AGENDA
REGULAR MEETING OF THE CITY COUNCIL
480 S. ALLISON PARKWAY
CITY OF LAKEWOOD, COLORADO
HYBRID MEETING
FEBRUARY 10, 2025
7:00 PM
To watch the Council meeting live, please use either one of the following links:
City of Lakewood Website: Lakewood.org/CouncilVideos
Lakewood Speaks: Lakewoodspeaks.org

The City of Lakewood does not discriminate on the basis of race, age, national origin, color, creed, religion, sex, sexual orientation or disability in the provision of services. People needing reasonable accommodation to attend or participate in a City service program can call 303-987-7080 or TDD 303-987-7057. Please give notice as far in advance as possible so we can accommodate your request.

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

ITEM 5 – FRIENDS OF PAHA CHECK PRESENTATION TO COUNCIL

ITEM 6 – INITIAL 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.

CONSENT AGENDA

ITEM 7 – R-2025-7 – ESTABLISHING CERTAIN SEWER FEES FOR CUSTOMERS OF THE CITY OF LAKEWOOD SEWER UTILITY

ITEM 8 – R-2025-8 –

ESTABLISHING CERTAIN WATER FEES FOR CUSTOMERS OF THE CITY OF LAKEWOOD WATER UTILITY

ITEM 9 –

– ACCEPTING A DEED FROM URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT TO THE CITY OF LAKEWOOD FOR 7650 WEST 2ND AVENUE, CITY OF LAKEWOOD, COUNTY OF JEFFERSON, STATE OF COLORADO

ITEM 10 – <u>APPROVING MINUTES OF THE CITY COUNCIL MEETINGS</u>

<u>END OF CONSENT AGENDA</u>

ORDINANCES ON SECOND READING AND PUBLIC HEARINGS

ITEM 11 – <u>O-2025-2</u> – AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR THE LEASE OF PROPERTY AND STRUCTURES LOCATED AT 1800 SOUTH INDIANA STREET IN THE CITY OF LAKEWOOD, COLORADO, BY AND BETWEEN AUDACY COLORADO, LLC, AND BONNEVILLE INTERNATIONAL CORPORATION, AND THE CITY OF LAKEWOOD, COLORADO

ITEM 12 – <u>O-2025-3</u> – AMENDING THE LAKEWOOD MUNICIPAL CODE TO INCLUDE UPDATES TO TERMS AND PROCESSES ASSOCIATED WITH REAL PROPERTY TRANSACTIONS, INCLUDING SECTIONS 12.17.030, 12.19.020, 12.19.030, AND 14.13.060 OF THE LAKEWOOD MUNICIPAL CODE

ITEM 13 – <u>O-2025-4</u> – AUTHORIZING A SUPPLEMENTAL APPROPRIATION OF CAPITAL IMPROVEMENT FUNDS TO THE 2025 ANNUAL BUDGET IN THE AMOUNT OF $460,000.00 AND AUTHORIZING THE EXPENDITURE OF THESE FUNDS BY THE DIVISION OF PUBLIC WORKS TO PAY A CONSULTANT TO DESIGN THE CITY’S DESIRED AESTHETIC ENHANCEMENTS FOR THE US6 AND WADSWORTH INTERCHANGE

ITEM 14 – <u>O-2025-5</u> – VACATING THE RIGHT-OF-WAY AND EASEMENT LOCATED ON THE EAST SIDE OF THE PROPERTY AT 3278 SOUTH WADSWORTH BOULEVARD

ITEM 15 – <u>O-2025-6</u> – DECLARING THE INTENT OF THE CITY OF LAKEWOOD TO ACQUIRE INTEREST IN PROPERTY FOR PUBLIC PURPOSES FOR THE CONSTRUCTION OF SEPARATED BIKE LANES ON SOUTH GARRISON

STREET NORTH OF WEST ALAMEDA AVENUE AND AUTHORIZING NEGOTIATIONS WITH PROPERTY OWNERS, ACCEPTANCE OF CONVEYANCE INSTRUMENTS AND CONDEMNATION OF REAL PROPERTY INTERESTS (SUBJECT TO FURTHER COUNCIL APPROVAL)

ITEM 16 – O-2025-7 – AN ORDINANCE TO REPEAL AND REPLACE (OR AMEND) LAKEWOOD MUNICIPAL CODE CHAPTER 14.16 RELATING TO PARK AND OPEN SPACE DEDICATION INCLUDING THE OPTION FOR DEVELOPERS TO PAY A FEE IN LIEU OF PARKLAND DEDICATION, CALCULATION OF OPEN SPACE AND PARKLAND DEDICATIONS, AND VESTING OF RIGHTS/APPLICABILITY

ITEM 17 – PUBLIC COMMENT

ITEM 18 – GENERAL BUSINESS

ITEM 19 – MAYOR AND CITY COUNCIL REPORTS

A. COUNCIL MEMBERS BY WARD

B. MAYOR

ITEM 20 – ADJOURNMENT

STAFF MEMO

DATE OF MEETING: FEBRUARY 10, 2025 / AGENDA ITEM NO. 5

To: Mayor and City Council

From: Traci Wieland, Director of Community Resources

Subject: **Friends of Paha**

SUMMARY STATEMENT: Friends of Paha Board members will share a short video from Camp Paha and present City staff with a check to support Camp Paha and the Camp Paha scholarship program.

BACKGROUND INFORMATION: Camp Paha is licensed by the State of Colorado as a childcare program offering safe, challenging, and fun leisure, recreational and educational opportunities for youth of all abilities ages 6-25. Camp Paha provides an array of activities including swimming, sports, games, nature, music, drama, hiking, arts and crafts and field trips within the community.

BUDGETARY IMPACTS: The City will receive funding specifically to support Camp Paha and the program participants.

STAFF RECOMMENDATIONS: Staff recommends using this opportunity to learn more about Camp Paha and the role it plays in the community.

ALTERNATIVES: N/A

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

NEXT STEPS: N/A

ATTACHMENTS: None

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

STAFF MEMO

DATE OF MEETING: FEBRUARY 10, 2025 / AGENDA ITEM NO. 6

To: Mayor and City Council

From:

Subject:

SUMMARY STATEMENT:

BACKGROUND INFORMATION:

BUDGETARY IMPACTS: None

STAFF RECOMMENDATIONS: None

ALTERNATIVES: None

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

NEXT STEPS: None

ATTACHMENTS: None

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

STAFF MEMO

DATE OF MEETING: FEBRUARY 10, 2025 / AGENDA ITEM NO. 7

To: Mayor and City Council

From: Max Kirschbaum, Director of Public Works

Subject: **Lakewood Sewer Utility Rate Adjustment**

SUMMARY STATEMENT: The attached resolution would establish certain sewer fees for customers of the City of Lakewood Sewer Utility. Public Works recommends City Council approval of the resolution updating the sewer fees.

BACKGROUND INFORMATION: The Lakewood Sewer Utility serves approximately 7,000 customers, who contribute wastewater flows to City-owned sewer mains. The Sewer Utility operates and maintains a system of sewer mains that have a total length of approximately 106 miles. The service area is primarily within northeast Lakewood. A map of the service area is attached. Twenty-two other entities serve the remainder of the City.

The Sewer Utility is an enterprise fund. The Sewer Utility does not receive revenue through sales tax or property tax. Revenue is obtained through rates paid by customers. The enterprise fund's revenue is dedicated solely to the Sewer Utility. Increases in the Sewer Utility's rates are necessary to fund the cost of treating wastewater as well as operating, maintaining and ultimately replacing City-owned sewer lines that collect sewage from homes and businesses, while providing an adequate fund balance to cover any unexpected expenses.

The City does not own or operate wastewater treatment facilities. All collected wastewater is sent to the Metro Water Recovery District for treatment. Payment to the District to treat the wastewater accounts for approximately 71% of the Sewer Utility's operating and maintenance costs. The District cost for treating the wastewater has increased by 10% in 2025 and similar annual increases are anticipated over the next few years. District costs are primarily driven by capital improvement projects required to meet increasingly more stringent environmental regulatory standards and operation and maintenance of the treatment system.

The bimonthly bill to Sewer Utility customers is the sum of a fixed service charge plus a volume charge. The volume charge is based on winter water use which is a measure of the amount of wastewater that is reaching the collection system. Outdoor water used for landscaping isn't captured by the system so winter water use approximates the volume of wastewater actually discharged to the system by each customer. The bimonthly bill for a typical single-family home served by the Sewer Utility would increase $12.77 under the recommended rates. The most recent rate change occurred in April 2024.

The Sewer Utility also receives wastewater from two other small sewer providers through non-metered, wholesale accounts. Charges for those services are billed on a quarterly schedule. The recommended wholesale rate changes are included in the resolution and pass on the rate increases from Metro Water Recovery District for 2025. The increase is comparable to the increase proposed for a typical single-family home in the City's Sewer Utility's service area.

Also, the quarterly wholesale rates in the resolution are not the actual charges to the other sewer providers' customers. Lakewood's wholesale customers also have their costs to operate and maintain their systems, which would be additional costs included in their bills to their customers.

Developments that require additional sewer service are required to pay a one-time fee to purchase a sewer tap to serve the development. Tap fees are intended to defray the cost of system capacity necessary to serve development. The resolution does not include any adjustments to the current tap fee schedule.

BUDGETARY IMPACTS: Revenues from rate changes are anticipated to cover future anticipated costs.

STAFF RECOMMENDATIONS: Public Works recommends modifying the 2025 Sewer Utility rates to those set forth in the attached resolution. A comparison of current and proposed rates is also attached.

ALTERNATIVES: The City Council can choose to delay the rate increases, to modify the rates differently than shown in the proposed resolution, or to not increase rates at this time. If rates are not increased at this time, and because the rates must cover all utility costs, higher rate increases would be expected in the future.

PUBLIC OUTREACH: Notification of the City Council's consideration of the proposed rate increase was mailed to the City's Sewer Utility's customers and the two wholesale providers. The notice identified February 10, 2025, as the date City Council would likely consider a resolution changing the rates. This item has been promoted through the regular communication channels to be considered by the Lakewood City Council.

NEXT STEPS: Notification of the City Council's decision regarding rates will be sent to the city's Sewer Utility customers and the wholesale providers. The first bills reflecting the new rates for the city's Sewer Utility's customers will be sent at the end of May 2025 and will be due in June 2025. The first bill reflecting the new wholesale rates will be sent in July 2025.

ATTACHMENTS:

1. Resolution 2025-7
2. Sewer Rates Comparison - Current vs Proposed 2025
3. Sewer Service Area Map

REVIEWED BY:

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

R-2025-7

A RESOLUTION

ESTABLISHING CERTAIN SEWER FEES FOR CUSTOMERS OF THE CITY OF LAKEWOOD SEWER UTILITY

WHEREAS, Section 13.04.120 of the Lakewood Municipal Code directs the City Council to establish by resolution sewer rates for customers of the sewer utility of the City of Lakewood; and

WHEREAS, as an enterprise, the Lakewood sewer utility must impose rates that are sufficient to cover all costs of service, including the cost of wastewater treatment, maintenance and replacement of capital facilities and providing billing services; and

WHEREAS, a sewer rate study confirms that in order to cover all costs of service, it is necessary to amend the sewer rates charged to the customers of the City of Lakewood sewer utility.

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

SECTION 1. The following rates are hereby established, effective on April 1, 2025, as the sewer rates for metered customers of the sewer utility of the City of Lakewood:

The sewer rates for metered customers of the City of Lakewood sewer utility shall be based upon the following rate schedule. All sewer customers shall pay a standard, unvarying bimonthly service charge, and a variable volume charge.

Service Charge

$10.16 per bimonthly billing

Volume Charge

$5.89 per 1,000 gallons

SECTION 2. The following rates are hereby established, effective April 1, 2025, as the sewer rates for City of Lakewood non-metered, wholesale customers:

$79.47 per single-family residential equivalent tap per quarter

INTRODUCED, READ, AND ADOPTED by a vote of _ for and _ against at a hybrid regular meeting of the Lakewood City Council on February 10, 2025, at 7 o'clock p.m. at the Lakewood Civic Center, 480 S. Allison Parkway, Lakewood, Colorado.

____
Wendi Strom, Mayor

ATTEST:

____
Jay Robb, City Clerk

APPROVED AS TO FORM:

____
Alison McKenney Brown, City Attorney

Sewer Rates Comparison Current versus 2025 Proposed

Service Charge

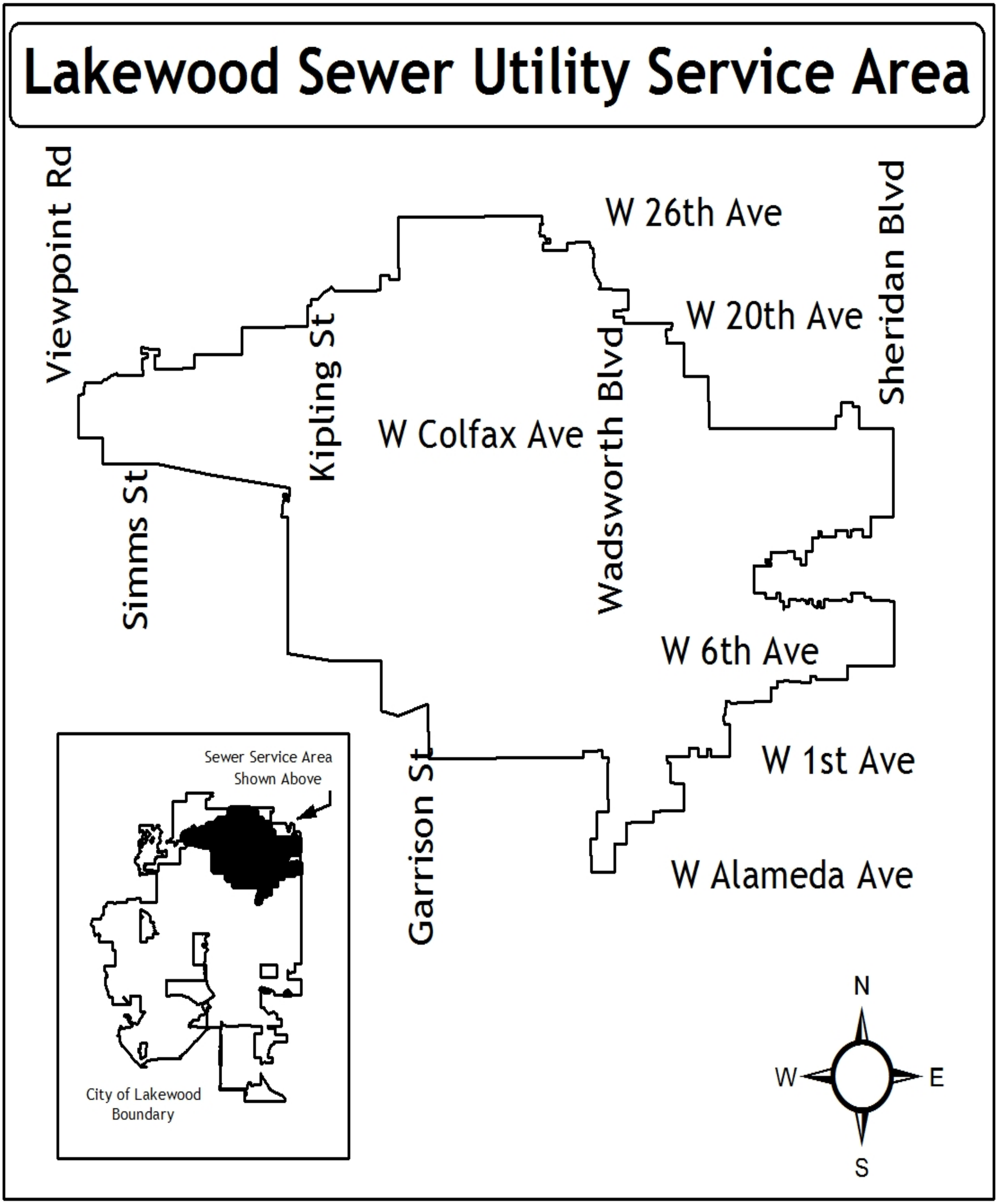
$ Bi-Monthly Existing	$ Bi-Monthly Proposed
8.91	10.16

Volume Charge

$ per 1,000 gallons Existing	$ per 1,000 gallons Proposed
5.17	5.89

Non-metered, Wholesale Customers

Quarterly (per tap) Existing $	Quarterly (per tap) Proposed $
72.23	79.47


Lakewood Sewer Utility Service Area
Viewpoint Rd
W 26th Ave
Sheridan Blvd
W 20th Ave
Kipling St
W Colfax Ave
Wadsworth Blvd
Simms St
W 6th Ave
Garrison St
W 1st Ave
W Alameda Ave
Sewer Service Area
Shown Above
City of Lakewood
Boundary
N
W
E
S

STAFF MEMO

DATE OF MEETING: FEBRUARY 10, 2025 / AGENDA ITEM NO. 8

To: Mayor and City Council

From: Max Kirschbaum, Director of Public Works

Subject: **Lakewood Water Utility 2025 Rate Adjustment**

SUMMARY STATEMENT: The attached resolution would establish certain water fees for customers of the City of Lakewood Water Utility. Public Works recommends City Council approval of the resolution updating the water fees.

