

AGENDA
REGULAR MEETING OF THE CITY COUNCIL
480 S. ALLISON PARKWAY
CITY COUNCIL CHAMBERS
CITY OF LAKEWOOD, COLORADO
HYBRID MEETING
JUNE 24, 2024
7:00 PM

To watch the Council meeting live, please use either one of the following links:

City of Lakewood Website: [Lakewood.org/CouncilVideos](https://lakewood.org/CouncilVideos)

Lakewood Speaks: Lakewoodspeaks.org

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In accordance with City Council Policy 5.1(A), all virtual meeting participants are advised that technological issues, whether caused by the City's equipment or the user's equipment, shall not be grounds for canceling a public meeting.

How to Connect to Provide Public Comment: Online participants may post written comments of any length to LakewoodSpeaks.org, an online forum for public comments.

ITEM 1 – CALL TO ORDER

ITEM 2 – ROLL CALL

ITEM 3 – PLEDGE OF ALLEGIANCE

ITEM 4 – STATEMENT OF CONFLICT OF INTEREST

**CONSENT AGENDA
ORDINANCES ON FIRST READING**

ITEM 5 – RESOLUTION 2024-31 – A RESOLUTION RECOGNIZING THE OUTSTANDING SERVICE OF CITY ATTORNEY ALISON MCKENNEY BROWN AND AUTHORIZING A SALARY PERFORMANCE INCREASE IN ACKNOWLEDGMENT THEREOF.

ITEM 6 – APPROVING MINUTES OF THE CITY COUNCIL MEETINGS

**END OF CONSENT AGENDA
PUBLIC COMMENT ON CONSENT AGENDA**

**ORDINANCES ON SECOND READING
AND PUBLIC HEARINGS**

ITEM 7 – ORDINANCE O-2024-13 – SETTING THE SALARIES OF MUNICIPAL COURT JUDGES

PUBLIC COMMENT ON ORDINANCE O-2024-13

ITEM 8 – ORDINANCE O-2024-14 – AUTHORIZING A SUPPLEMENTAL APPROPRIATION OF GENERAL FUNDS TO THE 2024 ANNUAL BUDGET IN THE AMOUNT OF \$1,230,300 AND AUTHORIZING THE EXPENDITURE OF THESE FUNDS BY THE DIVISION OF COMMUNITY RESOURCES FOR THE CITY MATCH PAYMENT REQUIRED TO INSTALL SOLAR PANELS ON THE ROOF AND PARKING CANOPY OF THE WHITLOCK RECREATION CENTER

PUBLIC COMMENT ON ORDINANCE O-2024-14

ITEM 9 – ORDINANCE O-2024-15 – AUTHORIZING THE PURCHASE OF REAL PROPERTY LOCATED AT 1211-1215 QUAIL ST., 1303 OAK ST., AND 10811 W. COLLINS AVE. FOR PROPERTY TO EXPAND THE PUBLIC WORKS MAINTENANCE FACILITIES, AND ACCEPTANCE OF A DEED(S) THEREFORE

PUBLIC COMMENT ON ORDINANCE O-2024-15

ITEM 10 – ORDINANCE O-2024-16 – AUTHORIZING THE CITY OF LAKEWOOD TO ACQUIRE CERTAIN REAL PROPERTY (INCLUDING A BUILDING AND SURFACE LOTS AT 7898 AND 8000 W. COLFAX AVE IN LAKEWOOD, CO, 80214) SUBJECT TO CONTINGENCIES AND APPROVALS RELATING TO A COLORADO DEPARTMENT OF LOCAL AFFAIRS GRANT FOR THE PURCHASE, RENOVATION, AND OPERATION OF A NAVIGATION CENTER TO SERVE THE UNHOUSED

PUBLIC COMMENT ON ORDINANCE O-2024-16

ITEM 11 – ORDINANCE O-2024-17 – ADOPTING TITLE 10, CHAPTER 38, OF THE LAKEWOOD MUNICIPAL CODE ESTABLISHING A PILOT PROGRAM FOR RESTRICTED RESIDENTIAL PARKING AREAS WITHIN THE CITY OF LAKEWOOD, COLORADO

PUBLIC COMMENT ON ORDINANCE O-2024-17

ITEM 12 – ORDINANCE O-2024-18 – AMENDING LAKEWOOD MUNICIPAL CODE CHAPTER 10.63.010 TO AUTHORIZE PARKING ENFORCEMENT OFFICIALS TO ISSUE MUNICIPAL PARKING SUMMONSES AND COMPLAINTS FOR VIOLATIONS OF THE LAKEWOOD TRAFFIC CODE PERTAINING TO PARKING ON THE PUBLIC RIGHTS OF WAY

PUBLIC COMMENT ON ORDINANCE O-2024-18

ITEM 13 – GENERAL PUBLIC COMMENT

Anyone who would like to address the Council on any matter other than an agenda item will be given the opportunity. Speakers should limit their comments to three minutes.

ITEM 14 – GENERAL BUSINESS

ITEM 15 – EXECUTIVE REPORT

A. CITY MANAGER

ITEM 16 – MAYOR AND CITY COUNCIL REPORTS

A. COUNCIL MEMBERS BY WARD

B. MAYOR

ITEM 17 – ADJOURNMENT

STAFF MEMO

DATE OF MEETING: JUNE 24, 2024 / AGENDA ITEM NO. 5

To: Mayor and City Council
From: Cory Peterson, Director of Human Resources and Risk Manager
Subject: **City Attorney Compensation Adjustment**

SUMMARY STATEMENT: As part of the City Attorney's regular annual review, City Council has recognized Alison McKenney Brown for her outstanding work as City Attorney. As directed by City Council, staff has prepared the attached Resolution for their review and consideration.

BACKGROUND INFORMATION: The City Attorney's annual review culminated with an in-person review held on May 22, 2024 during a Special Session of the Lakewood City Council.

As a result of her exceptional work, City Council chose to provide the City Attorney with a performance-based increase in annual compensation of 8%, this increase will be effective as of March 17, 2024 to align with other city employee increases.

BUDGETARY IMPACTS: The associated budget impact of this item will be funded within existing operational budgets.

STAFF RECOMMENDATIONS: Staff recommends City Council review the attached Resolution in advance of the June 24 City Council Meeting.

ALTERNATIVES: The City Council could choose not to adopt the proposed Resolution.

PUBLIC OUTREACH: This item has been promoted through the regular communication channels to be considered by the Lakewood City Council.

NEXT STEPS: None

ATTACHMENTS: 1. Resolution - 2024-31

REVIEWED BY: Kathleen E. Hodgson, City Manager
Benjamin B. Goldstein, Deputy City Manager
Alison McKenney Brown, City Attorney

2023-31

A RESOLUTION

RECOGNIZING THE OUTSTANDING SERVICE OF CITY ATTORNEY ALISON MCKENNEY BROWN AND AUTHORIZING A SALARY PERFORMANCE INCREASE IN ACKNOWLEDGMENT THEREOF.

WHEREAS, Alison McKenney Brown has served the City of Lakewood in the capacity of City Attorney since January, 2021;

WHEREAS, Ms. McKenney Brown has achieved significant success in carrying out her responsibilities as City Attorney, including, but not limited to: providing outstanding service to the City Council; providing outstanding service to all City Departments; reducing litigation; practicing smart fiscal policy; achieving recognition of excellence throughout the region and State; and encouraging innovative practices;

WHEREAS, under the direction of Ms. McKenney Brown the City Attorney's Office is providing legal services to the City at a cost significantly below that of other municipalities of similar size within the region;

WHEREAS, under the direction of Ms. McKenney Brown the City Attorney's Office has significantly reduced expenditures on outside attorneys;

WHEREAS, Ms. McKenney was selected by her peers of the Municipal City Attorney's Association as the outstanding City Attorney for 2022.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lakewood:

1. Formally extends its acknowledgement of Ms. McKenney Brown's outstanding work as the City Attorney for the City of Lakewood.
2. A salary increase in the amount of 8% is hereby awarded to Ms. McKenney Brown in recognition for providing service above and beyond her established duties, this increase is effective as of March 17, 2024.

INTRODUCED, READ, AND ADOPTED by a vote of ___ for and ___ against at a hybrid regular meeting of the City Council on June 24, 2024, at 7 o'clock p.m., at the Lakewood Civic Center, 480 South Allison Parkway, Lakewood, Colorado.

Wendi Strom, Mayor

ATTEST:

Jay Robb, City Clerk

APPROVED AS TO FORM:

Alison McKenney Brown, City Attorney

STAFF MEMO

DATE OF MEETING: JUNE 24, 2024 / AGENDA ITEM NO. 7

To: Mayor and City Council
From: Benjamin Goldstein, Deputy City Manager
Subject: **AN ORDINANCE SETTING THE SALARIES OF MUNICIPAL COURT JUDGES**

SUMMARY STATEMENT: The Judges Salary Committee met on May 21, 2024. The Committee recommended a salary increase of 5% for the Presiding Municipal Judge, Municipal Judge, and Variable Associate Municipal Judges. To address significant issues with market competitiveness, the Committee recommended an increase of 25% for the Part-time Associate Municipal Judge. In accordance with Article V of the City of Lakewood Chart, the recommendation of the Committee must be approved by ordinance and requires a vote of the entire City Council.

BACKGROUND INFORMATION: Each year the Judges Salary Committee meets to review, and provide recommendations to City Council for, the compensation to be paid to the City's Municipal Court Judges. The Committee met on May 21, 2024, and recommended the following compensation amounts:

- Presiding Municipal Judge: \$208,802 annually
- Municipal Judges: \$186,474 annually
- Regular Part-Time Associate Municipal Judges: \$82.21 per hour
- Variable Part-Time Associate Municipal Judges: \$96.22 per hour

BUDGETARY IMPACTS: The increases in salaries will result in an annual budget impact of approximately \$41,323. A majority of this amount was previously accounted for as part of the 2024 budget process and the rest will be accounted for through annual savings in other areas throughout the General Fund. If approved, the increase will be retroactively applied, effective March 17, 2024, this is the effective date of salary adjustments for general employees.

STAFF RECOMMENDATIONS: Staff does not have a recommendation regarding the recommended increase.

ALTERNATIVES: City Council may either approve, deny or make changes to the Committee's recommended increase.

PUBLIC OUTREACH: This item has been promoted through the regular communication channels to be considered by the Lakewood City Council.

NEXT STEPS: The next steps will be to implement the recommended increase should City Council vote to do so.

ATTACHMENTS: 1. Ordinance O-2024-13

REVIEWED BY: Kathleen E. Hodgson, City Manager
Benjamin B. Goldstein, Deputy City Manager
Alison McKenney Brown, City Attorney

AN ORDINANCE

SETTING THE SALARIES OF MUNICIPAL COURT JUDGES

WHEREAS, Sections 5.6 and 5.8 of the City of Lakewood (the "City") home rule charter (the "Charter") and Section 2.20.050(A) of the Lakewood Municipal Code ("LMC") provide that compensation for Municipal Court Judges shall be established by ordinance;

WHEREAS, the City of Lakewood's Judges Salary Committee has recommended the 2024-2025 annual salaries for the Presiding Judge and the Municipal Judge, as well as the hourly rates for part-time Associate Municipal Judges, as set forth herein;

WHEREAS, the City Council wishes to adopt the recommendations of the Judges' Salary Committee and to set the 2024-2025 salaries accordingly; and

WHEREAS, approval of this ordinance on first reading is intended to confirm only that the City Council desires to comply with the Lakewood Municipal Code by setting a public hearing to provide City staff and the public an opportunity to present evidence and testimony regarding the proposal.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Lakewood, Colorado, that:

SECTION 1. The salaries set forth below for Lakewood Municipal Court Judges, commencing on March 17, 2024, are as follows:

A. The annual salary of the Presiding Municipal Judge shall be Two Hundred Eight Thousand Eight Hundred Two Dollars (\$208,802.00);

B. The annual salary of Municipal Judges shall be One Hundred Eighty-six Thousand Four Hundred Seventy-four Dollars (\$186,474.00);

C. The hourly rate for Regular Part-Time Associate Municipal Judges shall be Eighty-two and 21/100 Dollars (\$82.21); and

D. The hourly rate for Variable Part-Time Associate Municipal Judges shall be Ninety-six and 22/100 Dollars (\$96.22).

SECTION 2. This Ordinance shall take effect thirty (30) days after final publication.

I hereby attest and certify that the within and foregoing ordinance was introduced and read on first reading at a hybrid regular meeting of the Lakewood City Council on the 10th day of June, 2024; published by title in the Denver Post and in full on the City of Lakewood's website, www.lakewood.org, on the 13th day of June, 2024; set for public hearing on the 24th day of June, 2024, read, finally passed and adopted by the City Council on the 24th day of June, 2024 and, signed and approved by the Mayor on the _____ day of June, 2024.

Wendi Strom, Mayor

ATTEST:

Jay Robb, City Clerk

APPROVED AS TO FORM:

Alison McKenney Brown, City Attorney

STAFF MEMO

DATE OF MEETING: JUNE 10, 2024 / AGENDA ITEM NO. 7

To: Mayor and City Council

From: Kit Newland, Director of Community Resources
Jeffrey Wong, Sr Sustainability Planner

Subject: **SUPPLEMENTAL APPROPRIATION FOR WHITLOCK SOLAR PROJECT**

SUMMARY STATEMENT: The City of Lakewood received a \$931,700 grant from the Colorado Department of Local Affairs on March 19, 2024. The grant will support the installation of rooftop and parking canopy solar infrastructure at the Whitlock Recreation Center, the city's first on-site solar project. A supplemental appropriation of general funds to the 2024 annual budget in the amount of \$1,230,300 to be used for a city match payment for the grant and project costs is required to proceed with the project.

