; and

WHEREAS, the City amended the telecommunications tax in various particulars, most recently in September 2023; and

WHEREAS, as a result of the decision of the current Supreme Court in *Metro PCS v Lakewood* in 2025, the City elected to place an administrative pause on the definition of "line" in the City's 2024 telecommunications occupation tax; and

WHEREAS, the Council has determined that the administrative pause on the prior application of the telecommunications tax should be made permanent until such time as the Council chooses to adopt further amendments.

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

Section 1. **S**ection 22-121 of the Code is amended by repealing and replacing the definition of "line" to read:

> *LINE* SHALL MEAN A SEPARATE TELEPHONE NUMBER, EXCEPT THAT, TO THE EXTENT BASIC LOCAL TELECOMMUNICATION SERVICE IS PROVIDED THROUGH TRUNKS, A LINE SHALL MEAN NETWORK ACCESS REGISTER OR ITS FUNCTIONAL EQUIVALENT.

Section 2. 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 3. Effective Date. This Ordinance shall take effect fifteen (15) days after final publication, as provided by Section 5.11 of the Charter.

INTRODUCED, READ, AND ADOPTED on first reading by a vote of ___ to ___ on this 28th day of September 2026, ordered published in full on the City's website as provided by the Home Rule Charter, and Public Hearing and consideration on final passage set for October 26, 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 26th day of October 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: September 29, 2026
Second Publication: October 27, 2026
Effective Date: November 12, 2026

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

ITEM NUMBER: 3
DATE: September 28, 2026

REQUEST FOR CITY COUNCIL ACTION

RESOLUTION NO. 47-2026

TITLE: A RESOLUTION AFFIRMING THE WHEAT RIDGE CITY COUNCIL'S SUPPORT FOR PROTECTING CIVIL RIGHTS, HUMAN DIGNITY, PUBLIC SAFETY, AND COMMUNITY TRUST

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

QUASI-JUDICIAL ☐YES ☒NO

ISSUE:

Adoption of Resolution No. 47 affirms the City's commitment to protecting civil rights, human dignity, public safety, and community trust, and establishing policy direction regarding local participation in federal civil immigration enforcement and the use of City property and facilities.

PRIOR ACTION:

At the June 21, 2026, City Council meeting, members of the public requested that the City adopt several policies related to immigration enforcement and the interaction between the Wheat Ridge Police Department (WRPD) and U.S. Immigration and Customs Enforcement (ICE). Following public comments, the Mayor Pro Tem, with support from Council, requested that staff evaluate the requests and provide policy recommendations.

At the August 24, 2026, study session, staff presented a report summarizing each of the requests, analyzing the City's legal authority and operational considerations, and providing staff recommendations.

FINANCIAL IMPACT:

No significant financial impact is anticipated from adoption of the resolution. Implementation will primarily involve review and, as necessary, modification of existing administrative policies, procedures, training, and public information.

BACKGROUND:

The resolution recognizes that civil immigration enforcement is principally a federal responsibility and reaffirms that the Wheat Ridge Police Department's mission is focused on public safety, enforcement of Colorado criminal law and municipal ordinances, crime prevention, and service to the community. The resolution also recognizes the City's obligation to comply with applicable federal and state law, court orders, and judicial warrants.

The resolution would:

- Affirm the City's commitment to civil rights, human dignity, and equal access to City services.
- Establish that City personnel will not undertake federal civil immigration enforcement as an independent municipal function.
- Require City Council authorization before the City enters into a federal immigration-enforcement agreement under Section 287(g) or a successor program.
- Establish limitations on the use of City personnel, equipment, information, and facilities to support federal civil immigration enforcement, subject to applicable legal obligations and public-safety exceptions.
- Reaffirm that Wheat Ridge Police Department holding cells are temporary facilities for short-term, lawful local law-enforcement purposes and are not to be operated as long-term detention facilities or facilities for federal civil immigration enforcement.
- Reaffirm the Zoning Code prohibition on confinement facilities, subject to the existing exception for qualifying Wheat Ridge Police Department holding facilities.
- Establish an expedited process for reviewing and enforcing violations involving prohibited confinement facilities.
- Direct the City Manager, in consultation with the City Attorney and Police Chief, to review and update administrative policies and training as reasonably necessary to implement the resolution.

RECOMMENDATIONS:

Staff recommend adoption of Resolution No. 47, Series of 2026.

RECOMMENDED MOTION:

"I move to approve Resolution No. 47-2026, a resolution affirming the Wheat Ridge City Council's support for protecting civil rights, human dignity, public safety, and community trust."

Or,

"I move to postpone indefinitely Resolution No. 47-2026, a resolution affirming the Wheat Ridge City Council's support for protecting civil rights, human dignity, public safety, and community trust for the following reason(s)."

REPORT PREPARED/REVIEWED BY:

Patrick Goff, City Manager
Chris Murtha, Police Chief
Jerry Dahl, City Attorney

ATTACHMENTS:

1. Resolution No. 47-2026

CITY OF WHEAT RIDGE, COLORADO

RESOLUTION NO. 47

Series of 2026

TITLE: A RESOLUTION AFFIRMING THE WHEAT RIDGE CITY COUNCIL'S SUPPORT FOR PROTECTING CIVIL RIGHTS, HUMAN DIGNITY, PUBLIC SAFETY, AND COMMUNITY TRUST

WHEREAS, the City of Wheat Ridge is committed to treating every person with dignity, fairness, and respect and to protecting the civil and constitutional rights of all people who live in, work in, visit, or seek services in the City; and

WHEREAS, equal protection under law, due process, freedom from unlawful discrimination, and access to public safety and municipal services are essential to a safe, healthy, and inclusive community; and

WHEREAS, community trust strengthens public safety by encouraging residents and witnesses to report crimes, seek assistance, cooperate with investigations, and participate in civic life without fear that requesting local services will expose them to discrimination or retaliation; and

WHEREAS, civil immigration enforcement is principally a federal responsibility, while the Wheat Ridge Police Department's mission is to protect public safety and enforce Colorado law and the City's municipal ordinances; and

WHEREAS, Colorado law limits the participation of local governments and local law enforcement agencies in federal civil immigration enforcement, and the City intends to comply fully with all applicable federal and state law, court orders, and judicial warrants; and

WHEREAS, the City Council recognizes legitimate community concerns regarding civil-rights violations, suspected impersonation of law-enforcement officers, the use of local resources for federal civil immigration enforcement, and the importance of transparent municipal policies; and

WHEREAS, the City Council desires to state its policy direction while preserving the City Manager's responsibility to administer Council policy and the Police Chief's responsibility for lawful police operations, training, tactics, dispatch protocols, and departmental procedures.

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

ATTACHMENT 1

Section 1. Affirmation of Civil Rights and Human Dignity.

The City Council affirms that every person in Wheat Ridge is entitled to dignity, fair treatment, and the protections guaranteed by the United States Constitution, the Colorado Constitution, and other applicable law. The City condemns unlawful discrimination, harassment, intimidation, and violence based on actual or perceived race, color, ethnicity, national origin, ancestry, religion, disability, sex, sexual orientation, gender identity or expression, age, familial status, immigration status, or any other status protected by law.

Section 2. Equal Access to City Services.

City services, programs, and facilities shall be administered in a manner consistent with applicable civil-rights and nondiscrimination laws. No person should be discouraged from contacting the City, reporting a crime, serving as a witness, seeking emergency assistance, or participating in civic life because of fear of unlawful discrimination or retaliation.

Section 3. Local Public-Safety Mission.

The Wheat Ridge Police Department shall remain focused on public safety, enforcement of Colorado criminal law and municipal ordinances, crime prevention, and service to the community. Consistent with applicable law, City personnel shall not undertake federal civil immigration enforcement as an independent municipal function. Nothing in this Resolution limits lawful responses to criminal conduct, criminal warrants, emergencies, threats to life, violence, officer-safety situations, or other legitimate public-safety needs.

Section 4. Federal Immigration-Enforcement Agreements.

The City shall not enter into an agreement under section 287(g) of the federal Immigration and Nationality Act, or a successor program that delegates federal civil immigration-enforcement authority to local officers, without explicit authorization by the City Council through a resolution or ordinance, proceeded by study session if time allows, adopted in accordance with the City Charter and applicable law.

Section 5. Operational Support for Federal Civil Immigration Enforcement.

Wheat Ridge police officers and other City employees shall not provide operational support to facilitate federal civil immigration enforcement. This includes using City personnel, equipment, information, or facilities to establish operational perimeters, locate or interview persons, transport or hold persons, or otherwise assist with a civil immigration investigation, apprehension, detention, or removal. This section does not limit lawful responses to emergencies, threats to life, violence, officer-safety concerns, immediate traffic hazards, criminal investigations, judicial or criminal warrants, court orders, or other binding legal obligations.

Section 6. Use of City Property and Resources.

City-owned facilities and other City resources shall not be affirmatively made available as a staging, processing, holding, or operational location for federal civil immigration enforcement. Requests involving City property or resources shall be reviewed by the City Manager in consultation with the City Attorney. This section is subject to judicial warrants, court orders, exigent circumstances, emergency response, criminal investigations, and other legal obligations.

Section 7. Suspected Impersonation and Unlawful Conduct.

The City encourages any person who reasonably suspects that an individual is impersonating a law-enforcement officer, unlawfully detaining another person, or committing another crime to contact the Wheat Ridge Police Department. The Police Department may investigate suspected violations of Colorado law and shall take appropriate action when legally warranted. The Police Chief regularly reviews relevant procedures, training, and public information for clarity and effectiveness and will continue to do so.

Section 8. Temporary Holding Cells and Confinement Facilities.

The City Council reaffirms that Wheat Ridge Police Department holding cells are temporary facilities used only for short-term, lawful local law-enforcement purposes, including booking, intoxication holds, criminal processing, officer safety, and transfer to the Jefferson County Jail. They shall not be operated as a jail, long-term detention center, or holding or detention facility for federal civil immigration enforcement.

The City Council further reaffirms that the Wheat Ridge Zoning Code prohibits publicly or privately owned confinement facilities in every zone district, except for holding facilities that are part of a City-owned or City-used building and are controlled and used solely and exclusively by the Wheat Ridge Police Department. The City shall not make City property available for an immigration holding or detention facility and shall enforce its zoning regulations consistent with applicable law.

Section 9. Expedited Enforcement of Prohibited Confinement Facilities.

The City shall treat a confinement facility operating or being established in violation of the Wheat Ridge Zoning Code as a priority code-enforcement matter. Upon receipt of credible information, the City Manager shall coordinate an expedited review with appropriate departments and the City Attorney to determine whether the use is prohibited and what enforcement authority is available. When a violation is established, the City shall promptly issue notice and, where authorized by law, require immediate cessation of new admissions, expansion, and work facilitating the prohibited use, employing the civil and criminal tools available in the Wheat Ridge Code of Laws.

If compliance is not achieved, the City shall promptly pursue available enforcement remedies. All actions shall preserve due process, lawful property access, and other constitutional and statutory protections. Before action affecting a facility operated by or for another governmental entity, the City Manager and City Attorney shall evaluate preemption, court orders, and intergovernmental agreements. The City shall coordinate with the responsible custodial authority regarding lawful removal or transfer and shall not direct movement of persons in violation of law, court orders, or individual rights. The City Manager shall establish implementing procedures; nothing in this section precludes lawful emergency abatement.

Section 10. Implementation and Transparency.

The City Manager is directed to review existing administrative policies and, in consultation with the City Attorney and Police Chief, implement or update policies and training as reasonably necessary to carry out this Resolution. The City should communicate these policies in accessible language and promote awareness of how community members may request City assistance or report suspected civil-rights concerns.

Section 11. Construction.

This Resolution expresses the policy direction of the City Council and shall be implemented consistently with the United States Constitution, the Colorado Constitution, the City Charter, and all applicable federal, state, and local law. It does not direct City employees to obstruct or interfere with lawful federal activity, create a private cause of action, or expand municipal authority beyond that granted by law. If any provision conflicts with controlling law, controlling law governs and the remaining provisions shall continue in effect to the fullest extent permitted.

Section 12. Effective Date.

This Resolution shall be effective upon adoption.

DONE AND RESOLVED this 28th day of September 2026.

[SEAL]

ATTEST:

_____

Korey Stites, Mayor

_____

Janeece Hoppe, City Clerk

ITEM NUMBER: 4
DATE: September 28, 2026

REQUEST FOR CITY COUNCIL ACTION

RESOLUTION NO. 45-2026

TITLE: A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR PROPOSITION 123 UNIT SHARING BETWEEN THE CITIES OF ARVADA, EDGEWATER, GOLDEN, LAKEWOOD, WESTMINSTER, WHEAT RIDGE AND JEFFERSON COUNTY

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

QUASI-JUDICIAL ☐YES ☒NO

ISSUE:

Wheat Ridge has a shortfall of eligible affordable housing units needed to meet its Proposition 123 commitment for the 2024–2026 cycle. The proposed Intergovernmental Agreement establishes a regional unit-sharing program that will allow the City to receive surplus eligible units from Jefferson County and other participating municipalities, helping the City satisfy its first-cycle commitment and remain eligible for the next Proposition 123 funding cycle.

PRIOR ACTION:

On September 25, 2023, Council approved a resolution supporting Proposition 123 and committing to increasing the city's supply of affordable housing for the Proposition 123 2024-2026 cycle.

FINANCIAL IMPACT:

Approving the Intergovernmental Agreement will not have a direct financial impact on the city. However, the agreement is needed to remain eligible for Proposition 123 and to access funding through the Statewide Affordable Housing Fund.

BACKGROUND:

In 2023, the city filed a commitment to the Division of Housing to increase the number of affordable housing units in the community by 3 percent annually, resulting in a total

commitment of 218 units during the first three-year cycle (2024-2026) for Proposition 123. The first cycle ends December 31, 2026, and the city currently has 43 eligible units, with a deficit of 175 units needed to comply. Fortunately, changes to state law and regional partnerships will help fill this deficit.

