

AGENDA
REGULAR MEETING OF THE CITY COUNCIL
480 S. ALLISON PARKWAY
CITY OF LAKEWOOD, COLORADO
HYBRID MEETING
APRIL 28, 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](https://lakewood.org/CouncilVideos)

Lakewood Speaks: Lakewoodspeaks.org

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

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

ITEM 1 – CALL TO ORDER

ITEM 2 – ROLL CALL

ITEM 3 – PLEDGE OF ALLEGIANCE

ITEM 4 – STATEMENT OF CONFLICT OF INTEREST

ITEM 5 – PROCLAMATION - FAIR HOUSING MONTH

ITEM 6 – LAC PROJECT PROPOSAL - EXPANDING COMPOSTING AND FOOD/YARD WASTE IN LAKEWOOD

ITEM 7 – 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
ORDINANCES ON FIRST READING**

ITEM 8 – R-2025-18 – APPOINTING MEMBERS TO THE LAKEWOOD ADVISORY COMMISSION

- ITEM 9 – R-2025-19 – APPOINTING A MEMBER TO THE NOXIOUS WEED LOCAL ADVISORY BOARD**
- ITEM 10 – R-2025-20 – APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE COLORADO DEPARTMENT OF TRANSPORTATION REGARDING THE CITY OF LAKEWOOD'S OPERATION AND MAINTENANCE OF TRAFFIC SIGNALS, INTERSECTION MARKINGS, AND TRAFFIC CONTROL DEVICES ON STATE HIGHWAYS WITHIN THE CITY OF LAKEWOOD**
- ITEM 11 – O-2025-16 – DECLARING THE INTENT OF THE CITY OF LAKEWOOD TO ACQUIRE INTEREST IN PROPERTY FOR PUBLIC PURPOSES FOR THE CONSTRUCTION OF PEDESTRIAN IMPROVEMENTS ALONG SHERIDAN BOULEVARD BETWEEN JEWELL AVENUE AND FLORIDA AVENUE AND AUTHORIZING NEGOTIATIONS WITH PROPERTY OWNERS, ACCEPTANCE OF CONVEYANCE INSTRUMENTS AND CONDEMNATION OF REAL PROPERTY INTERESTS (SUBJECT TO FURTHER COUNCIL APPROVAL)**
- ITEM 12 – O-2025-17 – AUTHORIZING A SUPPLEMENTAL APPROPRIATION TO THE 2025 ANNUAL BUDGET IN THE AMOUNT OF \$180,000 FROM THE FEDERAL SEIZURE FUNDS FOR VEHICLE PURCHASES AND EQUIPMENT**
- ITEM 13 – O-2025-XX – 1ST READING ORDINANCE - SETTING THE SALARIES OF MUNICIPAL COURT JUDGES**
- ITEM 14 – APPROVING MINUTES OF THE CITY COUNCIL MEETINGS**

END OF CONSENT AGENDA

**ORDINANCES ON SECOND READING
AND PUBLIC HEARINGS**

-
- ITEM 15 – O-2025-12 – DECLARING THE INTENT OF THE CITY OF LAKEWOOD TO ACQUIRE INTEREST IN PROPERTY FOR PUBLIC PURPOSES FOR THE CONSTRUCTION OF THE W 1ST AVENUE AND DEPEW STREET LOCAL DRAINAGE PROJECT AND AUTHORIZING NEGOTIATIONS WITH PROPERTY OWNERS, ACCEPTANCE OF CONVEYANCE INSTRUMENTS AND CONDEMNATION OF REAL PROPERTY INTERESTS (SUBJECT TO FURTHER COUNCIL APPROVAL)**
- ITEM 16 – O-2025-13 – DECLARING THE INTENT OF THE CITY OF LAKEWOOD TO ACQUIRE INTEREST IN PROPERTY FOR PUBLIC PURPOSES FOR THE CONSTRUCTION OF THE W 3RD AVENUE LOCAL DRAINAGE**

PROJECT AND AUTHORIZING NEGOTIATIONS WITH PROPERTY OWNERS, ACCEPTANCE OF CONVEYANCE INSTRUMENTS AND CONDEMNATION OF REAL PROPERTY INTERESTS (SUBJECT TO FURTHER COUNCIL APPROVAL)

ITEM 17 – O-2025-14 – AUTHORIZING THE PURCHASE OF REAL PROPERTY LOCATED AT 1275 S. TELLER ST., LAKEWOOD, COLORADO FOR MUNICIPAL PURPOSES, INCLUDING ACCEPTANCE OF A DEED THEREFOR

ITEM 18 – O-2025-15 – AUTHORIZING THE PURCHASE OF REAL PROPERTY LOCATED AT 10500 W. 25TH AVE, LAKEWOOD, COLORADO FOR OPEN SPACE AND PARK PURPOSES, INCLUDING ACCEPTANCE OF A DEED THEREFOR

ITEM 19 – GENERAL PUBLIC COMMENT

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

ITEM 20 – GENERAL BUSINESS

ITEM 21 – MAYOR AND CITY COUNCIL REPORTS

ITEM 22 – ADJOURNMENT

[MEET_FOOT]

PROCLAMATION

FAIR HOUSING MONTH 2025

WHEREAS, the Fair Housing Act, enacted on April 11, 1968, established federal law that created the goal of eliminating racial segregation and ending housing discrimination in the United States; and

WHEREAS, the Fair Housing Act prohibits discrimination in housing based on race, color, religion, sex, familial status, national origin, and disability, and commits recipients of federal funding to affirmatively further fair housing in their communities; and

WHEREAS, our social fabric, the economy, health, and environment are strengthened in diverse, inclusive communities; and

WHEREAS, more than 50 years after the passage of the Fair Housing Act, discrimination persists, and many communities remain segregated; and

WHEREAS, Metro West Housing Solutions, the Lakewood Housing Authority, is recognized by the City of Lakewood as an advocate and provider of equal housing opportunities for all residents; and

WHEREAS, Metro West Housing Solutions is committed to the mission and intent of Congress to provide fair and equal housing opportunities for all; and

WHEREAS, the City of Lakewood is equally committed to being an inclusive and diverse community that promotes and protects fair housing for all.