BACKGROUND INFORMATION: The City of Lakewood was awarded a \$931,700 grant from the Colorado Department of Local Affairs' (DOLA) Energy/Mineral Impact Assistance Fund (EIAF) Grant to support installation of rooftop and parking canopy solar systems at the Whitlock Recreation Center. The attached ordinance authorizes a supplemental appropriation of general funds to the 2024 annual budget in the amount of \$1,230,300 to be used for a city match payment for the grant and remaining project costs.

The City of Lakewood's adopted Sustainability Plan includes goals of reducing greenhouse gas emissions and increasing the use of renewable energy at municipal facilities. In 2022, Staff completed a solar feasibility study to analyze and identify priority sites at municipally owned properties to implement on-site solar energy systems. The Whitlock Recreation Center was identified as a prime candidate because of its location, roof age and area, and available parking lot space. The scope of work includes the design and construction of a 536-kW solar system, consisting of rooftop solar and solar canopy parking structures, which will offset 100% of anticipated electricity use and avoid 785,000 lbs/year of CO₂e emissions (see Attachment for the preliminary site design). Project co-benefits include increased electricity grid resilience, reduced urban heat island impacts, and increased vehicle shading during hot temperatures and protection from hailstorms.

The total project cost is estimated at \$2,662,000. Discounting the \$931,700 EIAF grant award and 30% credit (\$798,600) from the Inflation Reduction Act Direct Pay provisions, the net city contribution is \$931,700. The estimated utility bill savings for the first year of solar generation is \$107,500. The return on investment for the project is 7-8 years. Assuming a 25-year life span of the system, the net present value of the project is \$1.7 million (the net savings to the City from avoided utility bill costs).

If City Council approves the Ordinance, staff is prepared to release a request for proposal and award a contract for the design and construction of the solar project in 2024, with construction beginning in 2025.

BUDGETARY IMPACTS: Staff is requesting an appropriation of \$1,230,300 in General Fund dollars for the city match portion of a grant approved by DOLA. The total estimated project cost is \$2,662,000. With the \$931,700 grant award (which requires a dollar-for-dollar city match) and \$500,000 already budgeted in the 2024 Original Budget, the remaining amount needed for additional appropriation for the project is \$1,230,300. The City will qualify for a federal credit in 2026 once the solar project is completed. This credit should be \$798,600 (30% of the total project cost), so the net city match for this project is \$931,700 after the credit is received in 2026.

STAFF RECOMMENDATIONS: Staff recommends that City Council review and approve Ordinance O-2024-14

ALTERNATIVES: The City Council may elect not to approve the appropriation, though this would likely result in not accepting the EIAF grant. Staff would review additional options including a reduced scope of work or delaying or canceling the project.

PUBLIC OUTREACH: This item has been promoted through the regular communication channels to be considered by the Lakewood City Council.

NEXT STEPS: If the Ordinance is passed, Staff plans to release a request for proposal and award a contract for the design and construction of the solar project in 2024, with construction beginning in 2025.

ATTACHMENTS: 1. Ordinance O-2024-14

REVIEWED BY: Kathleen E. Hodgson, City Manager
Benjamin B. Goldstein, Deputy City Manager
Alison McKenney Brown, City Attorney

AN ORDINANCE

AUTHORIZING A SUPPLEMENTAL APPROPRIATION OF GENERAL FUNDS TO THE 2024 ANNUAL BUDGET IN THE AMOUNT OF \$1,230,300 AND AUTHORIZING THE EXPENDITURE OF THESE FUNDS BY THE DIVISION OF COMMUNITY RESOURCES FOR THE CITY MATCH PAYMENT REQUIRED TO INSTALL SOLAR PANELS ON THE ROOF AND PARKING CANOPY OF THE WHITLOCK RECREATION CENTER

WHEREAS, Article XII, section 8 of the City Charter allows City Council to make supplemental appropriations by ordinance during the fiscal year for unanticipated expenditures required for the operation of the City of Lakewood ("City") using monies not anticipated in the adopted budget;

WHEREAS, Section 3.04.060 of the Lakewood Municipal Code ("LMC") requires approval by the City Council for any unbudgeted purchase or any purchase of more than seventy-five thousand dollars (\$75,000.00) that has a change in funding source;

WHEREAS, the City is moving forward with the installation of solar panels on the roof and parking canopy of the Whitlock Recreation Center (the "Project"), and requires additional funding in the amount of \$1,230,300 to complete the Project;

WHEREAS, the City did not anticipate this expenditure when preparing the 2024 City Budget and the unbudgeted City expenditure requires City Council approval pursuant to Section 3.04.060 of the LMC;

WHEREAS, approval of this Ordinance on first reading is intended only to confirm that the City Council desires to comply with the Lakewood Municipal Code by setting a public hearing to provide City staff and the public an opportunity to present evidence and testimony regarding the proposal; and

WHEREAS, approval of this Ordinance on first reading does not constitute a representation that the City Council, or any member of the City Council, supports, approves, rejects, or denies the proposal.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Lakewood, Colorado, that:

Section 1. Appropriation and Expenditure. The City Council hereby appropriates one million two-hundred thirty thousand, three hundred dollars (\$1,230,300) from the City's General Fund for fiscal year 2024 and authorizes the expenditure of such funds by the Community Resources Department for the purpose of installing solar panels on the roof and parking canopy of the Whitlock Recreation Center.

Section 2. This Ordinance shall become effective thirty (30) days after final publication.

Section 3. If any provision of this Ordinance should be found by a court of competent jurisdiction to be invalid, such invalidity shall not affect the remaining portions or applications of this Ordinance that can be given effect without the invalid portion, provided that such remaining portions or application of this Ordinance are not determined by the court to be inoperable.

I hereby attest and certify that the within and foregoing ordinance was introduced and read on first reading at a hybrid regular meeting of the Lakewood City Council on the 10th day of June, 2024; published by title in the Denver Post and in full on the City of Lakewood's website, www.lakewood.org, on the 13th day of June, 2024; set for public hearing on the 24th day of June, 2024, read, finally passed and adopted by the City Council on the 24th day of June, 2024 and, signed and approved by the Mayor on the _____ day of June, 2024.

Wendi Strom, Mayor

ATTEST:

Jay Robb, City Clerk

APPROVED AS TO FORM:

Alison McKenney Brown, City Attorney

STAFF MEMO

DATE OF MEETING: JUNE 24, 2024 / AGENDA ITEM NO. 9

To: Mayor and City Council
From: Max Kirschbaum, Director of Public Works
Subject: **LAND ACQUISITION FOR REPLACEMENT MAINTENANCE CAMPUS**

SUMMARY STATEMENT: This Ordinance would declare the intent to purchase 7.95 acres of land at 1303 Oak Street, approximately 3.00 acres at 10811 W Collins Avenue and 6.35 acres of land at 1211 and 1215 Quail Street for municipal purposes.

BACKGROUND INFORMATION: The existing Public Works Maintenance Campus ("Existing Campus"), located at 1050 Quail Street is 9.99 acres. Three of the four buildings were constructed 46 years ago and the fourth was constructed in 2003 for salt and sand storage.

The Existing Campus is significantly undersized to support the Public Works operations of the City of Lakewood (the "City"). The attached Operations and Capacity Assessment demonstrates that the Existing Campus is approximately half the size of other municipal public works campuses while the City serves a community with a population twice as large and includes thirty-three percent (33%) more lane-miles of streets and fleet vehicles.

The City Council approved \$15,000,000.00 in the 2024 budget to purchase property for the purpose of expanding the Existing Campus. City Staff obtained a real estate appraisal, after which they negotiated a purchase price of \$15,000,000 for three parcels of land just north of the Existing Campus, located at 1211/1215 Quail Street, 10811 West Collins Avenue and 1303 Oak Street. Refer to the attached exhibit for a depiction of the three parcels. The proposed land purchase encompasses approximately 17.30 acres, which would provide ample space to expand the Public Works Campus and to construct facilities that will have capacity to serve the City for the foreseeable future.

If the City Council approves this Ordinance, the City Manager will be authorized to proceed with the land acquisition. Once the property is acquired by the City, Public Works will proceed with a master planning effort to determine the best utilization of the land for the above mentioned purposes.

A map is attached that illustrates the properties that are part of the proposed land acquisition.

BUDGETARY IMPACTS: The City Council has appropriated \$15,000,000.00 for this land purchase, comprised of \$8,000,000.00 from the Capital Improvement Fund and \$7,000,000.00 from the General Fund. The purchase price is less than the appraisal value obtained by the City.

STAFF RECOMMENDATIONS: The Department of Public Works recommends adoption of this Ordinance to approve the purchase of land to expand the Existing Campus.

ALTERNATIVES: If this Ordinance is not approved, the land purchase will not proceed, and the Public Works Department will continue to operate out of the undersized Existing Campus, and may consider, negotiate and recommend another land acquisition that would better meet the stated alternative objectives of the City Council. Additionally, Public Works would need to pursue rehabilitation of the Existing Campus while continuing to occupy the site.

PUBLIC OUTREACH: This item has been promoted through the regular communication channels to be considered by the Lakewood City Council. No specific public outreach has been conducted regarding the acquisition of the properties.

NEXT STEPS: Upon adoption of the Ordinance and conclusion of the referendum period, the City would close on the ownership of the property. City staff will update the City website, maps, and other materials as appropriate.

ATTACHMENTS:

1. Ordinance O-2024-15
2. Ordinance Exhibit - Land Acquisition
3. Existing PW Maintenance Campus Operations and Capacity Assessment

REVIEWED BY: Kathleen E. Hodgson, City Manager
Benjamin B. Goldstein, Deputy City Manager
Alison McKenney Brown, City Attorney

O-2024-15

AN ORDINANCE

AUTHORIZING THE PURCHASE OF REAL PROPERTY LOCATED AT 1211-1215 QUAIL ST., 1303 OAK ST., AND 10811 W. COLLINS AVE. FOR PROPERTY TO EXPAND THE PUBLIC WORKS MAINTENANCE FACILITIES, AND ACCEPTANCE OF A DEED(S) THEREFORE

WHEREAS, the City of Lakewood (the “City”) desires to purchase approximately 18 acres of land generally located in the Northwest One-Quarter of Section 4, Township 4 South, Range 69 West of the 6th P.M., City of Lakewood, County of Jefferson, State of Colorado, and as more particularly described in Exhibit A attached hereto (the “Property”), for the purpose of expanding the Public Works Maintenance facilities and other municipal uses;

WHEREAS, the City will acquire the Property in accordance with the terms of a Purchase and Sale Agreement by and between the City and Cobe Laboratories, Inc. and/or Cobe Sterilization Services Inc. (the “Purchase Agreement”);

WHEREAS, the City Council appropriated \$15,000,000.00 for this land purchase in the 2024 Approved Budget, comprised of \$8,000,000.00 from the Capital Improvement Fund and \$7,000,000.00 from the General Fund;

WHEREAS, the purchase price for the Property is Fifteen Million dollars (\$15,000,000);

WHEREAS, City staff has performed and is continuing to perform a “due diligence” inspection of the Property that includes a title commitment, structural investigation, boundary survey, environmental reports and an appraisal, and the City Attorney’s Office will review and approve the Purchase Agreement as to form;

WHEREAS, the City Council hereby finds and determines that the acquisition of the Property will further the health and welfare of City residents by expanding the current undersized Public Works Facilities to allow the City to better accommodate and serve the community;

WHEREAS, approval of this Ordinance on first reading is intended only to confirm that the City Council desires to comply with the Lakewood Municipal Code by setting a public hearing to provide City staff and the public an opportunity to present evidence and testimony regarding the proposal; and

WHEREAS, approval of this Ordinance on first reading does not constitute a representation that the City Council, or any member of the City Council, supports, approves, rejects or denies the proposal.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Lakewood, Colorado:

SECTION 1. The City Council of the City of Lakewood hereby declares its intent to purchase 18 acres of land generally located in the Northwest One-Quarter of Section 4, Township 4 South, Range 69 West of the 6th P.M., City of Lakewood, County of Jefferson, State of Colorado, and as more particularly described in Exhibit A attached hereto and incorporated herein (the "Property") in fee simple for municipal purposes.

SECTION 2. The City Council hereby finds that the purchase of the Property will serve a public purpose and further the health and welfare of the citizens of Lakewood.

SECTION 3. The City Council hereby authorizes the City Manager or designee to execute the Purchase Agreement and all other documents related to the acquisition of the Property, including all necessary easement, access, and other agreements, following the review and approval of all such documents by the City Attorney.

SECTION 4. The City Council hereby authorizes the expenditure of, up to Fifteen Million dollars (\$15,000,000), composed of Seven Million dollars (\$7,000,000) from the General Fund and Eight Million dollars (\$8,000,000) from the Capital Improvement Fund, as approved in the 2024 fiscal year for the purchase of Property.

SECTION 6. The City Manager, through the City's Property Manager, is hereby authorized to accept the instruments of conveyance of the property interests purchased pursuant to this Ordinance.

SECTION 7. The City's Director of Finance is hereby authorized and directed to pay amounts not to exceed Fifteen Million dollars (\$15,000,000) for the acquisition of the Property upon receipt of appropriate documentation.

SECTION 8. This Ordinance shall become effective thirty (30) days after final publication.

SECTION 9. If any provision of this Ordinance should be found by a court of competent jurisdiction to be invalid, such invalidity shall not affect the remaining portions or applications of this Ordinance that can be given effect without the invalid portion, provided that such remaining portions or application of this Ordinance are not determined by the court to be inoperable.

I hereby attest and certify that the within and foregoing ordinance was introduced and read on first reading at a hybrid regular meeting of the Lakewood City Council on the 10th day of June, 2024; published by title in the Denver Post and in full on the City of Lakewood's website, www.lakewood.org, on the 13th day of June, 2024; set for public hearing on the 24th day of June, 2024, read, finally passed and adopted by the City Council on the 24th day of June, 2024 and, signed and approved by the Mayor on the _____ day of June, 2024.