The city has been working with Jefferson County and other municipalities on an agreement that would allow jurisdictions with a surplus of affordable units to share those units with Wheat Ridge. This regional approach would allow the city to comply with the first funding cycle and meet the requirements to remain eligible for the second funding cycle. The proposed intergovernmental agreement (IGA) would:

- Allow the city to receive surplus affordable housing units from other cities and Jefferson County;
- Establish the unit-sharing Memorandum of Understanding (MOU) required by DOLA; and
- Establish a commitment among the participating jurisdictions to continue implementing initiatives that advance affordable housing.

In addition, staff will submit a good faith effort waiver to the State of Colorado's Division of Housing, documenting the city's continued effort and commitment to affordable housing. Both the IGA and the waiver will allow the city to comply with the first commitment cycle for Proposition 123, and to file a commitment for the second cycle, January 1, 2027, through December 31, 2029. Both items need to be submitted to the State by November 1, 2026.

Under Proposition 123, eligible units are those that are 60% AMI or less with permits issued after October 2, 2023, the date that staff filed the first commitment. While the city did not achieve its first-round commitment, it has made significant progress toward increasing the affordable housing supply. The table below indicates the status of various projects that were recently completed, under review, or planned.

Project Name	Units	AMI	Developer	Project Type	Status
Ives I	50	60%	FRH	New construction	Built in 2023
Vance Street Lofts	20	80%	FRH	Acquisition	Acquired in 2023
Ives II	98	60 - 80%	FRH	New construction	Under construction
Fruitdale School Lofts	16	80%	FRH	NOAH preservation	Acquisition in progress
Paramount Gardens	31	80%	FRH	NOAH preservation	Acquisition pending
Ives III	50	30-60%	FRH	New construction	Not yet started
Ives IV	50	30-60%	FRH	New construction	Not yet started
Ridge Road	200	30-60%	FRH	New construction	Not yet started
Legacy Terrace	50	70%	MGL	New construction	Not yet started
SRC	50	30-60%	Archway	New construction	Not yet started

RECOMMENDATIONS:

Staff recommend approval of the resolution to approve the IGA between the City of Wheat Ridge, Jefferson County, and participating Jefferson County municipalities. Approval will allow the city to participate in the regional Proposition 123 unit-sharing program and support the city's efforts to satisfy its first-cycle commitment and remain eligible for the second funding cycle.

RECOMMENDED MOTIONS:

"I move to approve Resolution No. 45-2026, a resolution approving an Intergovernmental Agreement for Proposition 123 Unit Sharing between the City, Jefferson County, and Municipalities in Jefferson County, and further move to authorize and direct the mayor and city attorney to execute the same with instruments as necessary to facilitate and complete the obligations under the agreements."

Or,

"I move to postpone indefinitely Resolution No. 45-2026, a resolution approving an Intergovernmental Agreement for Proposition 123 Unit Sharing between the City, Jefferson County, and Municipalities in Jefferson County, for the following reason(s)_____."

REPORT PREPARED/REVIEWED BY:

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

ATTACHMENTS:

1. Resolution No. 45-2026
2. Exhibit A - Intergovernmental Agreement for Proposition 123 Commitment Unit Sharing

CITY OF WHEAT RIDGE, COLORADO

RESOLUTION NO. 45

SERIES OF 2026

TITLE: A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR PROPOSITION 123 UNIT SHARING BETWEEN THE CITIES OF ARVADA, EDGEWATER, GOLDEN, LAKEWOOD, WESTMINSTER, WHEAT RIDGE AND JEFFERSON COUNTY

WHEREAS, pursuant to C.R.S. §§ 29-1-201 and 203, and Colo. Const. Art. XIV, § 18(2)(a), the City of Wheat Ridge (the "City") is authorized to enter into cooperative agreements with other governmental entities to share resources or services; and

WHEREAS, Colorado voters enacted Proposition 123 in 2022 that made several hundred million dollars available to affordable housing developers statewide starting in 2023 for affordable housing projects; and

WHEREAS, City Council approved Resolution 46-2023 in support of staff filing a commitment to the first cycle of Proposition 123, starting January 1, 2024, and ending December 31, 2026; and

WHEREAS, pursuant to Proposition 123, C.R.S. § 29-32-105(3)(d)(II), the State encourages partnership and provides that the City can enter into agreements to share unit credit for affordable housing production through regional collaboration; and

WHEREAS, the Cities of Arvada, Edgewater, Golden, Lakewood, Westminster, Wheat Ridge and Jefferson County, (the "Parties"), have determined it would be in the best interest of their jurisdictions to enter into a written agreement to permit affordable housing unit sharing and to ensure the Parties meet their Proposition 123 commitments; and

WHEREAS, the City of Wheat Ridge wishes to enter into an intergovernmental agreement with the Parties.

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

Section 1. The Intergovernmental Agreement concerning unit sharing for Proposition 123, between the Cities of Arvada, Edgewater, Golden, Lakewood,

Westminster, Wheat Ridge and Jefferson County, Colorado, attached hereto as Exhibit A, is hereby approved.

Section 2. This Resolution shall be effective upon adoption.

DONE AND RESOLVED this 28th day of September 2026.

_____
Korey Stites, Mayor

[SEAL]

ATTEST:

_____
Onorina Maloney, Sr. Deputy City Clerk

Intergovernmental Agreement For Proposition 123 Commitment Unit Sharing

This INTERGOVERMENTAL AGREEMENT FOR PROPOSITION 123 COMMITMENT UNIT SHARING ("Agreement") dated for reference purposes only this 10 day of September, 2026 by and between the City of Arvada, Colorado, a home rule municipal corporation ("Arvada"), the City of Edgewater, Colorado, a body politic and corporate and political subdivision of the State of Colorado ("Edgewater"), the City of Golden, Colorado, a Colorado home rule municipality ("Golden"), Jefferson County, Colorado, a body politic and corporate and political subdivision of the State of Colorado ("County"), the City of Lakewood, Colorado, a home rule municipal corporation and political subdivision of the State of Colorado ("Lakewood"), the City of Westminster, Colorado, a Colorado home rule municipality ("Westminster"), and the City of Wheat Ridge, Colorado, a body politic and corporate and political subdivision of the State of Colorado ("Wheat Ridge") (Arvada, Edgewater, Golden, Lakewood, Westminster, and Wheat Ridge are sometimes referred to herein individually as a "Municipality" and collectively as the "Municipalities."). The County and the Municipalities are referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, pursuant to Article XIV, §18(2)(a), Colorado Constitution, and § 29-1-203, C.R.S., the Parties have the authority to enter intergovernmental agreements; and

WHEREAS, in 2022 Colorado voters approved Proposition 123, which has been codified at § 29-32-101 to -106, C.R.S. ("Prop 123"), to make additional state funding available to participating local jurisdictions for affordable housing purposes; and

WHEREAS, the Parties have a growing need for affordable housing for low- to moderate-income residents, including housing for households experiencing homelessness, affordable rental housing, and affordable homeownership opportunities; and

WHEREAS, in accordance with the requirements of § 29-32-105, C.R.S., the Parties have formally committed to participate in Prop 123, including its requirement to commit to increasing the number of affordable units by a certain amount by December 31, 2026 ("Affordable Housing Commitment"); and

WHEREAS, under § 29-32-105, C.R.S., local governments are permitted to enter into written agreements that permit each jurisdiction to receive partial credit toward the local government's Affordable Housing Commitment; and

WHEREAS, the Parties share a regional commitment to advancing affordable housing outcomes across incorporated and unincorporated Jefferson County; and

WHEREAS, it is in the best interests of the Parties to enter into a written agreement to permit affordable housing unit sharing and to ensure the Parties meet their Affordable Housing Commitments and remain eligible for Prop 123 funding.

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Affordable Unit Sharing. Each Party is responsible for addressing affordable housing needs within its own jurisdictional boundaries and satisfying its Affordable Housing Commitment. Each Party shall first count affordable units within its jurisdiction toward its own Affordable Housing Commitment. Any units in excess of the Affordable Housing Commitment may then be shared with another Party. Two or more Parties may agree in writing, in the form attached hereto as Exhibit A, to share excess affordable units with another Party or Parties ("Unit Sharing Memorandum"). Nothing herein shall be construed to limit the ability of any Party hereto to negotiate and enter into additional agreements concerning Prop 123 unit sharing outside of this Agreement.
2. Jefferson County Authorized Representative. The County hereby appoints Emily Sander, Community Development Manager, Housing, Economic & Employment Services, Human Services Department, Jefferson County to negotiate terms authorized by the Jefferson County Board of County Commissioners ("Authorized Representative"). Any Unit Sharing Memorandum signed by the County must be signed by the County's Authorized Representative or by another individual authorized by the County to do so. The authority of such Authorized Representative under this Agreement is limited, and shall only extend to negotiations related to unit sharing. The County may update its Authorized Representative by informing all other Parties, in writing signed by the Jefferson County Board of County Commissioners, or its designee. Nothing in this section shall be construed to limit or constrain the ability of Municipalities to negotiate Unit Sharing Memoranda amongst themselves to which the County is not a Party.
3. Municipal Representations. Each Municipality agrees to:
    a. Continue progress toward its respective Affordable Housing Commitment and track such progress.

b. Upon satisfaction of its Affordable Housing Commitment, coordinate with the other Parties as needed to allocate eligible surplus affordable units toward another Party's Affordable Housing Commitment, as appropriate.

c. Provide all required notices to the Colorado Department of Local Affairs ("DOLA"), including any notice regarding the rollover of eligible units to other Parties.

d. Timely exchange housing production data and documentation necessary for accurate Prop 123 tracking and reporting.

4. County Representations. The County agrees to:

    a. Receive affordable units toward its Affordable Housing Commitment only after every Municipality has sufficient affordable units to meet its Affordable Housing Commitment, except that if a Municipality will be unable to meet its Affordable Housing Commitment, even with contributions from other Municipalities, the County may receive affordable housing units from other Municipalities without such Municipality first meeting its Affordable Housing Commitment.

    b. Distribute County affordable housing resources to projects within the Municipalities' borders, to the extent reasonable and feasible.

    c. Maintain transparent communication with the Municipalities regarding resource availability, allocation, and reporting outcomes.

5. No Double Counting. The Parties will ensure that total credit for units claimed will not exceed actual units produced, except as permitted by Prop 123, and no unit will be double counted.

6. Effective Date and Term. This Agreement will take effect upon full execution by all Parties and remain in effect through the latter of: (1) December 31, 2026 or (2) the latest date a Party receives verification from DOLA of the Party's qualifying affordable units for the 2024-2026 reporting period.

7. Amendment. This Agreement may be amended at any time by written agreement signed by the Parties.

8. Termination and Effect of Termination. Any Party may terminate its participation in this Agreement by providing written notice to the other Parties at least sixty (60) days in advance. If a Party terminates its participation in this Agreement, any affordable units it has shared with or received from other Parties using Unit Sharing Memoranda shall remain shared with or received from such Parties.

9. Informational Obligations. Each Party hereto will meet its obligations as set forth in § 29-1-205, C.R.S., as amended, to include information about this Agreement in a filing with the Colorado Division of Local Government. However, failure to do so shall in no way affect the validity of this Agreement or the remedies available to the Parties hereunder.

10. Financial Matters.

    a. Performance of this Agreement is made in consideration of the mutual covenants and promises contained herein and no Party to this Agreement shall have any obligation to pay any other Party for performance of this Agreement. Each Party shall be responsible for its own costs incurred in the performance of this Agreement.

    b. The continuation of this Agreement beyond the initial fiscal year is contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available by the governing body of each Party.

11. Notices.

    a. "Key Notices" under this Agreement are notices regarding contract default, contractual dispute, or termination of the Agreement. Key Notices shall be given in writing and shall be deemed received if given by: (a) confirmed electronic transmission (as defined below) when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on next business day following transmission; (b) certified mail, return receipt requested, postage prepaid, three business days after being deposited in the United States mail; or (c) overnight carrier service or personal delivery, when received. For Key Notices, the Parties will follow up any electronic transmission with a hard copy of the communication by the means described above. All other communications or notices between the Parties that are not Key Notices may be done via electronic transmission. Notice shall be given to the Parties at the addresses of the Authorized Representatives specified in Section 2, with copies of any Key Notices also delivered to:

        i. For Arvada, to:

            Carrie Espinosa, Housing Manager
            8101 Ralston Rd.
            Arvada, CO 80002
            Tele: 720-898-7475
            Email: caespinosa@arvada.org

            With a copy to:

            Rachel Morris, City Attorney8101 Ralston Rd.
            Arvada, CO 80002
            Tele: 720-898-7180
            Email: rmorris@arvada.org

        ii. For Edgewater, to:

            Dan Maples, City Manager

1800 Harlan Street
Edgewater, CO 80214
Tele: 720-763-3000
Email: dmaples@edgewaterco.com

With a copy to:

Carmen Beery
Murray Dahl Beery & Renaud
710 Kipling St., Suite 300
Lakewood, CO 80215
Tele: 303-493-6670
Email: cbeery@mdbrlaw.com

iii. For Golden, to:

Carly Lorentz, Acting City Manager
911 10th St
Golden, CO 80401
Tele: 303-384-8012
Email: Clorentz@cityofgolden.gov

With a copy to:

Sandra Llanes, City Attorney
911 10th St.
Golden, CO 80401
Tele: 303-597-5211
Email: Sllanes@cityofgolden.gov

iv. For the County, to:

Jefferson County Community Development
3500 Illinois Street
Golden, CO 80401
Tele: 303-271-1388
Email: CommunityDevelopment@jeffco.us

With a copy to:

Jefferson County Attorney
100 Jefferson County Parkway
Golden, CO 80419-5500
Tele: 303-271-8900
Email: CAOcontracts@jeffco.us

v. For Lakewood, to:

Chris Conner, Manager of Housing and Thriving Communities
470 S. Allison Parkway
Lakewood, CO 80226Tele: 303-987-7939
Email: chris.conner@lakewoodco.gov

With a copy to:

Lauren Stanek, Senior Assistant City Attorney
445 S. Allison Parkway Lakewood, CO 80226
Tele: 303-987-7457
Email: lauren.stanek@lakewoodco.gov

vi. For Westminster, to:

Vivienne Del Pizzo, Acting Economic Development and Housing Manager
City of Westminster, Community Services Department
4800 W. 92nd Ave.
Westminster, CO 80031
Tele: 303-658-2102
Email: vdelpizzo@westminsterco.gov

With a copy to:

David Frankel, City Attorney
City of Westminster
4800 W 92nd Ave
Westminster, CO 80031
Tele: 303-658-2234
Email:dfrankel@westminsterco.gov

vii. For Wheat Ridge, to:

Patrick Goff, City Manager
7500 W 29th Avenue
Wheat Ridge, CO 80033
Tele: 303-235-2800
Email: pgoff@wheatridge.gov

With a copy to:

Gerald Dahl
Murray Dahl Beery Renaud LLP
720 Kipling Street, Suite 300
Lakewood, CO 80215
Tele: 303-493-6686

b. All Key Notices shall include a reference to the Agreement including the Parties' names and the date of the Agreement.

c. The Parties agree that: (a) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (b) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (c) at the request of any Party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the Party in its original form. The Parties further agree that they shall not raise the transmission of a notice or communication, except for Key Notices, by electronic transmission as a defense in any proceeding or action in which the validity of such notice or communication is at issue, and hereby forever waive such defense.

d. For purposes of this Agreement, the term "electronic transmission" means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions and texts.