BACKGROUND INFORMATION: The Lakewood Water Utility serves approximately 800 customers. The Water Utility operates and maintains a system of water distribution mains that have a total length of approximately 13 miles. The service area is within northeast Lakewood. A map of the service area is attached. Twenty other entities serve the remainder of the City.
The Water Utility is an enterprise fund. The Water Utility does not receive revenue through sales tax or property tax. Revenue is obtained through rates paid by customers.

The enterprise fund's revenue is dedicated solely to expenses of the Water Utility. Increases in the Water Utility's rates are necessary to fund the increasing cost of purchasing water as well as operating, maintaining, and replacing City-owned water lines that deliver water to homes and businesses, while providing an adequate fund balance to cover any unexpected expenses.

The City does not own or operate water treatment facilities. The Water Utility purchases all water from Denver Water for distribution to our customers. Payments to Denver Water account for approximately 76% of the Water Utility's operating and maintenance costs. The cost of purchasing water has increased 3.7% since the most recent change to Lakewood's utility customers. Denver Water rate increases are driven by costs to operate, maintain and improve its water infrastructure system in order ensure an adequate water supply, provide system reliability, and meet water quality requirements.

The bimonthly bill to Water Utility customers is the sum of a fixed service charge plus a volume charge plus, in a few instances, a fire protection charge. The bimonthly bill for a typical single-family home served by the Water Utility would increase $6.88 during the winter months and $9.08 during the summer months under the recommended rates. The most recent rate change occurred in April 2024.

BUDGETARY IMPACTS: Revenues from rate changes are anticipated to cover future anticipated costs.

STAFF RECOMMENDATIONS: Public Works recommends modifying the 2025 Water Utility rates to those set forth in the attached resolution. A comparison of current and proposed rates is also attached.

ALTERNATIVES: The City Council can choose to delay the rate increases, to modify the rates differently than shown in the proposed resolution, or to not increase rates at this time. If rates are not increased at this time, and because the rates must cover all utility costs, higher rate increases would be expected in the future.

PUBLIC OUTREACH: Notification of the City Council's consideration of the proposed rate increase was mailed to Water Utility customers. The notice identified February 10, 2025, as the date City Council would likely consider a resolution changing the rates. This item has been promoted through the regular communication channels to be considered by the Lakewood City Council.

NEXT STEPS: Notification of the City Council's decision regarding rates will be sent to Water Utility customers. The first bills reflecting the new rates will be sent at the end of May 2025 and will be due in June 2025.

ATTACHMENTS:

1. Resolution 2025-8
2. Water Rates Comparison - Current vs Proposed 2025
3. Water Service Area Map

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

R-2025-8

A RESOLUTION

ESTABLISHING CERTAIN WATER FEES FOR CUSTOMERS OF THE CITY OF LAKEWOOD WATER UTILITY

WHEREAS, Section 13.04.120 of the Lakewood Municipal Code directs the City Council to establish by resolution water rates for customers of the water utility of the City of Lakewood; and

WHEREAS, as an enterprise, the Lakewood water utility must impose rates that are sufficient to cover all costs of service, including the cost of purchasing water, maintenance and replacement of capital facilities and providing billing services; and

WHEREAS, a water rate study confirms that in order to cover all costs of service, it is necessary to amend the water rates charged to the customers of the City of Lakewood water utility.

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

SECTION 1. The following rates are hereby established, effective March 16, 2025 as the water rates for the water utility of the City of Lakewood:

The water rates for customers of the City of Lakewood water utility shall be based upon the following rate schedule. All water customers shall pay a standard, unvarying bimonthly service charge based upon meter size, and a variable volume charge based on the amount of water used. Additionally, commercial customers with fire protection systems shall pay an unvarying bimonthly charge based on the size of connection.

Service Charge

Meter Size (Inches)	Bimonthly $
5/8	27.79
3/4	31.68
1	39.46
1-1/2	61.49
2	89.57
3	276.68
4	331.46
6	521.23
8	819.64

Volume Charge

Use	$ per 1,000 gallons
Single Family	
First 22,000 gallons	6.97
Next 38,000 gallons	8.36
Over 60,000 gallons	10.44
Multi-Family (2 units)	
First 30,000 gallons	6.97
Over 30,000 gallons	8.36
Multi-Family (3 units)	
First 42,000 gallons	6.97
Over 42,000 gallons	8.36
Multi-Family (4 units)	
First 54,000 gallons	6.97
Over 54,000 gallons	8.36
Multi-Family (5 units)	
First 66,000 gallons	6.97
Over 66,000 gallons	8.36
All Other Customers	
Winter	6.97
Summer	8.36

Fire Protection Charge

Connection Size (Inches)	Bimonthly $
1	19.01
1-1/2	19.01
2	19.01
3	31.69
4	47.39
6	103.06
8	235.95

INTRODUCED, READ, AND ADOPTED by a vote of _ for and _ against at a hybrid regular meeting of the Lakewood City Council on February 10, 2025, at 7 o'clock p.m. at the Lakewood Civic Center, 480 S. Allison Parkway, Lakewood, Colorado.

____
Wendi Strom, Mayor

ATTEST:

____
Jay Robb, City Clerk

APPROVED AS TO FORM:

____
Alison McKenney Brown, City Attorney

Water Rates Comparison Current versus 2025 Proposed

Service Charge

Tap Size (Inches)	$ Bi-Monthly Existing	$ Bi-Monthly Proposed
5/8	25.62	27.79
3/4	29.20	31.68
1	36.37	39.46
1-1/2	56.68	61.49
2	82.56	89.57
3	255.01	276.68
4	305.50	331.46
6	480.40	521.23

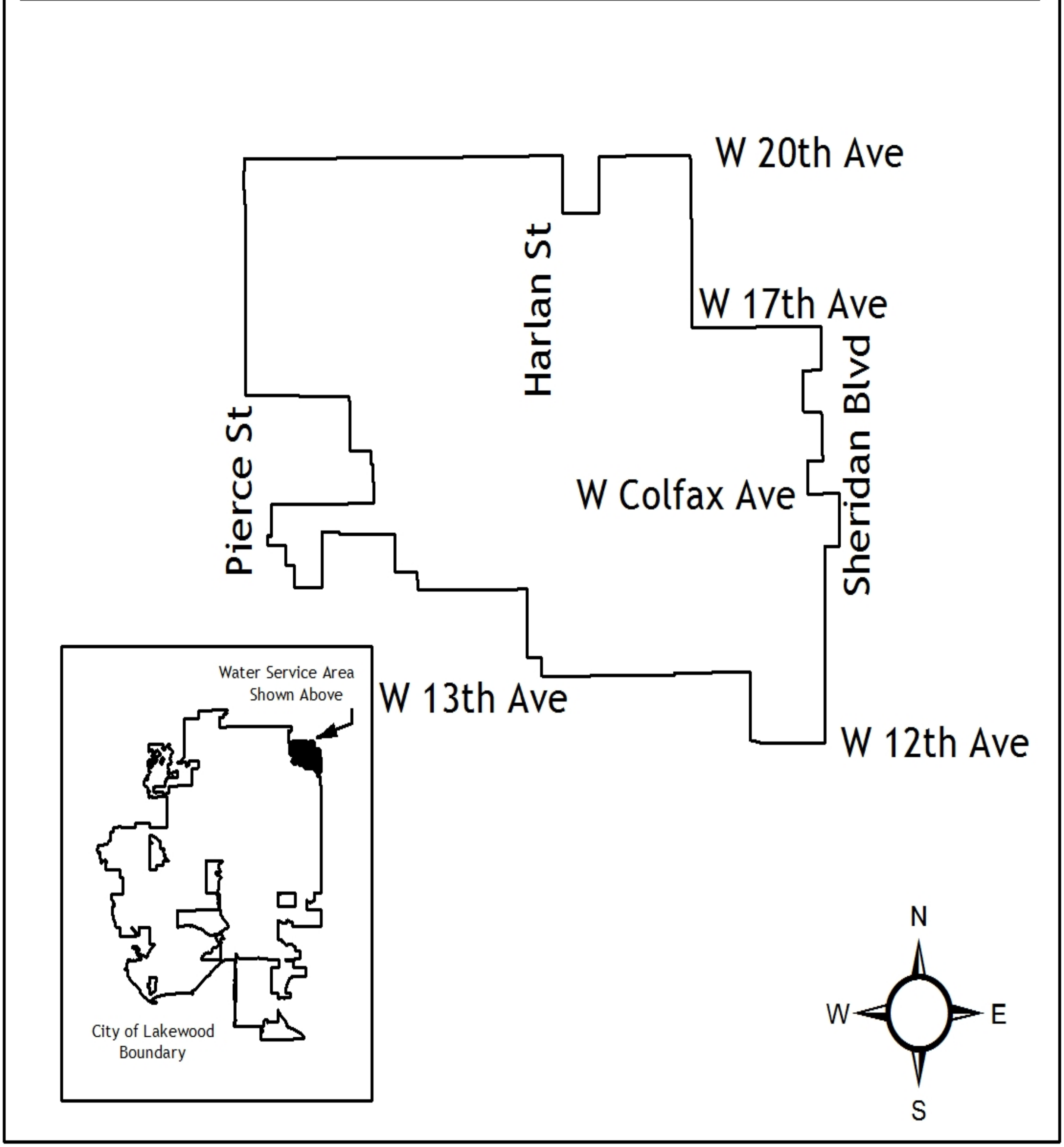
Volume Charge

Use	$ per 1,000 gallons Existing	$ per 1,000 gallons Proposed
Single Family		
First 22,000 gallons	6.42	6.97
Next 38,000 gallons	7.70	8.36
Over 60,000 gallons	9.62	10.44
Multi-Family (2 units)		
First 30,000 gallons	6.42	6.97
Over 30,000 gallons	7.70	8.36
Multi-Family (3 units)		
First 42,000 gallons	6.42	6.97
Over 42,000 gallons	7.70	8.36
Multi-Family (4 units)		
First 54,000 gallons	6.42	6.97
Over 54,000 gallons	7.70	8.36
Multi-Family (5 units)		
First 66,000 gallons	6.42	6.97
Over 66,000 gallons	7.70	8.36
All Other Customers		
Winter	6.42	6.97
Summer	7.70	8.36

Fire Protection Charge

Connection Size (Inches)	$ Bi-Monthly Existing	$ Bi-Monthly Proposed
1-1/2	17.52	19.01
2	17.52	19.01
3	29.20	31.69
4	43.67	47.39
6	94.98	103.06
8	217.46	235.95

Lakewood Water Utility Service Area



STAFF MEMO

DATE OF MEETING: FEBRUARY 10, 2025 / AGENDA ITEM NO. 9

To: Mayor and City Council

From: Max Kirschbaum, Director of Public Works

Subject: **Property Deed Acceptance from Mile High Flood District**

SUMMARY STATEMENT: City Staff requests that City Council approve an ordinance authorizing City Staff to accept a deed for real property located at 7650 W 2nd Avenue. The acquisition of this property is important to the City because the land is in line with South Lakewood Gulch and it is identified as an area of future improvements in the Lakewood Gulch Master Drainage Plan (1978).

BACKGROUND INFORMATION: The property at 7650 W 2nd Avenue is a vacant lot located within the South Lakewood Gulch Floodplain. This property was identified in 2023 and placed on the MHFD Property Acquisition request list for purchase. This property was purchased by Mile High Flood District (MHFD) in 2024 through their Property Acquisition Reserve and their policy regarding the preservation of floodways and floodplains (see attached fact sheet). The vacant site at 7650 W 2nd Avenue is almost entirely covered in the floodplain which allowed MHFD to purchase the land with their Property Acquisition Reserves at no cost to the City. An environmental assessment was completed and approved by the City of Lakewood prior to deed acceptance from MHFD.

BUDGETARY IMPACTS: None. MHFD purchased the land in 2024 at no cost to the City.

STAFF RECOMMENDATIONS: Staff recommends approval of the ordinance to accept a deed for the property located at 7650 W 2nd Avenue.

ALTERNATIVES: If this ordinance is not approved, the property will remain in the possession of MHFD and need to be sold.

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 approved, City Staff would accept and record the deed for the land at 7650 W 2nd Ave.

ATTACHMENTS:
1. Ordinance-2025-X
2. Property Location Map
3. Floodplain Preservation Fact Sheet

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

O-2025-X

AN ORDINANCE

ACCEPTING A DEED FROM URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT TO THE CITY OF LAKEWOOD FOR 7650 WEST 2ND AVENUE, CITY OF LAKEWOOD, COUNTY OF JEFFERSON, STATE OF COLORADO

WHEREAS, the City of Lakewood (the "City") and Urban Drainage and Flood Control District d/b/a Mile High Flood District ("MHFD") cooperated in preparation of the "South Lakewood Gulch Major Drainageway Planning Study," dated August 1978, which identified certain flood-prone properties within the City;

WHEREAS, MHFD has a "Preservation Policy" that enables it to acquire certain flood-prone properties on behalf of local jurisdictions in order to preserve them in their natural state;

WHEREAS, the City and MHFD identified several flood-prone properties within the City, one of which is located at 7650 West 2nd Ave. (the "Property");

WHEREAS, the City and MHFD negotiated a tentative acquisition price of three-hundred and ninety-five thousand dollars ($395,000.00);

WHEREAS, MHFD agreed to acquire the Property on behalf of the City and then deed the Property to the City at no cost;

WHEREAS, MHFD's Board of Directors approved Resolution No. 67, Series of 2024, a copy of which is attached hereto as Attachment A, on October 17, 2024 allowing MHFD to acquire the Property on behalf of the City;

WHEREAS, the purpose of acquiring this Property is to preserve and formalize the South Lakewood Gulch in and around the Property; and

WHEREAS, MHFD wishes to convey, and the City wishes to acquire, the Property for this purpose.

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

SECTION 1. The City Council hereby accepts the deed, a copy of which is attached hereto as Attachment B, which conveys property at 7650 W. 2nd Ave. from MHFD to the City of Lakewood.

SECTION 2. The City is not required to contribute any funding to the acquisition of the Property.

SECTION 3. The City Manager or designee is hereby authorized to accept the deed and to execute all documents necessary related to the acquisition of the Property, including all necessary intergovernmental agreements.

SECTION 4. Approval of this Ordinance is contingent upon MHFD acquiring the Property for the anticipated amount; the City agreeing to regulate and control any defined floodplains on South Lakewood Gulch in accordance with the National Flood Insurance Program regulations; the City agreeing to maintain the Property in a manner acceptable to MHFD; the City granting MHFD access to the acquired Property at all times; and the City agreeing not to make any changes to the Property without MHFD's consent.

SECTION 5. This Ordinance shall take effect thirty (30) days after final publication.

I hereby attest and certify that within and foregoing Ordinance was introduced and read on first reading at a hybrid regular meeting of the Lakewood City Council on the 24th day of February, 2025; 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 February, 2025 set for public hearing to be held on the 24th day of February, 2025; read, finally passed and adopted by the City Council on the 24th day of February, 2025; and signed by the Mayor on the ___ day of February, 2025.