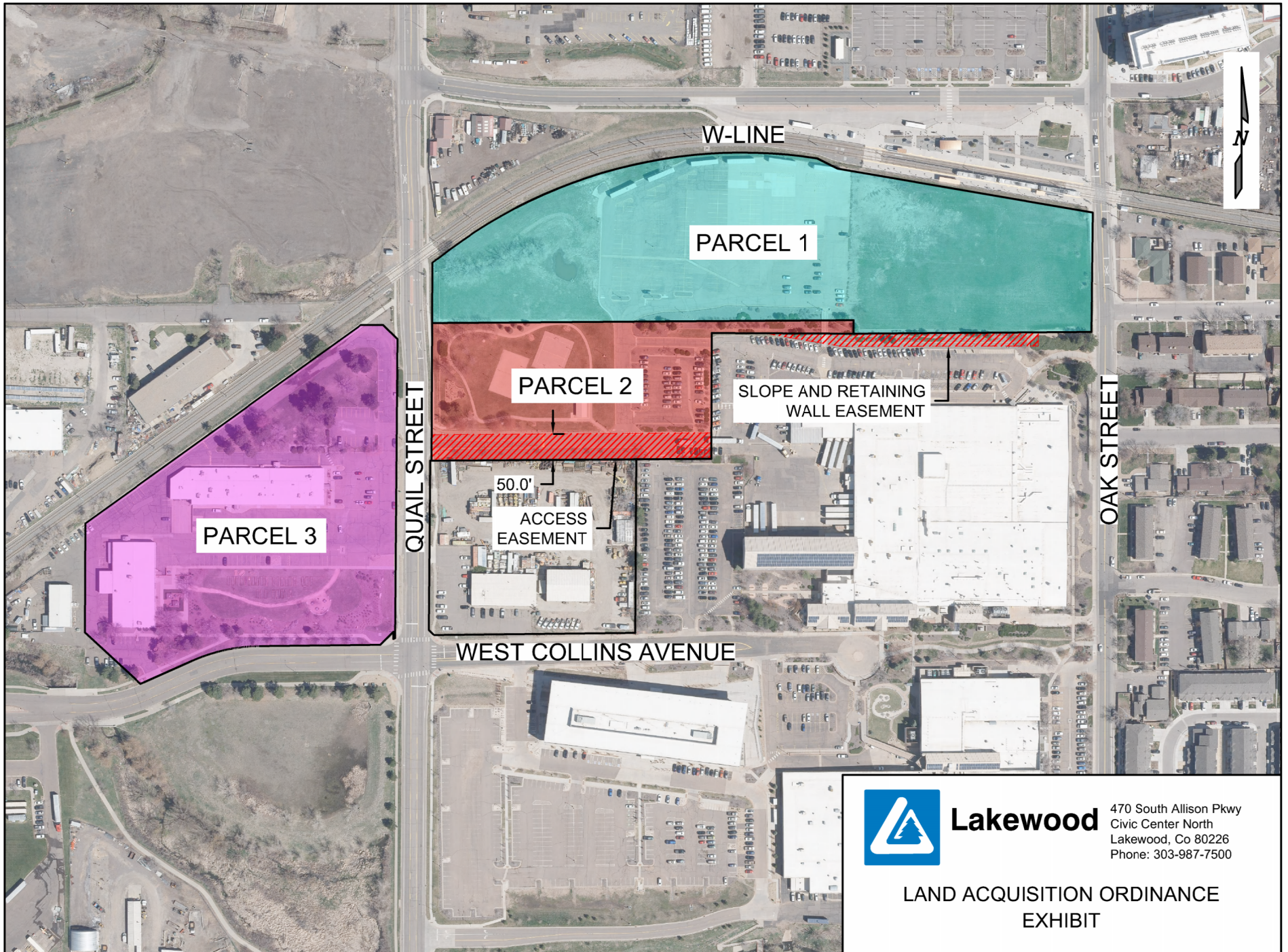
Wendi Strom, Mayor

ATTEST:

Jay Robb, City Clerk

APPROVED AS TO FORM:

Alison McKenney Brown, City Attorney





Subject: **EXISTING PW MAINTENANCE CAMPUS OPERATIONS AND CAPACITY ASSESSMENT**

The existing Public Works Maintenance Campus at 1050 Parfet Street is approximately 10 acres and supports the following City Services:

- Street maintenance
- Snow & ice control
- City building maintenance
- Roadway signs and markings installation and maintenance
- Fleet maintenance including vehicle and equipment purchasing and disposal
- Stormwater system maintenance
- Fueling center – utilized by multiple public entities including Jefferson County Schools (buses across the street.
- Traffic signal maintenance
- City-owned sewer system maintenance
- City-owned water system maintenance
- Public recycling facility

The majority of the site improvements were constructed in the 1970s. Since then, Lakewood has grown significantly in population, land area, and street lane miles. Public Works operational responsibilities have also grown to meet these needs. A few operations that have been added over the years include: the recycling center, traffic signal maintenance, water utility maintenance, fleet vehicle increase of 50% and an overall increase of 900% in the total area of City facilities maintained.

The existing campus size and facilities pose significant challenges and constraints, including:

- **Vehicle storage and on-site movement:** The major activities on the existing campus all require heavy vehicles and equipment which vie for space and ability to move safely on a crowded 10-acre site.
- **Overcrowded facilities:** The facility is not adequately sized for the approximately 86 employees who work at this location. The overcrowded facilities (e.g., bathrooms, training space, locker areas, and shop work spaces) have posed a challenge for retaining personnel.
- **No bulk storage and undersized material storage facilities:** Salt storage is about half the needed size, which requires more frequent but smaller material orders. The size constraints also require Public Works to use other off-site facilities to achieve the necessary operational capacity.
- **No heated/covered storage for expensive equipment:** The existing campus has limited space to store vehicles inside. This results in a significant amount of expensive equipment being stored outside or in shipping containers. Vehicles and

- equipment with a replacement cost of \$17 to 18 million are currently stored outdoors and should be under cover. Specific inefficiencies or risks include:
- Reduced equipment life expectancy,
 - Increased risk of employee injuries and mishaps,
 - Increased non-productive staff hours to clean vehicles of snow and ice,
 - Slower response times to emergencies,
 - Increased exposure to potential vandalism,
 - Reduced reliability of equipment availability, and
 - Increased potential for fluid leaks to reach the stormwater system.
- **Lack of shop storage and work space:** Similarly, insufficient indoor storage has required inferior storage space alternatives, including the use shipping containers, off-site storage areas, or leave out in the weather.

Several years ago, Public Works completed a comparative survey of other local municipal public works maintenance campuses. Nine Municipalities participated in the survey. The following table compares the Lakewood Public Works Maintenance Campus with the average of the nine responding municipalities:

	Lakewood	Average of the Responding Municipalities
Total Site Size	10 acres	18 Acres
Population	155,000	70,500
Lane-Miles of Streets	1,400	900
Fleet Size	650	400
Stormwater System (miles)	238	115
Water Line (miles)	15	340
Sewer Line (miles)	120	240

Of the respondents, only Westminster and Windsor provide all the services that Lakewood does from a single site.

	Westminster	Windsor
Site Size	Twice Lakewood's	Comparable to Lakewood's
Population Served	75% of Lakewood's	15% of Lakewood's
Lane-miles of Streets Maintained	80% of Lakewood's	15% of Lakewood's
Fleet Size Maintained	90% of Lakewood's	60% of Lakewood's
Stormwater System Length Maintained	80% of Lakewood's	25% of Lakewood's
Water Line Length Maintained	35 times Lakewood's	12 times Lakewood's
Sewer Line Length Maintained	3.5 times Lakewood's	1.3 times Lakewood's

STAFF MEMO

DATE OF MEETING: JUNE 24, 2024 / AGENDA ITEM NO. 10

To: Mayor and City Council
From: Travis Parker, Director of Planning
Subject: **DOLA DENVER-METRO REGIONAL NAVIGATION CAMPUS GRANT**

SUMMARY STATEMENT: City Council recently approved Ordinance 2024-4 authorizing a supplemental appropriation to purchase, renovate, and operate a navigation center in the City of Lakewood. Staff is requesting that City Council now approve the acquisition of real property located at 7898 and 8000 W. Colfax Ave, Lakewood, CO 80214, subject to the terms and contingencies in the purchase agreement negotiated by City Staff. The acquisition of the property is contingent upon completion of contracts with DOLA and receipt of grant funds. The City shall have until June 30, 2024, to complete necessary contingencies with DOLA and secure grant funding. Funds received from the Colorado Department of Local Affairs (DOLA) Denver-Metro Regional Navigation Campus grant will be used to acquire the property. Pursuant to City Charter, the acquisition of real property must be authorized by City Council via ordinance.

BACKGROUND INFORMATION: State House Bill 22-1378 establishes grant funds to support governments located throughout the Denver-Metropolitan Area in establishing regional facilities that provide on-site services and housing resources to people experiencing homelessness. The program is administered by the Department of Local Affairs (DOLA). The DOLA program recognizes that homelessness is one of the biggest issues facing the Denver-Metro area. In June 2023, the Department of Local Affairs (DOLA) released a Request for Application (RFA) for up to \$45 million for the creation of one or more Denver-Metro regional navigation campuses.

Eligible applicants include a local government or local governments applying together or a community partner in conjunction with one or more local governments. Applications to build or acquire, and then facilitate one or more regional navigation campuses in the Denver-Metropolitan Area to respond to and prevent homelessness were requested. The City of Lakewood was awarded \$9,329,623 with forty (40) State Housing Vouchers and \$144,000 for tenant support services. A local grant match is required for the tenant support service in the amount of \$144,000. The match will be paid for with City of Lakewood Community Development Block Grant fund and RecoveryWorks general funds.

The timing of this grant could not have been better, as the most recent 2023 Point-in-Time data shows that Jefferson County experienced a 73.2% increase in homelessness between 2022 and 2023. The data also shows that the majority of Jefferson County's unhoused are also unsheltered. This is because there are no low-barrier overnight emergency shelter beds available for people experiencing homelessness in all of Jefferson County. The City of Lakewood is working with partner agencies throughout the county to help meet these needs.

Developing navigation centers in Jefferson County has been a goal for the cities of Lakewood, Arvada, Wheat Ridge, Edgewater, Golden, Westminster and Jefferson County for many years. County and municipal leaders from these jurisdictions began meeting regularly in 2017 to collaborate on addressing the impact of homelessness in Jefferson County. This partnership focuses on addressing the needs of the unhoused and lessening the impact homelessness has on the greater community. This approach has been successful in improving coordination between jurisdictions and non-profit service partners, creating new coordinated positions focused on addressing homelessness, programs, resources and grant funding to our communities.

Examples include the Jefferson County Homeless Coordinator position, the county-wide homeless navigation

program where each jurisdiction employs homeless navigators to complete street outreach and navigate people experiencing homelessness to needed services and housing resources, and multiple grant awards to Jefferson County jurisdictions to address homelessness.

In 2020, Jefferson County gathered research where the navigation center concept was introduced as a best practice and recommended as a strategy to address the sheltering needs within the county. The research was presented to Jefferson County and municipal Elected Officials who approved the multi-jurisdictional group to pursue the partnerships and resources needed to establish two navigation centers in Jefferson County. Since that time, the group has continued to work together to identify funding and partnership opportunities to establish navigation centers in Jefferson County.

The housing navigation center model meets people at all points on the spectrum of a housing crisis. It provides low barrier access to on-site housing navigation, supportive services, shelter beds, basic hygiene resources and a pathway to permanent housing. It functions as an efficient one-stop service center for Jefferson County residents experiencing a housing crisis. The model especially engages long-term unsheltered people who are often fearful of accessing traditional shelter and services. The core objectives of a navigation center include:

- Diverting people from homelessness whenever possible,
- Providing emergency shelter for most vulnerable individuals,
- Rapidly assisting people in accessing permanent housing,
- Maintaining or establishing connections with supportive services and employment, and
- Providing essential services to help people survive homelessness.

Successful navigation centers have access to sufficient permanent housing resources so that shelter beds are turned around as rapidly as possible to make room for others needing shelter. The low barrier model provides an opportunity for staff to engage shelter-adverse populations during the day, build relationships and take the steps to build trust necessary to engage them in services. Navigation centers benefit the greater community by saving taxpayer dollars and reducing over-utilization of emergency departments, law enforcement contacts, and jail time as persons can get their basic needs met at the navigation center before those needs grow into crisis.

This building is currently leased by RecoveryWorks, a Lakewood non-profit who will serve as lead service provider by staffing and operating the navigation center, and RCR Photographic LLC, an entity that has agreed to terminate its lease and vacate pursuant to the purchase agreement. The City will need to complete various conditions of the grant to obtain funding and acquire the property. Council's approval will authorize the purchase agreement, subject to contingencies. If contingencies are not met and grant funds are not approved by DOLA by June 30, 2024, the purchase agreement will be terminated.

BUDGETARY IMPACTS: The acquisition is through grant funds and will not come from the City of Lakewood's monetary resources. The City will incur future costs to support the operation of the navigation center. The City will utilize partnerships and other funding sources to share the costs of the navigation center.

STAFF RECOMMENDATIONS: Staff recommends approval of the acquisition as defined in the purchase agreement.

ALTERNATIVES: City Council may reject the purchase agreement. Rejection of this ordinance will terminate the purchase agreement and the City will become ineligible to receive the \$9,329,623 in grant funds.

PUBLIC OUTREACH: This item has been promoted through the regular communication channels to be considered by the Lakewood City Council.

NEXT STEPS: Continue to work with DOLA to complete remaining conditions of the grant, secure funding, and move forward with the acquisition, renovation, and operation of the regional navigation center in partnership with RecoveryWorks.