NOW, THEREFORE, on behalf of the City Council and the people of the City of Lakewood, I, Wendi Strom, Mayor of the City of Lakewood, Colorado, by virtue of the authority vested in me, do hereby proclaim

THE MONTH OF APRIL IS FAIR HOUSING MONTH.

GIVEN under my hand and Seal of the City of Lakewood, this 14th day of April 2025.

Wendi Strom, Mayor

STAFF MEMO

DATE OF MEETING: APRIL 28, 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: 1. LAC Proposal-Composting & Food and Yard Waste

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

Lakewood Advisory Commission

Project Proposal: Expanding composting and food/yard waste programming for Lakewood

Sustainability Subcommittee

Date: 2024-09-03

Amended 1/31/25

Upon hearing residents' interest in curbside composting for food and yard waste reduction and collection, the sustainability subcommittee recommends exploring what comparable municipalities are doing to reduce waste and whether it can be repurposed as a resource through circularity (to include costs). The interrelated areas of personal and community composting will be considered towards reducing these sources of greenhouse gas (methane) emissions and landfill. We propose to research innovative ways to improve infrastructure, contain costs, and boost widespread public education and outreach to increase adoption.

STAFF MEMO

DATE OF MEETING: APRIL 28, 2025 / AGENDA ITEM NO. 7

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: APRIL 28, 2025 / AGENDA ITEM NO. 8

To: Mayor and City Council
From: Jay Robb, City Clerk
Subject: **Appointing Members of the Lakewood Advisory Commission**

SUMMARY STATEMENT: The Resolution appoints three members to the Lakewood Advisory Commission for three-year terms beginning January 1, 2025, and ending December 31, 2027.

BACKGROUND INFORMATION: The Screening Committee held interviews on April 3, 2025, and unanimously recommended three residents to be appointed to the Lakewood Advisory Commission.

Adoption of this resolution will officially appoint Lindsey Hoffman Steward, Adam Krug, and John Wefso to the Lakewood Advisory Commission, to serve three-year terms which began on January 1, 2025, and will end on December 31, 2027.

BUDGETARY IMPACTS: None

STAFF RECOMMENDATIONS: Approval of the Resolution.

ALTERNATIVES: Denial of any or all recommended appointments.

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 the City Council, this board member will be contacted by City staff to receive orientation and begin serving on the Board.

ATTACHMENTS: 1. Resolution-2025-18

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

R-2025-18

A RESOLUTION

APPOINTING MEMBERS TO THE LAKEWOOD ADVISORY COMMISSION

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

SECTION 1. Lindsey Hoffman Steward, a Lakewood resident, is hereby appointed to the Lakewood Advisory Commission to serve a three-year term that commenced on January 1, 2025, and will end December 31, 2027.

SECTION 2. Adam Krug, a Lakewood resident, is hereby appointed to the Lakewood Advisory Commission to serve a three-year term that commenced on January 1, 2025, and will end December 31, 2027.

SECTION 3. John Wefso, a Lakewood resident, is hereby appointed to the Lakewood Advisory Commission to serve a three-year term that commenced on January 1, 2025, and will end December 31, 2027.

INTRODUCED, READ, AND ADOPTED by a vote of _ for and _ against at a hybrid regular meeting of the Lakewood City Council on April 28, 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

STAFF MEMO

DATE OF MEETING: APRIL 28, 2025 / AGENDA ITEM NO. 9

To: Mayor and City Council
From: Jay Robb, City Clerk
Subject: **Appointing a Member to the Noxious Weed Local Advisory Board**

SUMMARY STATEMENT: The Resolution appoints a member to the Noxious Weed Local Advisory Board for a three-year term.

BACKGROUND INFORMATION: The Screening Committee held interviews on April 3, 2025, and unanimously recommended Anne Phelps be appointed to the Noxious Weed Local Advisory Board, to serve a three-year term which will begin on June 1, 2025, and will end May 31, 2028.

BUDGETARY IMPACTS: None

STAFF RECOMMENDATIONS: Approval of the Resolution.

ALTERNATIVES: Denial of the recommended appointment.

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 the City Council, this board member will be contacted by City staff to receive orientation and begin serving on the Board.

ATTACHMENTS: 1. Resolution-2025-19

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

R-2025-19

A RESOLUTION

APPOINTING A MEMBER TO THE NOXIOUS WEED LOCAL ADVISORY BOARD

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

SECTION 1. Anne Phelps, a Lakewood resident, is hereby appointed to the Noxious Weed Local Advisory Board to serve a three-year term that commenced on June 1, 2025, and will end May 31, 2028.

INTRODUCED, READ, AND ADOPTED by a vote of _ for and _ against at a hybrid regular meeting of the Lakewood City Council on April 28, 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

STAFF MEMO

DATE OF MEETING: APRIL 28, 2025 / AGENDA ITEM NO. 10

To: Mayor and City Council

From: Max Kirschbaum, Director of Public Works
Mike Whiteaker, City Transportation Engineer

Subject: **CDOT IGA-Traffic Signal Operations and Maintenance and Intersection Markings**

SUMMARY STATEMENT: Lakewood currently operates and maintains 81 traffic signals and related markings on state highways under contract with the Colorado Department of Transportation (CDOT). The current contract pays \$280 per month per signal. The new contract will pay \$335 per month per signal for the next five years pending continued approval and budget from CDOT.

BACKGROUND INFORMATION: Lakewood has operated traffic signals on state highways for over 25 years. The contract is not meant to fully reimburse Lakewood for all costs in operating and maintaining the signals and intersection markings. Lakewood recently estimated the signal costs at about \$400 per month per signal just based on Denver Consumer Price Index (CPI) increases since 2014, and it approximated expenditures in 2024 of \$383,000. In addition, Lakewood expends about \$100,000 per year on intersection crosswalks and stop bars that are included in the contract. To be fully reimbursed it would be close to \$500 per signal per month.