____
Wendi Strom, Mayor

ATTEST:

____
Jay Robb, City Clerk

APPROVED AS TO FORM:

____
Alison McKenney Brown, City Attorney

ATTACHMENT A

RESOLUTION NO. 67, SERIES OF 2024
(Authorization to Participate in Acquisition of 7650 West 2nd Avenue,
City of Lakewood, Jefferson County)

WHEREAS, the District, in a policy statement previously adopted (Resolution No. 14, Series of 1970 and Resolution No. 11, Series of 1973), expressed an intent to assist public bodies which have heretofore enacted floodplain zoning measures; and

WHEREAS, the City of Lakewood has enacted floodplain regulations; and

WHEREAS, the City of Lakewood and the District cooperated in the preparation of "South Lakewood Gulch Major Drainageway Planning Study," dated August 1978, which identified certain flood-prone properties; and

WHEREAS, the City of Lakewood and the District are currently negotiating with the owner of 7650 West 2nd Avenue (Exhibit A) for the acquisition of that property; and

WHEREAS, the City of Lakewood and the District have negotiated a tentative acquisition price of $395,000; and

WHEREAS, the City of Lakewood has requested District funding assistance in the purchase of 7650 West 2nd Avenue; and

WHEREAS, District's share would be $395,000; and

WHEREAS, the District's Preservation Policy (Resolution No. 10, Series of 1994) authorizes District participation in the acquisition of undeveloped floodplains in order to preserve them in their natural state; and

WHEREAS, the District has included, subsequent to public hearing, funding for floodplain preservation in the Special Revenue Fund - Budget ((Resolution No. 87, Series of 2023 as amended in Resolution No. 30, Series of 2024) for calendar year 2024 which includes funds for the acquisition of the subject parcel.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Executive Director of the Urban Drainage and Flood Control District d/b/a Mile High Flood District is authorized to execute the necessary agreements with the City of Lakewood for the acquisition of 7650 West 2nd Avenue along South Lakewood Gulch.
2. The District's maximum contribution to the acquisition of the above floodplain area without prior approval of the Board, shall be $395,000 plus interest earned on monies deposited in the project fund.
3. Such approval for expenditure of District funds is contingent upon the City of Lakewood agreeing to regulate and control any defined floodplains on South Lakewood Gulch in accordance with the National Flood Insurance Program regulations as a minimum; agreeing to maintain the property in a manner acceptable to the District; granting the District access to the acquired property at all times; and agreeing not to make any changes to the property without the District's approval.

URBAN DRAINAGE AND FLOOD CONTROL DISTRICT d/b/a MILE HIGH FLOOD DISTRICT

Date: ______________________

ATTEST:

______________________ ______________________

Secretary Chairperson

URBAN DRAINAGE AND FLOOD CONTROL DISTRICT

d/b/a

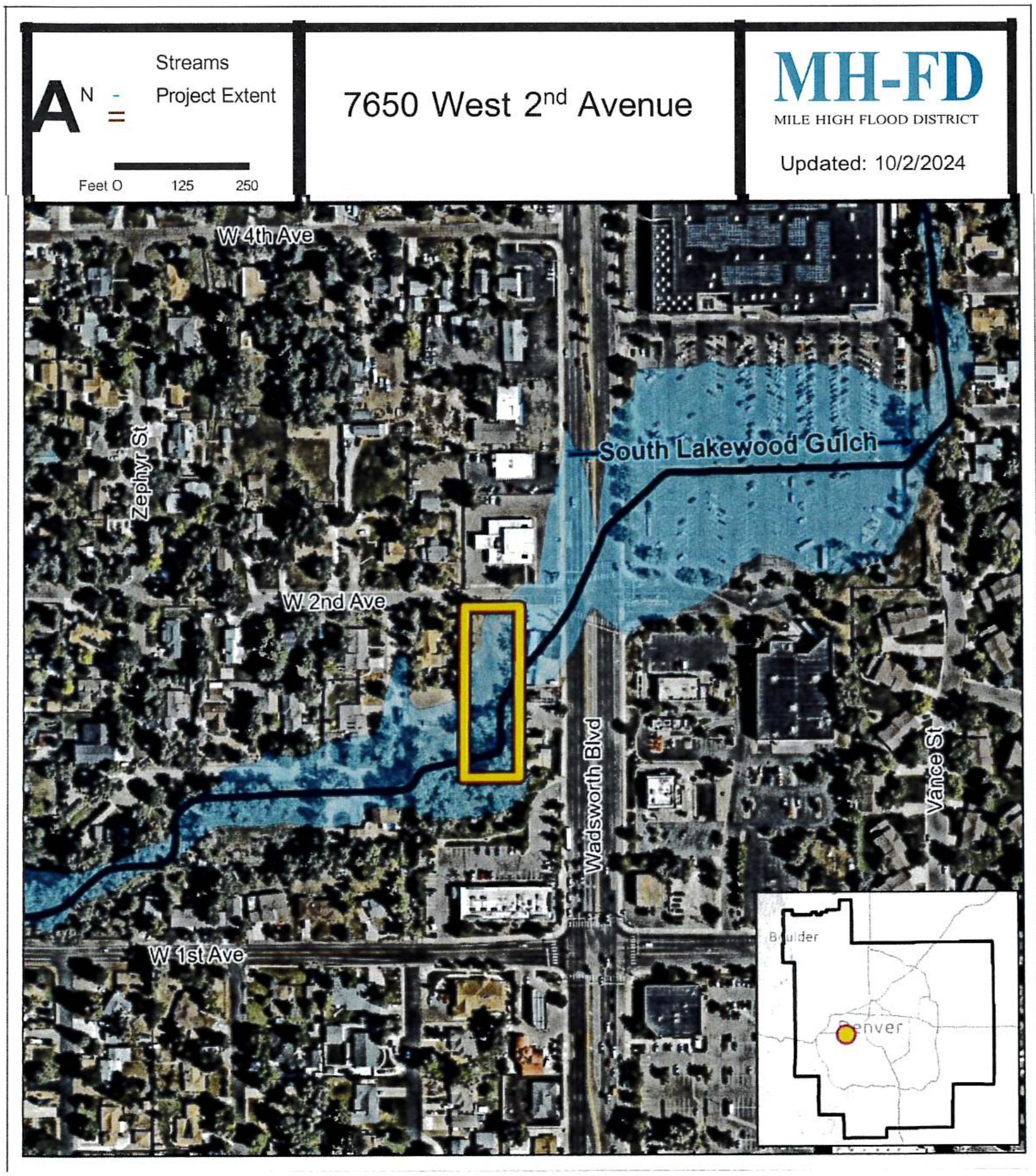
MILE HIGH FLOOD DISTRICT

RESOLUTION NO. 67, SERIES OF 2024

(Authorization to Participate in Acquisition of 7650 West 2nd Avenue,

City of Lakewood, Jefferson County)

EXHIBIT A



ATTACHMENT B

SPECIAL WARRANTY DEED

When recorded please return to:
City of Lakewood
City Clerk's Office
480 South Allison Pkwy
Lakewood, CO 80226

URBAN DRAINAGE AND FLOOD CONTROL DISTRICT d/b/a MILE HIGH FLOOD DISTRICT (Grantor), whose address is 12575 West Bayaud Avenue, Lakewood, Colorado 80228, for the consideration of Ten and no/100 Dollars ($10.00), in hand paid, hereby sell(s) and convey(s) to the **CITY OF LAKEWOOD**, a Colorado home rule municipal corporation (Grantee), whose address is 480 South Allison Parkway, Civic Center South, Lakewood, Colorado, 80226, the following real property, in the County of Jefferson, State of Colorado, to wit:

LEGAL DESCRIPTION

A parcel of land being East 100-feet of the West 200-feet of the North 322.5-feet of Lot 16, Block B, DEVINNEY PLACE, the plat of which is recorded in Plat Book 2, Page 13, and at Reception Number 09025165, of the records of the Jefferson County Clerk and Recorder, EXCEPT the North 5-feet thereof, further lying in the Northwest One-Quarter of Section 11, Township 4 South, Range 69 West of the 6th Principal Meridian, City of Lakewood, County of Jefferson, State of Colorado.

with all its appurtenances, and hereby warrant(s) the title to the same against all claims by, through or under grantor herein, subject to easements, rights-of-way and restrictions of record, if any.

FOR MUNICIPAL PURPOSES P.M. No.: 11-4-69-415 ACCEPTED FOR CITY OF LAKEWOOD By: ______________________	Res. No.: 2025-xxx Tax Schedule No.: 300124234 Quarter Sec. No.: 49-112

IN WITNESS WHEREOF, GRANTOR has executed this Agreement on this ______ day of __________________, 2025.

GRANTOR:

Urban Drainage and Flood Control District
d/b/a Mile High Flood District

By:______________________________________
Name, Title

STATE OF COLORADO)
) §
COUNTY OF _____________)

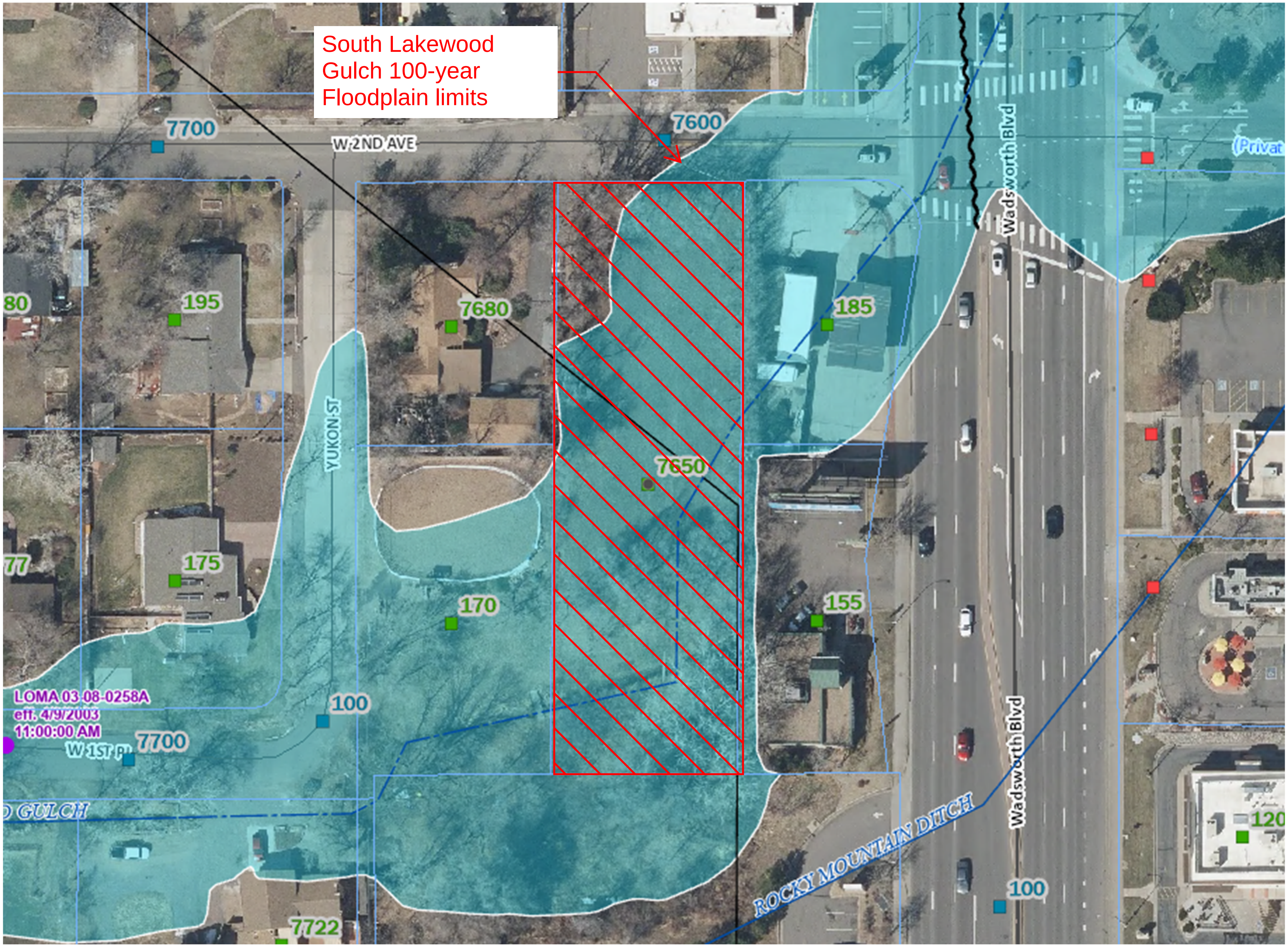
The foregoing instrument was acknowledged before me this _______ day of _______________, 2025, by _____________________.

Witness my hand and seal.

My commission expires: ________________________________

[S E A L]

____
Notary Public



South Lakewood Gulch 100-year Floodplain limits
7700
W 2ND AVE
7600
(Privat
Wadsworth Blvd
80
195
7680
185
YUKON ST
7650
77
175
170
155
LOMA 03-08-0258A
eff. 4/9/2003
11:00:00 AM
100
W 1ST PL
7700
D GULCH
Wadsworth Blvd
120
ROCKY MOUNTAIN DITCH
100
7722

2480 W. 26th Ave Suite 156-B | Denver, CO 80211
TEL 303 455 6277 | FAX 303 455 7880
www.mhfd.org

To: District Staff

From: David Bennetts
Engineering Services Manager

Date: February 10, 2020

Subject: Fact Sheet - Policy Regarding Preservation of Floodways and Floodplains, and the Purchase of the Land for Future Improvements

---

The purpose of this fact sheet is to provide some insight on the District's Policy regarding the preservation of floodways and floodplains through the District's Property Acquisition Reserve.

History

In 1979, the Colorado State Legislature assigned the District four-tenths of a mill to be used for "maintenance and preservation of floodways and floodplains." The District's Board of Directors initially adopted this policy in 1989, which stated that property acquisition is an important tool, for use in specific cases, to ensure the maintenance and preservation of floodplains and floodways. The intent was also to reserve land for future drainage and flood mitigation improvements. In 1989, an identified preservation account was created in the Maintenance Fund, and through the years, a number of properties have been acquired using this policy and these maintenance funds.

The Policy has been amended a number of times over the years, resulting in some conflicting language and implementation problems. In addition, the level of funding was not able to keep up with the rising cost of property, which did not allow for effective use of the policy. The Board addressed this by adopting Resolution No. 69, Series of 2019, which updated the language of the existing Policy, and providing a sufficient reserve moving forward. In order to use the funds in this reserve, the District's Board of Directors must approve each proposed property acquisition by resolution.

Funding

The Board has set the new funding limit for this Property Acquisition Reserve at 3% of the District's annual revenue moving forward. Beginning in 2020, the reserve shall be administered with the intent that each county's expenditures are pro rata to the District's revenue share from that county over the history of the Reserve. If it becomes apparent that certain counties are not benefitting from the Property Acquisition Reserve, increases may be made to those counties' maintenance budgets until pro rata equity is achieved, under the guidance of the Board of Directors.

Use of the Funds

The Property Acquisition Reserve may be used for the following purposes only when other existing methods of preserving the floodplain or floodway, such as floodplain regulations, subdivision regulations, public land dedication requirements, etc., have been exhausted:

- As a last resort to prevent unsafe development from occurring in floodplains and floodways
- To preserve right-of-way for future drainage and flood mitigation improvements, identified in masterplans, when the right-of-way is in danger of being developed
- To prevent unsafe development downstream of detention facilities
- To purchase severely damaged properties after flooding as a part of a planned recovery efforts
- To preserve channel and floodplain storage when called for in a master plan
- When available for purchase from a willing seller, to acquire property and remove structures from the floodplain or floodway when called for in a master plan or final design
- To obtain right-of-way necessary to perform maintenance of floodplains and floodways
- To preserve flood routing capabilities of inadvertent detention facilities, when agreement for such preservation has been made between the District and the affected local governments
- To purchase properties in imminent danger of flood or flood-related damage
- Other similar purposes where preservation is in the best interests of the goals and objectives of the District and the local government

When the Property Acquisition Reserve is used to preserve right-of-way for a future flood mitigation project listed in the District's current five-year Capital Improvement Plan (CIP), that project may be required to reimburse the Property Acquisition Reserve when the project commences, subject to a decision by the Board. This reimbursement rate will be subject to the percentages set in the IGA with the local government for the CIP project, typically 50% -50% split, requiring the local government to reimburse 50% of the acquisition cost.