12. Liability and Immunity.

a. Each Party will be responsible for its own negligent or intentional acts or omissions and for those of its employees, officers, agents, and volunteers.

b. The Parties agree that in the event any claim or suit is brought against one or more Parties hereto by any third party as a result of the operation of this Agreement, all Parties involved in such claim or suit will cooperate with each other, and with the insuring entities of both Parties, in defending such claim or suit.

c. The Parties understand and agree that all Parties, their commissioners, directors, mayors, city councils, agents, and employees are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations and other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 to 120, C.R.S.

13. General Provisions.

a. No Joint Venture. Nothing in this Agreement is intended to create a joint venture, partnership, or agency relationship among the Parties.

b. Independent Authority. Nothing herein limits the independent authority or obligations of any Party under Prop 123.

c. Independent Governments. The Parties enter this Agreement as separate, independent governmental entities and shall retain such status throughout the term of this Agreement.

d. No Fiscal Obligation. Nothing in this Agreement shall be deemed or construed as debt or the creation of a multiple fiscal year financial obligation of any Party.

e. No Limitation of Land Use Authority. Notwithstanding anything herein to the contrary, nothing in this Agreement shall be construed to limit the authority vested in any of the Parties with respect to planning for or regulating land use within their respective jurisdictions.

f. No Assignment. This Agreement shall not be assigned by any Party without the prior written consent of all Parties.

g. Confidentiality. The Parties, for themselves, their agents, employees, and representatives, agree that they will not divulge any confidential or proprietary information they receive from another Party or otherwise have access to, except as may be required by law.

h. Entire Agreement. This Agreement contains the entire agreement between the Parties and terminates any oral or collateral agreement or understandings. The Parties agree that there have been no representations made other than those contained herein, that this Agreement constitutes the entire agreement, and that the various promises, covenants, and representations made herein are mutually agreed upon and in consideration of one another.

i. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to -121.

j. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the Parties, their respective legal representatives, successors, heirs, and assigns, provided that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

k. Survival. Notwithstanding anything to the contrary, the Parties understand and agree that all terms and conditions of this Agreement that require continued performance or compliance beyond the termination or expiration of this Agreement shall survive such termination

or expiration and shall be enforceable against a Party if such Party fails to perform or comply with such term or condition.

l. No Obligation Beyond Colorado Law. The Parties agree that they will act in a fair and reasonable manner with a view to carrying out the intent and goals of this Agreement; however, nothing herein shall be construed as imposing on any Party any greater duty or obligation to any other Party than already exists as a matter of Colorado law.

m. No Third Party Beneficiaries. There are no express or implied third-party beneficiaries of this Agreement. No third party has a right to enforce this Agreement.

n. Officials Not to Benefit; No Conflict of Interest. No elected or employed member of any Party shall be paid or receive, directly or indirectly, any share or part of this Agreement or any benefit that may arise therefrom. No Party shall knowingly perform any act that would conflict in any manner with said Party's obligations hereunder. Each Party certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of its obligations hereunder.

o. Governing Law and Venue. This Agreement shall be interpreted pursuant to the laws of the State of Colorado. Venue for any dispute under this Agreement shall be in the District Court of and for the County of Jefferson, State of Colorado.

p. Severability. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable by a court of competent jurisdiction, all other provisions shall remain effective.

q. Waiver. This Agreement or any of its provisions may not be waived except in writing signed by signed by a representative of the governing body of such Party. The failure of a Party to enforce any right arising under this Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.

r. Records Retention. The Parties shall maintain all records, including working papers, notes and financial records. Copies of such records shall be furnished to any other Party upon written request, as long as the sharing of such records does not violate Section 13(g) of this Agreement.

s. Proper Execution. Each Party represents that all procedures necessary to authorize such Party's execution of this Agreement have been performed and that the person signing for such Party has been authorized to do so.

t. Captions. The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

u. Recitals. The recitals to this Agreement are incorporated by reference herein.

[SIGNATURE PAGES FOLLOW]

The undersigned acknowledge this Agreement and the shared understanding described above as of the dates indicated below.

City of Arvada, a Colorado home rule municipal corporation

By: _____
Name: _____
Title: _____
Date: _____

STATE OF COLORADO

COUNTY OF JEFFERSON

The foregoing was acknowledged before me this _____ day of _____, _____ by _____ as _____ the Community and Economic Development Director for the City of Arvada.

_____

Notary's official signature

City of Edgewater, a body politic and corporate and political subdivision of the State of Colorado

By: _____
Name: Steve Conklin, Mayor

ATTEST:

_____
Lenore Pedroza, MMC, City Clerk

City of Golden, a Colorado home rule municipality

By: _____
Name: _____
Title: _____
Date: _____

STATE OF COLORADO

COUNTY OF JEFFERSON

The foregoing was acknowledged before me this _____ day of _____, _____ by _____ as Mayor for the City of Golden.

_____

Notary's official signature

Jefferson County, a body politic and corporate and political subdivision of the State of Colorado

By: _____
Name: _____
Title: Chair of the Board of County Commissioners of Jefferson County
Date: _____

STATE OF COLORADO

COUNTY OF JEFFERSON

The foregoing was acknowledged before me this _____ day of _____, _____ by _____ as Chair of the Board of County Commissioners for Jefferson County.

_____

Notary's official signature

Approved as to Form

_____
Charles Allison-Godfrey
Assistant County Attorney

CITY OF LAKEWOOD, a home rule municipal corporation and political subdivision of the State of Colorado:

Ben Goldstein, Interim City Manager

ATTEST:

Jay Robb, City Clerk

Attestation Date

Approved as to form:

Lauren Stanek, Senior Assistant City Attorney

City of Westminster, a Colorado home rule municipality

By: _____
Name: _____
Title: _____
Date: _____

STATE OF COLORADO

COUNTY OF _____

The foregoing was acknowledged before me this _____ day of _____, _____ by _____ as _____.

_____

Notary's official signature

City of Wheat Ridge, a body politic and corporate and political subdivision of the State of Colorado

By: _____
Name: Korey Stites
Title: Mayor
Date: _____

STATE OF COLORADO

COUNTY OF JEFFERSON

The foregoing was acknowledged before me this _____ day of _____, _____ by _____ as Mayor for the City of Wheat Ridge.

_____

Notary's official signature

Exhibit A

Unit Sharing Memorandum

(evidencing shared affordable units in compliance with Colorado Proposition 123)

This Unit Sharing Memorandum ("Memo") is entered this ___ day of _____, 2026, by and between _____, a body politic and corporate and political subdivision of the State of Colorado, and _____, a body politic and corporate and political subdivision of the State of Colorado (individually, a "Party" and collectively, the "Parties"), pursuant to that certain Intergovernmental Agreement executed by the Parties on the ___ day of _____, 2026 ("Agreement").

Recitals

WHEREAS, under Colorado's Proposition 123 (§ 29-32-101 to -106, C.R.S.) ("Prop 123"), local governments must increase the number of affordable housing units and document compliance with Affordable Housing Commitments at the end of each three-year cycle; and

WHEREAS, the Parties desire to share the reporting credit for certain affordable units created within the jurisdiction of each Party to fulfill the Affordable Housing Commitment under Prop 123.

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. _____ hereby shares __ units produced within its borders with _____, and _____ hereby accepts such units to count toward its Affordable Housing Commitment, as authorized under § 29-32-105(3)(d)(II)(C), C.R.S.
2. The Parties will jointly report shared units to DOLA via the official Prop 123 compliance portal by November 1, 2026.
3. Each Party shall provide documentation of affordable units as required by DOLA.
4. This Memo and the associated unit sharing is effective immediately upon signature by both Parties.
5. The Memo terminates on the latter of (1) January 1, 2027 or (2) upon such date as DOLA confirms its receipt and acceptance of the unit-allocation achieved hereby.
6. Each Party represents and warrants that no other agreement it has entered conflicts with this Memo, that no affordable unit will be double counted and total credit for

units claimed by each Party will not exceed actual units produced by both Parties, except as permitted by Prop 123.

7. The Parties understand and agree that all Parties, their commissioners, directors, mayors, city councils, agents, and employees are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations and other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 to 120, C.R.S.
8. This Memo shall be governed by the laws of the State of Colorado. Venue for any dispute arising under this memo shall be in Jefferson County.
9. Each Party represents that all procedures necessary to authorize such Party's execution of this Memo have been performed and that the person signing for such Party has been authorized to do so.
10. Any capitalized terms not defined herein shall retain the same definition as in the Agreement.

_____, a body politic and corporate and political subdivision of the State of Colorado

By: _____
Name: _____
Title: _____
Date: _____

_____, a body politic and corporate and political subdivision of the State of Colorado

By: _____
Name: _____
Title: _____
Date: _____

ITEM NUMBER: 5
DATE: September 28, 2026

REQUEST FOR CITY COUNCIL ACTION

RESOLUTION NO. 46-2026

TITLE: A RESOLUTION IN SUPPORT OF THE CITY FILING A COMMITMENT TO THE STATE OF COLORADO TO INCREASE THE CITY'S SUPPLY OF AFFORDABLE HOUSING TO BE ELIGIBLE FOR PROPOSITION 123 FUND

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

QUASI-JUDICIAL ☐YES ☒NO

ISSUE:

Proposition 123 provides funding for affordable housing programs statewide. To remain eligible for state funding during the second cycle (2027-2029), the city must file a commitment with the State of Colorado to increase its supply of affordable housing by November 1, 2026.

State legislation enacted in 2026 changed the methodology for determining the required commitment. Under the new methodology, the city's three-year commitment is 112 affordable housing units.

PRIOR ACTION:

On September 25, 2023, Council approved Resolution No. 46-2023 supporting Proposition 123 and committing to increasing the city's supply of affordable housing for the Proposition 123 2024-2026 cycle.

On October 27, 2025, City Council approved Resolution No. 54-2025 in support of an expedited review policy for qualifying affordable projects to ensure compliance with Proposition 123.

FINANCIAL IMPACT:

Filing the Proposition 123 commitment does not have a direct financial impact on the city. However, the commitment is required for the city and eligible affordable housing

projects within Wheat Ridge to access funding through the Statewide Affordable Housing Fund during the three-year commitment period.

BACKGROUND:

Colorado voters approved Proposition 123 in 2022, creating the Statewide Affordable Housing Fund and dedicating a portion of state income tax revenue to affordable housing programs. The fund is administered through programs overseen by the Colorado Department of Local Affairs (DOLA) and the Colorado Housing and Finance Authority (CHFA).

Under Proposition 123, local governments must meet certain requirements to maintain eligibility for funding from the Statewide Affordable Housing Fund. The requirements include making a commitment to increase the supply of affordable housing and, beginning with the second commitment cycle, implementing an expedited development approval process for affordable housing projects.

First Three-Year Commitment: 2024–2026

In the first Proposition 123 commitment cycle, state law required local governments to commit to increasing their affordable housing supply by 3% annually over the baseline number of affordable housing units for the jurisdiction. The resulting commitment was 73 units annually, or 218 units over the three-year period from January 1, 2024, through December 31, 2026.

During the first commitment cycle, the city supported affordable projects by donating land, providing grant funds, and implementing an approved expedited review process. This led to the construction of 43 qualifying units towards that first cycle commitment, due to the program limitations. While the city is short on units toward the commitment goal, the city remains eligible for the second funding cycle due to these efforts, through the good faith effort waiver and regional partnerships.

Since filing a commitment in 2023, the city and its affordable housing partners have collectively received over $3 million in Proposition 123 grant funding in the first cycle that has been used to support:

- New permitting and planning software for the city;
- Environmental remediation for Ridge Road Master Plan;
- Housing Impact Fee Nexus Study; and
- Acquisition of the property for affordable senior development at Lutheran Legacy Campus.

Second Three-Year Commitment: 2027–2029

In 2026, the State Legislature enacted House Bill (HB) 26-1313, which substantially changed the Proposition 123 commitment requirements beginning with the three-year

cycle that starts January 1, 2027.

Under the new law, local governments are no longer required to increase their affordable housing supply by 3% each year above an established baseline. Instead, each local government's commitment is based on a target increase in affordable housing units. The target increase is calculated using the jurisdiction's average annual number of permits for new housing units over the preceding three years, the length of the commitment cycle, and the county's job growth rate.

Based on the new methodology, Wheat Ridge's required target increase for the second three-year commitment cycle is 112 affordable housing units. This represents a significant reduction from the City's 218-unit commitment for the first cycle.

The legislation also establishes additional counting provisions for certain affordable housing units. For example, affordable units developed on land donated by a local government, units supported by multiple local governments, certain affordable for-sale units, and units serving households at or below 40% of area median income may receive additional credit toward the commitment. The work that the city is doing to support affordable projects will hopefully yield a higher number for compliance tracking based on these new changes.

Based on the current pipeline of affordable projects and the revised approach to the commitment methodology, staff are optimistic about the next commitment cycle. The table below shows the status of various affordable housing projects that were recently completed, are under some level of review, or are planned.