The old contract reimbursed Lakewood at \$280 per month per signal and the new contract is proposed at \$335 per month per signal. The \$335 is currently the highest that CDOT is reimbursing any city for signal operations. Previously, only Denver was reimbursed at \$335; now Lakewood will be reimbursed at that same rate.

The operation and routine maintenance are performed by Lakewood by contract definition. This includes signal timing, troubleshooting, electricity, small components, etc. A knockdown or severely dented signal pole, for example, is not routine maintenance and would still be the responsibility of the insured motorist or CDOT for these costly repairs.

BUDGETARY IMPACTS: Lakewood would be reimbursed for work at a slightly higher rate to offset inflation impacts and by reducing Lakewood's proportionate cost to the signal operation and maintenance.

STAFF RECOMMENDATIONS: Approve the IGA and contract with CDOT for maintenance of traffic signals and intersection markings on state highways in Lakewood.

ALTERNATIVES: Reject the contract and provide staff a different direction to proceed.

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

NEXT STEPS: None

ATTACHMENTS: 1. Resolution 2025-20
2. Lakewood Maintenance Contract 2025

REVIEWED BY: Kathleen E. Hodgson, City Manager

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

A RESOLUTION

APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE COLORADO DEPARTMENT OF TRANSPORTATION REGARDING THE CITY OF LAKEWOOD'S OPERATION AND MAINTENANCE OF TRAFFIC SIGNALS, INTERSECTION MARKINGS, AND TRAFFIC CONTROL DEVICES ON STATE HIGHWAYS WITHIN THE CITY OF LAKEWOOD

WHEREAS, pursuant to C.R.S. § 29-1-203 and § 29-1-203.5 as amended, the City of Lakewood ("Lakewood") and the Colorado Department of Transportation ("CDOT") have the authority to enter into an Intergovernmental Agreement (IGA);

WHEREAS, state law requires CDOT to maintain all traffic signals, crosswalk markings, stop bar markings, symbol markings, and traffic control devices on state highways within the City of Lakewood (the "Services");

WHEREAS, C.R.S. 43-2-103 authorizes Lakewood to contractually agree with CDOT to assume CDOT's responsibility for the Services;

WHEREAS, Lakewood's Traffic Maintenance Shop has the personnel, equipment, and expertise to assume responsibility for the Services; and

WHEREAS, CDOT shall compensate Lakewood annually in the amount of \$325,620 for Lakewood assuming responsibility for the Services for the IGA's term of five (5) years;

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

SECTION 1. The City Council hereby finds and determines that authorizing the City Manager to enter into an IGA, attached hereto as Attachment A and incorporated herein, between the City of Lakewood and the Colorado Department of Transportation for Lakewood's provision of maintenance and repair services relating to traffic signals, crosswalk markings, stop bar markings, symbol markings, and traffic control devices on state highways within the City of Lakewood is and shall be in the best interest of the residents of the City of Lakewood, and hereby authorizes the City Manager to enter into the IGA with the Colorado Department of Transportation on behalf of the City of Lakewood.

SECTION 2. This Resolution shall become effective immediately upon signature following adoption.

SECTION 3. The City Manager shall be authorized to enter into amendments of the IGA subject to this Resolution without approval of the Lakewood City Council so long as such amendments are solely related to the City of Lakewood assuming responsibility for additional traffic signals, crosswalk markings, stop bar markings, symbol markings, and traffic control devices on state highways within the City of Lakewood for additional compensation.

INTRODUCED, READ, AND ADOPTED by a vote of _ for and _ against at a hybrid regular meeting of the Lakewood City Council on April 28, 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

(State \$Traffic Mtce)
CITY OF LAKEWOOD

Rev 10/03
Region: R1 (DMM)

CONTRACT

THIS AGREEMENT is entered into by and between the CITY OF LAKEWOOD (hereinafter called the “Local Agency”), and the STATE OF COLORADO acting by and through the Department of Transportation (hereinafter called the “State” or “CDOT”).

RECITALS:

1. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for payment of project and Local Agency costs. Total Contract Amount: \$1,628,100.00.
2. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
3. Section 43-2-102 and 103, C.R.S., require the State to maintain State highways (including where such highways extend through a city or an incorporated town), and Section 43-2-135(1)(i), C.R.S., as amended, requires the State to install, operate, maintain and control, at State expense, all traffic control devices on the State highway system within cities and incorporated towns.
4. The parties desire to enter this contract for the Local Agency to provide some or all of the certain Highway maintenance services on State highways that are the responsibility of the State under applicable law, and for the State to pay the Local Agency a reasonable negotiated fixed rate for such services.
5. The parties also intend that the Local Agency shall remain responsible to perform any services and duties on State highways that are the responsibility of the Local Agency under applicable law, at its own cost.
6. The State and the Local Agency have the authority, as provided in Sections 29-1-203, 43-1-106, 43-2-103, 43-2-104, and 43-2-144, C.R.S., as amended, and if applicable, in an ordinance or resolution duly passed and adopted by the Local Agency, to enter into contract with the Local Agency for the purpose of maintenance of traffic control devices on the State highway system as hereinafter set forth.
7. The Local Agency has adequate facilities to perform the desired maintenance services on State highways within its jurisdiction.

THE PARTIES NOW AGREE THAT:

Section 1. Scope of Work

The Local Agency shall perform all maintenance services for the specified locations located within the Local Agency's jurisdiction and described in **Exhibit A**. Such services and highways are further detailed in Section 5.

Section 2. Order of Precedence

In the event of conflicts or inconsistencies between this contract and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. Special Provisions contained in section 21 of this contract
2. This contract
3. **Exhibit A** (Scope of Work)
4. **Exhibit C** (Option Letter)
5. **Exhibit D** (Encumbrance Letter)
6. **Exhibit E** (PII Certification)
7. **Exhibit B** (Local Agency Resolution).

Section 3. Term

This contract shall be effective upon the date signed/approved by the State Controller, or designee, or on July 1, 2025, whichever is later. The term of this contract **ends on June 30, 2030**. Provided, however, that the State's financial obligation for each subsequent, consecutive fiscal year of that term after the first fiscal year shall be subject to and contingent upon funds for each subsequent year being appropriated, budgeted, and otherwise made available therefor.