The Property Acquisition Reserve may also be used to acquire undeveloped floodplains in order to preserve them in their natural state. For such acquisitions, the District may contribute funds in an amount up to the lesser cost of 100% of the delineated floodplain portion of the floodplain property, or 50% of the entire floodplain property.   All property acquired for purposes other than future construction right-of-way shall be utilized in a manner beneficial to the public, and consistent with the flood hazard such as recreation and open space. The District will attempt to work with appropriate agencies, such as parks and recreation departments and districts to provide for beneficial utilization of the acquisitions.

Once a property is acquired, Property Acquisition Reserve can be used for removal of any structures that remain on the property, site cleanup and grading, revegetation, and any fencing that may be required to secure the property. Once this work is complete, it is the responsibility of the local government receiving the property to maintain the property moving forward.

Process

Once a property has been identified, the District will work with the local government to determine the market value of the property, provide an environmental assessment (as needed) of the property to ensure it is free from contaminants, and negotiate the conditions of the sale. The District will typically look to the local government to lead this process through their established procedures for property acquisition, and provide support as requested. In the case that the local government is not able to do this, the District will take the lead, working closely with the local government.

Once the acquisition is complete, the local government, of whom has jurisdiction, shall own the acquired property either in a fee or in a non-revocable easement, of which they shall be responsible for as well. For each property acquired under this Policy, District will enter into an agreement with the local government having jurisdiction to ensure that the property shall not be used for any purpose that will diminish or preclude its natural state as a preserved floodplain or its use for drainage and flood mitigation purposes. The agreement will also ensure that the local government having jurisdiction shall not dispose of or change the use of the property without approval of, and reimbursement to District.

STAFF MEMO

DATE OF MEETING: FEBRUARY 10, 2025 / AGENDA ITEM NO. 11

To: Mayor and City Council

From: Alina Walters, Chief Information Officer

Subject: **Renewal of Green Mountain Radio Tower Lease**

SUMMARY STATEMENT: The City of Lakewood is requesting to authorize the execution of an agreement for the lease of property and structures located at 1800 South Indiana Street (also known as Green Mountain) in the City of Lakewood, Colorado, by and between Audacy Colorado LLC and Bonneville International Corporation (the Tenant), and the City of Lakewood, for the purpose of radio broadcasting.

The City has leased the facility to private entities for radio broadcasting services since the ‘70s. The existing lease began in 1976 and is set to expire December 2025, completing a 50-year lease term. The proposed lease has been updated and amended as necessary to reflect current circumstances and, if approved by the City Council, shall continue in full force and effect for an initial period of ten (10) years. Thereafter, this lease shall automatically renew under the same terms and conditions for four (4) successive periods of five (5) years each, and annually thereafter unless otherwise terminated. The combined rent and operational services that will be provided by the Tenant to the City are estimated to fully offset the site’s annual operational cost. As such, no additional budget is being requested as part of this lease renewal.

BACKGROUND INFORMATION: The City of Lakewood owns the radio communications facility located at 1800 South Indiana Street (Green Mountain) in Lakewood, Colorado. This facility provides vital 911 and public safety communications for Lakewood's police department and regional partners in addition to supporting community resources and public works operations.

Since 1976, the City has leased radio tower and facility space to private businesses for the purpose of radio broadcasting. This lease renewal continues to ensure that the City shall continue to use the property for public safety communications and other necessary operations without interruption while granting the Tenant the exclusive right to occupy and use the property for the continued purpose of radio broadcasting.

For reference, Audacy Colorado LLC and Bonneville International are both leading radio broadcasting companies. Some of the Denver radio stations include: 99.5 The Mountain, Alice 105.9, KS 107.5, Denver Sports 104.3, and KOSI 101.1.

The proposed lease clearly defines the responsibilities, terms, and conditions applicable to both the City and the Tenant, ensuring efficient operation and maintenance of this vital asset.

BUDGETARY IMPACTS: Commencing on December 1, 2025 and continuing throughout the term of the lease, the Tenant will pay the City monthly rent. The rent for the 1st year of the lease will be $2,287.61/month, totaling $27,451.32 for the year. The rent will increase annually by 3% to account for inflationary growth.

In addition to the rent, the Tenant will provide the City with approximately $18,300 worth of operational services per year, including covering the costs for security, utilities, infrastructure maintenance, and property upkeep:
- Security: Maintaining the alarm and monitoring system and maintaining perimeter fencing.
- Infrastructure: Maintaining the HVAC system, monitoring building temperature, providing generator access,

and covering all electrical costs for the site.
- Property Upkeep: Maintaining all city-owned property and equipment, and ensuring proper functioning of tower marking and lighting.

The combined rent and operational services are estimated to fully offset the site's annual operational cost. As such, no additional budget is being requested as part of this lease renewal.

STAFF RECOMMENDATIONS: Staff recommends that the City Council authorize the execution of this agreement for the lease of property and structures located at 1800 South Indiana Street (also known as Green Mountain) in the City of Lakewood, Colorado, by and between Audacy Colorado LLC and Bonneville International Corporation (the Tenant), and the City of Lakewood, for the purpose of radio broadcasting, set to commence on December 1, 2025.

ALTERNATIVES: To ensure the continuation of vital 911 and public safety communications for our police department and regional partners, in addition to supporting essential community resources and public works operations, the City would need to build and fund the infrastructure and services currently in place and maintained by the Tenant.

This effort would entail a significant assessment to determine the cost and impacts for the implementation of necessary infrastructure and services for the ongoing operational support of the site. In parallel, funding, staff, and other critical support resources would need to be identified and allocated on an ongoing basis for the successful support of this facility.

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

NEXT STEPS: Upon City Council approval of the lease renewal, the City shall finalize the lease agreement with the tenant.

ATTACHMENTS:
1. Ordinance O-2025-2
2. 2025 Green Mountain Radio Tower Lease

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

O-2025-2

AN ORDINANCE

AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR THE LEASE OF PROPERTY AND STRUCTURES LOCATED AT 1800 SOUTH INDIANA STREET IN THE CITY OF LAKEWOOD, COLORADO, BY AND BETWEEN AUDACY COLORADO, LLC, AND BONNEVILLE INTERNATIONAL CORPORATION, AND THE CITY OF LAKEWOOD, COLORADO

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;

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");

WHEREAS, the City is authorized, pursuant to Article XX of the State Constitution and Section 14.3 of the Charter and its plenary grant of powers as a home rule city, to enter into purchase agreements to lease land, buildings, equipment and other real or personal property of the City;

WHEREAS, the City Council finds and determines that the lease of the subject property is authorized by the Colorado Constitution and the City of Lakewood Charter and is in the best interests of the City and its residents;

WHEREAS, The subject property houses equipment and structures which the City has historically used to broadcast police and emergency communications throughout the City for the benefit and safety of the public;

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 and Charter 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 City Council hereby finds that it is in the best interests of the City and its residents that the prior lease for the property at 1800 South Indiana Street in the City of Lakewood, Colorado, which was for fifty years and expires in December, 2025, should be renewed with updated terms, as set forth within the Lease Agreement which is attached hereto and incorporated herein.

SECTION 2. The City Manager is hereby authorized to sign and approve the attached lease agreement on behalf of the City of Lakewood.

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 within and foregoing Ordinance was introduced and read on first reading at a hybrid regular meeting of the Lakewood City Council on the 27th day of January, 2025; published by title in the Denver Post and in full on the City of Lakewood's website, www.lakewood.org, on the 30th day of January, 2025; set for public hearing to be held on the 10th day of February, 2025; read, finally passed and adopted by the City Council on the 10th day of February, 2025; and signed by the Mayor on the __ day of February, 2025.

____
Wendi Strom, Mayor

ATTEST:

____
Jay Robb, City Clerk

APPROVED AS TO FORM:

____
Alison McKenney Brown, City Attorney

CITY OF LAKEWOOD AGREEMENT TO LEASE REAL ESTATE

THIS AGREEMENT to Lease Real Estate ("**Lease**" or "**Agreement**") is made and entered into on this ____ day of _________________, 2024, by and between Audacy Colorado, LLC ("**Audacy**"), a Delaware limited liability company and Bonneville International Corporation ("**Bonneville**"), a Utah corporation (Bonneville and Audacy are hereinafter, jointly and severally, referred to herein as "**Tenant**") and the City of Lakewood, a municipal corporation of the State of Colorado ("**City**").

WHEREAS, City is the owner in fee simple of certain real property located in the county of Jefferson in the State of Colorado, more fully described in the description attached hereto as Exhibit A and incorporated herein by reference (the "**Land**"), which is commonly known as 1800 South Indiana Street and Green Mountain in Lakewood, Colorado; and

WHEREAS, City is the owner of a tower structure ("**Tower**") and a building ("**Building**") located on the Land, together with all other improvements owned by City, rights of way and easements appurtenant thereto (together with the Land, Tower and Building, the "**Property**"); and

WHEREAS, Audacy has leased the Property pursuant to that certain Lease dated April 14, 1976 ("**Prior Lease**"), which expires on or about December 22, 2025 and desires to continue to lease the Property from City from and after such date in accordance with the terms hereof, and City desires to continue to lease the Leased Property (as defined below) to Tenant on the terms and conditions set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency thereof is hereby acknowledged, the parties hereto agree as follows:

1. TERMINATION OF PRIOR LEASE: Upon the full execution and exchange of signatures of this Agreement, the parties hereto agree that the Prior Lease shall be deemed satisfied in full and terminated in its entirety and replaced by this Agreement from and after the date hereof.

2. FIXTURES: The Building, Tower and all improvements and all plumbing, heating, lighting, electrical, and air conditioning fixtures and equipment and other articles of personal property used on or in connection with the improvements on the Property (as distinguished from the items of personal property incident to the business of Tenant or its Sublicensees (as defined below) now or hereafter located upon the Property, together with all pipes, ducts and electrical lines, whether or not attached or affixed to the Land or Building or improvements thereon (hereinafter referred to as "**Building Fixtures**"), shall be and remain a part of the real estate and shall constitute the property of the City. All of Tenant's trade fixtures and all personal property, fixtures, apparatus, machinery and equipment now or hereafter located upon the Property (other than Building Fixtures) and owned by Tenant or its Sublicensees and not permanently affixed thereto, shall be and remain the personal property of Tenant or its Sublicensees (hereinafter referred to as "**Tenant Equipment**"). Tenant Equipment may be removed from time to time by Tenant or its Sublicensees; provided, however, that if such removal shall injure or damage the Property, Tenant shall repair the damage and place the Property in a manner reasonably satisfactory to the City.

3. TITLE AND ACCESS: The City's ownership of the Property was obtained under a Deed recorded December 21, 1970 in Book 2227 at Page 876 which provides that Property shall be used by the City or its successor or assigns as and for a site for a police radio antenna or communications equipment. The City hereby agrees that it has done nothing, and that it will do nothing during the term of this Lease, which

will be in derogation of said Deed or which will cause title to the demised premises to revert thereunder. The City requires a right-of-way to the Property in order to inspect and service its police communications equipment located thereon. Tenant shall have full access to the Property and all improvements located thereon and shall have the right to inspect and maintain the same, and the City hereby agrees that Tenant shall have at all times a right of ingress and egress by motorized vehicle to the demised premises, and, if required, the City will condemn such easement as is required to enable it to fulfill this obligation and to satisfy its own needs for access.

4. USE:

a. Tenant & Sublicensee Use. Subject to certain rights and obligations of City expressly set forth in this Section 4 and elsewhere in this Agreement, City hereby grants Tenant the exclusive right to occupy and use the Property and related facilities (the "**Leased Property**" or "**Tower Site**") for the purpose of radio broadcasting. Tenant and its sublicensees ("**Sublicensees**") will have the right to maintain, operate, or reconstruct pipes, cables, lines or any other facilities of like character on, under and over the Property. Significant modifications to Tower, Building, other equipment buildings and shelters, and related facilities require city approval. City agrees that Tenant and its Sublicensees shall use, in common with others, the access roads leading to the Tower Site designated by City for ingress and egress from the Tower Site, seven days per week, twenty-four hours per day. City agrees that Tenant's ability to use the Leased Property is contingent upon its ability to obtain and maintain any and all governmental leases, permits, and approvals required or deemed necessary or appropriate by Tenant or its Sublicensees for its use of the Leased Property ("**Governmental Approvals**"). City agrees to cooperate with Tenant and, at Tenant's expense, join in any applications for Governmental Approvals. City specifically authorizes Tenant and its Sublicensees to prepare, execute and file all necessary or appropriate applications to obtain Governmental Approvals for its use under this Lease. During the term of this Lease, Tenant shall be the exclusive operator on the premises for radio broadcasting services.

b. City Use: During the term of this Lease, City will be the manager and operator of the communication structures on the property and shall use the Property and related facilities (the "**Leased Property**" or "**Tower Site**") for the purpose of public safety communications, which may include a police radio antenna or communications equipment or both or other communications equipment or facilities. Tenant understands and agrees that the City's operation of public safety communications through the antennae and radio equipment on the Property constitutes an essential government function. Tenant shall make all reasonable efforts to maintain sufficient capacity for the City's use, such that the essential government function of public safety communications are not restricted throughout the life of this Agreement; provided, however, in no event shall Tenant be required to modify the tower, generator or building to create additional capacity. In addition, the City reserves the right, from time to time and at any time, to enter into such intergovernmental or other agreements with other municipal corporations, quasi-municipal corporations, counties or other public entities for the use of the facilities on the Property, including the Tower and Building by either the City or any such entity or entities or any corporation or other entities formed thereby for communication equipment and antennae for the purposes of any such entity or all of them ("**City Subtenants**"). All of City's rights under this subsection (b) are subject to available capacity that then exists and any such installation and maintenance of related equipment shall be at no cost or expense to Tenant.

c. Interference. All parties recognize that each, and their respective Sublicensees and City Subtenants have licenses to use certain frequencies from the FCC and that any change in the operation or location of sub transmission equipment relating to a frequency by any one party must be done with due regard for the licenses held by the other parties in accordance with FCC rules.

5. TERM AND RENEWAL. This Lease shall become effective as of the date first written above ("**Effective Date**") and shall continue in full force and effect for an initial period of ten (10) years. Thereafter, this Lease shall automatically renew under the same terms and conditions for four (4) successive periods of five (5) years each unless written notice from either party is given to the other party no less than two (2) years prior to the termination of the then-current term in effect. Upon the natural expiration of all of the four (4) renewal periods,

this Lease shall automatically continue for successive periods of one year each unless terminated by either party by providing written notice to the other party no less than 180 days prior to the end of the then-current one-year period. (Collectively, the "**Term**").

6. RENT. Commencing on December 1, 2025 and continuing throughout the Term, Tenant will pay City, on the first day of each calendar month, a monthly rent of $2287.61. The monthly lease payment shall be adjusted on every anniversary of the Rent Commencement Date by increase of three (3) percent over the preceding monthly rent. In addition to the foregoing rent, Tenant agrees to allow City to connect City Equipment to Tenant's generator and Tenant's electrical meter; provided, however, that additional City Equipment may only be connected to Tenant's generator and electrical meter if available capacity then exists (to be determined in Tenant's sole but reasonable discretion).

7. UTILITIES AND TAXES. Tenant and City shall each pay their own equitable share of charges and assessments for water, heating, sewage disposal, gas, and other utilities used on, or in connection with, the Tower Site to the extent any such utilities are available or become available during the Term, provided, however, that Tenant agrees to pay the entire costs of electrical power to operate the Tower Site to accommodate Tenant's and City's permitted uses under this Agreement as set forth in this Agreement. Notwithstanding the foregoing, as long as City does not have its own electrical power meter on the Tower Site, Tenant shall permit City to utilize electrical power distributed to Tenant via Tenant's meter provided that such usage is consistent with City's historical usage and provided that the ratio between the rate for such electrical power and Tenant's rent under Section 6 does not materially change. All taxes and assessments which are due and owing or have become a lien upon the Property shall be paid by City. Tenant shall have the right to cure and remedy any future unpaid and delinquent taxes or liens owing upon the Property and subtract a like amount, along with any reasonable costs and fees arising from the processing of such payments, from any future payments payable to City. Tenant shall be solely responsible for all taxes directly attributable to personal property and improvements owned by Tenant and its Sublicensees.