ATTACHMENTS: 1. Ordinance O-2024-16
2. Purchase Agreement

REVIEWED BY: Kathleen E. Hodgson, City Manager
Benjamin B. Goldstein, Deputy City Manager
Alison McKenney Brown, City Attorney

AN ORDINANCE

AUTHORIZING THE CITY OF LAKEWOOD TO ACQUIRE CERTAIN REAL PROPERTY (INCLUDING A BUILDING AND SURFACE LOTS AT 7898 AND 8000 W. COLFAX AVE IN LAKEWOOD, CO, 80214) SUBJECT TO CONTINGENCIES AND APPROVALS RELATING TO A COLORADO DEPARTMENT OF LOCAL AFFAIRS GRANT FOR THE PURCHASE, RENOVATION, AND OPERATION OF A NAVIGATION CENTER TO SERVE THE UNHOUSED

WHEREAS, the City of Lakewood, Colorado (the "City"), is a municipal corporation duly organized and existing as a home rule city under Article XX of the Colorado Constitution and under the Charter of the City, and is a political subdivision of the State of Colorado (the "State"); and

WHEREAS, subject to certain exceptions, all legislative powers possessed by the City, conferred by Article XX of the State Constitution or contained in the Charter, as either has from time to time been amended, or otherwise existing by operation of law, are vested in the City Council of the City (the "Council"); and

WHEREAS, the City is authorized, pursuant to Article XX of the State Constitution and the Charter and its plenary grant of powers as a home rule city, to enter into purchase agreements to acquire land, buildings, equipment and other real or personal property; and

WHEREAS, the City applied for and has been awarded grant funds from the Colorado Department of Local Affairs which shall be used to purchase, renovate, and operate a navigation center to serve the unhoused at 7898 and 8000 W. Colfax Ave (the Property); and

WHEREAS, the City approved Ordinance 2024-4, authorizing a supplemental appropriation for the purchase, renovation, and operation of a navigation center to serve the unhoused; and

WHEREAS, the provision of services for the unhoused, including but not limited to temporary shelter, behavioral health and recovery assistance, medical care, vocational assistance, public benefit assistance, transportation assistance, housing mediation and management assistance, and transitional housing assistance are important for the health, safety, and welfare of the City and members of the public; and

WHEREAS, the acquisition of the Property is a necessary component of the City's efforts to address public health, safety, and welfare concerns relating to local concerns resulting from a nationwide shortage of housing and support systems for unhoused people; and

WHEREAS, City Staff have negotiated a purchase agreement with the willing sellers of the Property (BBR 8000 LLC) to acquire the Property for \$4,540,000 and the

acquisition is contingent upon approval by the City Council and receipt of the grant funds; and

WHEREAS, the purchase agreement for the Property contains a provision for payment in the amount of \$100,000 to a long-term leaseholder as a part of the acquisition to terminate the existing lease with Sellers and vacate the property to facilitate the remediation and renovation of the building on the Property, all in accordance with Federal law; and

WHEREAS, the City Council finds and determines that the acquisition of the Property pursuant to the purchase agreement is authorized by the Colorado Constitution, State Law, and the City of Lakewood Charter and is in the best interests of the City and its residents; and

WHEREAS, approval of this Ordinance on first reading is intended only to confirm that the City Council desires to comply with the Lakewood Municipal Code by setting a public hearing to provide City staff and the public an opportunity to present evidence and testimony regarding the proposal; and

WHEREAS, approval of this Ordinance on first reading does not constitute a representation that the City Council, or any member of the City Council, supports, approves, rejects or denies the proposal.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Lakewood, Colorado, that:

SECTION 1. The grant funds awarded to the City of Lakewood from the Colorado Department of Local Affairs, as further described within Ordinance 2024-4, are hereby directed to be used to purchase, renovate, and operate a navigation center to serve the unhoused at 7898 and 8000 W. Colfax Ave (the "Property") for \$4,540,000;

SECTION 2. The City Manager, or designee, is hereby authorized to take all necessary and appropriate steps to acquire the Property, including payment of long term leaseholder costs, subject to the terms and contingencies as set forth within the purchase agreement and the receipt of the grant funds from the Colorado Department of Local Affairs, as such grant funds are further described within Ordinance 2024-4.

SECTION 3. This ordinance shall take effect thirty (30) days after final publication.

SECTION 4. If any provision of this Ordinance should be found by a court of competent jurisdiction to be invalid, such invalidity shall not affect the remaining portions or applications of this Ordinance that can be given effect without the invalid portion, provided that such remaining portions or application of this Ordinance are not determined by the court to be inoperable.

I hereby attest and certify that the within and foregoing ordinance was introduced and read on first reading at a hybrid regular meeting of the Lakewood City Council on the 10th day of June, 2024; published by title in the Denver Post and in full on the City of Lakewood's website, www.lakewood.org, on the 13th day of June, 2024; set for public hearing on the 24th day of June, 2024, read, finally passed and adopted by the City Council on the 24th day of June, 2024 and, signed and approved by the Mayor on the _____ day of June, 2024.

Wendi Strom, Mayor

ATTEST:

Jay Robb, City Clerk

APPROVED AS TO FORM:

Alison McKenney Brown, City Attorney



The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS3-6-23) (Mandatory 1-24)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

**CONTRACT TO BUY AND SELL REAL ESTATE
(COMMERCIAL)**
☐ **Property with No Residences**
☒ **Property with Residences-Residential Addendum Attached**

Date: February 26, 2024

AGREEMENT

1. AGREEMENT. Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. Buyer. City of Lakewood (Buyer) will take title to the Property described below as ☐ **Joint Tenants** ☐ **Tenants In Common** ☒ **Other fee simple**.

2.2. No Assignability. This Contract IS NOT assignable by Buyer unless otherwise specified in **Additional Provisions**.

2.3. Seller. BBR 8000 LLC, A Colorado Limited Liability Company (Seller) is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of Jefferson, Colorado (insert legal description): ***to be set forth in the title commitment***

known as: <u>8000 W. Colfax Avenue</u>	<u>Lakewood,</u>	<u>CO</u>	<u>80214 and</u>
<u>7898 W. Colfax Avenue</u>	<u>Lakewood,</u>	<u>CO</u>	<u>80214</u> ,
Street Address	City	State	Zip

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. Inclusions. The Purchase Price includes the following items (Inclusions):

2.5.1. Inclusions – Attached. If attached to the Property on the date of this Contract, the following items are included unless excluded under **Exclusions**: lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories) and garage door openers (including remote controls). If checked, the following are owned by the Seller and included: ☐ **Solar Panels** ☐ **Water Softeners** ☒ **Security Systems** ☐ **Satellite Systems** (including satellite dishes). Leased items should be listed under § 2.5.7. (Leased Items). If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. Inclusions – Not Attached. If on the Property, whether attached or not, on the date of this Contract, the following items are included unless excluded under **Exclusions**: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.

2.5.3. Other Inclusions. The following items, whether fixtures or personal property, are also included in the Purchase Price: ***None.***



50 **2.5.4. Encumbered Inclusions.** Any Inclusions owned by Seller (e.g., owned solar panels) must be conveyed at
51 Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and
52 encumbrances, except: *None*.

53
54
55 **2.5.5. Personal Property Conveyance.** Conveyance of all personal property will be by bill of sale or other
56 applicable legal instrument.

57 **2.5.6. Parking and Storage Facilities.** The use or ownership of the following parking facilities:
58 7898 W. Colfax Avenue; and the use or ownership of the following storage facilities: _____. Note
59 to Buyer: If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should investigate.

60 **2.5.7. Leased Items.** The following personal property is currently leased to Seller which will be transferred to Buyer
61 at Closing (Leased Items): *None*.

62
63
64 **2.5.8. Trade Fixtures.** With respect to trade fixtures, Seller and Buyer agree as follows: *There are no trade*
65 *fixtures*.

66
67 The trade fixtures to be conveyed at Closing will be conveyed by Seller free and clear of all taxes (except personal
68 property taxes for the year of Closing), liens and encumbrances, except ___. Conveyance will be by bill of sale or other applicable
69 legal instrument.

70 **2.6. Exclusions.** The following items are excluded (Exclusions): *N/A*

71 **2.7. Water Rights/Well Rights.**

72 ☐ **2.7.1. Deeded Water Rights.** The following legally described water rights:

73
74 Any deeded water rights will be conveyed by a good and sufficient _____ deed at Closing.

75 ☐ **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1., 2.7.3. and
76 2.7.4., will be transferred to Buyer at Closing:

77
78
79 ☐ **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if
80 the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes,
81 Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered
82 with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a
83 registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in
84 connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is.

85 ☐ **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:

86
87
88
89 **2.7.5. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water),
90 § 2.7.3. (Well Rights), or § 2.7.4. (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the applicable
91 legal instrument at Closing.

92 **2.7.6. Water Rights Review.** Buyer ☐ Does ☒ Does Not have a Right to Terminate if examination of the Water
93 Rights is unsatisfactory to Buyer on or before the **Water Rights Examination Deadline**.

94 **3. DATES, DEADLINES AND APPLICABILITY.**

95 **3.1. Dates and Deadlines.**

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	<i>5:00 pm mountain time</i>
2	§ 4	Alternative Earnest Money Deadline	<i>3 business days after MEC</i>
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	<i>15 days after MEC</i>
4	§ 8	Record Title Objection Deadline	<i>60 days after MEC</i>
5	§ 8	Off-Record Title Deadline	<i>15 days after MEC</i>
6	§ 8	Off-Record Title Objection Deadline	<i>60 days after MEC</i>

7	§ 8	Title Resolution Deadline	63 days after MEC
8	§ 8	Third Party Right to Purchase/Approve Deadline	
		Owners' Association	
9	§ 7	Association Documents Deadline	
10	§ 7	Association Documents Termination Deadline	
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	15 days after MEC
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	
		Loan and Credit	
13	§ 5	New Loan Application Deadline	
14	§ 5	New Loan Terms Deadline	
15	§ 5	New Loan Availability Deadline	
16	§ 5	Buyer's Credit Information Deadline	
17	§ 5	Disapproval of Buyer's Credit Information Deadline	
18	§ 5	Existing Loan Deadline	
19	§ 5	Existing Loan Termination Deadline	
20	§ 5	Loan Transfer Approval Deadline	
21	§ 4	Seller or Private Financing Deadline	
		Appraisal	
22	§ 6	Appraisal Deadline	60 days after MEC
23	§ 6	Appraisal Objection Deadline	60 days after MEC
24	§ 6	Appraisal Resolution Deadline	63 days after MEC
		Survey	
25	§ 9	New ILC or New Survey Deadline	60 days after MEC
26	§ 9	New ILC or New Survey Objection Deadline	60 days after MEC
27	§ 9	New ILC or New Survey Resolution Deadline	63 days after MEC
		Inspection and Due Diligence	
28	§ 2	Water Rights Examination Deadline	
29	§ 8	Mineral Rights Examination Deadline	
30	§ 10	Inspection Termination Deadline	60 days after MEC
31	§ 10	Inspection Objection Deadline	60 days after MEC
32	§ 10	Inspection Resolution Deadline	63 days after MEC
33	§ 10	Property Insurance Termination Deadline	60 days after MEC
34	§ 10	Due Diligence Documents Delivery Deadline	15 days after MEC
35	§ 10	Due Diligence Documents Objection Deadline	60 days after MEC
36	§ 10	Due Diligence Documents Resolution Deadline	63 days after MEC
37	§ 10	Environmental Inspection Termination Deadline	60 days after MEC
38	§ 10	ADA Evaluation Termination Deadline	60 days after MEC
39	§ 10	Conditional Sale Deadline	
40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	
41	§ 11	Estoppel Statements Deadline	15 days after MEC
42	§ 11	Estoppel Statements Termination Deadline	60 days after MEC
		Closing and Possession	
43	§ 12	Closing Date	No sooner than 15 days after satisfaction or waiver of Buyer's contingencies subject to Seller's Right to Extend Closing Date set forth in 29 F.
44	§ 17	Possession Date	Day of Closing



45	§ 17	Possession Time	5 pm Mountain time
46	§ 27	Acceptance Deadline Date	February 29, 2024
47	§ 27	Acceptance Deadline Time	5 pm Mountain time
48	29A	Funds Approval Deadline	June 30, 2024
49			

3.2. Applicability of Terms. If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with "N/A", or the word "Deleted," such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.

The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The abbreviation "N/A" as used in this Contract means not applicable.

3.3. Day; Computation of Period of Days; Deadlines.

3.3.1. Day. As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1. (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of Day Deadline** is left blank or "N/A" the deadlines will expire at 11:59 p.m., United States Mountain Time.

3.3.2. Computation of Period of Days. In computing a period of days (e.g., three days after MEC), when the ending date is not specified, the first day is excluded and the last day is included.

3.3.3. Deadlines. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline ☒ Will ☐ Will Not be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

4. PURCHASE PRICE AND TERMS.

4.1. Price and Terms. The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price	\$ 4,540,000.00	
2	§ 4.3.	Earnest Money		\$ 1,000.00
3	§ 4.5.	New Loan		\$ TBD
4	§ 4.6.	Assumption Balance		\$
5	§ 4.7.	Private Financing		\$
6	§ 4.7.	Seller Financing		\$
7		<i>Equity in the form of grant funds</i>		
8	29 D	<i>Additional Earnest Money</i>		999,000.00
9	§ 4.4.	Cash at Closing		\$ 3,540,000.00
10		TOTAL	\$ 4,540,000.00	\$

4.2. Seller Concession. At Closing, Seller will credit to Buyer \$ **0.00** (Seller Concession). The Seller Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.

4.3. Earnest Money. The Earnest Money set forth in this Section, in the form of a **electronic funds transfer**, will be payable to and held by **Homestead Title** (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

4.3.1. Alternative Earnest Money Deadline. The deadline for delivering the Earnest Money, if other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

4.3.2. Disposition of Earnest Money. If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money Release form), within three days of Buyer's receipt.