Project Name	Units	AMI	Developer	Project Type	Status
Ives I	50	60%	FRH	New construction	Built in 2023
Vance Street Lofts	20	80%	FRH	Acquisition	Acquired in 2023
Ives II	98	60 - 80%	FRH	New construction	Under construction as of March 2026
Fruitdale School Lofts	16	80%	FRH	NOAH preservation	Acquisition in progress
Paramount Gardens	31	80%	FRH	NOAH preservation	Acquisition in progress
Ives III	50	30-60%	FRH	New construction	Not yet started
Ives IV	50	30-60%	FRH	New construction	Not yet started
Ridge Road	200	30-60%	FRH	New construction	Not yet started
Legacy Terrace	50	30-70%	MGL Partners	New construction	Not yet started
Senior Resource Center	50	30-60%	Archway	New construction	Not yet started

RECOMMENDATIONS:

Staff recommend approval of the resolution to file a second three-year commitment to Proposition 123, so that the city and eligible affordable housing developers with projects in Wheat Ridge remain eligible for Proposition 123 funding during the 2027-2029 commitment cycle.

RECOMMENDED MOTIONS:

"I move to approve Resolution No. 46-2026, a resolution in support of the City filing a commitment to the State of Colorado to increase the City's supply of affordable housing to be eligible for Proposition 123 funding."

Or,

"I move to postpone indefinitely Resolution No. 46-2026, a resolution in support of the City filing a commitment to the State of Colorado to increase the City's supply of affordable housing to be eligible for Proposition 123 funding, for the following reason(s)_____."

REPORT PREPARED/REVIEWED BY:

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

ATTACHMENTS:

1. Resolution No. 46-2026

CITY OF WHEAT RIDGE, COLORADO

RESOLUTION NO. 46

SERIES OF 2026

TITLE: A RESOLUTION IN SUPPORT OF THE CITY FILING A COMMITMENT TO THE STATE OF COLORADO TO INCREASE THE CITY'S SUPPLY OF AFFORDABLE HOUSING TO BE ELIGIBLE FOR PROPOSITION 123 FUNDING

WHEREAS, the City of Wheat Ridge has learned through community engagement that housing affordability and housing choice are among the City's most significant issues; and

WHEREAS, City Council adopted the Affordable Housing Strategy and Action Plan on January 9, 2023, that prioritizes addressing housing affordability in Wheat Ridge; and

WHEREAS, Colorado voters enacted Proposition 123 in 2022 that made several hundred million dollars available to affordable housing developers statewide starting in 2023 for affordable housing projects; and

WHEREAS, City Council approved Resolution No. 46-2023 in support of staff filing a commitment to the first cycle of Proposition 123, starting January 1, 2024 and ending December 31, 2026; and

WHEREAS, City Council adopted Resolution No. 54-2025 establishing an expedited review policy to support qualifying affordable housing projects to remain eligible for Proposition 123; and

WHEREAS, for any affordable housing projects in Wheat Ridge to be eligible for Proposition 123 funds over the next three years, the City of Wheat Ridge must file a commitment by November 1, 2026, to increase the number of affordable housing units through December 31, 2029; and

WHEREAS, City Council desires to file a commitment to the State of Colorado, Division of Housing, to increase Wheat Ridge's supply of affordable housing by 112 units over the next three years so that affordable housing projects, consistent with the Affordable Housing Strategy and Action Plan and other related City adopted plans, may remain eligible for Proposition 123 funds.

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

Section 1. The City Council hereby supports the City filing a commitment to the State of Colorado, Division of Housing to increase the city's supply of affordable housing to be eligible for future Proposition 123 funds.

Section 2. This Resolution shall be effective upon adoption.

DONE AND RESOLVED this 28th day of September 2026.

_____
Korey Stites, Mayor

[SEAL]

ATTEST:

_____
Onorina Maloney, Sr. Deputy City Clerk

ITEM NUMBER: 6
DATE: September 28, 2026

REQUEST FOR CITY COUNCIL ACTION

RESOLUTION NO. 48-2026

TITLE: A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT CONCERNING REGIONAL COLD WEATHER RESPONSE FOR THOSE EXPERIENCING HOMELESSNESS

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

QUASI-JUDICIAL ☐YES ☒NO

ISSUE:

The County of Jefferson and the cities of Arvada, Edgewater, Golden, Lakewood, Westminster, and Wheat Ridge are proposing a second year renewal of an Intergovernmental Agreement (IGA) to establish a collaborative, regional approach to addressing cold weather response for those experiencing homelessness in Jefferson County for the 2026-2027 cold weather season and potentially beyond. This initiative aims to address the increasing number of individuals experiencing homelessness in Jefferson County, which is recognized as a regional issue affecting the health, safety, and welfare of each community.

PRIOR ACTION:

The Parties to the proposed IGA previously participated in the 2025 and 2026 Jefferson County Spring Forums on Homelessness. These forums served as a platform to discuss and plan for a regional homelessness response, focusing on building regional approaches, reviewing local actions, identifying common challenges and successes, and aligning potential collaborative solutions. A key outcome of the Forums was the agreement on a countywide cold weather response strategy for the 2025-2026 and 2026-2027 cold weather seasons.

FINANCIAL IMPACT:

The total estimated sheltering costs for the 2026-2027 Cold Weather Season is $1,624,000. This estimate is based on the actual expense during the 2025-2026 season.

Jefferson County will serve as the Fiscal Agent. Cities will pay their pro rata costs directly to Jefferson County, with 25% due on November 1, 2026, and the remaining 75% due on or by January 15, 2027.

Wheat Ridge's pro rata share based on population is $97,440, of which $24,360 is due on November 1, 2026, and the remaining $73,080 is due on January 15, 2027. This is a $5,510 decrease compared to the previous season.

BACKGROUND:

The IGA aims to coordinate a regional cold weather response for those experiencing homelessness in Jefferson County, recognizing this as a regional issue impacting the health, safety, and welfare of all communities. The Parties agree to work collaboratively to coordinate a regional approach for cold weather response and to abide by the terms set forth in Exhibit A-1 (the Term Sheet). The IGA may be renewed annually for up to five (5) consecutive one-year terms, with automatic renewals unless terminated.

The cold weather service period is defined as October 1, 2026 – April 30, 2027, with provisions for severe weather events after April 30. Jefferson County will activate the regional response based on 72-hour forecasts from the National Weather Service, utilizing specific temperature/precipitation thresholds. These thresholds include a Health Alert Notification for extreme weather (10°F regardless of wind or precipitation) and a Health Advisory Notification for severe weather (32°F or lower with accumulation of precipitation greater than one inch, or 20°F or lower with or without precipitation). A dedicated Cold Weather Activation (CWA) Team, comprising representatives from Jefferson County Public Health, Human Services, and Emergency Management, will convene to prepare for activations.

Coordinated outreach, involving homeless/housing navigators, non-profit partners, and police departments, will provide information and connect unsheltered individuals to available shelter during CWAs. During CWAs, Parties agree to transport people to/from shelter to the extent possible, utilizing RTD passes, and a Lyft Concierge account managed by Jefferson County. Transportation is not guaranteed due to severe weather conditions. Motel vouchers will be issued to eligible families and singles based on vulnerability and conditions limiting access to congregate shelter.

RECOMMENDATIONS:

It is recommended that the Council:

1. Approve and authorize the execution of the Intergovernmental Agreement Concerning Regional Cold Weather Response for those Experiencing Homelessness.
2. Commit to the financial obligations and cost-sharing arrangements outlined in the IGA and its Term Sheet (Exhibit A-1), including making pro rata payments to

Jefferson County as the Fiscal Agent.

3. Support collaborative efforts for cold weather response, including participation in outreach, transportation, and reporting as defined in the IGA.

RECOMMENDED MOTION:

"I move to approve Resolution No. 48-2026, a resolution approving an Intergovernmental Agreement concerning regional cold weather response for those experiencing homelessness."

Or,

"I move to postpone indefinitely Resolution No. 48-2026, a resolution approving an Intergovernmental Agreement concerning regional cold weather response for those experiencing homelessness for the following reason(s)."

REPORT PREPARED/REVIEWED BY:

Patrick Goff, City Manager

ATTACHMENTS:

1. Resolution No. 48-2026
2. Intergovernmental Agreement
    a. Exhibit A-1 – Term Sheet

CITY OF WHEAT RIDGE, COLORADO

RESOLUTION NO. 48

SERIES OF 2026

TITLE: A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT CONCERNING REGIONAL COLD WEATHER RESPONSE FOR THOSE EXPERIENCING HOMELESSNESS

WHEREAS, the City of Wheat Ridge, along with Jefferson County and the cities of Arvada, Edgewater, Golden, Lakewood, and Westminster, recognizes that homelessness is a regional issue impacting the health, safety, and welfare of all communities within Jefferson County; and

WHEREAS, the Parties participated in the 2025 and 2026 Jefferson County Spring Forums on Homelessness, which identified the need for a collaborative, countywide cold weather response strategy for the 2025-2026 and 2026-2027 cold weather seasons and potentially beyond; and

WHEREAS, the Intergovernmental Agreement (IGA) establishes a coordinated, regional cold weather response program to provide shelter, transportation, and outreach services for individuals and families experiencing homelessness during periods of extreme weather; and

WHEREAS, Jefferson County will serve as Fiscal Agent for the program, with the total cost of $1,624,000 to be shared among the participating jurisdictions on a pro rata basis; and

WHEREAS, Wheat Ridge's share of the cost is $97,440 payable in two installments of $24,360 due on November 1, 2026, and $73,080 due on January 15, 2027; and

WHEREAS, the City Council finds and determines that the participation in this IGA is in the best interests of the City and its residents and will further the City's goals of regional collaboration and public safety.

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

1. The Intergovernmental Agreement Concerning Regional Cold Weather Response for those Experiencing Homelessness, attached hereto and incorporated herein by reference, is hereby approved.

ATTACHMENT 1

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

3. The City of Wheat Ridge commits to its financial obligations as outlined in the IGA and Exhibit A-1, including the payment of $97,440 to Jefferson County in accordance with the prescribed schedule.

4. The City of Wheat Ridge affirms its commitment to collaborate with Jefferson County and partner municipalities in the implementation of the cold weather response, including participation in outreach, transportation, and reporting.

DONE AND RESOLVED this 28th day of September 2026.

[SEAL] Korey Stites, Mayor

ATTEST:

Onorina Maloney, Sr. Deputy City Clerk

INTERGOVERNMENTAL AGREEMENT CONCERNING REGIONAL COLD WEATHER RESPONSE FOR THOSE EXPERIENCING HOMELESSNESS

1.0 PARTIES. This Intergovernmental Agreement ("IGA"), effective upon full execution ("Effective Date"), is entered into by the following Parties (each, individually, a "Party"):

1.1. The County of Jefferson, State of Colorado, a body politic and corporate (the "**County**")

1.2. The City of Arvada, a municipal corporation ("**Arvada**")

1.3. The City of Edgewater, a municipal corporation ("**Edgewater**")

1.4. The City of Golden, a municipal corporation ("**Golden**")

1.5. The City of Lakewood, a municipal corporation ("**Lakewood**")

1.6. The City of Westminster, a municipal corporation ("**Westminster**"); and

1.7. The City of Wheat Ridge, a municipal corporation ("**Wheat Ridge**").

2.0 RECITALS

2.1. The Parties are authorized by the provisions of Colo. Const. Art. XIV, §18(2)(a) and C.R.S. §§29-1-201, *et. seq.* to contract with one another to provide any function, service, or facility lawfully authorized to each.

2.2. The increasing number of individuals experiencing homelessness in Jefferson County continues to be a regional issue that affects the health, safety, and welfare of each of the Parties' communities.

2.3. The Parties participated in the 2026 Spring Forum on Homelessness and agreed to continue support of the Cold Weather IGA. The year of work since the 2025 Spring Forum was widely recognized as a success worth building on.

2.4. The Parties agree it would be in the best interest of all Parties to coordinate a regional cold weather response for those experiencing homelessness in Jefferson County.

2.5. The Parties desire to establish this IGA to commit to a collaborative, regional approach to addressing cold weather response for those experiencing homelessness in Jefferson County.

2.6. Establishment of this IGA will serve a public purpose and will promote the health, safety, and general welfare of inhabitants in and around Jefferson County.

ATTACHMENT 2

3.0 EFFECTIVE DATE AND TERM

3.1. This IGA will take effect upon full execution by all Parties and remain in effect through September 30, 2027, subject to the Parties' right to terminate under this IGA.

3.2. This IGA may be renewed by the Parties annually for no more than five (5) consecutive one-year renewal terms. Renewals shall be automatic unless the IGA is terminated by any Party pursuant to Section 7.1 of this IGA. Each year 60 days prior to commencement of any renewal term, the Parties shall agree upon any changes to the Term Sheet, originally attached to the IGA as Exhibit A or confirm that the Term Sheet remains unchanged. Any agreed-upon changes to the Term Sheet shall be deemed an amendment to this IGA. The Parties have agreed to changes to the Term Sheet; such changes are incorporated herein and attached hereto as Exhibit A-1.

4.0 RESPONSIBILITIES OF THE PARTIES. The Parties agree to work collaboratively to coordinate a regional approach for a cold weather response for those experiencing homelessness among Jefferson County jurisdictions.

5.0 TERM SHEET. The Parties agree to abide by the terms set forth in the **Term Sheet** attached hereto as **Exhibit A-1** to carry out the intention of the Parties to strategically address the regional response to 2026-2027 cold weather season for those experiencing homelessness in Jefferson County.

6.0 AMENDMENTS

6.1. This IGA may be amended at any time by written agreement signed by the signing authorities of the Parties to this IGA.

7.0 TERMINATION OF IGA

7.1. INDIVIDUAL PARTY TERMINATION. Any Party may terminate its participation in this IGA by providing 60 days written notice to the other Parties. In the event of such termination, the remaining Parties agree to meet and decide how to proceed without the terminating Party. Upon notice of such termination, the Parties may continue this IGA without the terminating Party or decide to terminate the IGA. The terminating Party shall pay their portion of the pro rata pooled funding obligation as of the effective date of the Party's termination. Pro rata for this purpose shall be calculated

based on the percentage of the cold weather season that has elapsed as of the effective date of termination.

8.0 GENERAL PROVISIONS

8.1. **SEVERABILITY**. If any provision of this IGA or the application thereof to any Party is held invalid, such invalidity shall not affect other provisions or applications of the IGA which can be given effect without the invalid provision or application, and to this end, the provisions of the IGA are declared to be severable.