8. MAINTENANCE/IMPROVEMENTS.

a. Tenant Responsibilities. Tenant, at its sole cost and expense, shall be solely responsible for all maintenance, repairs and replacements and other responsibilities with respect to the following at the Tower Site:

i. an electronic alarm and monitoring system designed to alert City to unauthorized entry into the Building and such other alarms and security systems that Tenant deems desirable from time to time;

ii. reasonably inspect the Tower and related facilities from time to time to confirm compliance with FCC requirements;

iii. notify the City of any damages observed to City's equipment on the Property;

iv. the HVAC system in Tenant's equipment room in the Building (including, without limitation, maintaining an annual maintenance contract);

v. monitoring the temperature in the Building;

vi. the Tenant-owned generator (including keeping it fueled at all times);

vii. electrical power costs for the entire site for Tenant's use and, as set forth in Section 7, City's use;

viii. the perimeter fencing of the Leased Property;

ix. all personal property and equipment owned by Tenant and its Sublicensees; and

x. maintaining Tower marking and lighting in good order and repair.

b. City Responsibilities. City, at its sole cost and expense, shall be responsible for all structural components, foundations, bearing and other walls, floors, subfloors, ceilings, roofs, windows, and entrances of the Building and the Tower and any electrical, gas and plumbing systems serving the Building, and all City owned and operated equipment, except as otherwise expressly set forth in subsection (a) above.

c. Tenant agrees not to hold or attempt to hold the City liable for any injury or damage, either proximate or remote, occurring through or caused by fire, water, hail or any other catastrophe.

d. Tenant and City shall comply with any and all laws, statutes, ordinances or other governmental requirements applicable to their use of the Tower Site, including, without limitation, laws governing the transmission or operation of radio communications systems and related equipment, OSHA, the FAA, and the FCC.

9. MORTGAGES/SALE OF PROPERTY. City agrees that in the event that the Leased Property is sold, mortgaged or otherwise encumbered, said conveyance shall be subject to the terms and conditions of this Lease and Tenant's right of occupancy thereunder so that Tenant shall not be affected by any such sale or foreclosure on any mortgage on the Property.

10. DEFAULT: If either party shall violate any provision herein, then the non-violating party shall notify the violating party with service of such notice to be made either (a) by delivering a copy of the notice to the violating party via overnight courier, or (b) by mailing same by certified main postage prepaid return receipt requested. The violating party shall have thirty (30) days from the receipt of the notice to cure any violation as stated in the notice, provided however, that if such violation is not capable of being cured within the requisite period of time, then so long as the party charged with the violation has diligently pursued such cure of the violation within the prescribed period, the party shall be given the necessary time to cure the default. Should such violation not be cured by the violator within the requisite period of time described herein, then the non-violating party may correct the violation and charge-back the violating party or terminate this Lease. In the event of such termination by City, it shall be lawful for the City to re-enter and repossess itself of the Leased Property and to remove therefrom the personal property belonging to or in possession of Tenant and store and dispose of same without prejudice to any claims for breach of covenants hereof, and pursue any other remedies as provided by law. The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to use any other remedy.

11. TITLE, POSSESSION AND QUIET ENJOYMENT: City represents and warrants to Tenant that as of the Effective Date it holds unencumbered and marketable title to the Property and shall deliver possession of the Leased Property to Tenant on the Effective Date. All personal property of Tenant or its Sublicensees shall remain the sole property of Tenant or its Sublicenses. City covenants and warrants that upon the performance of all the terms, conditions and covenants under this Lease, Tenant will have, hold and enjoy the Leased Property. City will not take any action not expressly permitted under the terms of this Lease that will interfere with Tenant's intended use of the Tower Site nor will City fail to take action or perform any obligation necessary to fulfill the aforesaid covenant of quiet enjoyment.

12. INDEMNITY; LIMITATION OF LAIBILITY: If the City is made a party to any litigation concerning this Lease or the Leased Property or the occupancy or use thereof by the wrongful action of Tenant or its licensees, then Tenant shall indemnify and hold harmless the City from all liability by reason of such litigation, including reasonable attorneys' fees and expenses incurred by the City in any such litigation, whether or not any such litigation is prosecuted to judgment. Notwithstanding anything to the contrary, a party shall not be responsible or liable to the other for any loss or damage arising from any claim to the extent attributable to a third party, vandalism or for any structural or power failures or destruction or damage to the Tower Site except to the extent caused by the joint, concurrent, sole or gross negligence, or willful misconduct of such party. Notwithstanding anything to the contrary in this Lease, Tenant and City each hereby waive the right to recover consequential (including lost profits), punitive, exemplary and similar damages. Notwithstanding anything to the contrary in this Agreement, in no event shall Tenant be liable (whether in contract, tort or otherwise) for any loss, damages or consequences resulting from the failure of the Generator to operate or provide electricity in the event of a power failure at the Tower Site. City acknowledges that this limitation of liability is an essential term of this

Agreement. The terms of this section shall survive the expiration or earlier termination of this Agreement. The obligations in this paragraph shall survive the expiration or earlier termination of this Agreement.

13. INSURANCE. Tenant shall maintain during the Term, general comprehensive liability insurance of at least $1,000,000 per occurrence and an umbrella policy of no less than $5,000,000, naming City as an additional insured. Upon request by City from time to time, Tenant shall deliver a certificate of insurance evidencing such coverage and the City's status as an additional insured. Such policy shall provide that the same may not be canceled except upon 30 days prior written notice to City. The provisions of this Section 13 shall survive the termination of this Lease with respect to any events occurring on or before termination whether or not claims relating thereto are asserted before or after termination.

14. WAIVER OF SUBROGATION. No party hereto shall be liable to any other party (nor to any insurer or other person claiming by way of subrogation through or under such other party) with respect to any loss or damage to the extent that such other party shall be reimbursed, or has the right to be reimbursed, by insurance carried for such other party's protection with respect to such loss or damage. If requested, each party agrees to furnish appropriate waivers of subrogation.

15. RELATIONSHIP OF PARTIES. Nothing herein contained shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between City and Tenant.

16. ASSIGNMENT/SUBLEASING. The Parties understand that the Assignment/Sublease of Tenant's rights under this Agreement may be necessary for legitimate business purposes, but such rights are not intended to create a source of revenue for Tenant. Therefore, Tenant may sell, assign, sublease or transfer this Lease, in whole or in part, including but not limited to leasing to others the right to transmit and receive by way of the Tower and/or the right to add additional equipment and/or Building within the Leased Property only after such transfer of any right to this Agreement is reviewed and approved by the City; provided, however, that in no event shall City's approval be required in the event of an assignment of each of Tenant's interests in this Agreement to any entity that controls, is controlled by or under common control with the Tenant entity or to an entity which acquires the radio station owned by each Tenant and operating at the Tower Site so long as, in any such event, Tenant shall remain primarily liable to City for the balance of the then-current initial or renewal term, as applicable. The City shall not unreasonably withhold, condition or delay its approval of assignment or transfer of any Tenant rights hereunder unless such proposed transfer materially affects the City's ability to perform essential functions related to public safety communication.

17. MECHANIC'S LIENS. Tenant shall not permit the Leased Property to become subject to any mechanics', laborers' or materialmen's lien on account of labor or material furnished to Tenant or claimed to have been furnished to Tenant or its Sublicensees in connection with work of any character performed or claimed to have been performed on the Property by or at the direction of Tenant or its Sublicensees; provided, however, that Tenant shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claimed lien if Tenant shall give to the City such reasonable security as the City may demand to insure payment thereof and to prevent any sale, foreclosure or forfeiture of the Property by reason of nonpayment thereof; and further provided, however, that upon final determination of the lien or claim for lien Tenant will immediately pay any judgment rendered, with all proper costs and charges, and will at its own expense have the lien fully released and any judgment satisfied. In the event Tenant shall fail to contest the validity of any lienor claimed lien and give security to City to insure payment thereof, or having commenced to contest the same and having given such security, shall fail to have the same released and satisfy any judgment rendered thereon, then the City may at its election (but shall not be required to do so) remove or discharge such lien or claim for lien (with the right, in its discretion, to settle or compromise the same), and any amounts advanced by the City forsuch purpose shall, upon demand, be reimbursed by Lessee, with interest thereon at the rate of 10% per annum from the date of payment thereof.

18. SURRENDER OF POSSESSION: Upon the termination of this Lease, whether by lapse of time, forfeiture or in any other way, Tenant agrees that it will, on demand, at once surrender and deliver up the Leased Property, including all buildings and improvements thereon and the fixtures and equipment belonging to the City, in the same condition as when received normal wear and tear and damage by fire, casualty and acts of God excepted. If after the expiration of the term of this Lease, Tenant shall remain in possession of the Leased Property without any express written agreement as to such holding over or without the execution of a new lease, then such holding over shall be deemed to be a holding over under the terms hereof upon a tenancy from year to year.

19. CASUALTY;CONDEMNATION

a. Casualty. If any part of the Leased Property shall be rendered unusable by reason of damage by fire or other casualty, the rent shall abate for such period in the proportion which the area so rendered untenable bears to the Tenant's ability to operate at full power from the Leased Premises. City shall restore and reconstruct the Tower and the Building damaged by such casualty. If the Leased Property cannot be fully repaired within one hundred eighty (180) days from the date the damage occurred, then, Tenant or City, at their option, may give to the other party thirty (30) days' notice of termination of this Lease.

b. Condemnation. If during the term of this Lease all or any portion of the Leased Property should be taken for any public or quasi-public use under any law, ordinance, or regulation or by right of eminent domain, or shall be sold to the condemning authority under threat of condemnation, this Lease shall terminate and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the notice of the taking of said Property by the condemning authority. Notwithstanding the foregoing, if the Leased Property is not completely taken for any public or quasi-public use as mentioned above, Tenant shall have the right and option to continue this Lease by giving City written notice of continuation within thirty (30) days of such notice of taking. The rent payable hereunder during the unexpired portion of this Lease shall be adjusted equitably. Irrespective of the form in which recovery may be had by law, all rights to damages or compensation shall belong to City in all cases, provided, however that nothing contained herein shall be construed to prevent Tenant from prosecuting in any eminent domain proceedings a claim for relocation expenses and its direct damages.

20. MISCELLANEOUS PROVISIONS.

a. Governing Law. This Lease shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of Colorado, without regard to the choice of law provisions thereof.

b. Notices. All notices, consents, approvals, and other communications given to a party under this Lease shall be in writing to such party at the address written below or at such other address as such party shall designate by notice to the other parties hereto in accordance with this Section and may be delivered personally (including delivery by private courier services, including overnight courier delivery) or by first-class United States mail, postage prepaid, registered or certified mail with return receipt requested, to the party entitled thereto, and shall be deemed to be duly given or made when received

City: City of Lakewood

Attn: ______________________________

Tenant: Audacy Colorado, LLC
4700 South Syracuse St., Suite 1050
Denver, CO 80237
Attn: General Manager

with copy to:

Audacy Colorado, LLC
2400 Market Street, 4th Floor
Philadelphia, PA 19103
Attn: Real Estate – Denver

And

Bonneville International Corporation
7800 East Orchard Road, Suite 400
Greenwood Village, CO 80111
ATTN: Chief Engineer

with copy to:

Bonneville International Corporation
55 North 300 West, 8th Floor
Salt Lake City, UT 84101
ATTN: General Counsel

c. Entire Lease; Disclaimers, Amendments and Waivers. This Lease constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. No amendment, supplement, modification or waiver of this Lease shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Lease shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless expressly agreed to in writing by the affected party.

d. Recordation of Memorandum. At Tenant's request, City agrees to execute a memorandum of this agreement in a recordable form. Upon the termination or expiration of this Lease, Tenant shall immediately upon City's request deliver a release in recordable form of any instruments of record evidencing this Lease.

e. Limited Relationship; Counterparts; Binding; Severability. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent, partnership, joint venture or any association between Tenant and City other than contracting parties. This Lease, and each and every covenant herein, shall extend to and bind the heirs, successors and assigns of the parties. If any portion of this Lease is declared by a court of competent jurisdiction to be invalid or unenforceable, then the remainder and balance of this Lease shall continue in full force and effect.

f. Counterparts; Electronic Signatures & Exchanges. This Agreement may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement. The parties hereto consent and agree that this Agreement may be signed and/or transmitted by e-mail of a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's handwritten signature.

IN WITNESS WHEREOF, Tenant and City have duly executed this Lease as of the date first written above.

CITY	**TENANT, jointly and severally:**
City of Lakewood	Audacy Colorado, LLC

By: ______________________________
Name: ______________________________
Title: ______________________________

By: ______________________________
Name: ______________________________
Title: ______________________________

Bonneville International Corporation

By: ______________________________
Tanya Vea, President and COO

Exhibit A
Legal Description of the Property

That part of the Northwest one-quarter of Section 19, Township 4 South, Range 69 West, 6th P.M., described as follows: Beginning at a point on the West line of said Section 19, which point is 280.0 feet South of the Northwest corner of said Section 19; thence East at right angles, a distance of 50.0 feet; thence South at right angles, a distance of 50.0 feet; thence West at right angles, a distance of 50.0 feet to a point on the West line of said Section 19; thence North along the West line of said Section 19, a distance of 50.0 feet to the point of beginning,
County of Jefferson, State of Colorado,

STAFF MEMO

DATE OF MEETING: FEBRUARY 10, 2025 / AGENDA ITEM NO. 12

To: Mayor and City Council

From: Lauren Stanek, Senior Assistant City Attorney

Subject: **Municipal Code Updates Concerning Real Property Transactions**

SUMMARY STATEMENT: City staff is proposing amendments to four sections of the Lakewood Municipal Code to reflect current practices within the City. Ordinance O-2024-XX amends Title 12, Sections 12.17.030, 12.19.020, 12.19.030 and Title 14, Section 14.13.060 of the Lakewood Municipal Code**,** which will standardize real estate transactions, and will bring the amended Code sections into compliance with current City practices.

BACKGROUND INFORMATION: City staff is proposing amendments to four sections in the Lakewood Municipal Code to include: Title 12, Sections 12.17.030, 12.19.020, 12.19.030 and Title 14, Section 14.13.060. These amendments would result in the following changes:

- L.M.C. 12.17.030: This proposed amendment changes the language in this subsection from "Finance Department" to "issuing department," which is necessary because many other City departments are required to create and review permit application forms and ultimately issue permits. Because this duty is not the sole responsibility of the Finance Department, the proposed amendment to "issuing department" reflects the current City process.
- L.M.C. 12.19.020: This proposed amendment changes the language in subsection A to include "City-owned property" and replaces "Finance Director/City Treasurer" with "City Manager or designee." Additionally, the proposed amendment adds subsection E to the Code, which creates enforcement language, allowing the City to adequately respond to violations of this section. Again, these changes reflect the current City process and will allow the City to deny, remove, or license encroachments onto City-owned property, including those on parkland which is currently now allowed by section 12.19.020. Lastly, the addition of the enforcement language in subsection E allows the City to have the ability to enforce the requirements of this section and remove any unapproved or unpermitted improvements in public right-of-way or on City-owned property.
- L.M.C. 12.19.030: This proposed amendment stems from changes to LMC 12.19.020 discussed above, and again modifies the Code to allow the "City Manager or designee" rather than the "Chief Financial Officer" to approve revocable license agreements in the public right-of-way and on other City-owned property. The amendments also remove references to the "Property Management Department" as it no longer exists. Because other City departments are required, at times, to issue revocable license agreements, the proposed language amendments reflect the current City processes. Lastly, the proposed language removes additional references to the renewal term and renewal fees because the terms will vary depending on the type of revocable license agreement.
- L.M.C. 14.13.060: The proposed amendments change the title of the subsection and the language in subsection F. Specifically, the proposed amendments include tax sale parcels not exceeding five thousand dollars and account for other types of conveyances of real property to the City and not just those required by an applicant's public improvement requirements. Lastly, the acceptance box is updated to reflect the current City requirements.

BUDGETARY IMPACTS: None.

STAFF RECOMMENDATIONS: Approval of the Ordinance.

ALTERNATIVES: The City Council could decide not to adopt Ordinance O-2025-3.

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

NEXT STEPS: If adopted, City staff will begin implementing and enforcing Ordinance O-2025-3.

ATTACHMENTS:

1. Ordinance O-2025-3
2. Ordinance O-2025-3 - Redline

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

O-2025-3

AN ORDINANCE

AMENDING THE LAKEWOOD MUNICIPAL CODE TO INCLUDE UPDATES TO TERMS AND PROCESSES ASSOCIATED WITH REAL PROPERTY TRANSACTIONS, INCLUDING SECTIONS 12.17.030, 12.19.020, 12.19.030, AND 14.13.060 OF THE LAKEWOOD MUNICIPAL CODE

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 Lakewood City Charter Section 14.3 the City Council has the authority to establish practices and procedures regarding the lease, sale and disposal of real property;

WHEREAS, amendments to Sections 12.17.030, 12.19.020, 12.19.030, and 14.13.060 of the Lakewood Municipal Code (the Code), will bring the Code into alignment with current City practices and officers associated with the processing of real property transactions by the City; 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 any particular proposal related to this proposal identified herein.