4.3.2.1. Seller Failure to Timely Return Earnest Money. If Seller fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in "If Seller is in Default", § 20.2. and § 21, unless Seller is entitled to the Earnest Money due to a Buyer default.

4.3.2.2. Buyer Failure to Timely Release Earnest Money. If Buyer fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in "If Buyer is in Default, § 20.1 and § 21, unless Buyer is entitled to the Earnest Money due to a Seller Default.

4.4. Form of Funds; Time of Payment; Available Funds.

4.4.1. Good Funds. All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

4.4.2. Time of Payment. All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT.**

4.4.3. Available Funds. Buyer represents that Buyer, as of the date of this Contract, ☐ Does ☒ Does Not have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

4.5. New Loan.

4.5.1. Buyer to Pay Loan Costs. Buyer, except as otherwise permitted in § 4.2. (Seller Concession), if applicable, must timely pay Buyer's loan costs, loan discount points, prepaid items and loan origination fees as required by lender.

4.5.2. Buyer May Select Financing. Buyer may pay in cash or select financing appropriate and acceptable to Buyer, including a different loan than initially sought, except as restricted in § 4.5.3. (Loan Limitations) or § 29 (Additional Provisions).

4.5.3. Loan Limitations. Buyer may purchase the Property using any of the following types of loans:
☐ Conventional ☐ Other _____.

4.6. Assumption. Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance set forth in § 4.1. (Price and Terms), presently payable at \$_____ per _____ including principal and interest presently at the rate of _____ % per annum and also including escrow for the following as indicated: ☐ Real Estate Taxes ☐ Property Insurance Premium and ☐ _____.

Buyer agrees to pay a loan transfer fee not to exceed \$_____. At the time of assumption, the new interest rate will not exceed _____ % per annum and the new payment will not exceed \$_____ per _____ principal and interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance, which causes the amount of cash required from Buyer at Closing to be increased by more than \$, or if any other terms or provisions of the loan change, Buyer has the Right to Terminate under § 24.1. on or before **Closing Date**.

Seller ☐ Will ☐ Will Not be released from liability on said loan. If applicable, compliance with the requirements for release from liability will be evidenced by delivery ☐ on or before **Loan Transfer Approval Deadline** ☐ at **Closing** of an appropriate letter of commitment from lender. Any cost payable for release of liability will be paid by _____ in an amount not to exceed \$_____.

4.7. Seller or Private Financing.

WARNING: Unless the transaction is exempt, federal and state laws impose licensing, other requirements and restrictions on sellers and private financiers. Contract provisions on financing and financing documents, unless exempt, should be prepared by a licensed Colorado attorney or licensed mortgage loan originator. Brokers should not prepare or advise the parties on the specifics of financing, including whether or not a party is exempt from the law.

4.7.1. Seller Financing. If Buyer is to pay all or any portion of the Purchase Price with Seller financing, ☐ Buyer ☐ Seller will deliver the proposed Seller financing documents to the other party on or before _____ days before **Seller or Private Financing Deadline**.

4.7.1.1. Seller May Terminate. If Seller is to provide Seller financing, this Contract is conditional upon Seller determining whether such financing is satisfactory to the Seller, including its payments, interest rate, terms, conditions, cost,

184 and compliance with the law. Seller has the Right to Terminate under § 24.1., on or before **Seller or Private Financing Deadline**,
185 if such Seller financing is not satisfactory to Seller, in Seller's sole subjective discretion.

186 **4.7.2. Buyer May Terminate.** If Buyer is to pay all or any portion of the Purchase Price with Seller or private
187 financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to Buyer, including its
188 availability, payments, interest rate, terms, conditions, and cost. Buyer has the Right to Terminate under § 24.1., on or before **Seller**
189 **or Private Financing Deadline**, if such Seller or private financing is not satisfactory to Buyer, in Buyer's sole subjective discretion.

TRANSACTION PROVISIONS

191 5. FINANCING CONDITIONS AND OBLIGATIONS.

192 **5.1. New Loan Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New
193 Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable
194 by such lender, on or before **New Loan Application Deadline** and exercise reasonable efforts to obtain such loan or approval.

195 **5.2. New Loan Terms; New Loan Availability.**

196 **5.2.1. New Loan Terms.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is
197 conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the proposed New Loan's payments, interest
198 rate, conditions and costs or any other loan terms (New Loan Terms) are satisfactory to Buyer. This condition is for the sole benefit
199 of Buyer. Buyer has the Right to Terminate under § 24.1., on or before **New Loan Terms Deadline**, if the New Loan Terms are not
200 satisfactory to Buyer, in Buyer's sole subjective discretion.

201 **5.2.2. New Loan Availability.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is
202 conditional upon Buyer's satisfaction with the availability of the New Loan based on the lender's review and underwriting of Buyer's
203 New Loan Application (New Loan Availability). Buyer has the Right to Terminate under § 24.1., on or before the **New Loan**
204 **Availability Deadline** if the New Loan Availability is not satisfactory to Buyer. Buyer does not have a Right to Terminate based on the
205 New Loan Availability if the termination is based on the New Loan Terms, Appraised Value (defined below), the Lender Property
206 Requirements (defined below), Insurability (§ 10.5. below) or the Conditional Upon Sale of Property (§ 10.7. below). **IF SELLER IS**
207 **NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S**
208 **EARNEST MONEY WILL BE NONREFUNDABLE**, except as otherwise provided in this Contract (e.g., Appraisal, Title,
209 Survey).

210 **5.3. Credit Information.** If an existing loan is not to be released at Closing, this Contract is conditional (for the sole benefit
211 of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be in Seller's sole subjective
212 discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's expense, information
213 and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents
214 that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller
215 must be held by Seller in confidence and not released to others except to protect Seller's interest in this transaction. If the Cash at
216 Closing is less than as set forth in § 4.1. of this Contract, Seller has the Right to Terminate under § 24.1., on or before Closing. If
217 Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to
218 Terminate under § 24.1., on or before **Disapproval of Buyer's Credit Information Deadline**.

219 **5.4. Existing Loan Review.** If an existing loan is not to be released at Closing, Seller must deliver copies of the loan
220 documents (including note, deed of trust and any modifications) to Buyer by **Existing Loan Deadline**. For the sole benefit of Buyer,
221 this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to
222 Terminate under § 24.1., on or before **Existing Loan Termination Deadline**, based on any unsatisfactory provision of such loan
223 documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is
224 conditional upon Buyer obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's
225 approval is not obtained by **Loan Transfer Approval Deadline**, this Contract will terminate on such deadline. Seller has the Right
226 to Terminate under § 24.1., on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under
227 such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.

228 6. APPRAISAL PROVISIONS.

229 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on
230 behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth
231 certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be
232 valued at the Appraised Value.

233 **6.2. Appraised Value.** The applicable appraisal provision set forth below applies to the respective loan type set forth in
234 § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

235 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the
236 Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal**
237 **Objection Deadline**:

238 **6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;

239 or
240 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the
241 Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

242 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal**
243 **Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution**
244 **Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of
245 the Appraisal Objection before such termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

246 **6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements, removals or repairs,
247 including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting),
248 beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following
249 Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written
250 agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the
251 satisfaction of the Lender Property Requirements is waived in writing by Buyer.

252 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by ☒ **Buyer**
253 ☐ **Seller**. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's
254 agent or all three.

255 **7. OWNERS' ASSOCIATIONS.** This Section is applicable if the Property is located within one or more Common Interest
256 Communities and subject to one or more declarations (Association).

257 **7.1. Common Interest Community Disclosure.** **THE PROPERTY IS LOCATED WITHIN A COMMON**
258 **INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF**
259 **THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE**
260 **COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE**
261 **ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL**
262 **OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS**
263 **OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD**
264 **PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS**
265 **AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING**
266 **CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A**
267 **COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF**
268 **PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL**
269 **OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE**
270 **DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE**
271 **ASSOCIATION.**

272 **7.2. Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association Documents (defined below),
273 at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association
274 Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt
275 of the Association Documents, regardless of who provides such documents.

276 **7.3. Association Documents.** Association documents (Association Documents) consist of the following:

277 **7.3.1.** All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements,
278 rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5,
279 C.R.S.;

280 **7.3.2.** Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings;
281 such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual
282 Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding
283 minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

284 **7.3.3.** List of all Association insurance policies as provided in the Association's last Annual Disclosure, including,
285 but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must
286 include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed
287 (Association Insurance Documents);

288 **7.3.4.** A list by unit type of the Association's assessments, including both regular and special assessments as
289 disclosed in the Association's last Annual Disclosure;

290 **7.3.5.** The Association's most recent financial documents which consist of: (1) the Association's operating budget
291 for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for
292 the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent
293 available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the
294 Association's community association manager or Association will charge in connection with the Closing including, but not limited

to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and 7.3.5., collectively, Financial Documents);

7.3.6. Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5, C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2. (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common elements or limited common elements of the Association property.

7.4. Conditional on Buyer's Review. Buyer has the right to review the Association Documents. Buyer has the Right to Terminate under § 24.1., on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

8.1. Evidence of Record Title.

☒ **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this box is checked, ☐ an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

☐ **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price. If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

8.1.3. Owner's Extended Coverage (OEC). The Title Commitment ☒ **Will** ☐ **Will Not** contain Owner's Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by ☐ **Buyer** ☒ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** _____.
Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.7. (Right to Object to Title, Resolution).

8.1.4. Title Documents. Title Documents consist of the following: (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title Documents).

8.1.5. Copies of Title Documents. Buyer must receive, on or before **Record Title Deadline**, copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the party or parties obligated to pay for the owner's title insurance policy.

8.1.6. Existing Abstracts of Title. Seller must deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

8.2. Record Title. Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents,

352 or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection,
 353 pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object
 354 to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1.
 355 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable
 356 deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title
 357 Documents as satisfactory.

358 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing
 359 surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without
 360 limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which
 361 Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New
 362 ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown
 363 by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of
 364 Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2.
 365 (Record Title) and § 13 (Transfer of Title)), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has
 366 until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives
 367 Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is
 368 governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to
 369 Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record
 370 Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

372 **8.4. Special Taxing and Metropolitan Districts. Intentionally Deleted.**

373 **8.5. Tax Certificate.** A tax certificate paid for by ☒ Seller ☐ Buyer, for the Property (Tax Certificate) must be delivered
 374 to Buyer on or before **Record Title Deadline**. If the content of the Tax Certificate is unsatisfactory to Buyer, in Buyer's sole
 375 subjective discretion, Buyer may terminate, on or before **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate
 376 after **Record Title Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate
 377 received by Seller on or before ten days after Buyer's receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or
 378 if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate
 379 must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer
 380 accepts the content of the Tax Certificate as satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's
 381 loan specified in §4.5.3, (Loan Limitations) prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for
 382 by Seller.

383 **8.6. Third Party Right to Purchase/Approve.** If any third party has a right to purchase the Property (e.g., right of first
 384 refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a
 385 right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of
 386 such right. If the third-party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase
 387 is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly
 388 notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred
 389 on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in
 390 writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.

391 **8.7. Right to Object to Title, Resolution.** Buyer has a right to object or terminate, in Buyer's sole subjective discretion,
 392 based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Tax Certificate)
 393 and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or before the
 394 applicable deadline, Buyer has the following options:

395 **8.7.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice of
 396 Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or
 397 before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives
 398 Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and
 399 waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title
 400 Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the
 401 Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the
 402 applicable documents; or

403 **8.7.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 24.1., on or before
 404 the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

405 **8.8. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed
 406 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,
 407 including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,
 408 unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various
 409 laws and governmental regulations concerning land use, development and environmental matters.

8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.

8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.

8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.

8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.

8.8.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted, excluded from, or not covered by the owner's title insurance policy.

8.9. Mineral Rights Review. Buyer ☐ Does ☒ Does Not have a Right to Terminate if examination of the Mineral Rights is unsatisfactory to Buyer on or before the **Mineral Rights Examination Deadline**.

9. NEW ILC, NEW SURVEY.

9.1. New ILC or New Survey. If the box is checked, (1) ☐ **New Improvement Location Certificate (New ILC)**; or, (2) ☒ **New Survey** in the form of Improvement survey plat or ALTA; is required and the following will apply:

9.1.1. Ordering of New ILC or New Survey. ☐ Seller ☒ Buyer will order the New ILC or New Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date after the date of this Contract.

9.1.2. Payment for New ILC or New Survey. The cost of the New ILC or New Survey will be paid, on or before Closing, by: ☐ Seller ☒ Buyer or:

9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or the provider of the opinion of title if an Abstract of Title) and none will receive a New ILC or New Survey on or before **New ILC or New Survey Deadline**.

9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by the surveyor to all those who are to receive the New ILC or New Survey.

9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection. Buyer may select a New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

9.3. New ILC or New Survey Objection. Buyer has the right to review and object based on the New ILC or New Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3. or § 13:

9.3.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1, that this Contract is terminated; or

9.3.2. New ILC or New Survey Objection. Deliver to Seller a written description of any matter that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

9.3.3. New ILC or New Survey Resolution. If a **New ILC or New Survey Objection** is received by Seller, on or before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such termination (i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**).

10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY AND DUE DILIGENCE.

10.1. Seller's Property Disclosure. On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to Seller's actual knowledge and current as of the date of this Contract.

10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition. Seller must disclose to Buyer any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property to Buyer in an "**As Is**" condition, "**Where Is**" and "**With All Faults.**"

10.3. Inspection. Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may:

10.3.1. Inspection Termination. On or before the **Inspection Termination Deadline**, notify Seller in writing, pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller pursuant to § 10.3.2.; or

10.3.2. Inspection Objection. On or before the **Inspection Objection Deadline**, deliver to Seller a written description of any unsatisfactory condition that Buyer requires Seller to correct.