8.2. **ASSIGNMENT**. Except as otherwise stated herein, this IGA shall not be assigned by any Party.

8.3. **NO THIRD-PARTY BENEFICIARIES.** Except as otherwise stated herein, this IGA is intended to describe the rights and responsibilities of and between the Parties and is not intended to, and shall not be deemed to, confer rights upon any persons or entities not named as Parties. Nothing contained herein shall be deemed to create a partnership or joint venture between the Parties.

8.4. **BINDING EFFECT**. This IGA shall inure to the benefit of, and be binding upon, the Parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this IGA except as otherwise expressly authorized herein.

8.5. **NOTICES**. Any notice or notification required or permitted by the IGA shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address as has been previously furnished in writing, to the other Party or Parties. Such notice or notification shall be deemed to have been given when deposited in the United States mail.

8.6. **TABOR COMPLIANCE; NO GENERAL OBLIGATION INDEBTEDNESS.** Because this IGA may extend beyond the current fiscal year, all of the Parties understand and intend that the obligation of the Parties for committing monetary funding hereunder constitutes a current expense of the Parties payable exclusively from the Parties' funds and appropriated each fiscal year and shall not in any way be construed to be a multi-fiscal year debt or other financial obligation within the meaning of Article X, Section 20 of the Colorado Constitution, a general obligation indebtedness

of the Parties within the meaning of any provision of Article XI of the Colorado Constitution, or any other constitutional or statutory indebtedness.

8.7. **GOVERNING LAW AND VENUE.** This IGA shall be governed by the laws of the State of Colorado. Venue for any action arising under this IGA will be in the appropriate court for Jefferson County, Colorado.

8.8. **BINDING AUTHORITY.** The Parties represent and affirm that the signature page hereof accurately states the full legal name of the entity, contains all requisite signature(s) on behalf of the Party, has been properly acknowledged by attestation, notary acknowledgment, or both.

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

8.10. **GOVERNMENTAL IMMUNITY.** No portion of this IGA shall be deemed to constitute a waiver of any immunity, the Parties, or their officers or employees may possess, nor shall any portion of this IGA be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this IGA.

[SIGNATURE PAGES FOLLOW]

COUNTY OF JEFFERSON,
STATE OF COLORADO

By: _____

Laura Aldrete, County Manager
laldrete@co.jefferson.co.us

ATTEST:

_____

APPROVED AS TO FORM:

By: _____
Carey Taylor Markel, Deputy County Attorney
cmarkel@jeffco.us

ATTACHMENT 2

CITY OF ARVADA, a Colorado home rule municipal corporation

By: _____
Don Wick, City Manager
dwick@arvada.org

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

By: _____
Kylie Justus, Senior Assistant City Attorney
kjustus@arvada.org

ATTACHMENT 2

CITY OF GOLDEN, a Colorado municipal corporation

By: _____
Carly Lorentz, Interim City Manager
clorentz@cityofgolden.net

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

By: _____
Sandra Llanes, City Attorney
sllanes@cityofgolden.net

ATTACHMENT 2

CITY OF LAKEWOOD, a Colorado municipal corporation

By: _____
Ben Goldstein, Interim City Manager
ben.goldstein@lakewoodco.gov

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

By: _____
Lauren Stanek, Senior Assistant City Attorney
lausta@lakewoodco.org

ATTACHMENT 2

CITY OF WESTMINSTER, a Colorado municipal corporation

By: _____
Jody Andrews, City Manager

jandrews@westminsterco.gov

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

By: _____
Matthew Munch, Assistant City Attorney II
mmunch@westminsterco.gov

ATTACHMENT 2

CITY OF WHEAT RIDGE, a Colorado municipal corporation

By: _____
Patrick Goff, City Manager

pgoff@ci.wheatridge.co.us

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

By: _____
Gerald Dahl, City Attorney
gdahl@mdbrlaw.com

ATTACHMENT 2

CITY OF EDGEWATER, a Colorado municipal corporation

By: _____
Dan Maples, City Manager
dmaples@edgewater.com

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

By: _____

Carmen Beery, City Attorney
cbeery@mdbrlaw.com

ATTACHMENT 2

Exhibit A-1

IGA 2026-2027 COLD WEATHER TERM SHEET

Term of Agreement: October 1, 2026 - September 30, 2027

Service Period: October 1, 2026 - April 30, 2027

- If a severe weather event occurs after April 30 and sheltering is deemed necessary, the Parties agree these Terms continue to apply.

Sheltering Options

The Parties agree to share the costs associated with severe weather sheltering for the 2026-2027 cold weather season, with the following sheltering, staffing, and operational support options:

- Jeffco Family Shelter ($300,000)
  - Serving as 24/7 emergency shelter for families with at least one dependent age 18 or under
- Motel vouchers ($900,000)
  - Provision averaging 200 motel vouchers nightly to provide sheltering on nights of severe/extreme cold weather
  - Activated during severe weather at 32°F or lower with accumulation of precipitation (snow) greater than one inch or with discretion in conditions of concurrent non-accumulating wet precipitation such as rainfall or sleet, or 20°F or lower with or without precipitation. Consideration will be given to wind when determining activation.
- Staffing/Operational support for county motel vouchering ($150,000)
  - Needs related to oversight, administration and distribution of motel vouchers issued by Jefferson County
- The MAC in Westminster ($69,000)
  - Activated when temperatures are anticipated to be 0°F or sustained wind chill temperatures below 0°F for a minimum duration of six hours as determined based on the City of Westminster's Emergency Shelter Plan managed/operated by the Westminster Fire Department for extreme cold weather events.
- Westminster motel vouchers ($40,000)
  - Activated during severe cold weather at 32°F or lower with a forecast 25% or more chance of precipitation or 20°F or lower with or without precipitation if guests cannot go to a congregant shelter. More rooms are made available when forecast temperatures fall to 10°F or lower.

- Congregate Sheltering ($100,000)
  - Funding made available to faith-based and/or community-based organizations within Jefferson County to provide sheltering during severe weather activations.
  - Activated during severe weather at 32°F or lower with accumulation of precipitation (snow) greater than one inch or with discretion in conditions of concurrent non-accumulating wet precipitation such as rainfall or sleet, or 20°F or lower with or without precipitation. Consideration will be given to wind when determining activation.

- Severe Weather Hotline Staff Support ($65,000)
  - Needs related to the staffing and operations of the Severe Weather Hotline made available after hours during severe weather events.

Total Sheltering Costs for 2026-2027 Cold Weather Season

The Parties agree that the total sheltering costs for the 2026-2027 Cold Weather Season to be shared on pro rata basis based on population is $1,624,000. Each Party's pro-rata share is set forth in the chart below:

Jurisdiction	Percent of County	Shared Cost	Direct Payment Offset	Total into pooled funding	Due 11/1	Due 1/15
	100%	$ 1,624,000				
Jefferson County (Unincorporated)	34%	$ 552,160	$ 215,000	$ 337,160	$ 84,290	$ 252,870
Arvada	21%	$ 341,040		$ 341,040	$ 85,260	$ 255,780
Edgewater	1%	$ 16,240		$ 16,240	$ 4,060	$ 12,180
Golden	3%	$ 48,720		$ 48,720	$ 12,180	$ 36,540
Lakewood	27%	$ 438,480		$ 438,480	$ 109,620	$ 328,860
Westminster	8%	$ 129,920	$ 109,000	$ 20,920	$ 5,230	$ 15,690
Wheat Ridge	6%	$ 97,440		$ 97,440	$ 24,360	$ 73,080

Cost Sharing

Westminster and Jefferson County each pay their Direct Payment Offsets, noted in the table above, in alignment with established fiscal processes which are costs those entities contribute towards sheltering operations. These costs would be deducted from the pro rata assessed amount each contribute to the pooled funding. If city-funded sheltering costs are not committed by January 1, 2027, that city's allotted amount will be added to the pooled funding. Lakewood, Arvada, Wheat Ridge, Edgewater, and Golden each pay their pro rata costs directly into pooled funding. All pro rata payments will be used to fund Jeffco Family Shelter, congregate sheltering, and motel vouchers issued by the County.

County as Fiscal Agent

Jefferson County will serve as the Fiscal Agent with respect to the pooled funding and will establish tracking and reporting processes. The city Parties will pay their pro rata costs directly to Jefferson County with 25% due on November 1, 2026, and the remaining 75% paid on or by January 15, 2027, as noted in the table above. Westminster will submit monthly reports to the Fiscal Agent outlining agreed upon measures and expenditures for city-led sheltering options. Monthly tracking reports will be provided during monthly City/County Manager meetings. The County as Fiscal Agent will provide the city Parties with an end of season report in advance of 2028 budget decisions. All expenditures need to be submitted to the Fiscal Agent by June 15, 2027, with the goal of providing a final report by July 1, 2027. These dates do not reflect unforeseen circumstances that may extend the need for severe weather response and with due diligence to achieve final reconciliation in a timely manner. Any expenditures incurred during an event subsequent to April 30, 2027, must be submitted within 30 days of the severe/extreme weather event.

Fiscal Reconciliation Decision-Making

Each Party has identified a representative to carry out the continued implementation of this work and to represent their respective localities in the preparation for the upcoming cold weather season. The following individuals are the appointed decision makers to carry forward this work:

- Don Wick, City Manager, Arvada
- Dan Maples, City Manager, Edgewater
- Carly Lorentz, Interim City Manager, Golden
- Laura Aldrete, County Manager, Jefferson County
- Ben Goldstein Interim City Manager, Lakewood
- Jody Andrews, City Manager, Westminster
- Patrick Goff, City Manager, Wheat Ridge
- Kerry Wrenick, Regional Homelessness Coordinator, Jefferson County (non-voting)

With monthly reporting/tracking of expenses and the end of season report, any increases to projected costs will be evaluated on an ongoing and end of season basis during the monthly City/County Manager meetings. During the monthly meetings, the cities and the County will discuss topics such as additional funding, amending services provided, or appropriate responses. At the end of the season if a credit balance exists, the City/County Managers will determine

whether to refund any excess or carry it over to the 2027-2028 cold weather season. If decision-makers establish a reserve with credit balance, the reserve balance will be included as part of the reporting processes. For the 26/27 Cold Weather IGA, the parties authorized reserves from 25/26 to be used towards 2027 operational costs of the Lakewood Navigation Center.

Cold Weather Activation

Jefferson County will activate cold weather response utilizing the following temperature/precipitation thresholds when notified by Jefferson County Public Health of a cold weather health alert or advisory. The thresholds will be 72-hour forecasts of overnight low temperatures of:

- **Health Alert Notification:** (extreme weather) 10°F regardless of wind or precipitation
- **Health Advisory Notification:** (severe weather) 32°F or lower with accumulation of anticipated precipitation (snow) greater than one inch over a 24-hour period or with discretion in conditions of concurrent non-accumulating wet precipitation such as rainfall or sleet, or 20°F or lower with or without precipitation. Consideration will be given to wind when issuing a Health Advisory.

The Parties agree that discretion to enter a Cold Weather Activation (CWA) is the responsibility of the Cold Weather Activation team, based on forecasts from the National Weather Service. Representatives from Jefferson County Public Health, Jefferson County Human Services, Jefferson County Emergency Management (CWA Team), will convene 72 hours in advance of impending weather to prepare for an activation based on forecast. If a forecast indicates weather conditions extending throughout a week, discretion will be used to make activation decisions by 10 a.m. on the third, fifth, and seventh day of the activation, with relevant updates communicated to the public. Any reason for non-activation or suspension will be documented by the non-activation or suspending party and provided to the other Parties. As individuals with ties to the Cities of Arvada and Westminster may physically be located within these respective jurisdictions but outside of Jefferson County, they may be considered eligible to utilize JeffCo Family Shelter for families with children and Jefferson County hotel program for people unable to stay at congregate shelters as part of this IGA.

The parameters for activation of Westminster's The MAC are determined based on the City of Westminster's Emergency Shelter Plan managed/operated by the Westminster Fire Department for extreme cold weather events. The activation of The MAC remains solely within the purview and under the City of Westminster' Emergency Shelter Plan, which is an annex of the City's Emergency Operations Plan. Activation of the extreme cold weather shelter will take into consideration the Jefferson County CWA and notify them when The MAC activates. Westminster cold weather hotel stays are available during The MAC activating as an extreme weather shelter. They are also available when Adams County Severe Weather Activation Program starts providing additional cold weather hotel rooms when it is forecast to be 10°F or below.

Communication of CWA

To the extent possible, seventy-two hours prior to declaration of a CWA, Jefferson County will notify the Board of County Commissioners, City Managers, partner municipal and county homelessness response teams, that a CWA will be declared. Broader public facing notification will occur no later than twenty-four (24) hours prior to the CWA and may be communicated through push notifications on the County website, the Heading Home website, social media, email networks, or other formats by Jefferson County Communications. No public-facing notifications, including email or social media, shall be shared prior to the official public notification from Jefferson County Public Affairs Team. Extensions of an ongoing CWA will similarly and officially be posted to the public through Jefferson County Communications. Municipalities will maintain responsibility for activation notifications and public awareness sent through their Communications teams.

If severe weather is expected over a weekend or on a Monday holiday, more advanced public notice than 24-hours will be issued when possible.

Outreach

Outreach strategies refer to coordinating direct engagement with people in unsheltered homelessness to equip them with information to make a plan to access available shelter. Outreach will be coordinated upon declaration of a CWA, from the seventy-two (72) hour lead period and through sheltering operations. Two functions support outreach engagements direct to those

experiencing homelessness in the field: Homeless/Housing Navigators, nonprofit partners, and Police Departments directly involved in implementing a CWA. Broader public audiences will receive informational push notifications and media alerts through Jefferson County Public Affairs Team.

Homeless Navigation

Jefferson County relies on County/City homeless navigators along with outreach teams from Public Health and Jefferson Center to identify people who are unsheltered. Upon declaration, and throughout the 72-hour lead period and course of a CWA, these teams will work together to intentionally connect people in unsheltered homelessness with the necessary information to create a plan to access shelter during the CWA. These efforts may be supported by the Sheriff's Office, Open Space, local Police Departments, Parks and Recreation, co-responder teams, or others in a first-responder capacity.