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

SECTION 1. Sections 12.17.030, 12.19.020, 12.19.030, and 14.13.060 of the Lakewood Municipal Code are hereby amended as follows:

12.17.030 - Permit fee.

A permit application form shall be obtained from the issuing department. Processing of the initial permit requires a non-refundable fee of $100.00. Any future increase or decrease in said fees shall be by the adoption of a resolution by City Council. Permit terms and renewals under this Section shall be determined by the issuing department and reflected in the permit application form or related documents. Any future increase or decrease in application or renewal fees shall be by the adoption of a resolution by City Council.

12.19.020 - Revocable License Agreement.

A. No person shall construct any improvement, such as fences or mailbox pillars, or place any object, such as commercial-type trash dumpsters, in the public right-of-way or on City-owned property without first obtaining a Revocable License Agreement approved by the City Manager or designee.

B. This ordinance shall not apply to trash receptacles that are placed adjacent to the traveled lanes for removal on the scheduled date of pick-up.

C. A fee for processing the Revocable License Agreement shall be set by City Council resolution from time to time.

D. The Revocable License Agreement granted by the City of Lakewood is revocable at will by the City of Lakewood.

E. Any improvements or objects placed or constructed in the public right-of-way or on City-owned property are subject to removal by the City with costs assessed to the person, firm, corporation, or association responsible. The City may also:

    1. Issue a cease-and-desist order;

    2. Issue a summons and complaint to be heard in Lakewood Municipal Court;

    3. Petition the Jefferson County District Court for the issuance of a preliminary or permanent injunction, or both, and seek compensation for any damage caused by such placement or construction, including any fines levied against the City of Lakewood as a result of such violation; and/or

    4. Treat the violation as a nuisance. Any encroachment of the public right-of-way or City-owned property is declared to be a nuisance and may be abated, if the City so chooses, under the provisions of 9.80 of the Lakewood Municipal Code relating to the abatement of nuisances.

12.19.030 - Procedure for Approval.

A. An application form shall be obtained from the City Manager or designee.

B. The application form shall be completed and returned to the City Manager or designee for review with the applicable fee.

C. The City Manager or designee shall forward copies of the application to all appropriate departments for review and comment.

D. Upon approval by appropriate departments, the City Manager or designee shall prepare the Revocable License Agreement to be signed first by the applicant with final signature by the City Manager or designee.

14.13.060 - Acceptance of public improvements or interest in real property.

A. After completion of all improvements to be constructed pursuant to a public improvements agreement, the applicant shall request, by certified letter addressed to the City Engineer, that the City Engineer issue a certificate of acceptance to said applicant. At his discretion the City Engineer may, by written notice, require said request to be accompanied by a letter from a registered professional engineer stating that said improvements have been completed and installed in accordance with the public improvements agreement, the approved final engineering construction plans, and the applicable design standards of the city. The City Engineer may also require a submission of as-built drawings certified by said registered professional engineer.

B. The City Engineer shall, within 30 days after receipt of said written request, cause the improvements to be inspected. If the City Engineer determines that all improvements are completed without significant defects and that they comply with the provisions of any applicable engineering standards and public improvements agreement, the City Engineer shall issue the certificate of acceptance.

C. If the City Engineer determines that any improvements are not complete, or if they are complete, that they contain significant defects, the City Engineer shall inform the applicant, by certified mail, of the improvements requiring completion or repair, and shall not issue a certificate of acceptance until the specified improvements are completed or repaired. Upon receipt of this written notice, the incomplete or defective public improvements shall be completed or repaired within 45 calendar days unless extended by the City Engineer. Requests for extension shall be by certified mail addressed to the City Engineer, and shall be made on the basis of inclement weather or other similar circumstances beyond the applicant's control.

D. All public improvements shall be completed by the applicant by a date to be determined by the City Engineer, which date shall be incorporated into the applicable public improvements agreement. If no certificate of acceptance has been issued prior to said date, the city may construct, complete, or repair any public improvements required under such agreement and may apply the collateral required by section 14.13.080 to pay the costs of completion, correction, or repair, or may employ any other lawful remedy to secure completion, correction, or repair of such improvements. Upon completion, correction, or repair of such improvements, the City Engineer shall issue a certificate of acceptance thereof, provided the city has received the full amount of all funds necessary to pay for such completion, correction, or repair from the applicant or the applicant's collateral.

E. Within one year from the date of issuance of the certificate of acceptance, the applicant shall repair any defect discovered in any improvements for which a certificate of acceptance has been issued; provided that written notice of such defect has been provided to the applicant by the City Engineer. If any such defect is not repaired within 45 days of notice thereof, the city may correct said defect and may apply the collateral required by section 14.13.080 to pay the costs of such repairs, or may employ any other lawful remedy to secure correction and repair of such defect and to recover any costs incurred by the city in doing so.

F. Dedications or conveyances of rights-of-way, easements, access rights, tax sale parcel(s) not exceeding five thousand dollars ($5,000.00), and all other interests in real property conveyed to the City by an applicant as part of the applicant's public improvement requirements or at the determination of City Staff that the conveyance is in the best interests of the City shall be submitted to the City Manager or designee. Acceptance by the City Manager or designee shall constitute acceptance by the City. The face page of the conveyance instrument shall contain a reference to Ordinance No. O-2025-03, and the appropriate tax schedule number to aid the county assessor in removing the property from the county tax rolls. A sample acceptance format is as follows:

[Purpose]	Ordinance/Resolution: [Insert No.]
P.M. No.	Case No.
ACCEPTED FOR CITY OF LAKEWOOD	Tax Schedule No.
By: ______________________________	Quarter Sec. No.

SECTION 2. 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 such remaining portions or application of the Ordinance are not determined by the court to be inoperable.

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

I hereby attest and certify that within and foregoing Ordinance was introduced and read on first reading at a hybrid regular meeting of the Lakewood City Council on the 27th day of January, 2025; published by title in the Denver Post and in full on the City of Lakewood's website, www.lakewood.org, on the 30th day of January, 2025; set for public hearing to be held on the 10th day of February, 2025; read, finally passed and adopted by the City Council on the 10th day of February, 2025; and signed by the Mayor on the __ day of February, 2025.

____
Wendi Strom, Mayor

ATTEST:

____
Jay Robb, City Clerk

APPROVED AS TO FORM:

____
Alison McKenney Brown, City Attorney

O-2025-3

AN ORDINANCE

AMENDING THE LAKEWOOD MUNICIPAL CODE TO INCLUDE UPDATES TO TERMS AND PROCESSES ASSOCIATED WITH REAL PROPERTY TRANSACTIONS, INCLUDING SECTIONS 12.17.030, 12.19.020, 12.19.030, AND 14.13.060 OF THE LAKEWOOD MUNICIPAL CODE.

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 Lakewood City Charter Section 14.3 the City Council has the authority to establish practices and procedures regarding the lease, sale and disposal of real property;

WHEREAS, amendments to Sections 12.17.030, 12.19.020, 12.19.030, and 14.13.060 of the Lakewood Municipal Code (the Code), will bring the Code into alignment with current City practices and officers associated with the processing of real property transactions by the City; 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 any particular proposal related to this proposal identified herein.

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

SECTION 1. Sections 12.17.030, 12.19.020, 12.19.030, and 14.13.060 of the Lakewood Municipal Code are hereby amended as follows:

12.17.030 - Permit fee.

A permit application form shall be obtained from the ~~Finance Department~~ issuing department. Processing of the initial permit requires a non-refundable fee of $100.00. ~~The permit may be renewed by the permittee for three consecutive years for use at the location granted on the permit. The renewal fee shall be $25.00.~~ Any future increase or decrease in said fees shall be by the adoption of a resolution by City Council. Permit terms and renewals under this Section shall be determined by the issuing department and reflected in the permit application form or related documents. Any future increase or decrease in application or renewal fees shall be by the adoption of a resolution by City Council.

12.19.020 - Revocable License Agreement.

A. No person shall construct any improvement, such as fences or mailbox pillars, or place any object, such as commercial-type trash dumpsters, in the public right-of-way or on City-owned property without first obtaining a Revocable License Agreement approved by the City Manager or designee.

B. This ordinance shall not apply to trash receptacles that are placed adjacent to the traveled lanes for removal on the scheduled date of pick-up.

C. A fee for processing the Revocable License Agreement shall be set by City Council resolution from time to time.

D. The Revocable License Agreement granted by the City of Lakewood is revocable at will by the City of Lakewood.

E. Any improvements or objects placed or constructed in the public right-of-way or on City-owned property are subject to removal by the City with costs assessed to the person, firm, corporation, or association responsible. The City may also:

1. Issue a cease-and-desist order;

2. Issue a summons and complaint to be heard in Lakewood Municipal Court;

3. Petition the Jefferson County District Court for the issuance of a preliminary or permanent injunction, or both, and seek compensation for any damage caused by such placement or construction, including any fines levied against the City of Lakewood as a result of such violation; and/or

4. Treat the violation as a nuisance. Any encroachment of the public right-ofway or City-owned property is declared to be a nuisance and may be abated, if the City so chooses, under the provisions of 9.80 of the Lakewood Municipal Code relating to the abatement of nuisances.

12.19.030 - Procedure for Approval.

A. An application form shall be obtained from the ~~Finance Department, Property Management Section~~ City Manager or designee.

B. The application form shall be completed and returned to ~~Property Management~~ the City Manager or designee for review with the applicable fee.

C. ~~Property Management~~ The City Manager or designee shall forward copies of the application to all appropriate departments for review and comment.

D. Upon approval by appropriate departments, ~~Property Management~~ the City Manager or designee shall prepare the Revocable License Agreement to be signed first by the applicant with final signature by the ~~Chief Financial Officer~~ City Manager or designee.

14.13.060 - Acceptance of public improvements or interest in real property.

A. After completion of all improvements to be constructed pursuant to a public improvements agreement, the applicant shall request, by certified letter addressed to the City Engineer, that the City Engineer issue a certificate of acceptance to said applicant. At his discretion the City Engineer may, by written notice, require said request to be accompanied by a letter from a registered professional engineer stating that said improvements have been completed and installed in accordance with the public improvements agreement, the approved final engineering construction plans, and the applicable design standards of the city. The City Engineer may also require a submission of as-built drawings certified by said registered professional engineer.

B. The City Engineer shall, within 30 days after receipt of said written request, cause the improvements to be inspected. If the City Engineer determines that all improvements are completed without significant defects and that they comply with the provisions of any applicable engineering standards and public improvements agreement, the City Engineer shall issue the certificate of acceptance.

C. If the City Engineer determines that any improvements are not complete, or if they are complete, that they contain significant defects, the City Engineer shall inform the applicant, by certified mail, of the improvements requiring completion or repair, and shall not issue a certificate of acceptance until the specified improvements are completed or repaired. Upon receipt of this written notice, the incomplete or defective public improvements shall be completed or repaired within 45 calendar days unless extended by the City Engineer. Requests for extension shall be by certified mail addressed to the City Engineer, and shall be made on the basis of inclement weather or other similar circumstances beyond the applicant's control.

D. All public improvements shall be completed by the applicant by a date to be determined by the City Engineer, which date shall be incorporated into the applicable public improvements agreement. If no certificate of acceptance has been issued prior to said date, the city may construct, complete, or repair any public improvements required under such agreement and may apply the collateral required by section 14.13.080 to pay the costs of completion, correction, or repair, or may employ any other lawful remedy to secure completion, correction, or repair of such improvements. Upon completion, correction, or repair of such improvements, the City Engineer shall issue a certificate of acceptance thereof, provided the city has received the full amount of all funds necessary to pay for such completion, correction, or repair from the applicant or the applicant's collateral.

E. Within one year from the date of issuance of the certificate of acceptance, the applicant shall repair any defect discovered in any improvements for which a certificate of acceptance has been issued; provided that written notice of such defect has been provided to the applicant by the City Engineer. If any such defect is not repaired within 45 days of notice thereof, the city may correct said defect and may apply the collateral required by section 14.13.080 to pay the costs of such repairs, or may employ any other lawful remedy to secure correction and repair of such defect and to recover any costs incurred by the city in doing so.

F. Dedications or conveyances of rights-of-way, easements, access rights, tax sale parcel(s) not exceeding five thousand dollars ($5,000.00), and all other interests in real property conveyed to the City by an applicant as part of the applicant's public improvement requirements or at the determination of City Staff that the conveyance is in the best interests of the City shall be submitted to the City Manager or ~~his~~ designee. Acceptance by the City Manager or designee shall constitute acceptance by the City. The face page of the conveyance instrument shall contain a reference to Ordinance No. ~~O-83-108~~ O-2025-03, and the appropriate tax schedule number to aid the county assessor in removing the property from the county tax rolls. A sample acceptance format is as follows:

[Purpose] P.M. No. ACCEPTED FOR CITY OF LAKEWOOD By: ______________________________	Ordinance/Resolution: [Insert No.] Case No. Tax Schedule No. Quarter Sec. No.

SECTION 2. 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 such remaining portions or application of the Ordinance are not determined by the court to be inoperable.

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

I hereby attest and certify that within and foregoing Ordinance was introduced and read on first reading at a hybrid regular meeting of the Lakewood City Council on the 27th day of January, 2025; published by title in the Denver Post and in full on the City of Lakewood's website, www.lakewood.org, on the 30th day of January, 2025; set for public hearing to be held on the 10th day of February, 2025; read, finally passed and adopted by the City Council on the 10th day of February, 2025; and signed by the Mayor on the ___ day of February, 2025.

Wendi Strom, Mayor

ATTEST:

Jay Robb, City Clerk

APPROVED AS TO FORM:

Alison McKenney Brown, City Attorney

STAFF MEMO

DATE OF MEETING: FEBRUARY 10, 2025 / AGENDA ITEM NO. 13

To: Mayor and City Council

From: Max Kirschbaum, Director of Public Works

Subject: **Proposal to Add Enhancements to Interchange Project and Paying for their Design**

SUMMARY STATEMENT: Seeking council approval supplemental budget appropriation to fund final design, and associated contract with CDOT's consultant to allow incorporation of the enhancements into the CDOT project bid documents.

BACKGROUND INFORMATION: Sustainability and community development have been working with internal staff and an architect on aesthetic enhancements for the CDOT interchange project. CDOT has many restrictions for art in their projects as well other enhancements. Staff have been working with Al Colussy architects (Wadsworth light rail station and other projects) to develop enhancements that will provide placemaking but also conform to CDOT requirements.

The main enhancements are two lighted spiral structures and landscaping walls. More minor enhancements are art location placeholders and colored tile on bridge abutments, additional art and pedestrian lighting, colored tile in pedestrian underpass and landscaping treatments and irrigation for plant establishment. The actual art would be developed and installed after a future Lakewood art project process.

BUDGETARY IMPACTS: This supplemental request appropriates $460,000 for the design of enhancements at the interchange. Several construction projects in the Capital Improvement Fund are slated for completion in early 2025 and are projected to come in under budget. The resulting savings will be returned to the fund balance, thus offsetting the current design request. Future budgets will need to account for the $3.5 million estimated cost of construction for these enhancements.

STAFF RECOMMENDATIONS: Approve supplemental budget appropriation and contracting with CDOT's consultant to finish the design.

ALTERNATIVES: Reject the proposed aesthetic enhancements and direct staff to proceed with partial enhancements or no enhancements for the CDOT project.

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

NEXT STEPS: If approved by council, budget will be amended and contract signed with consultant for design work to begin.
Final construction costs will be developed and approved through normal budget development process in future years.