10.3.3. Inspection Resolution. If an Inspection Objection is received by Seller, on or before **Inspection Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination (i.e., on or before expiration of **Inspection Resolution Deadline**). Nothing in this provision prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by executing an Earnest Money Release.

10.4. Damage, Liens and Indemnity. Buyer, except as otherwise provided in this Contract or other written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. ~~Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and expenses.~~ The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items performed pursuant to an Inspection Resolution.

10.5. Insurability. Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance Termination Deadline**, based on any unsatisfactory provision of the availability, terms and conditions and premium for property insurance (Property Insurance) on the Property, in Buyer's sole subjective discretion.

10.6. Due Diligence.

10.6.1. Due Diligence Documents. Seller agrees to deliver copies of the following documents and information pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery Deadline**:

10.6.1.1. Occupancy Agreements. All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):, **LLC lease and any lease amendments with RecoveryWorks and RCR Photographic, LLC.**

10.6.1.2. Leased Items Documents. If any lease of personal property (§ 2.5.7., Leased Items) will be transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to

519 Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer ☐ Will ☒ Will Not assume the Seller's obligations
520 under such leases for the Leased Items (§ 2.5.7., Leased Items).
521

522 **10.6.1.3. Encumbered Inclusions Documents.** If any Inclusions owned by Seller are encumbered
523 pursuant to § 2.5.4. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other
524 documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer ☐ Will ☒ Will
525 Not assume the debt on the Encumbered Inclusions (§ 2.5.4., Encumbered Inclusions).
526

527 **10.6.1.4. Other Documents.** If the respective box is checked, Seller agrees to additionally deliver copies
528 of the following:

529 ☒ **10.6.1.4.1.** All contracts relating to the operation, maintenance and management of the
530 Property;

531 ☒ **10.6.1.4.2.** Property tax bills for the last three years;

532 ☒ **10.6.1.4.3.** As-built construction plans to the Property and the tenant improvements, including
533 architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the
534 extent now available;

535 ☒ **10.6.1.4.4.** A list of all Inclusions to be conveyed to Buyer;

536 ☒ **10.6.1.4.5.** Operating statements for the past two years;

537 ☒ **10.6.1.4.6.** A rent roll accurate and correct to the date of this Contract;

538 ☒ **10.6.1.4.7.** A schedule of any tenant improvement work Seller is obligated to complete but
539 has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;

540 ☒ **10.6.1.4.8.** All insurance policies pertaining to the Property and copies of any claims which
541 have been made for the past two years;

542 ☒ **10.6.1.4.9.** Soils reports, surveys and engineering reports or data pertaining to the Property (if
543 not delivered earlier under § 8.3.);

544 ☒ **10.6.1.4.10.** Any and all existing documentation and reports regarding Phase I and II
545 environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos,
546 PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no
547 reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to
548 Seller;

549 ☒ **10.6.1.4.11.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the
550 compliance of the Property with said Act;

551 ☒ **10.6.1.4.12.** All permits, licenses and other building or use authorizations issued by any
552 governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use
553 authorizations, if any; and

554 ☐ **10.6.1.4.13.** Other:
555
556
557
558

559 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and object based on the Due
560 Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective
561 discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

562 **10.6.2.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;
563 or

564 **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of any
565 unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

566 **10.6.2.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is received by
567 Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement
568 thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents**
569 **Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such
570 termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**).

571 **10.6.3. Zoning.** Buyer has the Right to Terminate under § 24.1., on or before **Due Diligence Documents Objection**
572 **Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over
573 the Property, in Buyer's sole subjective discretion.

574 **10.6.4. Due Diligence – Environmental, ADA.** Buyer has the right to obtain environmental inspections of the
575 Property including Phase I and Phase II Environmental Site Assessments, as applicable. ☐ Seller ☒ Buyer will order or provide

576 ☒ **Phase I Environmental Site Assessment**, ☐ **Phase II Environmental Site Assessment** (compliant with most current version
577 of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or ____, at the expense of ☐ **Seller**
578 ☒ **Buyer** (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an evaluation whether the Property
579 complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations must be conducted at
580 such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property,
581 if any.

582 If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental**
583 **Inspection Termination Deadline** will be extended by 60 days (Extended Environmental Inspection Objection Deadline) and if
584 such Extended Environmental Inspection Objection Deadline extends beyond the **Closing Date**, the **Closing Date** will be extended
585 a like period of time. In such event, ☐ **Seller** ☒ **Buyer** must pay the cost for such Phase II Environmental Site Assessment.

586 Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4., Buyer has the
587 Right to Terminate under § 24.1., on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended
588 Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole
589 subjective discretion.

590 Buyer has the Right to Terminate under § 24.1., on or before **ADA Evaluation Termination Deadline**, based on any
591 unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

592 **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property
593 owned by Buyer and commonly known as N/A. Buyer has the Right to Terminate under § 24.1. effective upon Seller's receipt
594 of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such property is not sold and closed by such deadline.
595 This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before **Conditional Sale**
596 **Deadline**, Buyer waives any Right to Terminate under this provision.

597 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** [Intentionally Deleted - See
598 **Residential Addendum if applicable]**

599 **10.9. Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of the Leases to be assigned
600 to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease
601 or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into
602 any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld
603 or delayed.

604 **10.10. Lead-Based Paint.** [Intentionally Deleted - See Residential Addendum if applicable]

605 **10.11. Carbon Monoxide Alarms.** [Intentionally Deleted - See Residential Addendum if applicable]

606 **10.12. Methamphetamine Disclosure.** [Intentionally Deleted - See Residential Addendum if applicable]

607 **11. TENANT ESTOPPEL STATEMENTS.**

608 **11.1. Estoppel Statements Conditions.** Buyer has the right to review and object to any Estoppel Statements. Seller must
609 request from all tenants of the Property and if received by Seller, deliver to Buyer on or before **Estoppel Statements Deadline**,
610 statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement)
611 attached to a copy of the Lease stating:

612 **11.1.1.** The commencement date of the Lease and scheduled termination date of the Lease;

613 **11.1.2.** That said Lease is in full force and effect and that there have been no subsequent modifications or
614 amendments;

615 **11.1.3.** The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;

616 **11.1.4.** The amount of monthly (or other applicable period) rental paid to Seller;

617 **11.1.5.** That there is no default under the terms of said Lease by landlord or occupant; and

618 **11.1.6.** That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease
619 demising the premises it describes.

620 **11.2. Seller Estoppel Statement.** In the event Seller does not receive from all tenants of the Property a completed signed
621 Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents
622 required in §11.1. above and deliver the same to Buyer on or before **Estoppel Statements Deadline**.

623 **11.3. Estoppel Statements Termination.** Buyer has the Right to Terminate under § 24.1., on or before **Estoppel**
624 **Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if
625 Seller fails to deliver the Estoppel Statements on or before **Estoppel Statements Deadline**. Buyer also has the unilateral right to
626 waive any unsatisfactory Estoppel Statement.

627 **CLOSING PROVISIONS**

628 **12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.**

629 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to enable
630 the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is
631 obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a
632 timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any
633 additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and
634 Seller will sign and complete all customary or reasonably required documents at or before Closing.

635 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions ☐ Are ☒ Are Not executed with
636 this Contract.

637 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as
638 the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller agrees to deliver a set of keys for the Property to
639 Buyer. The hour and place of Closing will be as designated by the title insurance company.

640 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent of service vary between
641 different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

642 **12.5. Assignment of Leases.** Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer
643 must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such
644 leases for the Leased Items accepted by Buyer pursuant to § 2.5.7. (Leased Items).

646 **13. TRANSFER OF TITLE.** Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender
647 of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing:

648 ☒ special warranty deed ☐ general warranty deed ☐ bargain and sale deed ☐ quit claim deed ☐ personal representative's
649 deed ☐ deed. Seller, provided another deed is not selected, must execute and deliver a good and sufficient special warranty deed
650 to Buyer, at Closing.

651 Unless otherwise specified in § 29 (Additional Provisions), if title will be conveyed using a special warranty deed or a general
652 warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

653 **14. PAYMENT OF LIENS AND ENCUMBRANCES.** Unless agreed to by Buyer in writing, any amounts owed on any liens
654 or encumbrances securing a monetary sum against the Property and Inclusions, including any governmental liens for special
655 improvements installed as of the date of Buyer's signature hereon, whether assessed or not, and previous years' taxes, will be paid
656 at or before Closing by Seller from the proceeds of this transaction or from any other source.

657 **15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND**
658 **WITHHOLDING.**

659 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required
660 to be paid at Closing, except as otherwise provided herein.

661 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by ☐ Buyer ☐ Seller
662 ☒ One-Half by Buyer and One-Half by Seller ☐ Other _____.

663 **15.3. Association Fees and Required Disbursements.** At least fourteen days prior to **Closing Date**, Seller agrees to
664 promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees
665 associated with or specified in the Status Letter will be paid as follows:

666 **15.3.1. Status Letter Fee.** Any fee incident to the issuance of Association's Status Letter must be paid by ☐ Buyer
667 ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

668 **15.3.2. Record Change Fee.** Any Record Change Fee must be paid by ☐ Buyer ☐ Seller ☒ One-Half by Buyer
669 and One-Half by Seller ☐ N/A.

670 **15.3.3. Assessments, Reserves or Working Capital.** All assessments required to be paid in advance (other than
671 Association Assessments as defined in § 16.2. (Association Assessments), reserves or working capital due at Closing must be paid
672 by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

673 **15.3.4. Other Fees.** Any other fee listed in the Status Letter as required to be paid at Closing will be paid by ☐
674 Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

675 **15.4. Local Transfer Tax.** Any Local Transfer Tax must be paid at Closing by ☐ Buyer ☐ Seller ☐ One-Half by
676 Buyer and One-Half by Seller ☒ N/A.

677 **15.5. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by
678 ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

679 **15.6. Private Transfer Fee.** Any private transfer fees and other fees due to a transfer of the Property, payable at Closing,
680 such as community association fees, developer fees and foundation fees, must be paid at Closing by ☐ Buyer ☐ Seller
681 ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

682 **15.7. Water Transfer Fees.** Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed \$_for:
683 ☐ Water Stock/Certificates ☐ Water District
684 ☐ Augmentation Membership ☐ Small Domestic Water Company ☐ _____

and must be paid at Closing by ☐ Buyer ☒ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

15.8. Utility Transfer Fees. Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be paid by ☐ Buyer ☐ Seller ☒ One-Half by Buyer and One-Half by Seller ☐ N/A.

15.9. FIRPTA and Colorado Withholding.

15.9.1. FIRPTA. The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller ☐ IS a foreign person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

15.9.2. Colorado Withholding. The Colorado Department of Revenue may require a portion of the Seller's proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

16. PRORATIONS AND ASSOCIATION ASSESSMENTS.

16.1. Prorations. The following will be prorated to the **Closing Date**, except as otherwise provided:

16.1.1. Taxes. Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the year of Closing, based on ☐ Taxes for the Calendar Year Immediately Preceding Closing ☒ Most Recent Mill Levy and Most Recent Assessed Valuation, adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled veteran exemption or ☐ Other ____.

16.1.2. Rents. Rents based on ☐ Rents Actually Received ☒ Accrued. At Closing, Seller will transfer or credit to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in writing of such transfer and of the transferee's name and address.

16.1.3. Other Prorations. Water and sewer charges, propane, interest on continuing loan and any similar or customary charges.

16.1.4. Final Settlement. Unless otherwise specified in Additional Provisions, these prorations are final.

16.2. Association Assessments. Current regular Association assessments and dues (Association Assessments) paid in advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of ☐ Buyer ☐ Seller. Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in Additional Provisions. Seller represents there are no unpaid regular or special assessments against the Property except the current regular assessments and ____ Association Assessments are subject to change as provided in the Governing Documents.

17. POSSESSION. Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date at Possession Time**, subject to the Leases as set forth in § 10.6.1.1.

If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ 750 per day (or any part of a day notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered.

GENERAL PROVISIONS

18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK-THROUGH. Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

18.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect

to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

18.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing.

18.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

18.4. Walk-Through and Verification of Condition. Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

19. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this Contract, Buyer and Seller acknowledge that their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must be complied with.

20. TIME OF ESSENCE, DEFAULT AND REMEDIES. Time is of the essence for all dates and deadlines in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

20.1. If Buyer is in Default:

☐ **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the parties agree the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

20.1.2. Liquidated Damages, Applicable. This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

20.2. If Seller is in Default:

20.2.1. Specific Performance, Damages or Both. Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

20.2.2. Seller's Failure to Perform. In the event Seller fails to perform Seller's obligations under this Contract, to include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such

failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this Contract are reserved and survive Closing.

21. LEGAL FEES, COST AND EXPENSES. Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.

22. MEDIATION. If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This Section will not alter any date in this Contract, unless otherwise agreed.

23. EARNEST MONEY DISPUTE. Except as otherwise provided herein, Earnest Money Holder must release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpleaded the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

24. TERMINATION.

24.1. Right to Terminate. If a party has a right to terminate, as provided in this Contract (Right to Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to Terminate under such provision.

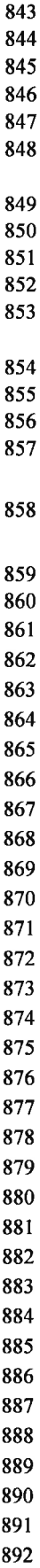
24.2. Effect of Termination. In the event this Contract is terminated, and all Earnest Money received hereunder is timely returned to Buyer, the parties are relieved of all obligations hereunder, subject to §§ 10.4. and 21.

25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS. This Contract, its exhibits and specified addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same. Any successor to a party receives the predecessor's benefits and obligations of this Contract.

26. NOTICE, DELIVERY AND CHOICE OF LAW.

26.1. Physical Delivery and Notice. Any document or notice to Buyer or Seller must be in writing, except as provided in § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm).