Section 4. Project Funding and Payment Provisions

- A. The Local Agency has estimated the total cost of the work and is prepared to accept the State funding for the work, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized

representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this contract and to complete the work under the project. A copy of any such ordinance or resolution is attached hereto and incorporated herein as **Exhibit B**.

- B. Subject to the terms of this contract, for the satisfactory performance of the maintenance services on the Highways, as described in Section 5, the State shall pay the Local Agency on a lump sum basis, payable in monthly installments, upon receipt of the Local Agency's Statements, as provided herein.
- C. The State shall pay the Local Agency for the satisfactory operation and maintenance of traffic control devices under this agreement at the rates described in **Exhibit A**.
- D. The Local Agency will provide maintenance services as described in **Exhibit A**, for a **total maximum amount of \$325,620.00 per State fiscal year, and a maximum contract total shall not exceed the cumulative five-year total of \$1,628,100.00**. The negotiated rate per location shall remain fixed for the full five-year term of the contract, unless this rate is renegotiated in accord with the procedure set forth herein in Section 17. The total payments to the Local Agency during the term of this contract shall not exceed that maximum amount, unless this contract is amended. The Local Agency will bill the State monthly and the State will pay such bills within 45 days.
- E. The Statements submitted by the Local Agency for which payment is requested shall contain an adequate description of the type(s) and the quantity(ies) of the maintenance services performed, the date(s) of that performance, and on which specific sections of the highways such services were performed, in accord with standard Local Agency billing standards.
- F. If the Local Agency fails to satisfactorily perform the maintenance services or if the Statement submitted by the Local Agency does not adequately document the payment requested, after notice thereof from the State, the State may deduct and retain a proportionate amount from the monthly payment, based on the above rate, for that segment or portion.

Section 5: State & Local Agency Commitments:

- A. The Local Agency shall perform the maintenance services for the certain State highway system locations described herein. Such services and locations are detailed in **Exhibit A**.
- B. The Local Agency shall operate and maintain the specific traffic control devices, and at the particular locations, all as listed on **Exhibit A**, in a manner that is consistent with current public safety standards on State highways within its jurisdictional limits, and in conformance with applicable portions of the "Manual on Uniform Traffic Control Devices" and the "Colorado Supplement" thereto, which are referred to collectively as the "Manual" and which are incorporated herein by reference as terms and conditions of this agreement. The Local Agency shall provide all personnel, equipment, and other services necessary to satisfactorily perform such operation and maintenance.
- C. The Parties shall have the option to add or delete, at any time during the term of this agreement and subject to §17 of this agreement, one or more specific traffic control devices to the list shown in **Exhibit A** and therefore amend the maintenance services to be performed by the Local Agency under this agreement. The State may amend **Exhibit A** by written notice to the Local Agency using an Option Letter substantially equivalent to **Exhibit C**.
- D. The Local Agency may propose, in writing, other potential specific traffic control devices to be operated and maintained by the Local Agency during the term of this agreement, based on the same rates that had been initially agreed to by the Local Agency in **Exhibit A**. If the State determines in writing that operation and maintenance of those other devices by the Local Agency is appropriate, and is desirable to the State, and if the State agrees to add such devices to this agreement, then the State shall, by written Option Letter issued to the Local Agency in a form substantially equivalent to **Exhibit C**, add such devices to this contract.
- E. The Local Agency shall perform all maintenance services on an annual basis. The Local Agency's performance of such services shall comply with the same standards that are currently used by the State for the State's performance of such services, for similar type highways with similar use, in that year, as determined by the State. The State's Regional Transportation Director, or his representative, shall determine the then current applicable maintenance standards for the maintenance services. Any standards/directions provided by the State's representative to the Local Agency concerning the maintenance services shall be in writing. The Local Agency shall contact the State Region office and obtain those standards before the Local Agency performs such services.

Section 6. Record Keeping

The Local Agency shall maintain a complete file of all records, documents, communications, and other written materials that pertain to the costs incurred under this contract. The Local Agency shall maintain such records for a

period of three (3) years after the date of termination of this contract or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. The Local Agency shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of the State and, if applicable, FHWA to inspect the project and to inspect, review and audit the project records.

Section 7. Termination Provisions

This contract may be terminated as follows:

- A. This contract may be terminated by either party, but only at the end of the State fiscal year (June 30), and only upon written notice thereof sent by registered, prepaid mail and received by the non-terminating party, not later than 30 calendar days before the end of that fiscal year. In that event, the State shall be responsible to pay the Local Agency only for that portion of the highway maintenance services actually and satisfactorily performed up to the effective date of that termination, and the Local Agency shall be responsible to provide such services up to that date, and the parties shall have no other obligations or liabilities resulting from that termination.

Notwithstanding subparagraph A above, this contract may also be terminated as follows:

- B. Termination for Convenience. The State may terminate this contract at any time the State determines that the purposes of the distribution of moneys under the contract would no longer be served by completion of the project. The State shall effect such termination by giving written notice of termination to the Local Agency and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.
- C. Termination for Cause. If, through any cause, the Local Agency shall fail to fulfill, in a timely and proper manner, its obligations under this contract, or if the Local Agency shall violate any of the covenants, agreements, or stipulations of this contract, the State shall thereupon have the right to terminate this contract for cause by giving written notice to the Local Agency of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Local Agency under this contract shall, at the option of the State, become its property, and the Local Agency shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The Local Agency shall be obligated to return any payments advanced under the provisions of this contract.

Notwithstanding the above, the Local Agency shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the contract by the Local Agency, and the State may withhold payment to the Local Agency for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the Local Agency is determined.

If after such termination it is determined, for any reason, that the Local Agency was not in default or that the Local Agency's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the contract had been terminated for convenience, as described herein.

- D. Termination Due to Loss of Funding. The parties hereto expressly recognize that the Local Agency is to be paid, reimbursed, or otherwise compensated with federal and/or State funds which are available to the State for the purposes of contracting for the project provided for herein, and therefore, the Local Agency expressly understands and agrees that all its rights, demands and claims to compensation arising under this contract are contingent upon availability of such funds to the State. In the event that such funds or any part thereof are not available to the State, the State may immediately terminate or amend this contract.