ATTACHMENTS: 1. Ordinance O-2025-4

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

O-2025-4

AN ORDINANCE

AUTHORIZING A SUPPLEMENTAL APPROPRIATION OF CAPITAL IMPROVEMENT FUNDS TO THE 2025 ANNUAL BUDGET IN THE AMOUNT OF $460,000.00 AND AUTHORIZING THE EXPENDITURE OF THESE FUNDS BY THE DIVISION OF PUBLIC WORKS TO PAY A CONSULTANT TO DESIGN THE CITY'S DESIRED AESTHETIC ENHANCEMENTS FOR THE US6 AND WADSWORTH INTERCHANGE

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 Colorado Department of Transportation ("CDOT") is implementing a project to redesign and rebuild the US6 and Wadsworth Interchange, with construction anticipated to commence in 2026 (the "Project");

WHEREAS, CDOT will independently fund the Project but the City must pay for the design and construction of any additional aesthetic enhancements it desires to incorporate into the Project;

WHEREAS, the City has identified several aesthetic enhancements it desires to incorporate into the Project;

WHEREAS, the City must hire a consultant, at an estimated cost of $460,000.00, to professionally design the desired aesthetic enhancements;

WHEREAS, the City did not anticipate this expenditure when preparing the 2025 City Budget and the unbudgeted City expenditure requires City Council approval pursuant to Section 3.04.060 of the LMC;

WHEREAS, to meet the timeline for incorporating the desired aesthetic enhancements into the Project, the City must first pay for and obtain the professional design of such enhancements by the third quarter of 2025 so that CDOT can issue their necessary approvals prior to such enhancements being included in the overall Project plans that will be sent out for bid;

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 four hundred sixty thousand dollars ($460,000.00) from the City's Capital Improvement Fund for fiscal year 2025 and authorizes the expenditure of such funds by the Public Works Department for the purpose of obtaining consultant services for the design of the aesthetic enhancements the City desires to incorporate into the US6 and Wadsworth Interchange redesign and rebuild.

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 within and foregoing Ordinance was introduced and read on first reading at a hybrid regular meeting of the Lakewood City Council on the 27th day of January, 2025; published by title in the Denver Post and in full on the City of Lakewood's website, www.lakewood.org, on the 30th day of January, 2025; set for public hearing to be held on the 10th day of February, 2025; read, finally passed and adopted by the City Council on the 10th day of February, 2025; and signed by the Mayor on the __ day of February, 2025.

____
Wendi Strom, Mayor

ATTEST:

____
Jay Robb, City Clerk

Approved as to form:

____
Alison McKenney Brown, City Attorney

STAFF MEMO

DATE OF MEETING: FEBRUARY 10, 2025 / AGENDA ITEM NO. 14

To: Mayor and City Council

From: Max Kirschbaum, Director of Public Works

Subject: **Vacating Right-of-way and Easement Located at 3278 South Wadsworth Boulevard**

SUMMARY STATEMENT: The City of Lakewood Public Works Department recommends vacating an area of South Vance Street Right of way and the adjacent Pedestrian, Utility and Traffic Control Devices (PUTCD) Easement. Neither of these property rights are necessary for current or future plans and these areas do not provide useful access to or continuation of any existing rights-of-way or pedestrian facilities.

BACKGROUND INFORMATION: The subject portion of the 3200 Block of South Vance Street and adjacent easement were acquired by exaction in 1991 from the property located at 3278 South Wadsworth Boulevard as part of a change in property use. When the property interests were acquired in 1991, the City intended to use the South Vance Street right-of-way it had exacted, along with the associated easement, to connect South Vance Street to West Girton Avenue. In 2016, City Staff determined that this connection was not necessary or feasible after the property at 3280 South Wadsworth Boulevard was developed in a manner that made such a connection impossible. Therefore, the right-of-way and easement on the east side of the property at 3278 South Wadsworth Boulevard do not connect to any existing right-of-way or easements and City staff recommends vacating the right-of-way and easement, which will vest the underlying property interests to the adjacent property owners, as determined by the County.

BUDGETARY IMPACTS: None

STAFF RECOMMENDATIONS: Approval of the ordinance.

ALTERNATIVES: If this Ordinance is not approved, the right-of-way and easement will remain land locked with no public access, and maintenance responsibility will remain with the City.

PUBLIC OUTREACH: This item has been promoted through the regular communication channels to be considered by the Lakewood City Council. City Staff has notified the property owner of this pending vacation.

NEXT STEPS: If approved on first reading, the public hearing will be scheduled for February 10, 2025.

ATTACHMENTS:
1. Ordinance O-2025-5
2. Vacation 3278 S Wadsworth Blvd Vicinity Map

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

O-2025-5

AN ORDINANCE

VACATING THE RIGHT-OF-WAY AND EASEMENT LOCATED ON THE EAST SIDE OF THE PROPERTY AT 3278 SOUTH WADSWORTH BOULEVARD

WHEREAS, the South Vance Street right-of-way (the "Subject ROW"), located on the east side of the property at 3278 South Wadsworth Boulevard, does not connect to any portion of South Vance Street or West Girton Avenue as originally intended when the City of Lakewood (the "City") acquired the property in 1991 from the owner of 3278 South Wadsworth Boulevard;

WHEREAS, the entirety of the Subject ROW is currently within the jurisdiction of the City and has never been used as a roadway or for any other public purpose;

WHEREAS, the permanent Pedestrian, Utility and Signage Easement (the "Subject Easement") located on the east side of the property at 3278 South Wadsworth Boulevard was acquired for the anticipated need for sidewalk, utility installations, and traffic control devices to be constructed for the abutting Subject ROW;

WHEREAS, the entirety of the Subject Easement is currently within the jurisdiction of the City and has never been used for any public purpose;

WHEREAS, due to subsequent development of the property located at 3280 South Wadsworth Boulevard, the Subject ROW and Subject Easement cannot meet their original purposes of connecting to West Girton Avenue;

WHEREAS, the City Council finds and determines that the Subject ROW and Subject Easement are no longer needed for any municipal purpose and that the vacation of the same are in the public interest;

WHEREAS, the City Council finds that no land adjoining the Subject ROW and Subject Easement would be left without an established connection to a public road;

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. Pursuant to Title 43, Article 2, Colorado Revised Statutes, and City of Lakewood Case No. VA24-0001, and upon a finding that the Subject ROW and Subject Easement are no longer necessary for use by the public and that no land would, by this vacation, be left without a connection to an established public road, the Subject ROW and Subject Easement described in Exhibit A attached hereto and made a part hereof, are hereby vacated, and title to such property shall vest in conformance with C.R.S. 43-2-302.

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

SECTION 3. After the effective date of this Ordinance, the Lakewood City Clerk shall record a certified copy of this Ordinance, including the attached Exhibit A, with the Jefferson County Clerk and Recorder's office.

SECTION 4. 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 within and foregoing Ordinance was introduced and read on first reading at a hybrid regular meeting of the Lakewood City Council on the 27th day of January, 2025; published by title in the Denver Post and in full on the City of Lakewood's website, www.lakewood.org, on the 30th day of January, 2025; set for public hearing to be held on the 10th day of February, 2025; read, finally passed and adopted by the City Council on the 10th day of February, 2025; and signed by the Mayor on the __ day of February, 2025.

____
Wendi Strom, Mayor

ATTEST:

____
Jay Robb, City Clerk

APPROVED AS TO FORM:

____
Alison McKenney Brown, City Attorney

EXHIBIT A

SOUTH VANCE STREET ROW VACATION

LEGAL DESCRIPTION

A parcel of land being all of South Vance Street right of way described in that warranty deed recorded at Reception No. 91076596 of the records of the Jefferson County Clerk and Recorder, lying in the Southwest One-Quarter (SW¼) of the Southeast One-Quarter (SE¼) of Section 35, Township 4 South, Range 69 West of the 6th Principal Meridian, City of Lakewood, County of Jefferson, State of Colorado, being more particularly described as follows:

The East 36.00 feet of the North 110.00 feet of the North One-Half (N½) of the West One-Half (W½) of the West One-Half (W½) of said SW¼ SE¼, said parcel containing an area of 3,960 square feet, more or less.

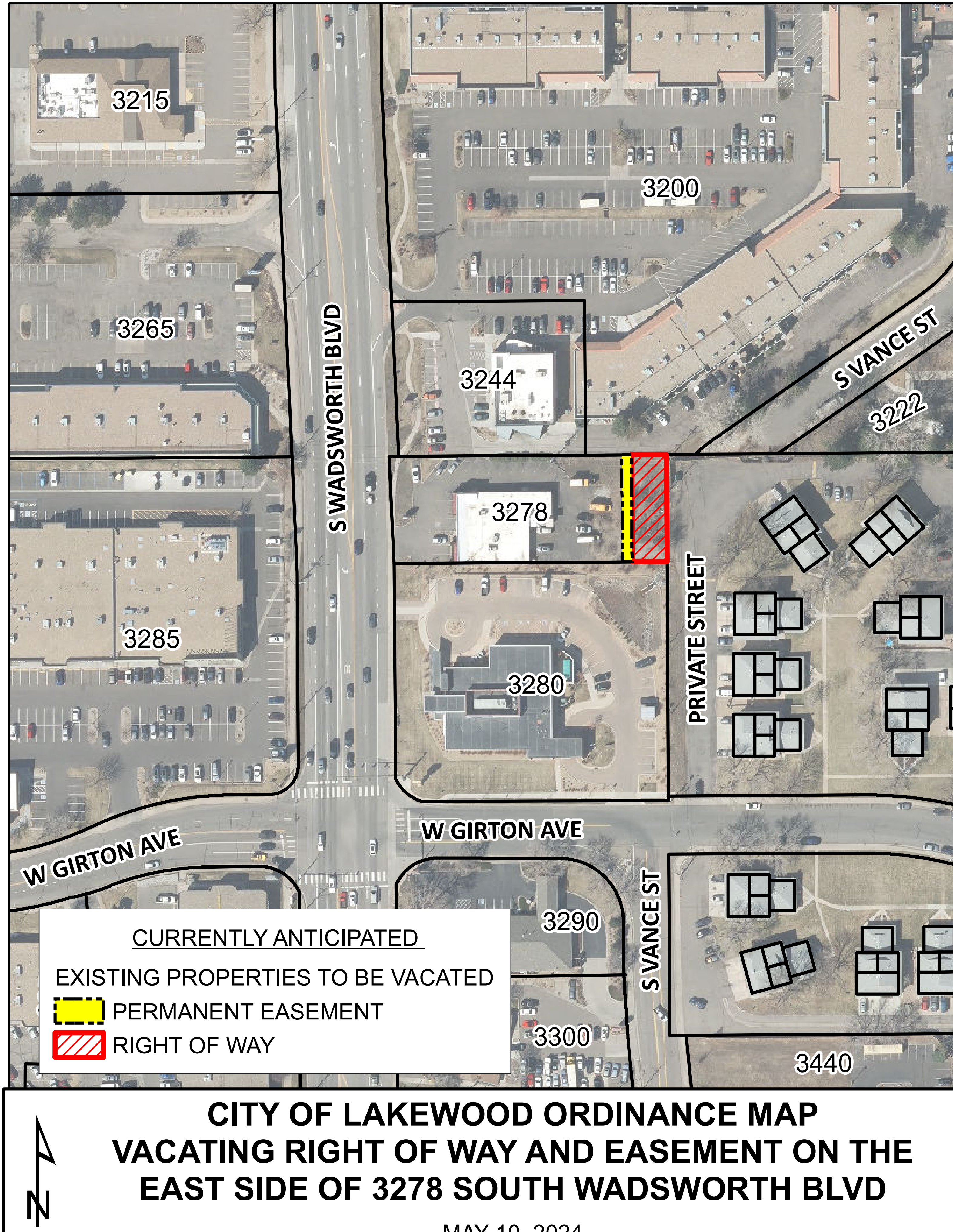
TOGETHER WITH

PERMANENT EASEMENT FOR PEDESTRIAN, UTILITY AND SIGNAGE FACILITIES AND RELATED APPURTENANCES VACATION

LEGAL DESCRIPTION

A parcel of land being all of that permanent easement described in that instrument recorded at Reception No. 91076597 of the records of the Jefferson County Clerk and Recorder, lying in the Southwest One-Quarter (SW¼) of the Southeast One-Quarter (SE¼) of Section 35, Township 4 South, Range 69 West of the 6th Principal Meridian, City of Lakewood, County of Jefferson, State of Colorado, being more particularly described as follows:

The West 10.00 feet of the East 46.00 feet of the North 110.00 feet of the North One-Half (N½) of the West One-Half (W½) of the West One-Half (W½) of said SW¼ SE¼, said parcel containing an area of 1,100 square feet, more or less.



CITY OF LAKEWOOD ORDINANCE MAP
VACATING RIGHT OF WAY AND EASEMENT ON THE EAST SIDE OF 3278 SOUTH WADSWORTH BLVD

MAY 10, 2024

STAFF MEMO

DATE OF MEETING: FEBRUARY 10, 2025 / AGENDA ITEM NO. 15

To: Mayor and City Council

From: Max Kirschbaum, Director of Public Works

Subject: **Intent to Acquire interest in property for the Garrison Street Separated Bike Lane Project north of Alameda Avenue to Cedar Avenue**

SUMMARY STATEMENT: This ordinance would authorize steps necessary to acquire interests in property to construct a separated bike lane on S Garrison St between W Alameda Ave and W Cedar Ave.

BACKGROUND INFORMATION: The City of Lakewood has budgeted funds to construct separated bike lanes on S Garrison Street between W Alameda Ave and W Cedar Ave. The project will extend the separated bikeway network north of W Alameda Ave on S Garrison St to allow a safer bike corridor to W Cedar Ave.

This ordinance declares the city's intent to acquire property interests necessary for the project and initiates the negotiation process between the City and the property owners for necessary property rights. It also authorizes acceptance of conveyance instruments and, if needed, condemnation of property interests. However, condemnation would not occur prior to additional City Council approval by resolution.

A map is attached that conceptually illustrates the property rights that are anticipated to be needed. A permanent easement is required from two properties between W Alameda Ave and W Cedar Ave, and two temporary easements are required. Permanent easements will be located along the eastern edges of 9255 W Alameda Ave and 205 S Garrison St. A permanent easement will also be required along the southern edge of 205 S Garrison St to provide future maintenance to existing drainage facilities. The easements on the east side of the properties are required for widening of S Garrison St to encompass the separated bike lanes and sidewalks on the west side of S Garrison St.

It is anticipated that temporary easements for the construction period, illustrated in green on the maps, will be required from two properties. The temporary easements are required to perform re-grading, tree or shrub removal, and landscape restoration to blend the area behind the new sidewalk into the surrounding site features and yards.

BUDGETARY IMPACTS: The funding for this project was approved in the 2025 budget. No additional funding is necessary. This project is funded by the Capital Improvements Fund.

STAFF RECOMMENDATIONS: Approval of the ordinance.

ALTERNATIVES: If this Ordinance is not approved, the City will not obtain the property rights needed to construct the separated bike lanes. The separated bike lanes between W Alameda Avenue and W Cedar Ave will not be completed.

PUBLIC OUTREACH: This item has been promoted through the regular communication channels to be considered by the Lakewood City Council. City staff has contacted the affected property owners to present the initiation of the design phase of this project. Notification of City Council's consideration of this ordinance has been mailed to each property owner. The notification includes clear language that there could be no discussion of land value at the City Council hearing about this ordinance because this is the very start of the acquisition process and no land values have yet been determined.

NEXT STEPS: If this ordinance is approved, City staff will begin the acquisition process and complete preparation of construction bid documents.

ATTACHMENTS:
1. Ordinance O-2025-6
2. Garrison St Separated Bike Lanes Map Exhibit

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

O-2025-6

AN ORDINANCE

DECLARING THE INTENT OF THE CITY OF LAKEWOOD TO ACQUIRE INTEREST IN PROPERTY FOR PUBLIC PURPOSES FOR THE CONSTRUCTION OF SEPARATED BIKE LANES ON SOUTH GARRISON STREET NORTH OF WEST ALAMEDA AVENUE AND AUTHORIZING NEGOTIATIONS WITH PROPERTY OWNERS, ACCEPTANCE OF CONVEYANCE INSTRUMENTS AND CONDEMNATION OF REAL PROPERTY INTERESTS (SUBJECT TO FURTHER COUNCIL APPROVAL)

WHEREAS, to enhance cyclist safety along South Garrison Street from West Alameda Avenue to West Cedar Avenue, the City of Lakewood (the “City”) desires to implement the South Garrison Street Separated Bike Lanes Project (the “Project”), which will construct separated bike lanes from West Alameda Avenue to West Cedar Avenue (the “Improvements”);

WHEREAS, in order to install the Improvements, the City must acquire certain property interests from the owners of property adjacent to the Project (the “Property Interests”);

WHEREAS, in order to acquire the Property Interests in compliance with State law, the City Council desires to:

a. Declare the City’s intent to acquire the Property Interests for public purposes in fulfillment of the requirements of Section 38-1-121, C.R.S.;

b. Authorize negotiations for, and acquisitions of, the Property Interests;

c. Accept the instruments of conveyance for the Property Interests; and

d. Authorize the City Attorney to initiate condemnation proceedings (subject to further Council approval) to acquire the Property Interests in the event the City is unable to acquire the Property Interests despite good faith efforts to do so;

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 identified herein; 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 any particular proposal related to this proposal identified herein.