26.2. Electronic Notice. As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or internet.



26.4. Choice of Law. This Contract and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.

28. GOOD FAITH. Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations; Title Insurance, Record Title and Off-Record Title; New ILC, New Survey; and Property Disclosure, Inspection, Indemnity, Insurability and Due Diligence.**

D. EARNEST MONEY DEPOSIT. No later than July 3, 2024, Buyer shall tender \$999,000.00 as additional



893 **Earnest Money to be held by the Earnest Money Holder. The Earnest Money shall be nonrefundable except in the**
894 **event of default by Seller and shall be applicable to the Purchase Price.**

895
896 **E. SELLER'S 1031.** It is hereby acknowledged that it is the Seller's intention that the sale of the Property be
897 structured as an exchange of real estate under the terms and requirements of Section 1031 of the Internal Revenue
898 Code. Notwithstanding any other provision of the Contract, the parties agree that the Seller's rights under this
899 Contract are assignable prior to closing to structure an exchange of the Property under Section 1031 and the Buyer
900 agrees to cooperate in such exchange with the Seller provided there is no additional cost or liability to the Buyer.
901 Brokers recommend to Seller that legal and tax advice be obtained. Seller understands that other legal documents
902 may be necessary to comply with the requirements of Section 1031.

903
904 **F. SELLER'S RIGHT TO EXTEND CLOSING DATE.** Seller shall have the unilateral right to extend the Closing
905 Date up to and including December 31, 2024, by giving notice to Buyer not less than 20 days prior to the Closing
906 Date.

907
908 **G. SPECIAL WARRANTY DEED.** Notwithstanding Section 13 above, title will be conveyed subject to the
909 exceptions identified in the Title Commitment and accepted by Buyer.

910
911 **30. OTHER DOCUMENTS.**

912 **30.1. Documents Part of Contract.** The following documents are a part of this Contract:

913
914
915
916 **30.2. Documents Not Part of Contract.** The following documents have been provided but are not a part of this Contract:

917
918
919

SIGNATURES

920 Buyer's Name: City of Lakewood Buyer's Name: _____

Kathleen E. Hodgson 02/28/2024

Kathy Hodgson, City Manager _____ Date

Buyer's Signature _____ Date

Address: 480 S. Allison Parkway
Lakewood, CO 80226

Address: _____

Phone No.: _____

Phone No.: _____

Fax No.: _____

Fax No.: _____

Email Address: _____

Email Address: _____

921 **[NOTE: If this offer is being countered or rejected, do not sign this document.]**

Seller's Name: BBR 8000 LLC

Seller's Name: _____

Robert A. Reed 02/28/2024

Betty J. Reed 02/28/2024

Robert A. Reed and Betty J. Reed, members _____ Date

Seller's Signature _____ Date

Address: 2291 S Deframe Ct
Lakewood, CO 80228

Address: _____

Phone No.: _____

Phone No.: _____



Fax No.: _____
Email Address: BobR@ReedPhoto.com

Fax No.: _____
Email Address: _____

922

923

END OF CONTRACT TO BUY AND SELL REAL ESTATE

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

A. Broker Working With Buyer

Broker ☐ Does ☒ Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a ☒ Buyer's Agent ☐ Transaction-Broker in this transaction.

☐ Customer. Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid by ☒ Listing Brokerage Firm ☐ Buyer ☐ Other.

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: Fuller Real Estate, LLC
Brokerage Firm's License #: EC.000083130
Broker's Name: Robert Pipkin and Jeff LaForte
Broker's License #: IA999775

Robert Pipkin

2/29/2024

Broker's Signature

Date

Address: 5300 DTC Pkwy Suite 100
Greenwood Village, CO 80111
Phone No.: (303) 534-4822

Fax No.: _____
Email Address: BPipkin@FullerRE.com and JLaforge@FullerRE.com

B. Broker Working with Seller

Broker ☐ Does ☒ Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.



Broker is working with Seller as a ☒ **Seller's Agent** ☐ **Transaction-Broker** in this transaction.

☐ **Customer.** Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by ☒ **Seller** ☐ **Buyer** ☐ **Other** _____.

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: **Performance Brokers, Inc. and Current Commercial Real Estate**
Brokerage Firm's License #: **EC 000062821**
Broker's Name: **Cleve A. Schenck and Wendy Weiss**
Broker's License #: **000186051**

Cleve Schenck 02/28/2024

Broker's Signature

Date

Address: **6333 Annapurna Dr**
Evergreen, CO 80439
Phone No.: **303-670-5393 or 303-881-5293**
Fax No.: _____
Email Address: **Cleveon@gmail.com**

Wendy Weiss 02/28/2024

924

STAFF MEMO

DATE OF MEETING: JUNE 24, 2024 / AGENDA ITEM NO. 11

To: Mayor and City Council
From: Max Kirschbaum, Director of Public Works
Subject: **PILOT RESIDENTIAL PARKING PERMIT (RPP) PROGRAM**

SUMMARY STATEMENT: City staff presented results from a citywide parking study by Consor Engineers on October 2nd, 2023. They discussed a residential parking permit program and enhanced parking enforcement with the city council on February 5, 2024. Proposed changes to the Lakewood Municipal Code aim to implement these programs. The pilot location for the residential permit program is the Applewood neighborhood, addressing overflow parking from Abrusci's Fire and Vine restaurant. Residents will vote on the program, and maintaining license plate data will be necessary for permits.

BACKGROUND INFORMATION: On October 2nd, 2023, city staff presented the results of the citywide parking study from Consor Engineers. On February 5, 2024 city staff further presented and received feedback from city council study session to bring back both a residential parking permit program and an enhanced parking enforcement proposal.

City staff has created proposed modifications to the Lakewood Municipal Code to allow a residential parking permit program and enhanced parking enforcement citywide through the use of a vendor. If City Council chooses to only go forward with one program, the estimated cost would be higher than proposed below, as the cost of the car, incidentals, training, etc. are spread only over the one chosen program.

The proposed pilot location for the residential parking permit program is in the Applewood neighborhood to address overflow parking from Abrusci's Fire and Vine restaurant. A key component of the proposed permit program is the parking area where residents get to vote. The proposed permit area includes those that currently have an issue but also the area the parking would likely move to. For residential impacts from a retail establishment, it is around 1,000 feet that patrons would be assumed to walk. For events, the distance increases to 2,000 feet, which attendees would likely walk from.

A second component is the type of impact: The permit program isn't intended to differentiate types of residents, so it isn't proposed to be allowed for single family areas being impacted by multifamily developments, etc. The citywide parking study lists the proposed elements for different types of issues in the "toolbox".

The proposed ordinance also requires 80% approval (4 out of every 5 houses) from within the proposed area.

The 80% is similar to other traffic-calming petitions for speed humps, etc. Parking permits will require effort to keep license plate data current or enter guest plates that want to park on the street and the associated monetary costs. We are proposing requiring fees for resident vehicles. We acknowledge getting a visitor permit will be a considerable effort, so we are proposing making two visitor permits free. Visitor permits are proposed to be valid for limited days a month. We suspect most residents would likely park their car on the street and have visitors use the driveway instead of going through the effort to get on a website and enter a new license plate each time. Overall, we have tried to balance those being impacted and those where the parking problem will be relocated. If over time, the parking problem is reduced or our assumed limits of the likely impacted area were too large, we allowed a method to petition to reduce the required permit area from the outer block(s) towards the issue.

BUDGETARY IMPACTS: An estimated annual budget impact of \$100,000 for 15 hours per week of

enforcement from a parking enforcement vendor including start-up costs for the program assuming the program runs for 3 years minimum.

STAFF RECOMMENDATIONS: Adopt Lakewood Municipal Code 10, Chapter 38 to create a residential parking permit program.

ALTERNATIVES: Reject or modify proposed Lakewood Municipal Code Title 10, Chapter 38 pertaining to residential parking permit program.

PUBLIC OUTREACH: This item has been promoted through the regular communication channels to be considered by the Lakewood city council.

NEXT STEPS: Creating a budget item(s) for the 2024 Revised Budget/2025 Budget for enhanced parking enforcement and/or residential parking permit program.

ATTACHMENTS: 1. Ordinance O-2024-17

REVIEWED BY: Kathleen E. Hodgson, City Manager
Benjamin B. Goldstein, Deputy City Manager
Alison McKenney Brown, City Attorney

AN ORDINANCE

ADOPTING TITLE 10, CHAPTER 38, OF THE LAKEWOOD MUNICIPAL CODE ESTABLISHING A PILOT PROGRAM FOR RESTRICTED RESIDENTIAL PARKING AREAS WITHIN THE CITY OF LAKEWOOD, COLORADO

WHEREAS, the City of Lakewood (“Lakewood” or “City”) is a home rule municipality organized under Article XX of the Colorado Constitution and the authority of the Home Rule Charter for the City of Lakewood (Charter);

WHEREAS, Sections 1.2 and 2.1 of the Charter vests all municipal legislative powers in the City Council, and authorizes the City Council to establish those laws necessary and proper to provide for the safety, preserve the health, promote the prosperity, and improve the morals, order, comfort, and convenience of such municipality and the inhabitants thereof;

WHEREAS, the City recognizes that certain schools, parks, and businesses cause traffic congestion and overuse of nearby residential street parking spaces, and that it may be necessary to safeguard on-street parking for neighborhood residents in locations near such high traffic schools, parks, and businesses;

WHEREAS, through the adoption of this Pilot Program the City seeks to begin to address the immediate health and safety needs of the community while continuing to study and understand the longer-term consequences of utilizing Restricted Residential Parking Areas to address the street parking needs of members of the community;

WHEREAS, approval of this ordinance on first reading is intended only to confirm that the City Council desires to comply with the Lakewood Municipal Code by setting a public hearing to provide City staff and the public an opportunity to present evidence and testimony regarding the proposal; and

WHEREAS, approval of this ordinance on first reading does not constitute a representation that the City Council, or any member of the City Council, supports, approves, rejects or denies the proposal.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Lakewood, Colorado, that:

SECTION 1. Establishment of Title 10, Chapter 38. Title 10, Chapter 38 of the Lakewood Municipal Code, entitled Restricted Residential Parking Areas, Pilot Program, shall be established as follows:

10.38.010 - Title.

This Chapter shall hereinafter be known, and may be cited as, the Pilot Program for Restricted Residential Parking Areas Code.

10.38.020 - Pilot Program; limitations on participation; mandatory review.

- A. Two locations within the City of Lakewood may apply for and be selected to participate in the Pilot Program implementing Restricted Residential Parking Areas as established by this Code.
- B. Participation in this Pilot Program shall require compliance with all other provisions of this Code.
- C. A preliminary staff report on the Pilot Program shall be provided to the City Council no later than 12 months from the implementation of the first Restricted Residential Parking Area in accordance with this Pilot Program.
- D. A permanent program for Restricted Residential Parking Areas may be established utilizing the data obtained from the Pilot Program.

10.38.030 - Program Amendment, Termination, Conclusion; Supplemental Regulations.

- A. The City does not guarantee that this Pilot Program shall be continued, as set forth herein, for the entirety of the anticipated two years. This Pilot Program may be amended, terminated, or suspended at any time by action of the City Council.
- B. The Director of Public Works, or the Director's Designee, is hereby authorized to establish regulations to supplement the provisions of this Code.
- C. Residents within Restricted Residential Parking Areas established under this Pilot Program shall be notified of any change to this Pilot Program or any decision to terminate or suspend the Pilot Program as set forth within the supplemental regulations.

10.38.040 - Definitions.

- A. *Director* means the Public Works Director of Lakewood, Colorado, or the Director's designee.
- B. *Household* means all individuals living within a residence.
- C. *Parking Occupancy Ratio* means the percentage of occupied Parking Stalls divided by the total number of Parking Stalls available in a city block.
- D. *Parking Stall* means a 24-foot-long space in which a single motor vehicle can be parallel parked.
- E. *Peak Usage Time* means a regularly occurring two-to-four-hour timespan during which the residential street parking spaces of a city block or series of city blocks are most heavily utilized by nonresidents visiting a nearby school, public park, business, or recurring multiple-day festival or event.

- F. *Permit* means the residential parking permit required by this Code for parking in a Restricted Residential Parking Area. The Permit may be either a vehicle specific parking permit or a hangtag issued for use by residential guests.
- G. *Permit Applicant* means the individual who has applied for a residential parking permit required by this Code for parking in a Restricted Residential Parking Area.
- H. *Restricted Residential Parking Area ("RRPA")* means a specifically identified and defined City block or series of City blocks that are affected by excess parking associated with an adjacent school, park, or business in such a manner that residents of the neighborhood are rendered insecure in their ability to find motor vehicle parking for residential purposes during Peak Usage Time.
- I. *Traffic Engineer* means the City's Traffic Engineer, or designee, authorized to take the actions necessary for the proper regulation, control, and facilitation of traffic in the City of Lakewood, as designated in Lakewood Municipal Code sections 10.69.070 and 10.69.080.

10.38.050 – Permits authorized;

- A. The Traffic Engineer is hereby authorized to issue Permits in accordance with the provisions of this Code and the supplemental regulations of this Code.
- B. The Traffic Engineer shall issue no more than three resident permits per residence when the address of the Permit Applicant is within an RRPA. The Permit Applicant shall provide a currently valid state driver's license to establish that their residence is within the RRPA.
- C. The Permit Applicant shall provide a currently valid license plate number for each resident Permit and pay an annual fee of \$10.00 per permit.
- D. Each residential address can apply for two Visitor Permits for free. Additional Visitor Permits are \$10 per permit.
- E. Each visitor Permit shall be valid for a maximum of 10 days in a month.

10.38.060 – Prohibition of Parking within an established RRPA.