CWA Transportation

During CWA, the Parties agree to transport people to/from shelter to the extent possible given that severe weather conditions may limit travel due to poor driving conditions, closures, and safety concerns. Homeless Navigators, and shelter staff, have access to RTD passes that may be provided to persons needing shelter during CWA. Additionally, Jefferson County manages a Lyft Concierge account that can be utilized during CWA when Lyft is operational. Transportation is not guaranteed during CWA. All participating jurisdictions agree to provide transportation supports to impacted guests to the best of their abilities and agree that in some condition's transportation options will not be available. Prenotifications using currently defined communication channels is critical to ensure all unhoused individuals have advanced notice of impending weather changes in order to access sheltering options as early as possible.

Motel Vouchering

During CWA, motel vouchers will be issued to families and singles who meet eligibility criteria and are connected to homeless navigation services. Determinations are based on qualifying circumstances as set forth by each jurisdiction and agreed upon. Severe weather motel vouchers can be used to book motel rooms at one of the partnering motels across the county. Motel rooms will be booked on the same day by the issuing agencies.

Congregate Sheltering

During CWA, faith-based and/or community organizations have entered into an agreement to provide congregate sheltering to those who may be Jeffco/Westminster connected. Determinations are based on qualifying circumstances as set forth by each jurisdiction and agreed upon. Congregate sheltering will be made available to individuals who are not connected to homeless navigation services or may not be eligible for motel vouchering. These individuals will be offered a congregate sheltering option to ensure safety during CWA. The Severe Weather Hotline will serve as a referral source for congregate sheltering options.

Severe Weather Hotline

To increase public awareness and access to shelter resources, an after-hours severe weather hotline is available on days of severe weather activation. During normal business hours, municipal and county homeless navigators are encouraged to increase efforts in identifying and informing clients of severe weather. United Way 211 will also be provided sheltering options available during CWA.

Additional Contribution by Jefferson County - Evergreen Christian Outreach (EChO) Shelter

For 2026-2027, Jefferson County has proposed ($200,000) funding for operations of EChO Shelter located in Evergreen, CO. EChO serves as a cold weather shelter every night from October-April with a capacity of 20 individuals per night. EChO services extend beyond cold weather sheltering to ensure guests receive basic needs and case management.

Extreme Weather Mobile Shelter Operations

Extreme weather mobile shelter operations will be deployed at the discretion of the County Office of Emergency Management (OEM") through the County's activation of the Emergency Operations Center through a disaster declaration that activates the County Emergency Management Plan or Emergency Operations Plan and needed annexes. Jefferson County has budgeted $250,000 in 2026-2027 to operate mobile shelters during events of extreme cold weather (forecasts of 10°F or below for at least 48 hours). This funding amount does not

guarantee that such tents will be available for deployment as such deployment is dependent upon the discretion of the County OEM. If it is anticipated that the current budgeted funding level will be exhausted, the Parties agree to convene to determine how to fund any additional extreme weather sheltering needs.

Absent such County declaration, extreme weather mobile sheltering options can be requested by a Party that is operating under a local disaster declaration and has utilized all other available local resources. Such a Party may complete a Resource Request Order through its local OEM to the County OEM. If the County OEM authorizes the request, costs of such deployment shall be assessed to the requesting Party.

Communications Plan for Extreme Weather Mobile Shelter Operations

County OEM will, in accordance with the Emergency Operations -Local Coordination Annex Plan, take the lead in coordinating among the Parties communication of the disaster declaration and activation of the County Emergency Management Plan or Emergency Operations Plan and needed annexes.

Transportation During Extreme Weather Mobile Shelter Operations

County OEM's activation of the Emergency Operations Center through a disaster declaration will also activate additional transportation resources through the County OEM.

ITEM NUMBER: 7
DATE: September 28, 2026

REQUEST FOR CITY COUNCIL ACTION

RESOLUTION NO. 49-2026

TITLE: A RESOLUTION OF THE CITY OF WHEAT RIDGE, COLORADO APPROVING AN INTERGOVERNMENTAL AGREEMENT CONCERNING OPERATIONAL FUNDING FOR THE NAVIGATION CENTER

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

QUASI-JUDICIAL ☐YES ☒NO

ISSUE:

The County of Jefferson and the cities of Arvada, Edgewater, Golden, Lakewood, Westminster, and Wheat Ridge propose an Intergovernmental Agreement (IGA) to fund operations of the Navigation Center in Lakewood for calendar year 2027. The Center provides shelter, professional case management, and year-round, 24-hour services to people experiencing homelessness in Jefferson County.

Approval of Resolution No. 49-2026 would approve the IGA, which establishes Wheat Ridge's contribution at $143,200, subject to appropriation. The one-year agreement would sustain operations while the participating jurisdictions negotiate a longer-term funding arrangement.

PRIOR ACTION:

The participating jurisdictions have collaborated on regional housing solutions through the Jeffco Homeless Navigation Collaborative. In 2024, Lakewood acquired properties for the Navigation Center, and in 2025, Lakewood contracted with Volunteers of America Colorado to operate the program.

The jurisdictions participated in the 2026 Spring Forum on Homelessness. Key outcomes included sustaining operations of the Navigation Center in Lakewood and establishing a navigation center in north Jefferson County. The proposed IGA addresses operational funding for the Lakewood facility.

FINANCIAL IMPACT:

The minimum cost to operate the Navigation Center program in 2027 is $3,000,000. The IGA applies $700,000 in remaining funds from the 2025–2026 Cold Weather IGA, reducing the participating jurisdictions' combined contribution to $2,300,000.

The proposed contributions are:

Jurisdiction	2027 Contribution
Jefferson County unincorporated	$813,400
Arvada	$501,600
Edgewater	$23,900
Golden	$72,400
Lakewood	$645,500
Westminster	$100,000
Wheat Ridge	$143,200
Total	**$2,300,000**

Wheat Ridge's $143,200 contribution is payable to Lakewood on or before March 1, 2027. Financial obligations are expressly contingent upon appropriation and budgeting by each jurisdiction's governing body. Funding for Wheat Ridge's contribution will need to be provided through the 2027 budget adoption.

BACKGROUND:

The Navigation Center serves people experiencing homelessness throughout Jefferson County. Lakewood acquired properties at 8000 West Colfax Avenue, 1447 Allison Street, and 7900 West Colfax Avenue for the facility. Volunteers of America Colorado operates the program under contract with Lakewood.

Under the proposed IGA, Lakewood is responsible for procurement, contracting, and management of the operator on behalf of the participating jurisdictions. The operator is responsible for staffing, facility maintenance, safety protocols, programming, and service delivery. The IGA does not require Wheat Ridge to assume operational responsibility for the program.

Participating jurisdictions' housing navigators provide client referrals. Admission remains subject to capacity, eligibility, suitability, and other program requirements. The agreement generally links enrollment opportunities to population shares while allowing flexibility to serve people in need throughout Jefferson County.

The operational term runs from January 1 through December 31, 2027. The IGA cannot be renewed or amended to extend its term. Beginning in the first quarter of 2027, the

jurisdictions intend to negotiate a longer-term agreement that considers their budget cycles and a contribution formula linked to each jurisdiction's homelessness Point-in-Time count rather than its general population.

A jurisdiction may terminate participation with 60 days' written notice. Contributions generally are not refundable or prorated upon withdrawal or termination. If the IGA terminates because program operations cease, Lakewood must take reasonable steps to discontinue program expenses and return remaining IGA funds proportionately to the jurisdictions then participating.

RECOMMENDATIONS:

Staff recommends approval of Resolution No. 49-2026 to support continued operation of the Navigation Center through the regional funding partnership and provide for Wheat Ridge's $143,200 contribution, subject to appropriation in the 2027 budget.

RECOMMENDED MOTION:

"I move to approve Resolution No. 49-2026, a resolution of the City of Wheat Ridge, Colorado approving an Intergovernmental Agreement concerning operational funding for the Navigation Center."

Or,

"I move to postpone indefinitely Resolution No. 49-2026, a resolution of the City of Wheat Ridge, Colorado approving an Intergovernmental Agreement concerning operational funding for the Navigation Center for the following reason(s)."

REPORT PREPARED/REVIEWED BY:

Patrick Goff, City Manager
Jerry Dahl, City Attorney

ATTACHMENTS:

1. Resolution No. 49-2026
2. Exhibit A – Intergovernmental Agreement

CITY OF WHEAT RIDGE, COLORADO

RESOLUTION NO. 49

SERIES OF 2026

TITLE: A RESOLUTION OF THE CITY OF WHEAT RIDGE, COLORADO APPROVING AN INTERGOVERNMENTAL AGREEMENT CONCERNING OPERATIONAL FUNDING FOR THE NAVIGATION CENTER

WHEREAS, pursuant to C.R.S. §§ 29-1-201 and 203, and Colo. Const. Art. XIV, § 18(2)(a), the City of Wheat Ridge is authorized to enter into cooperative agreements with other governmental entities to provide any function, service or facility each is authorized to undertake; and

WHEREAS, there is an increasing number of individuals experiencing homelessness which continues to be a regional issue that affects the health, safety and welfare of the City, the other municipalities in Jefferson County, and the unincorporated areas of the County; and

WHEREAS, the cities of Arvada, Edgewater, Golden, Lakewood, Westminster, Wheat Ridge and Jefferson County (the "Parties") have determined it would be in the best interest of their jurisdictions to coordinate efforts to address homelessness across Jefferson County; and

WHEREAS, in furtherance of this determination, the Parties have worked together on regional housing solutions for unhoused residents, with a specific focus on opening a navigation center in the County to provide a range of services related to homelessness; and

WHEREAS, the Parties have cooperated in the establishment of a Navigation Center and wish to provide stable funding for the Center's operations; and

WHEREAS, the City of Wheat Ridge wishes to enter into an intergovernmental agreement with the cities of Arvada, Edgewater, Golden, Lakewood and Westminster, and the County of Jefferson, for the purpose of establishing operational funding for the Navigation Center.

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

Section 1. The Intergovernmental Agreement concerning Operational Funding for the Navigation Center, among the cities of Arvada, Edgewater, Golden, Lakewood,

ATTACHMENT 1

Westminster, Wheat Ridge and Jefferson County, attached hereto as **Exhibit A**, is hereby approved.

Section 2. This Resolution shall be effective upon adoption.

DONE AND RESOLVED this 28th day of September 2026

[SEAL] Korey Stites, Mayor

ATTEST:

Onorina Maloney, Sr. Deputy City Clerk

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT CONCERNING OPERATIONAL FUNDING FOR THE NAVIGATION CENTER

Section 1 Parties. THIS INTERGOVERNMENTAL AGREEMENT (the "IGA") is made and entered into by and between the following Parties (each, individually, a Party) effective as of the latest date set forth in the signature blocks below (the "Effective Date"):

The County of Jefferson, State of Colorado, a body politic and corporate (the "County");

The City of Arvada, a municipal corporation ("Arvada");

The City of Edgewater, a municipal corporation ("Edgewater");

The City of Golden, a municipal corporation ("Golden");

The City of Lakewood, a municipal corporation ("Lakewood");

The City of Westminster, a municipal corporation ("Westminster"); and

The City of Wheat Ridge, a municipal corporation ("Wheat Ridge").

Section 2 Recitals.

WHEREAS, pursuant to C.R.S. § 29-1-203 and § 29-1-203.5, as amended, the Parties have the authority to enter into an intergovernmental agreement (IGA);

WHEREAS, the Parties are members of the Jeffco Homeless Navigation Collaborative which focuses on reducing homelessness within Jefferson County, Colorado;

WHEREAS, the Parties have worked together on regional housing solutions for unhoused residents in Jefferson County for many years with a specific focus on opening a navigation center(s) within Jefferson County;

WHEREAS, a navigation center is a critical, facility-based resource providing shelter bed capacity, professional case management services, and year-round care twenty-four (24) hours per day to people experiencing homelessness throughout Jefferson County and the municipalities located therein;

WHEREAS, in 2021, Jefferson County designated $3,000,000 in funding, originally sourced from federal pass-through grant funds under the American Rescue Plan Act (ARPA), to support the acquisition, renovation, and operations of a Lakewood Navigation Center.

WHEREAS, in 2024, Lakewood acquired properties located at 8000 W. Colfax Ave., 1447 Allison St., and 7900 W. Colfax Ave., all within the City of Lakewood, CO for a navigation center ("Navigation Center");

WHEREAS, in 2025, Lakewood contracted with Volunteers of America Colorado ("Operating Entity") to operate the Homeless Navigation Center Program (the "Program") at the Navigation Center;

WHEREAS, the Parties most recently participated in the 2026 Spring Forum on Homelessness ("Spring Forum") to address and plan for a regional homelessness response;

WHEREAS, one of the Key Outcomes from the Spring Forum was establishing a Navigation Center for north Jefferson County alongside sustaining operations of the Volunteers of America (VOAC) Navigation Center in Lakewood;

WHEREAS, in 2026, the County transmitted the three million dollars ($3,000,000) that it set aside in 2021 to be used by Lakewood to reduce the Lakewood Navigation Center renovation costs;

WHEREAS, the minimum annual cost to operate the Program from January 1, 2027 to December 31, 2027 is three million dollars ($3,000,000.00);

WHEREAS, the Parties desire to enter into this IGA to commit to a collaborative, regional approach for the continued success of the Program and to outline the terms and conditions of operational funding for the Program for a one-year term;

WHEREAS, the Parties desire to enter this IGA for a one-year term to allow time beginning in the first quarter of 2027 to collaborate and negotiate a longer-term IGA that takes into consideration factors such as each jurisdiction's budget cycle and includes a percentage contribution formula linked to the homelessness population Point-in-Time count of each jurisdiction served by the Lakewood Navigation Center, rather than a jurisdiction's general population; and

WHEREAS, the Parties find that it is in the best interests of the residents of Jefferson County, Colorado to enter into this IGA which serves a public purpose and furthers the health and welfare of the residents of Jefferson County by providing necessary resources to residents experiencing homelessness.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which is expressly acknowledged, the Parties hereby agree as follows:

Section 3 Operational Funding.

A. AMOUNT. For the Term of this IGA, the minimum annual cost to operate the Program is three million dollars ($3,000,000.00). To proportionally offset the total operational cost, the Parties agree that each Party's financial contribution shall be generally determined based on each entity's population count.