Section 8. Legal Authority

The Local Agency warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the Local Agency to its terms. The person(s) executing this contract on behalf of the Local Agency warrants that such person(s) has full authorization to execute this contract.

Section 9. Representatives and Notice

The State will provide liaison with the Local Agency through the State's Region Director, Region R1, 2829 W Howard Pl. Said Region Director will also be responsible for coordinating the State's activities under this contract and will also issue a "Notice to Proceed" to the Local Agency for commencement of the work. All communications relating to the day-to-day activities for the work shall be exchanged between representatives of the State's Transportation Region R1 and the Local Agency. All communication, notices, and correspondence shall be

addressed to the individuals identified below. Either party may from time to time designate in writing new or substitute representatives.

If to State

CDOT Region: R1
Christopher Vokurka
Project Manager
2829 W Howard Pl
Denver, CO 80204
303-512-4058

If to the Local Agency

City of Lakewood
Mike Whiteaker
City Transportation Engineer
480 S Allison Pkwy
Lakewood, CO 80226
303-987-7981

Section 10. Successors

Except as herein otherwise provided, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 11. Third Party Beneficiaries

It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Local Agency. Nothing contained in this contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Local Agency that any such person or entity, other than the State or the Local Agency receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Section 12. Governmental Immunity

Notwithstanding any other provision of this contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended and the risk management statutes, §§ 24-30-1501, et seq., C.R.S., as now or hereafter amended.

Section 13. Severability

To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

Section 14. Waiver

The waiver of any breach of a term, provision, or requirement of this contract shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

Section 15. Entire Understanding

This contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed by the parties and approved pursuant to the State Fiscal Rules.

Section 16. Survival of contract Terms

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this contract and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Local Agency.

Section 17. Modification and Amendment

This contract is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this contract shall be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved in accordance with applicable law.

A. Amendment

Either party may suggest renegotiation of the terms of this contract, provided that the contract shall not be subject to renegotiation more often than annually, and that neither party shall be required to renegotiate. If the parties agree to change the provisions of this contract, the renegotiated terms shall not be effective until this contract is amended/modified accordingly in writing. Provided, however, that the rates will be modified in accordance with applicable cost accounting principles and standards (including sections 24-107-101, et seq., C.R.S. and implementing regulations), and be based on an increase/decrease in the "allowable costs" of performing the Work. Any such proposed renegotiation shall not be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved by the State Controller or delegee. Any such rate change will go into effect on the first day of the first month following the amendment execution date.

B. Option Letter

- a. The State may increase/decrease the quantity of goods/services described in **Exhibit A** at the same unit prices (rates) originally established in the contract. The State may exercise the option by written notice to the Local Agency in a form substantially equivalent to **Exhibit C**.
- b. As a result of increasing/decreasing the locations, the State may also unilaterally increase/decrease the maximum amount payable under this contract based upon the unit prices (rates) originally established in the contract and the schedule of services required, as set by the terms of this contract. The State may exercise the option by providing a fully executed option to the Local Agency, in a form substantially equivalent to **Exhibit C**, immediately upon signature of the State Controller or an authorized delegate. The Option Letter shall not be deemed valid until signed by the State Controller or an authorized delegate. Any such rate change will go into effect on the first day of the first month following the option letter execution date.

C. State Encumbrance Letter

The State may encumber the funds up to the maximum amount allowed during a given fiscal year by unilateral execution of an encumbrance letter in a form substantially equivalent to **Exhibit D**. The State shall provide a fully executed encumbrance letter to the Local Agency after execution. Delivery/performance of the goods/services shall continue at the same rate and under the same terms as established in the contract.

Section 18. Disputes

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract, which is not disposed of by agreement, will be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, the Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of the Department of Transportation. In connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with the performance of the contract in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

Section 19. Does not supersede other agreements

This contract is not intended to supersede or affect in any way any other agreement (if any) that is currently in effect between the State and the Local Agency for other "maintenance services" on State Highway rights-of-way within the jurisdiction of the Local Agency. Also, the Local Agency shall also continue to perform, at its own expense, all such activities/duties (if any) on such State Highway rights-of-ways that the Local Agency is required by applicable law to perform.

Section 20. SubLocal Agencies

The Local Agency may subcontract for any part of the performance required under this contract, subject to the Local Agency first obtaining approval from the State for any particular subLocal Agency. The State understands that the

Local Agency may intend to perform some or all of the services required under this contract through a subLocal Agency. The Local Agency agrees not to assign rights or delegate duties under this contract [or subcontract any part of the performance required under the contract] without the express, written consent of the State, which shall not be unreasonably withheld. Except as herein otherwise provided, this agreement shall inure to the benefit of and be binding only upon the parties hereto and their respective successors and assigns.

Section 21. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts. Contractor refers to Local Agency and Contract refers to Agreement.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(19), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S., applicable Local Agency law, rule or regulation

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

C. GOVERNMENTAL IMMUNITY.

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

D. INDEPENDENT CONTRACTOR

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

E. COMPLIANCE WITH LAW.

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

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

G. PROHIBITED TERMS.

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

included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

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

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Section 22. SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

* Persons signing for the Local Agency hereby swear and affirm that they are authorized to act on the Local Agency's behalf and acknowledge that the State is relying on their representations to that effect.

THE LOCAL AGENCY CITY OF LAKEWOOD *See Attached Signature Page*	STATE OF COLORADO Jared S. Polis Department of Transportation By _____ Keith Stefanik, P.E., Chief Engineer (For) Shoshana M. Lew, Executive Director Date: _____
	STATE OF COLORADO LEGAL REVIEW Philip J. Weiser, Attorney General By _____ Signature – Assistant Attorney General Date: _____

ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State agreements. This agreement is not valid until signed and dated below by the State Controller or delegate. The Local Agency is not authorized to begin performance until such time. If the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.