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

SECTION 1. The South Garrison Street Separated Bike Lanes Project (the

"Project") will serve a public purpose by enhancing cyclist safety on South Garrison Street from West Alameda Avenue to West Cedar Avenue, and it is necessary to acquire certain Property Interests from adjacent property owners, further described in Section 2 herein, to advance such public purpose.

SECTION 2. It is the intent of the City of Lakewood to acquire the Property Interests in the form of (i) permanent easements; (ii) temporary construction easements; or (iii) any other interests as may be warranted for the Project, with any improvements contained herein. The properties from which the Property Interests are currently anticipated to be acquired are identified in Exhibit A, attached hereto and incorporated herein by this reference. At such time as the City Manager or designee (the "City Manager") confirms that any or all of those parcels identified on Exhibit A are necessary for the Project, the City Manager shall give notice of intent to acquire such Property Interests in conformance with Section 38-1-121, C.R.S.

SECTION 3. The City Manager is hereby authorized to negotiate in good faith to acquire the Property Interests. Negotiations shall be based upon appraisal reports acquired in conformance with Section 38-1-121, C.R.S. or valuations approved by the City Manager. The City Manager is hereby authorized to make offers to any property owner based upon such appraisal reports or valuations to execute agreements for the acquisition of the Property Interests.

SECTION 4. The City Council hereby accepts on behalf of the City, upon recordation, the instruments of conveyance of the Property Interests acquired pursuant to Section 3 above.

SECTION 5. The City's Chief Financial Officer is hereby authorized and directed to pay, upon receipt of appropriate documentation, the amounts set forth in the contracts and agreements provided for herein.

SECTION 6. In the event the City Manager is unable to negotiate an agreement for the acquisition of any necessary Property Interest, despite good faith efforts to do so, the City Manager shall bring to the City Council a resolution identifying the Property Interests to be acquired by condemnation, and the City Council shall thereby authorize or deny the exercise of the City's eminent domain power over such Property Interests pursuant to Section 14.4 of the City of Lakewood home rule charter.

SECTION 7. All interested parties are hereby advised that, in the event the City Council approves the exercise of the City's eminent domain power over one or more Property Interests identified in such resolution, the City Attorney, on behalf of the City, shall commence condemnation proceedings with respect to such Property Interests and shall be authorized to apply to the proper court for immediate possession of the Property Interests to be acquired by condemnation, and the City's Chief Financial Officer and all other officers and agents of the City shall cooperate with the City Attorney in the condemnation action, make any deposits and payments as may be necessary for acquisition of the Property Interests, and pay the costs thereof and any condemnation award as it may be finally determined. The City Attorney shall additionally be authorized to employ such expert witnesses, including appraisers, as the City Attorney determines necessary for the purposes of the condemnation authorized by this Ordinance and the aforesaid resolution, and the City's Chief Financial Officer is directed to pay the costs and expenses of employing such expert witnesses and appraisers.

SECTION 8. Nothing herein is intended to authorize the expenditure of monies in excess of the funds appropriated for the Project.

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 such remaining portions or application of the Ordinance are not determined by the court to be inoperable.

SECTION 10. This Ordinance shall take effect thirty (30) days after final publication.

I hereby attest and certify that within and foregoing Ordinance was introduced and read on first reading at a hybrid regular meeting of the Lakewood City Council on the 27th day of January, 2025; published by title in the Denver Post and in full on the City of Lakewood's website, www.lakewood.org, on the 30th day of January, 2025; set for public hearing to be held on the 10th day of February, 2025; read, finally passed and adopted by the City Council on the 10th day of February, 2025; and signed by the Mayor on the __ day of February, 2025.

____
Wendi Strom, Mayor

ATTEST:

____
Jay Robb, City Clerk

APPROVED AS TO FORM:

____
Alison McKenney Brown, City Attorney

EXHIBIT A

Property Interests for the following addresses:

49-103-13-001
205 s Garrison St
LAKEWOOD, CO 80226

49-103-13-005
9255 W Alameda Ave
LAKEWOOD, CO 80226

CITY OF LAKEWOOD ORDINANCE MAP
PROPERTY INTERESTS FOR ALAMEDA AVE. & GARRISON ST. PROJECT
JANUARY 2025

CITY OF LAKEWOOD ORDINANCE MAP

PROPERTY INTERESTS FOR ALAMEDA AVE. & GARRISON ST. PROJECT

JANUARY 2025

STAFF MEMO

DATE OF MEETING: FEBRUARY 10, 2025 / AGENDA ITEM NO. 16

To: Mayor and City Council

From: Alison McKenney Brown, City Attorney

Subject: **Amending Chapter 14.16 LMC - Parkland Dedication**

SUMMARY STATEMENT: At the January 13, 2025, regular meeting of the Lakewood City Council, the City Council voted unanimously to direct staff to place an ordinance on the agenda for first reading on January 27, 2025, to allow the City Council to review Ordinance 2024-28, also known as Chapter 14.16 of the Lakewood Municipal Code, regarding Park and Open Space Dedication.

BACKGROUND INFORMATION: On September 20, 2024, a citizen-initiative petition was filed with the City Clerk's Office to repeal and replace Lakewood Municipal Code Chapter 14.16 pertaining to Park and Open Space Dedication, and such initiative petition was signed by more than five percent (5%) of the total number of persons registered to vote in Lakewood on the date of the last regular municipal election.

Such citizen initiative was presented to the City Council on second reading as Ordinance 2024-28 at a special meeting held on November 4, 2024.

Pursuant to Lakewood Municipal Code 2.52.110(A), the City Council is required to either adopt as an ordinance any citizen initiative without alteration to the language contained in the initiative petition or, alternatively, to submit the initiated ordinance to a vote of the registered electors at a special election.

A majority of the members of the City Council stated on the record their support for continuing to expand the park and open space area within the City while also expressing reservations about a number of policy, financial and legal elements of the initiative ordinance as written.

Following lengthy debate and discussion a majority of the members of the City Council chose to adopt Ordinance 2024-28 rather than order a special election.

Subsequent to the effective date of Ordinance 2024-28, also known as Chapter 14.16 of the Lakewood Municipal Code, the members of the City Council have acknowledged certain negative consequences and unintended impacts of that Ordinance that they find it necessary to address.

At the January 13, 2025, regular meeting of the Lakewood City Council, the City Council voted unanimously to direct staff to place an ordinance on the agenda for first reading on January 27, 2025, to allow the City Council to review Ordinance 2024-28, also known as Chapter 14.16 of the Lakewood Municipal Code, regarding Park and Open Space Dedication, and make such changes as they see necessary to protect the property, health, welfare, peace or safety of the City of Lakewood.

To provide the City Council with the greatest flexibility to act, this draft ordinance O-25-07:

1. Is titled using the phrase contained in O-24-28 regarding "repeal and replace", but also shows "amend" in parentheses to alternatively allow the City Council to take that action if they should choose;
2. Includes the same language as was included in the body of O-24-28, including formatting and typographical errors, as was adopted on November 4, 2024, with no changes or suggestions from City

staff;
3. Is written as an emergency ordinance to allow the City Council to enact it quickly if they so choose due to current litigation, confusion in the community about how to proceed with acquiring a building permit, and to address the administrative concerns arising out of the preliminary injunction.

BUDGETARY IMPACTS: Potentially significant impacts.

STAFF RECOMMENDATIONS: None

ALTERNATIVES: None presented by staff.

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

NEXT STEPS: Dependent upon action take by the City Council on this measure.

ATTACHMENTS: 1. Ordinance O-2025-07

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

O-2025-07

AN ORDINANCE

AN ORDINANCE TO REPEAL AND REPLACE (OR AMEND) LAKEWOOD MUNICIPAL CODE CHAPTER 14.16 RELATING TO PARK AND OPEN SPACE DEDICATION INCLUDING THE OPTION FOR DEVELOPERS TO PAY A FEE IN LIEU OF PARKLAND DEDICATION, CALCULATION OF OPEN SPACE AND PARKLAND DEDICATIONS, AND VESTING OF RIGHTS/APPLICABILITY.

WHEREAS, on September 20, 2024, a citizen-initiative petition was filed with the City Clerk's Office to repeal and replace LMC Chapter 14.16 pertaining to Park and Open Space Dedication, and such initiative petition was signed by more than five percent (5%) of the total number of persons registered to vote in the City on the date of the last regular municipal election;

WHEREAS, pursuant to Lakewood Municipal Code 2.52.110(A), the City Council is required to either adopt by a majority vote any citizen initiative without alteration to the language contained in the initiative petition or, alternatively, to submit the initiated ordinance to a vote of the registered electors at a special election;

WHEREAS, such citizen initiative was presented to the City Council on second reading as Ordinance 2024-28 at a special meeting held on November 4, 2024;

WHEREAS, a majority of the members of the City Council stated on the record their support for continuing to expand the park and open space area within the City while also expressing reservations about a number of policy, financial and legal elements of the initiative ordinance as written;

WHEREAS, following lengthy debate and discussion a majority of the members of the City Council chose to adopt Ordinance 2024-28 rather than order a special election;

WHEREAS, subsequent to the effective date of Ordinance 2024-28, also known as Chapter 14.16 of the Lakewood Municipal Code, the members of the City Council have acknowledged certain negative consequences and unintended impacts of that Ordinance that they find it necessary to address;

WHEREAS, neither the Lakewood Municipal Charter nor State statute prohibit revising citizen initiatives adopted by the City Council as an ordinance;

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 initiated ordinance contained within the petition;

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 14.16 of the Lakewood Municipal Code is repealed and reenacted (or amended) as follows:

Chapter 14.16 PARK AND OPEN SPACE DEDICATION

Purpose and Intent

The purpose of park and open space land dedication is to guarantee the preservation of wildland and natural habitats so that the citizens of Lakewood and visitors to our city can enjoy and be enriched by communion with nature. Equally important is preserving the birds, trees and other flora and fauna within our parks and open spaces, to protect and sustain the beauty of our natural environment that makes our city unique and alluring. The conservation of wildlife will ensure that our residents can access the rich, natural heritage our city has to offer, and will also protect and maintain wild habitats for future generations. Lakewood's future as a sustainable, regenerative and healthy place to live depends on our preservation of open spaces and parkland.

14.16.010 - Scope and application.

Each development containing residential land uses shall dedicate to the city park sites and open space areas in accordance with the provisions of this title. These requirements apply to all current and future developments including applications in process that do not have all building permits approved and paid for.

14.16.020 - Park standards.

For purposes of this title, the city's park standards shall be a minimum of 10.5 acres of park area per 1,000 anticipated population within the proposed development.

14.16.040 - Calculation of land dedication requirements for park and Open Space.

A. *Parkland Standard.* All residential developers shall provide a minimum of 10.5 acres of park area on site per 1,000 anticipated population.

B. *Density Factor.* To provide an estimated and equitable population standard among different housing types, a density factor (representing average number of persons within the unit type) shall be applied to the calculation as follows:

1. Single-family detached = 3.00

2. Single-family or multi-family attached = 1.50

3. Senior housing = 1.25

C. *Example calculation.*

Proposed development size: 10 acres

Proposed density: 10 units/acre, multi-family attached

Park and open space acreage required:

10 development acres × 10 units/acre × 1.5 density factor × 10.5 acres parkland/1000 people = 1.575 acres of parkland required.

D. *Dwelling Unit Changes.* If an area is replatted prior to construction of the development, and the number of anticipated dwelling units increases or decreases by more than ten percent, the developer shall be required to adjust the amount of parkland dedicated consistent with the aforementioned provisions and formula to provide for the change in units.

E. When the calculation results in land dedication of fewer than 0.3 acre, the parkland dedication required may remain in private ownership. The land area that may remain in private ownership must be added to the project's open space requirement and shall:

1. Not exceed an average slope of 4:1;
2. Be privately maintained; and
3. Be noted on development plans as a fulfillment of parkland dedication requirements.

14.16.050 - Criteria for land eligible for park and open space use.

The following criteria will normally apply in determining what type and nature of land will meet the requirement for dedication:

A. Land that is accessible from two separate locations by standard maintenance vehicles or from one location with a minimum 50-foot frontage;

B. Land or water bodies contiguous to other acceptable parkland or existing parkland;

C. Usable land within the 100-year floodway fringe that would not be inundated in a five-year storm; and

D. Special areas of natural, historical or cultural significance.

14.16.060 - Criteria for land not eligible for park and open space use.

The following criteria will normally apply in determining what type and nature of land will not meet the requirement for dedication:

A. Land required by city's zoning code for private open space;

B. Land used to fulfill requirements of the city's storm drainage ordinances, such as detention ponds, retention ponds or drainageways;

C. Rights-of-way and easements for irrigation ditches, laterals and aqueducts, power lines, pipelines or other public or private utilities without the written permission of the right-of-way owner; and

D. Hazardous geological land area, mineral extraction areas and hazardous wildfire areas.

14.16.070 - Procedure.

A. All land dedications, subdivisions and other residential development shall be met at the time of platting or, if platting is not required, at time of site plan approval.

14.16.080 - Site development standards—General.

A. Land that has been platted as public park and open space, or otherwise dedicated to the city, shall not be used in the development process of adjoining lands, except as stated in subsections (B), (C) and (D) of this section, or as reflected in an approved subdivision grading plan.

B. The developer shall be responsible for the installation of public improvements adjacent to the park site including, but not limited to, curb and gutters, streets, storm drainage facilities, and bridges made necessary by the development. Such public improvements will normally be limited to 210 linear feet per acre of parkland. This does not include park development or tap fees unless such improvements are part of an Improvement Agreement.

C. All slopes shall be stabilized in accordance with acceptable engineering standards to prevent public endangerment, and for ease of maintenance. The maximum slope shall normally not exceed 4:1 or other slope treatment will be required.

D. Sites shall be made easily accessible to the city.

14.16.110 - Severability clause

If any part, section, sentence or clause of this Ordinance shall for any reason be questioned in any court and shall be adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance. Any such part, section, sentence or clause shall not be taken to affect or prejudice in any way the remaining part or parts of this Ordinance.

SECTION 2. Emergency Declaration. The City Council of the City of Lakewood hereby finds, determines and declares that an emergency exists and that this ordinance is necessary for the immediate preservation of public property, health, welfare, peace or safety for the reasons enumerated in the recitals and body of this ordinance, which are incorporated into this Section 2 by reference. The City Council further determines that the adoption of this ordinance as an emergency ordinance is in the best interest of the citizens of the City of Lakewood, but if this emergency ordinance is not adopted by an affirmative vote of two-thirds of all members of the City Council it may still be passed as a regular ordinance in conformance with the provisions of Lakewood City Charter § 7.4, and in that case would go into effect thirty days after approval.

SECTION 3. Severability Clause. 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 within and foregoing Ordinance was introduced and read on first reading at a hybrid regular meeting of the Lakewood City Council on the 27th day of January, 2025; published by title in the Denver Post and in full on the City of Lakewood's website, www.lakewood.org, on the 30th day of January, 2025; set for public hearing to be held on the 10th day of February, 2025; read, finally passed and adopted by the City Council on the 10th day of February, 2025; and signed by the Mayor on the __ day of February, 2025.

____
Wendi Strom, Mayor

ATTEST:

____
Jay Robb, City Clerk

APPROVED AS TO FORM:

____

Alison McKenney Brown, City Attorney

STAFF MEMO

DATE OF MEETING: FEBRUARY 10, 2025 / AGENDA ITEM NO. 17

To: Mayor and City Council

From:

Subject:

SUMMARY STATEMENT:

BACKGROUND INFORMATION:

BUDGETARY IMPACTS: None

STAFF RECOMMENDATIONS: None

ALTERNATIVES: None

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

NEXT STEPS: None

ATTACHMENTS: None

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