B. REDUCTION IN TOTAL COST. The Parties shall apply seven hundred thousand dollars ($700,000.00) in remaining funds from the 2025-2026 Cold Weather IGA to this IGA to reduce the overall cost. The resulting financial commitment of the Parties for the Term of this IGA shall be as follows:

Party	**Financial Contribution**
Jefferson County (unincorporated)	$813,400
Arvada	$501,600
Edgewater	$23,900
Golden	$72,400
Lakewood	$645,500

Westminster	$100,000
Wheat Ridge	$143,200
Total	$2,300,000

C. COUNTY'S CONTRIBUTION. The County presently has three million dollars ($3,000,000.00) set aside for acquiring, renovating, constructing and operating Navigation Centers in Jefferson County, CO. A portion of these funds shall be used to cover the County's share of the pooled funding for the Term of this initial IGA (2027). The County may not use these funds to cover its share of the operating costs of the Program beyond the Term of this initial IGA.

D. PAYMENT. Each Party shall pay Lakewood its proportional share of operating costs on or before March 1st, 2027. Payments shall be in the form of a wireless money transfer, ACH, check, or money order and made payable to:

City of Lakewood
Attn: Finance Operations
480 S. Allison Parkway
Lakewood, CO 80226

E. ADJUSTMENTS TO FINANCIAL OBLIGATIONS. Each Party's financial obligations under this IGA may vary year-to-year based on changes in population or fluctuations in Program costs. In the event of any change to the population or Program operating costs, the Parties shall execute a written amendment to this IGA to reflect each Party's updated financial obligations.

F. BUDGET APPROPRIATION. Each Party's financial obligations under this IGA are expressly contingent upon the annual appropriation and budgeting of funds by that Party's governing body. Each Party shall ensure that adequate funds are included within its annual budget, whether through a designated budget line item or a supplemental appropriation, as necessary, to fulfill its financial commitments under this IGA.

Section 4 Term and Termination.

A. TERM. The term of this IGA shall take effect on January 1, 2027 and remain in effect until December 31, 2027 at which time this IGA shall terminate unless it has not been earlier terminated. This IGA shall not be renewed or amended to extend any term or provision hereunder.

B. TERMINATION.

1. *Termination by an Individual Party*. Any Party may terminate its participation in this IGA by providing sixty (60) days written notice to the other Parties. In the event of such termination, the remaining Parties shall discuss and determine how to proceed without the terminating Party.

2. *Compensation upon Termination*. In the event any Party terminates its participation in this IGA, or in the event the IGA as a whole is terminated, no

Party shall be entitled to reimbursement, refund, or proration of funds previously paid, contributed, or committed under this IGA. All payments made by any Party prior to the effective date of termination shall be deemed fully earned, non-refundable, and may be utilized by the remaining Parties or the Operating Entity for any allowable purpose under this IGA or the Contract for Services between the Operating Entity and Lakewood. Notwithstanding the foregoing, if the IGA is terminated due to cessation of Program operations, Lakewood shall take all reasonable steps to discontinue Program-related expenses and any remaining IGA funds shall be returned to the Parties then participating in this IGA in proportion to their contributions.

3. *Termination Based on Transfer of Ownership*. If Lakewood sells or transfers ownership of the Navigation Center building to the Operating Entity or another operator, this IGA shall terminate once the Parties and the prospective operator renegotiate and adopt a new intergovernmental agreement addressing operational funding. Lakewood shall be the sole Party responsible for negotiating with any current or future operator. However, if the Program ceases to be managed by the Operating Entity, Lakewood will ensure other Parties to this IGA participate as members of a review committee in any competitive bid process to select a new operator.

4. *Force Majeure*. In the event the Program is suspended or cannot operate due to circumstances beyond the reasonable control of the Operating Entity, including, but not limited to, power or utility outage; earthquake, fire or flood; epidemic or pandemic; emergency declaration or other decree by a government entity; insurrection, riot, war or terrorist attack; disruption in air or rail traffic; or other similar cause (a "Force Majeure"), the Parties shall remain obligated hereunder to the extent the contract with the Operating Entity remains in place. In the event the contract with the Operating Entity is terminated or otherwise does not remain in place, the Parties shall not be obligated hereunder.

Section 5 Program Details.

A. OPERATING ENTITY.

1. *Description*. The Program shall be operated by an entity that specializes in transitional housing services for persons experiencing homelessness within Jefferson County, Colorado.

2. *Responsibilities*. The Operating Entity shall be responsible for all day-to-day Program duties including staffing, facility maintenance, safety protocols, programming, and service delivery. The duties shall include facilitating the Program from pre-referral through participant Program discharge.

3. *Authority*. The Operating Entity shall not be a party to this IGA and shall not negotiate any terms contained within this IGA.

4. *Operational Responsibility*. Nothing in this IGA obligates any Party to assume operational responsibility for the Program.

B. OPERATING ENTITY CONTRACTUAL AGREEMENT.

1. *Contractual Services Agreement*. The Operating Entity shall enter into a Contract for Services with Lakewood. The Operating Entity shall not enter into a Contract for Services with any other Party to this IGA as relates to the Program.

2. *Lakewood's Responsibility*. Lakewood shall be responsible for the procurement, contracting, and management of the Operating Entity on behalf of the other Parties to this IGA.

C. REFERRALS.

1. *Role of Housing Navigators*. All Parties to this IGA employ or contract with professionals who help people experiencing homelessness connect to services, housing options, and long-term stability ("Housing Navigators"). The Parties' Housing Navigators shall be responsible for providing client referrals to the Program. No other individuals or organizations may refer clients to the Program. If any Party ceases to employ or contract with a Housing Navigator, that Party shall coordinate with the County or Lakewood for direct referrals into the Program.

2. *Refusing Client Referrals*. The Operating Entity may refuse a client referral from a Party's Housing Navigator if such referral is incomplete, the Program is at capacity, the referred client, as determined through the sole discretion of the Operating Entity, is not eligible or suitable for the Program, or for another programmatic reason.

3. *Apportioning Enrollment*. The Operating Entity shall endeavor to accept referrals from each Party's Housing Navigator based on the percentage of each respective Parties' prior year population. However, the Program's goal is to provide housing for those experiencing homelessness regardless of where they reside within Jefferson County, and therefore, the Operating Entity shall first consider overall "referral flows" until the Program reaches "stabilized capacity." "Stabilized capacity" means that the Program experiences ten percent (10%) vacancy for eight (8) consecutive weeks. If the Program reaches "stabilized capacity," the Parties may determine whether referrals shall be accepted strictly based on the percentages of the respective Parties' population figures (i.e. referrals will only be accepted from certain Parties until such time as those Parties achieve the proportionate percentage of space in the Program). Any Party may waive its proportional referrals upon stabilization to reduce barriers to individuals in need of the Program, regardless of where they reside in Jefferson County.

4. *Unsuccessful Referral*. In the event a client is referred to the Program and the client is subsequently put on restrictions, self-selects out of the Program, or is otherwise removed from the Program, the Operating Entity shall communicate directly with the referring Housing Navigator about the status of their client. The referring Housing Navigator shall make good faith attempts to reconnect with their client in order to provide their client with necessary resources.

5. *Alternative Referral Pathways*. In the event there is a sustained low number of referrals from the Parties' Housing Navigators, the Parties may elect to open other referral pathways to ensure the Program remains at or close to capacity.

Section 6 General Provisions.

A. INTEGRATED AGREEMENT; BINDING EFFECT. This IGA contains the entire agreement of the parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of the parties. This IGA shall be binding upon, and shall inure to the benefit of, the parties and their respective heirs, personal representatives, successors and assigns.

B. NO ASSIGNMENT. The Parties shall not assign this IGA without the other Parties' prior written consent.

C. NO THIRD-PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this IGA and all rights of action relating to such enforcement shall be strictly reserved to the Parties. It is the express intention of the Parties that any person other than the Parties shall be deemed to be only an incidental beneficiary under this IGA.

D. GOVERNING LAW AND VENUE; RECOVERY OF COSTS. This IGA shall be governed by the laws of the State of Colorado. Venue shall be in Jefferson County, Colorado, or in the United States District Court for the District of Colorado, as applicable. In the event legal action is brought to resolve any dispute among the parties related to this IGA, the prevailing party in such action shall be entitled to recover from the non-prevailing party reasonable court costs and attorney fees.

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

F. CONFIDENTIALITY; PUBLIC DOCUMENT. The Parties hereby acknowledge that they are all public entities subject to the Colorado Open Records Act, C.R.S. § 24-72-201, *et seq*. (the "Act"), and as such, this IGA may be subject to public disclosure thereunder. In the event the provisions of any exhibit or attachment hereto, or of any other document, including any electronic document, purport to require protection from public disclosure of any so-called "confidential" or "proprietary" information or data, including this IGA or any exhibit or attachment hereto, such provisions shall be null and void to the extent inconsistent or in conflict with the Act, and the Parties good faith disclosure of any such information or data pursuant to the Act shall not constitute a breach of this IGA.

G. HEADINGS. Paragraph headings used in this IGA are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this IGA.

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

I. COUNTERPARTS; ELECTRONIC DISPOSITION OF AGREEMENT. This IGA may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument. The Parties acknowledge and agree that the original of this IGA, including the signature page, may be scanned and stored in a computer database or similar

device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this IGA, may be used for any purpose as if it were the original, including proof of the content of the original writing.

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

K. TABOR COMPLIANCE; NO GENERAL OBLIGATION INDEBTEDNESS. Because this IGA may extend beyond the current fiscal year, all of the Parties understand and intend that the obligation of the Parties for committing monetary funding hereafter constitutes a current expense of the Parties payable exclusively from the Parties' funds and appropriated each fiscal year and shall not in any way be construed to be a multi-fiscal year debt or other financial obligation within the meaning of Article X, Section 20 of the Colorado Constitution, a general obligation indebtedness of the Parties within the meaning of any provision of Article XI of the Colorado Constitution, or any other constitutional or statutory indebtedness.

L. NOTICE. Any notice or notification required or permitted by the IGA shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address as has been previously furnished in writing, to the other Party or Parties. Such notice or notification shall be deemed to have been given when deposited in the United States mail.

M. AMENDMENTS. This IGA may be amended at any time by written agreement signed by the Parties to this IGA.

[Remainder of this page intentionally left blank – signatures follow.]

IN WITNESS WHEREOF, the Parties have executed this IGA as of the dates set forth below.

COUNTY OF JEFFERSON, STATE OF COLORADO

_____
Laura Aldrete, County Manager
laldrete@admin.co.jeffco.us

ATTEST:

_____ _____
Attestation Date

Approved as to form:

_____
Carey Taylor Markel, Deputy County Attorney
cmarkel@jeffco.us

CITY OF ARVADA, a Colorado home rule municipal corporation

_____
Don Wick, City Manager
dwick@arvada.org

ATTEST:

_____
Kristen Rusk, City Clerk

_____
Attestation Date

Approved as to form:

_____
Kylie Justus, Senior Assistant City Attorney
kjustus@arvada.org

CITY OF EDGEWATER, a Colorado municipal corporation

_____

Steve Conklin, Mayor
sconklin@edgewaterco.com

ATTEST:

_____ _____

Lenore Pedroza, City Clerk Attestation Date

Approved as to form:

_____

Carmen Beery, City Attorney
cbeery@mdbrlaw.com

CITY OF GOLDEN, A Colorado municipal corporation

_____
Carly Lorentz, Interim City Manager
clorentz@cityofgolden.net

ATTEST:

_____
Lisa Petersen, City Clerk

_____
Attestation Date

Approved as to form:

_____
Sandra Llanes, City Attorney
sllanes@cityofgolden.net

CITY OF LAKEWOOD, a Colorado municipal corporation

_____
Ben Goldstein, City Manager
Ben.Goldstein@lakewoodco.gov

ATTEST:

_____
Jay Robb, City Clerk

_____
Attestation Date

Approved as to form:

_____
Lauren Stanek, Senior Assistant City Attorney
Lauren.stanek@lakewoodco.gov

CITY OF WESTMINSTER, a Colorado municipal corporation

_____
Jody Andrews, City Manager
jandrews@westminsterco.gov

ATTEST:

_____
[insert name], City Clerk

_____
Attestation Date

Approved as to form:

_____
Matthew Munch, Senior Assistant City Attorney
mmunch@westminsterco.gov

CITY OF WHEAT RIDGE, a Colorado municipal corporation

_____
Patrick Goff, City Manager
pgoff@wheatridge.gov

ATTEST:

_____
Onorina Maloney, Sr. Deputy City Clerk

_____
Attestation Date

Approved as to form:

_____
Gerald Dahl, City Attorney
gdahl@mdbrlaw.com

ITEM NUMBER: 8
DATE: September 28, 2026

REQUEST FOR CITY COUNCIL ACTION

MOTION

TITLE: A MOTION APPROVING A SETTLEMENT AGREEMENT BETWEEN THE CITY OF WHEAT RIDGE AND CONCRETE WORKS OF COLORADO, INC. RELATED TO THE IMPROVE WADSWORTH PROJECT

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

QUASI-JUDICIAL ☐YES ☒NO

ISSUE:
Approval of a Settlement Agreement with Concrete Works of Colorado, Inc. related to the CenturyLink Delay associated with the Improve Wadsworth Project.

PRIOR ACTION:
The City Attorney provided updates to City Council on this dispute on several occasions in executive session.

FINANCIAL IMPACT:
Approval of the Settlement Agreement will authorize payment of $1,581,982 to Concrete Works of Colorado, Inc. to resolve the CenturyLink Delay claim. Funds are currently available in the Capital Improvement Program (CIP) budget. The Agreement requires payment within 10 days following the Effective Date.

BACKGROUND:
The City engaged Concrete Works of Colorado, Inc. (“Contractor”) to construct the Wadsworth Improvements I-70 to 35th Avenue project. During construction, relocation of CenturyLink facilities within the project limits delayed and disrupted the Contractor's work. The City granted the Contractor an additional 43 working days associated with the delay.

The Contractor subsequently submitted a Request for Equitable Adjustment seeking $4,260,248 for additional costs associated with the CenturyLink Delay, including a $395,195.18 passthrough claim from its electrical subcontractor, Sturgeon Electric. The parties were unable to resolve the claim through negotiations and mediation.