STATE OF COLORADO STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Colorado Department of Transportation Date: _____

EXHIBIT A - SCOPE OF WORK

City of Lakewood

Traffic Signals, Intersection Markings, and Traffic Control Devices Maintenance Scope of Work

I. General

The City shall operate and maintain as described below, the traffic signals, all crosswalk markings, stop bar markings, existing symbol markings, and traffic control devices within the intersection footprint under the responsibility of the State in accordance with CRS 43-2-135. All other traffic control devices in the State Right of Way that are installed by the City that are not the State's responsibility shall also be maintained by the City in accordance with CRS 43-2-135.

1. Operation and maintenance of identified infrastructure will include items and activities as listed under Section IV and Section V below.
2. CDOT may conduct periodic, random inspections at any time of any device to ensure compliance with this contract. CDOT shall notify the City of the date and locations of inspections along with any findings.

II. Documentation and Record-Keeping

In accordance with Section IV of this contract, all maintenance, operations, and inspections as required by this contract shall be documented and submitted by October 10th annually to CDOT. All inspections shall occur in the corresponding CDOT fiscal year. City shall use required CDOT form or method agreed upon between the City and CDOT for inspection documentation. CDOT reserves the right to perform supplemental inspections to verify compliance with Section IV and of this contract, and any defects reported to the City as part of said inspections shall be addressed in manner consistent with City identified defects.

III. Control of Work in the ROW

All work as required by the contract shall meet all current CDOT and/or local requirements, standard, laws, guidelines whichever is more stringent as agreed upon between the City and CDOT for design, construction, maintenance, operation, and repair.

Either agency making changes to traffic control devices, other than routine maintenance or upgrades to current standards, affected by this contract, or new installations of traffic control devices, shall provide adequate notification via email, (4 weeks minimum) of the changes or additions to the other agency to allow analysis, review, and approval. The CDOT Traffic Engineer shall have final approval.

CDOT and the City shall be given minimum three-day (3-day) advance notice of scheduled (planned) work related to the Intergovernmental Agreement (IGA) that may affect the traveled way of the highways. CDOT may request copies of traffic control plans, method of handling traffic, or other traffic control engineering as applicable.

The city is responsible for all traffic control for all work related to this IGA. All planned maintenance and inspection work requiring a lane closure shall follow the latest regional lane closure strategy.

IV. Traffic Signals

A. Location Listing

The following list of signalized intersections are to be maintained by the city.

US 6 (6th Avenue Freeway) at:

- Indiana St. North Ramp
- Indiana St. South Ramp
- Simms St. North Ramp
- Union Blvd. South Ramp
- Garrison St. Ramps

(5 signals)

US 6 (6th Avenue) Frontage Road at:

- Indiana St.
- Arbutus St.
- Zang St.
- Wright St.

(4 signals)

SH 8 (Morrison Road) at:

- Bear Creek Blvd.
- SH 391 (Kipling Pkwy.)

- Kipling St.
- Estes St.
- SH 121 (Wadsworth Blvd.)

(5 signals)

State Highway 40 (Colfax Avenue) at:

- I-70 West Ramp
- I-70 East Ramp
- Indiana St.
- Denver West Retail
- Denver West Colorado Mills Pkwy.
- Hawthorne St.
- Youngfield St.
- Welch St.
- Simms St.
- Robb St. Fire Signal
- Quail St.
- Oak St.
- Nelson St.
- Miller St.
- SH 391 (Kipling St.)
- Carr St.
- Garrison St.
- SH 121 (Wadsworth Blvd.)
- Teller St.
- Pierce St.
- Lamar St.
- Harlan St.

(22 signals)

State Highway 121 (Wadsworth Boulevard) at:

- Mansfield Ave.
- Jefferson Ave.
- US 285 (Hampden Ave.) South Ramp
- US 285 (Hampden Ave.) North Ramp
- Girton Ave.
- Eastman Ave.
- Yale Ave.
- Jewell Ave.
- 1850 South
- Florida Ave.

- Arizona Ave.
- Mississippi Ave.
- Ohio Ave.
- Virginia Ave.
- Alameda Ave.
- Ellsworth Pl.
- 1st Ave.
- 2nd Ave.
- 5th Ave.
- 10th Ave.
- 14th Ave.
- 20th Ave.
- 26th Ave.

(23 signals)

State Highway 391 (Kipling St. / Kipling Pkwy.) at:

- US 285 (Hampden Ave.) South Ramp
- US 285 (Hampden Ave.) North Ramp
- Girton Ave.
- Dartmouth Ave.
- Asbury Ave.
- Jewell Ave.
- Florida Ave.
- Mississippi Ave.
- Kentucky Dr.
- Exposition Ave.
- Alameda Ave.
- Federal Center Gate 1
- Federal Center Gate 2
- 6th Ave.
- 8th Pl.
- 13th Ave.
- 20th Ave.
- 26th Ave.

(18 signals)

SH 470 at:

- Alameda Pkwy. West Ramp
- Alameda Pkwy. East Ramp

(2 signals)

I 70 at:

- Denver West Colorado Mills Pkwy. West Ramp
- Denver West Colorado Mills Pkwy. East Ramp

(2 signals)

81 Total Signals

B. Periodic Preventative Maintenance Checks

The City is responsible for all routine maintenance, periodic inspection and/or testing, and replacement of all non-structural components which includes, but is not limited to, cabinet components, controllers, wiring, signal indications, detection equipment, pedestrian push buttons, pole mounted signs, software, licenses, firmware, and communication devices to keep the signal operational as described herein. The city shall be responsible for all required training as may be required for operation of all associated equipment.

- 1) The City shall maintain the traffic signals and associated pavement markings within the footprint of the intersection, including stop bars and crosswalks, at the intersection locations listed above.
- 2) Any reconstruction, modification, or improvement initiated by the City or performed as a result of a City project shall be included in the maintenance provided by the City.
- 3) Any reconstruction, modification, or improvement initiated by the State or performed as a result of a State project shall be paid for separately by the State.
- 4) Any critical defects in the items listed above found at these intersections shall be remedied within 24 hours. Defects and remediation shall be documented and kept on file at the City and copied to CDOT.