- A. On-street parking of motor vehicles may be prohibited in a location which has been designated as an RRPA and in which signs have been erected that conform to the requirements of L.M.C. 10.36.020.
- B. It shall be unlawful for any person to park a vehicle on any street in which official signage is posted designating the area an RRPA no-parking zone without a validly issued Permit as provided in this Code, and any such act shall be a violation of this Code.
- C. It shall be unlawful for any person to park any motor vehicle on the premises of any private dwelling located within an RRPA without permission of the owner of such property.
- D. Any person who violates any provision of this section commits a Class 4 traffic offense.

10.38.070 – Establishment of a Restricted Residential Parking Area.

- A. To qualify as an RRPA, residents within the proposed RRPA must provide to the Traffic Engineer a written petition, on a form established by the Public Works Department of the City of Lakewood, signed by one owner of 80% or more of the Households located within the proposed RRPA indicating that such Household is in favor of and requests the establishment of an RRPA in their neighborhood. Only one signature per Household shall be counted toward determining whether 80% or more of the Households within the proposed RRPA are in favor of the establishment of an RRPA. Because the establishment of an RRPA will impact the residents of each residential property within the RRPA and could potentially effect the marketability of a property, only a property owner may sign such petition, although exceptions may be established within the supplemental regulations.
- B. Any petition circulated for signatures of property owners of Households shall clearly state on its face the restrictions that will be established for residential parking within the proposed RRPA and that residents within the RRPA, and their guests, will be subject to such restrictions unless they purchase a parking permit.
- C. The proposed location must also meet one of the following requirements:
 - 1. Area near school. An RRPA may be established for a location within 1,500 feet of any property line of a school when the Parking Occupancy Ratios for at least one city block within the proposed RRPA are 75% or higher during Peak Usage Time; or
 - 2. Area near public park. An RRPA may be established for a location near a public park when a portion of the proposed RRPA is within 100 feet of the boundary of the public park and when the Parking Occupancy Ratios for at least one city block within the proposed RRPA are 75% or higher during Peak Usage Time; or
 - 3. Area near business, event, or festival. An RRPA may be established for a location near a business when the RRPA encompasses residential streets at least 1,000 feet away from the property line of said business and when the Parking Occupancy Ratios for at least one city block within the proposed RRPA are 75% or higher during Peak Usage Time.
 - 4. Area near event or festival. An RRPA may be established for a location within 2,000 feet of a recurring, multiple-day festival or event when the Parking Occupancy Ratios for at least one city block within the proposed RRPA are 75% or higher during Peak Usage Time.
- D. The Traffic Engineer shall only authorize an RRPA for a proposed location encompassing 40 or more residences.
- E. The Traffic Engineer shall only authorize an RRPA to be established upon City of Lakewood rights of way and shall not authorize an RRPA on any part of the state highway system as that term is defined in C.R.S. § 43-2-101, or on any private property.

- F. If the location of the proposed RRPA complies with the above sections, the Traffic Engineer shall authorize the establishment of an RRPA within a boundary area established by the Traffic Engineer. The Traffic Engineer shall establish the boundary of the RRPA in accordance with those factors set forth within the supplemental regulations and any factors specific to the proposed RRPA, including the likely distance that people will generally walk from a parked car to the school, public park, business, festival, or event located within the RRPA.
- G. An RRPA shall only be applicable to street parking in front of residential properties, and any commercial properties, schools, or parks in the vicinity shall be excluded from requiring Permits to park along their associated frontage.

10.38.080 - Signs.

Signs that conform to the requirements of the law for official traffic control devices shall be erected in a location designated by the Traffic Engineer as an RRPA. The signs shall give notice that the restrictions of the RRPA apply to all motor vehicles parking in the location.

10.38.090 - Permit Denial; Revocation; Appeal.

- A. The Traffic Engineer shall have the authority to deny, suspend, or revoke any Permit when it is determined that the Permit Applicant, or any person holding a Permit issued to the Permit Applicant's address, has violated the provisions of this Code.
- B. A Permit Applicant or Permit Holder who has had a permit application denied, or a permit suspended or revoked, may file an administrative appeal in accordance with the supplemental regulations.
- C. At the conclusion of an administrative hearing of appeal the Director shall determine whether to uphold the denial, suspension, or revocation and may confirm or modify the Traffic Engineer's findings in accordance with the facts submitted. Such decision by the Director shall be in writing and notice thereof shall be mailed to appellee within ten days of the date of the Director's action.
- D. The Director's decision shall be final. Any review thereof shall be by the district court pursuant to Rule 106(a)(4) of the Colorado Rules of Civil Procedure.

10.38.100 - Removal or reduction of designation of Restricted Residential Parking Area.

- A. The Traffic Engineer shall have the authority to remove the designation of an authorized RRPA if any of the following occurs:
 - 1. By virtue of closure of the school or change in use of the property, the RRPA or some part thereof is no longer located within 1,500 feet of any property line of a school; or
 - 2. There are no longer residences located in the RRPA; or
 - 3. By virtue of change in use of the property, the RRPA is no longer located within 100 feet of a public park; or

4. An RRPA becomes part of the state highway system as that term is defined in C.R.S. § 43-2-101, as amended; or
 5. The Traffic Engineer makes a written finding, based on the totality of circumstances, that such designation is no longer in the best interests of the City.
- B. The Traffic Engineer shall have the authority to reduce the size of an RRPA that has been in existence for at least one year if either of the following occurs:
1. Residents within an established RRPA provide to the Traffic Engineer a written petition, on a form established by the Public Works Department of the City of Lakewood, signed by one owner of 80% or more of the Households located on a block within the RRPA, such petition requesting that the block upon which such owners' homes are located be removed from the RRPA, provided that the remaining locations in the RRPA are still contiguous with each other and includes two (2) or more complete residential blocks; or
 2. The Traffic Engineer makes a written finding, based on the totality of the circumstances, that the designation of the full RRPA is no longer in the best interests of the City. The Traffic Engineer shall specify in writing the area in which the designation shall no longer apply.
- C. Notwithstanding section 10.38.070(C), an RRPA that has been reduced in size may encompass fewer than 40 residences but may not be smaller than two residential blocks.
- D. The removal of a designation pursuant to this section shall nullify any Permit issued for the area in which the removal occurs. Such nullification shall not be considered a denial, suspension, or revocation of any Permits.

10.38.110 - Violation.

In any prosecution for violation of the provisions of this Code, proof that the vehicle described in the complaint was parked in violation of this Code, together with proof that the defendant named in the complaint was at the time of such parking, the registered owner of the vehicle, shall constitute prima facie evidence that the defendant was the person who parked, or knowingly permitted to be parked, such vehicle at the place where and for the time in which such violation occurred.

SECTION 2. This ordinance shall take effect thirty (30) days after final publication.

SECTION 3. If any provision of this Ordinance should be found by a court of competent jurisdiction to be invalid, such invalidity shall not affect the remaining portions or applications of this Ordinance that can be given effect without the invalid portion, provided that such remaining portions or application of this Ordinance are not determined by the court to be inoperable.

I hereby attest and certify that the within and foregoing ordinance was introduced and read on first reading at a hybrid regular meeting of the Lakewood City Council on the 10th day of June, 2024; published by title in the Denver Post and in full on the City of Lakewood's website at www.lakewood.org, on the 13th day of June, 2024; set for public hearing to be held on the 24th day of June, 2024; read, finally passed and adopted by the City Council on the 24th day of June, 2024; and signed by the Mayor on the _____ day of June, 2024.

Wendi Strom, Mayor

ATTEST:

Jay Robb, City Clerk

APPROVED AS TO FORM:

Alison McKenney Brown, City Attorney

STAFF MEMO

DATE OF MEETING: JUNE 24, 2024 / AGENDA ITEM NO. 12

To: Mayor and City Council
From: Max Kirschbaum, Director of Public Works
Subject: **ENHANCED PARKING ENFORCEMENT**

SUMMARY STATEMENT: On October 2nd, 2023, city staff presented results from a citywide parking study. Subsequently, on February 5, 2024, they discussed both a residential parking permit program and an enhanced parking enforcement proposal. The parking enforcement vendor would address citywide issues such as parking in bike lanes and near intersections, which are currently the main complaints from residents.

BACKGROUND INFORMATION: On October 2nd, 2023, city staff presented the results of the citywide parking study from Consor Engineers. On February 5, 2024 city staff further presented and received feedback from city council study session to bring back both a residential parking permit program and enhanced parking enforcement proposal.

City staff has created proposed modifications to the Lakewood Municipal Code to allow a residential parking permit program and enhanced parking enforcement citywide through the use of a vendor. If City Council chooses to only go forward with one program, the estimated cost would be higher than proposed below, as the cost of the car, incidentals, training, etc. are spread only over the one chosen program.

The parking enforcement vendor would be able to respond to parking issues citywide. Parking in bike lanes, parking too close to intersections, and parking too close to crosswalks are currently the main complaints by residents.

BUDGETARY IMPACTS: An estimated annual budget impact of \$150,000 for 25 hours per week of enforcement from a vendor including start-up costs for the program assuming the program runs for 3 years minimum.

STAFF RECOMMENDATIONS: Amend Lakewood Municipal Code Chapter 10.63.010 to allow the Police Chief to assign or contract parking enforcement officials.

ALTERNATIVES: Reject or modify proposed amendment to Lakewood Municipal Code Chapter 10.63.010.

PUBLIC OUTREACH: This item has been promoted through the regular communication channels to be considered by the Lakewood City Council.

NEXT STEPS: Creating a budget item(s) for the 2024 Revised Budget and 2025 Budget for enhanced parking enforcement and/or residential parking permit program.

ATTACHMENTS: 1. Ordinance O-2024-18

REVIEWED BY: Kathleen E. Hodgson, City Manager
Benjamin B. Goldstein, Deputy City Manager
Alison McKenney Brown, City Attorney

AN ORDINANCE

AMENDING LAKEWOOD MUNICIPAL CODE CHAPTER 10.63.010 TO AUTHORIZE PARKING ENFORCEMENT OFFICIALS TO ISSUE MUNICIPAL PARKING SUMMONSES AND COMPLAINTS FOR VIOLATIONS OF THE LAKEWOOD TRAFFIC CODE PERTAINING TO PARKING ON THE PUBLIC RIGHTS OF WAY

WHEREAS, the City of Lakewood, Colorado, the “City”, is a home rule municipality, organized and existing under Article XX, section 6 of the Colorado Constitution;

WHEREAS, pursuant to Colorado Revised Statute section 42-4-111(1)(a), local authorities are authorized to exercise police power over the streets and highways under their jurisdiction by regulating or prohibiting the stopping, standing, or parking of vehicles;

WHEREAS, the City currently regulates the parking of motor vehicles on its public rights of way in Chapters 10.33, 10.36, 10.37, 10.38 and 10.39 of the Lakewood Municipal Code (“LMC”);

WHEREAS, all violations relating to the parking of motor vehicles in the public rights of way in Chapter 10 of the Lakewood Municipal Code are codified as Class 4 traffic offenses;

WHEREAS, pursuant to LMC section 1.16.020(B)(4), the maximum penalty for class 4 traffic offenses is a \$200.00 fine, with no imprisonment;

WHEREAS, LMC section 10.63.010 currently authorizes the Agents of the Police Department or such officers as are assigned by the Chief of Police to enforce all street regulations of the City;

WHEREAS, there is a desire for additional enforcement against the illegal parking of motor vehicles on the City’s public rights of way beyond the capacity of the Agents and officers of the Lakewood Police Department;

WHEREAS, the City Council desires to amend LMC section 10.63.010 to authorize additional parking enforcement officials to enforce the City’s laws pertaining to the parking of motor vehicles on the public rights of way;

WHEREAS, approval of this ordinance on first reading is intended only to confirm that the City Council desires to comply with the City’s Charter by setting a public hearing to provide City staff and the public the opportunity to present evidence and testimony regarding the proposal; and

WHEREAS, approval of this ordinance on first reading does not constitute a representation that the City Council, or any member of the City Council, supports, approves, rejects or denies the proposal.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Lakewood, Colorado, that:

SECTION 1. Chapter 10.63.010 is hereby amended as follows:

10.63.010- Authority of Police, Fire Department, and Parking Enforcement Officials.

10.63.010(E) The Chief of Police is hereby authorized to assign or contract for parking enforcement officials, whose sole authority shall be to enforce the parking regulations enacted in Chapters 10.33, 10.36, 10.38, and 10.39 of the Lakewood Municipal Code. Parking Enforcement Officials shall only be authorized to issue municipal parking summonses and complaints for violations of the Lakewood Municipal Code pertaining to parking on the public rights-of-way but shall not have the authority to order the towing or impoundment of any vehicle located on the public rights-of-way. Nothing contained in this section shall vest or be taken to vest in parking enforcement officials other powers, duties, rights, and emoluments of sworn police agents of the City of Lakewood. Parking enforcement officials shall be required to wear a uniform when on duty which must display the following: "City of Lakewood Parking Enforcement Official".

SECTION 2. This Ordinance shall take effect thirty (30) days after final publication.

SECTION 3. If any provision of this Ordinance is found by a court of competent jurisdiction to be invalid, such invalidity shall not affect the remaining portions or applications of this Ordinance that can be given effect without the invalid portion, provided that such remaining portions or application of this Ordinance are not determined by the court to be inoperable.

I hereby attest and certify that the within and foregoing ordinance was introduced and read on first reading at a hybrid regular meeting of the Lakewood City Council on the 10th day of June, 2024; published by title in the Denver Post and in full on the City of Lakewood's website at www.lakewood.org, on the 13th day of June, 2024; set for public hearing to be held on the 24th day of June, 2024; read, finally passed and adopted by the City Council on the 24th day of June, 2024; and signed by the Mayor on the _____ day of June, 2024.

Wendi Strom, Mayor

ATTEST:

Jay Robb, City Clerk

APPROVED AS TO FORM:

Alison McKenney Brown, City Attorney