The City and Contractor subsequently established a Dispute Review Board ("DRB") to provide a recommendation regarding the amount of the claim. Following a hearing, the DRB issued its written recommendation on June 24, 2026, recommending a total settlement amount of $1,581,982. Both the City and Contractor have accepted the DRB recommendation, subject to final approval by City Council.

The Agreement expressly states that the settlement is a compromise of disputed claims and does not constitute an admission of liability, fault, wrongdoing, or breach of contract by either party. Final approval by Wheat Ridge City Council is expressly established as a condition precedent to the effectiveness, enforceability, and performance of the Agreement. The City Manager's execution of the Agreement does not bind the City unless and until City Council grants final approval.

RECOMMENDATIONS:

Staff recommend that City Council approve the Settlement Agreement with Concrete Works of Colorado, Inc. in the amount of $1,581,982 and authorize the City Manager to execute the Agreement and any related documents necessary to implement the settlement.

RECOMMENDED MOTIONS:

"I move to approve a Settlement Agreement between the City of Wheat Ridge and Concrete Works of Colorado, Inc. related to the Improve Wadsworth Project."

Or,

"I move to not approve a Settlement Agreement between the City of Wheat Ridge and Concrete Works of Colorado, Inc. related to the Improve Wadsworth Project for the following reason(s)."

REPORT PREPARED/REVIEWED BY:

Patrick Goff, City Manager
Jerry Dahl, City Attorney

ATTACHMENTS:

1. Settlement Agreement

SETTLEMENT AGREEMENT

between

THE CITY OF WHEAT RIDGE

and

CONCRETE WORKS OF COLORADO, INC.

Relating to the CenturyLink Delay

Wadsworth Improvements I-70 to 35th Avenue

CDOT Project No. NHPP 1211-086, 21006

This Settlement Agreement (this "**Agreement**") is made and entered into by and between the **City of Wheat Ridge**, a home rule municipality of the State of Colorado (the "**City**"), and **Concrete Works of Colorado, Inc.**, a Colorado corporation (the "Contractor"). The City and the Contractor are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**." This Agreement is conditioned upon, final approval by the Wheat Ridge City Council approval as described in Section 5.15, and the date of such approval shall be the "Effective Date."

RECITALS

A. City engaged the Contractor for the construction of the Wadsworth Improvements I-70 to 35th Avenue (CDOT Project No. NHPP 1211-086, 21006) (the "**Project**"); and

B. During the course of construction of the Project, the Contractor's performance of the Project work (the "**Work**") was delayed by CenturyLink's relocation of its facilities within the Project limits (the "**CenturyLink Delay**") and the Contractor alleges that its performance was disrupted as a result of the CenturyLink Delay; and

C. Contractor requested and the City agreed to grant the Contractor an increase in the Contract Time of 43 working days for the CenturyLink Delay; and

D. Contractor submitted a request for equitable adjustment to the City ("**REA**"), as provided for in §105.22(b) of the 2019 version of the CDOT Standard Specifications ("**CDOT Specifications**"), which was included in the contract between the Parties (the "**Contract**"), requesting an increase in the Contract Sum of $4,260,248.00 for the additional costs of performing the Work due to the CenturyLink Delay, which includes a passthrough claim of Sturgeon Electric, the Contractor's electrical subcontractor, equal to $395,195.18 (the "**Century Link Claims**"); and

E. The City and the Contractor have negotiated in good faith as to the merit and quantum of the Century Link Claims, including the use of a third-party mediator, but were unable to reach an agreement as to resolution of the Century Link Claims (the "**Dispute**"); and

F. The City and the Contractor agreed to establish a Dispute Review Board (the "**Board**") in accordance with the original text of the last paragraph of §105.22(d), and §105.23 of the CDOT Specifications, which was not provided for in the Contract, for the purpose of providing a Board recommendation ("**Recommendation**") as to the quantum of the Century Link Claims.; and

G. The City and the Contractor entered into a Dispute Review Board Agreement dated March 12, 2026 (the "**DRB Agreement**") setting forth the terms and conditions for the establishment and operation of the Board; and

H. On May 20, 2025, the Board conducted a hearing during which both Parties presented evidence supporting their respective positions as to the quantum of the Century Link Claims. The Board issued its written recommendation pursuant to the procedures in the DRB Agreement on June 24, 2026, recommending a total quantum of $1,581,982.00, comprising $375,849.35 for extended general conditions and $1,206,132.58 for productivity losses (equipment and labor) (the "**Recommendation**"); and

I. Both the City and the Contractor have accepted the Recommendation in accordance with the DRB Agreement; and

J. The DRB Agreement provides that if both Parties accept the Recommendation, it will be implemented in accordance with CDOT Specifications §§108.08, 109.04, 109.05, or 109.10 and the Dispute is resolved; and

K. The Parties now desire to memorialize the terms of the settlement of the Dispute and the release of all claims arising from or relating to the CenturyLink Delay and Century Link Claims.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. DEFINITIONS. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings ascribed to them in the Recitals, the Contract, and the DRB Agreement

2. ACCEPTANCE OF THE RECOMMENDATION: The Parties hereby confirm and acknowledge that both the City and the Contractor have accepted the Recommendation issued

by the Board on June 24, 2026, in its entirety. The total recommended amount is **One Million Five Hundred Eighty-One Thousand Nine Hundred Eighty-Two Dollars ($1,581,982.00)**, allocated as follows: (a) Extended General Conditions: $375,849.35; (b) Equipment Loss of Productivity: $764,208.58; and (c) Labor Loss of Productivity: $441,924.00. The acceptance of the Recommendation by both Parties is subject only to final approval by Wheat Ridge City Council pursuant to Section 5.15.

3. IMPLEMENTATION

3.1. *CDOT Specifications.* The Recommendation shall be promptly implemented in accordance with the procedures set forth in CDOT Specifications Sections 108.08 (Extra Work/Change Orders), 109.04 (Progress Payments), 109.05 (Partial Payments), and/or 109.10 (Claims for Adjustment), as applicable.

3.2. *Timing.* Payment shall be made to Contractor within 10 days of the Effective Date. Notwithstanding any requirement in the Local Agency Agreement between City and CDOT, no approval by CDOT is required for the issuance of payment to Contractor where no part of that payment is from state funds.

3.3. *Incorporation.* The terms and procedures of CDOT Specifications Sections 108.08, 109.04, 109.05, and 109.10, as applicable to the implementation of this settlement, are hereby incorporated by reference into this Agreement as though fully set forth herein.

3.4. *Cooperation.* Each Party shall execute such documents and take such actions as are reasonably necessary to effectuate the implementation of the Recommendation in accordance with the applicable CDOT Specifications and the Contract, including the processing of any change orders or payment applications required thereunder.

4. MUTUAL AND FINAL RELEASE

4.1. *Release by the Contractor.* Upon payment of the Recommendation amount in full, the Contractor, on behalf of itself and its successors, assigns, agents, employees, subcontractors (including Sturgeon Electric, Inc.), and all persons or entities claiming through or under the Contractor, hereby fully, finally, and forever releases, acquits, and discharges the City, and its officers, officials, employees, agents, representatives, and insurers (collectively, the "City Released Parties") from any and all claims, demands, causes of action, suits, damages, losses, costs, expenses (including attorneys' fees), obligations, and liabilities of every kind and nature whatsoever, whether known or unknown, suspected or unsuspected, fixed or contingent, arising from, relating in any way to the CenturyLink Claims, including without limitation:

(a) All claims asserted in the REA submitted to the Board;

(b) The passthrough claim of Sturgeon Electric in the amount of $395,195.18 or any amount;

(c) All claims for delay, disruption, acceleration, loss of productivity, extended general conditions, extended overhead, lost profits, or any other damages arising from or related to the CenturyLink Delay; and

(d) All claims that were or could have been the subject of the CenturyLink Delay proceedings before the Board.

(e) The above releases do not waive, release, or impact Contractor's pending REA's relating to MCR's 040, 041, 042, 043, 044, 045, or any other claims unrelated to the CenturyLink Delay that may exist between the Parties.

4.2. *Release by the City.* Upon payment of the Recommendation amount in full, the City, on behalf of itself and its successors, assigns, officers, officials, employees, agents, and representatives, hereby fully, finally, and forever releases, acquits, and discharges the Contractor, and its officers, directors, shareholders, employees, agents, representatives, *subcontractors*, and insurers (collectively, the "Contractor Released Parties") from any and all claims, demands, causes of action, suits, damages, losses, costs, expenses (including attorneys' fees), obligations, and liabilities of every kind and nature whatsoever, whether known or unknown, suspected or unsuspected, fixed or contingent, arising from, relating to, or in any way connected with the CenturyLink Delay, including without limitation all claims, counterclaims, offsets, or defenses that were or could have been asserted in the proceedings before the Board.

4.3. *Sturgeon Electric Passthrough Claim.* The Parties acknowledge that the Board made no recommendation on the quantum of the Sturgeon Electric passthrough claim. Notwithstanding the foregoing, the release set forth in Section 4.1 includes a full and final release of any and all claims by Sturgeon Electric that are or could be passed through by the Contractor against the City arising from or relating to the CenturyLink Delay. The Contractor shall be solely responsible for resolving any claims by Sturgeon Electric.

4.4. *Scope of Release.* The releases set forth in this Article IV are intended to be broadly construed and shall be effective as a full and complete settlement of the Dispute. Provided, however, this Agreement and the releases in this Section 4 do not waive, release, limit or otherwise impact (i) Contractor's pending REA's relating to MCR's 040, 041, 042, 043, 044, 045; (ii) the City's claims, defenses, or offsets to

pending REA's relating to MCR's 040, 041, 042, 043, 044, 045; or any other claims unrelated to the CenturyLink Delay that may exist between the Parties.

5. GENERAL TERMS AND CONDITIONS

5.1. *No Admission of Liability.* This Agreement and the settlement contemplated herein represent a compromise of disputed claims. Nothing in this Agreement shall be construed as an admission of liability, fault, wrongdoing, or breach of contract by either Party. Neither this Agreement nor any of its terms shall be offered or received in evidence in any proceeding as an admission or concession of liability or wrongdoing of any kind.

5.2. *Confidentiality.* To the extent permitted by applicable law, including the Colorado Open Records Act, C.R.S. § 24-72-201 et seq., the Parties agree to maintain the confidentiality of the terms and conditions of this Agreement and shall not disclose the same to any third party except: (a) as required by law, regulation, or court order; (b) to the Parties' respective attorneys, accountants, insurers, auditors, and financial advisors; (c) to the extent necessary to implement or enforce the terms of this Agreement; or (d) as required for CDOT reporting purposes.

5.3. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflict of laws provisions.

5.4. *Entire Agreement.* This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations, representations, warranties, and understandings, whether written or oral, relating to the settlement of the Dispute. This Agreement may not be amended or modified except by a written instrument signed by both Parties.

5.5. *Binding Effect; Successors and Assigns.* This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, assigns, heirs, executors, and administrators. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party.

5.6. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures transmitted by electronic means (including PDF and electronic signature platforms) shall be deemed original signatures for all purposes.

5.7. *Authority to Execute.* Each person signing this Agreement represents and warrants that he or she has been duly authorized to execute this Agreement on behalf of the respective Party and that the execution, delivery, and performance of this Agreement has been duly authorized by all necessary action.

5.8. *Severability.* If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable.

5.9. *Waiver.* The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of that Party's right to enforce such provision or any other provision in the future.

5.10. *Notices.* All notices required or permitted under this Agreement shall be transmitted pursuant to the notice provisions in the underlying Contract.

5.11. *Further Assurances.* Each Party agrees to execute and deliver such additional documents and to take such additional actions as may be reasonably necessary to carry out the purposes and intent of this Agreement.

5.12. *Event of Breach.* The Parties agree that in the event any provision of this Agreement is breached, the non-breaching party may recover its reasonable litigation costs and attorneys' fees in any court action in which it obtains a judgment or other order to enforce this Agreement.

5.13. *Attorney's Fees and Costs.* Except as expressly stated in this Agreement and the DRB Agreement, each Party shall bear its own attorneys' fees, expert fees, costs, and expenses incurred in connection with this Agreement. In an action to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

5.14. *Knowing and Voluntary Execution*. Each Party acknowledges that it has read this Agreement, understands it, has had the opportunity to consult independent counsel, and enters into it knowingly and voluntarily without reliance on any representation not expressly stated here.

5.15. **City Council Approval; Effective Date.**

(a) Condition Precedent. Final approval of this Agreement by the Wheat Ridge City Council is a condition precedent to the effectiveness, enforceability, and performance of this Agreement. The City Manager's execution of this Agreement constitutes only a recommendation for submission of the Agreement for City

Council consideration and shall not bind the City unless and until the City Council grants final approval.

(b) Approval Process. The City shall use reasonable efforts to submit this Agreement for consideration by the Wheat Ridge City Council at its next available regular or special meeting following execution by both Parties, subject to applicable notice, agenda, and public-meeting requirements. Nothing in this Agreement requires any member of the City Council to vote for approval or otherwise limits the City Council's discretion.

(c) Effective Date. "Effective Date" means the date on which the Wheat Ridge City Council grants final approval of this Agreement.

(d) Failure of Condition. If the Wheat Ridge City Council does not approve this Agreement, or approves it only with changes not accepted in writing by both Parties, this Agreement shall be null, void, and of no further force or effect. Neither Party shall have any claim against the other arising from or relating to the failure of this condition precedent, and each Party shall retain all rights, claims, defenses, and remedies that existed immediately before execution of this Agreement; provided, however, CWC shall have the right to immediately pursue de novo litigation and will be deemed to have exhausted the claim and dispute resolution process under CDOT Specification Section 105.24(e) and any other conditions precedent to pursuing de novo litigation under the Contract.

(e) Notice. The City shall give Contractor written notice promptly after Wheat Ridge City Council action approving or declining to approve this Agreement.

[*Signatures on the Following Page*]

SIGNATURES

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

CITY OF WHEAT RIDGE

By: Patrick Goff
Name: Patrick Goff
Title: City Manager

Date: September 19, 2026

CONCRETE WORKS OF COLORADO, INC.

By:
Name: Richard J. Brasher
Title: Vice President

Date: 9/18/26