The city should adhere to the following requirements regarding certifications:

- 1) Work inside the traffic signal cabinet – Any work performed by City staff shall be under the direction of the City's Engineer of Record. Any work performed by independent contractors requires a minimum IMSA Level II certification is required or a minimum of 4 years' experience in traffic signal construction and maintenance.
- 2) Work external to the traffic signal cabinet – Any work performed by City staff shall be under the direction of the City's Engineer of Record. Any work performed by independent contractors requires a minimum IMSA Level I certification is required or, or 2 years' experience in traffic signals construction and maintenance.

The city shall maintain the associated stop lines and crosswalks at each signal listed in the table 4-A. The cost for these markings is included in the cost of maintaining the signal and will not be accounted for separately.

The City shall perform inspections of each location, in all directions, and submit documentation to CDOT annually by October 10 for each year of this contract. Inspection shall include the following items shall be inspected and/or tested on every signal under this contract at least annually:

- a. Conflict Monitor is tested and operating correctly
- b. Each signal head is in good condition and the backplate is attached and in good condition

- c. Each signal lens is operating and visible
- d. Detection is working and is detecting vehicles, motorcycles, bicycles, and pedestrians – applicable
- e. Structure is in good conditions – free from cracks and rust
- f. Visible portions of the caissons are free from cracks
- g. Signal Timing is operating as programmed
- h. Controller and Cabinet are clean and in good repair
- i. Communication to signal is connected and operating – where applicable
- j. Backup power is tested for proper operation – where applicable
- k. All luminaries attached to the signal are operating – where applicable
- l. Existing crosswalks and stop bars are in good condition
- m. Other Existing markings at or approaching each intersection installed by or at the request of the City are in good condition

Any critical defects found in the signal inspection shall be remedied within 24 hours and non-critical defects shall be remedied within 30 days of discovery. If the signal is not remedied within 30 working days of discovery, then the city shall incur a price reduction to the monthly compensation of (intersection monthly rate) \$335/month until the city has sent CDOT documentation and photo of the defective device being remedied. DOT will perform structural inspection of overhead signal structural elements and their supports on a cycle established by the Staff Bridge Branch Ancillary Structures Inspection Program.

CDOT will be responsible for remediation of structural defects requiring foundation, pole, or mast-arm replacement of CDOT-standard structures. The City shall be responsible for remediation of structural defects requiring foundation, pole, or mast-arm replacement of non-CDOT-standard structures installed after January 1, 2018 as well as remediation of structural defects not requiring foundation, pole, or mast-arm replacement.

C. Signal Timing

Signal timing is the responsibility of the city and should be based upon current traffic volumes and updated when significant traffic volumes impact the intersection. This may include development, change of use for a property, a new school, or any other traffic generator. Timing should meet CDOT's State Highway Access Code for Progression, CRS 42-4-602, the current State adopted version of the Manual on Uniform Traffic Control Devices, and CDOT and industry practices for performance. City shall provide CDOT the traffic signal timing upon request.

D. Emergency Maintenance and Repair

The City shall be responsible for emergency response, emergency signal operation, and repair/replace of damage to all non-structural equipment, If an unforeseen event (lightning strike, extreme power surge, vehicle crash, etc.) destroys any part of the signal pole, mast arm or cabinet and renders the signal and its components damaged beyond repair, the city shall contact CDOT immediately. The city shall partner with CDOT to get the damaged signal components replaced and the signal fully operational as quickly as possible.

The city shall provide an estimated quote (within 48 hours of the incident) using the CDOT provided form, or method agreed upon between the city and CDOT, to CDOT for the repair. CDOT shall respond to the quote (NTP, additional information needed) for the cost of the repair or replacement of the damaged of the damaged non-structural equipment.

All invoices shall be submitted to CDOT within 60 calendar days of completed construction or determination of no insurance claim or other reimbursement to receive payment. Failure to comply with this procedure may result in the city funding the repair entirely.

The city shall respond to traffic signal failures and malfunctions within the following timelines:

- a. Signal power outage – immediate response and appropriate emergency operations, repair as soon as possible.
- b. Malfunctioning signal – immediate response and interim operation repair as soon as practical.
- c. Protected phases and red head outage – immediate repair, if redundant indication is not present and operating.
- d. Pedestrian heads – repair within two days.
- e. Permitted phase and non-red head outage – repair within three days.

E. Signal Modifications

The city shall be responsible for the maintenance of any signals that are reconstructed, modified, or improved by the city pursuant to a city project.

The State shall be solely responsible for the cost of any reconstruction, modification, or improvement to a signal initiated by the State or performed because of a State project.

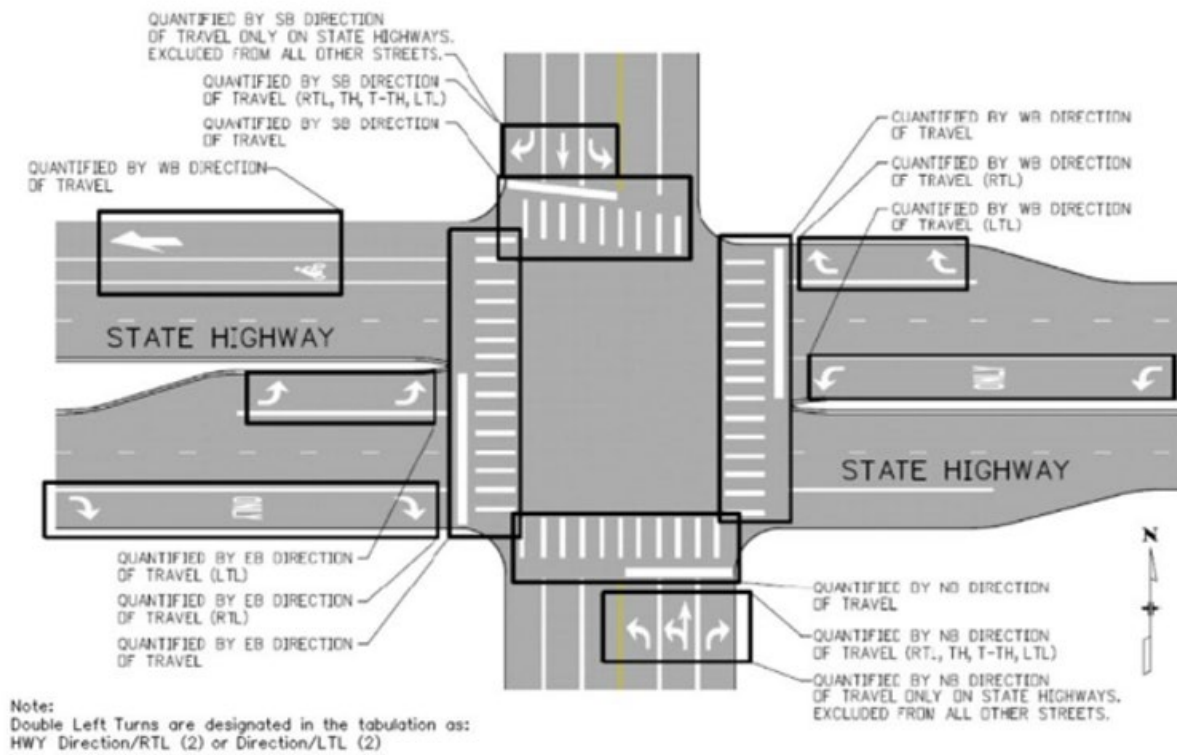
New signal installations on any state highway within city limits shall be reviewed and approved by CDOT and shall meet all applicable CDOT and city standards and guidelines. CDOT, at its discretion, may incorporate the city standards for color and specialized equipment at the city's expense to maintain, but not obligated to these additions. A determination of who will provide labor, material, and equipment for installation will be made on a case-by-case basis between the aforementioned contract representatives. Should the representatives not agree, the CDOT Region 1 Traffic Engineer shall have final authority.

Additional signals or changes needed as a result of development, traffic volume growth, crash activity, or other safety or operational analysis or concerns along with any upgraded of the signals or its systems due to new technologies shall be submitted to CDOT via the State Highway Access Permit process. The CDOT Region 1 Traffic Engineer shall have the final authority.

F. Intersection Marking

All existing pavement markings within the highway intersection footprint and the road shall be maintained by the City, including crosswalks and stop bars. Any markings installed by or at the request of the City approaching the highway shall be maintained by the City. Typical intersection

markings are shown in Figure 5-1. Should the city not have markings shown, maintenance of the city's typical intersection markings shall be required.



Rate/Cost Schedule:

\$335.00 per signal per month (2026)

X 81 Signals = \$27,135.00 Total monthly cost to maintain signals

\$27,135.00 Total monthly payment to local agency

X 12 Months = \$325,620.00 Total Annual Not to Exceed Amount

\$325,620.00 Total annual Not to Exceed Amount

X 5 years of the contract = \$1,628,100 Total Contract Not to Exceed Amount

EXHIBIT B – LOCAL AGENCY RESOLUTION

**LOCAL AGENCY
ORDINANCE
or
RESOLUTION
(if applicable)**

EXHIBIT C - SAMPLE OPTION LETTER

SAMPLE IGA OPTION LETTER

Highway or Traffic Maintenance

(This option has been created by the Office of the State Controller for CDOT use only)

Date:	State Fiscal Year:	Option Letter No.	Routing #
-------	--------------------	-------------------	-----------

Vendor name:

1) SUBJECT:

Change in the amount of goods within current term.

2) REQUIRED PROVISIONS:

In accordance with Section 17 of contract routing number insert FY, agency code & routing #, between the State of Colorado, Department of Transportation, and insert Local Agency name the state hereby exercises the option to an increase/decrease in the amount of goods/services at the same rate(s) specified in Exhibit A.

The amount of the current Fiscal Year contract value (encumbrance) is increased/decreased by \$ amount of change to satisfy services/goods ordered under the contract for the current fiscal year insert fiscal year. The Contract Encumbrance Amount in Recital 1 is hereby modified to \$amount of new annual encumbrance, and Section 4, B, 1 shall also be modified to show the annual not to exceed amount to \$amount of new annual encumbrance and the Contract (five-year term) not to exceed amount shall be modified to \$amount of the new five-year maximum.

The total contract value to include all previous amendments, option letters, etc. is \$insert accumulated/total encumbrance amount.

3) EFFECTIVE DATE:

The effective date of this Option Letter is upon approval of the State Controller or delegate, whichever is later.

APPROVALS:

State of Colorado:

JARED S. POLIS, GOVERNOR

By: _____ Date: _____
Keith Stefanik, P.E., Chief Engineer, Colorado Department of Transportation

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Local Agency is not authorized to begin performance until such time. If Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay Local Agency for such performance or for any goods and/or services provided hereunder.

State Controller
Robert Jaros, CPA, MBA, JD

By: _____

Date: _____

Form date: August 16, 2013

EXHIBIT D – SAMPLE ENCUMBRANCE LETTER

ENCUMBRANCE LETTER

Date: []	State Fiscal Year: []	Encumbrance Letter No. []	Routing #: []
		Orig. IGA: []	PO: []

1) **Encumber fiscal year funding in the contract.**

2) **PROVISIONS:** In accordance with Section 4 and Exhibit C of the original Contract routing number Orig Routing # between the State of Colorado, Department of Transportation, and Contractor's Name, covering the term July 1, Year through June 30, Year, the State hereby encumbers funds for the goods/services specified in the contract for fiscal year [].

The amount to be encumbered by this Encumbrance Letter is \$Amount of change. The Total contract (encumbrance) amount, including all previous amendments, option letters, etc. is \$Insert New \$ Amt.

3) **EFFECTIVE DATE.** The effective date of this Encumbrance Letter is upon approval of the State Controller.

STATE OF COLORADO Jared S. Polis, GOVERNOR Department of Transportation By: _____ Keith Stefanik, P.E., Chief Engineer (For) Shoshana M. Lew, Executive Director Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Department of Transportation Date: _____

EXHIBIT E

PII Certification

STATE OF COLORADO

**LOCAL AGENCY CERTIFICATION FOR ACCESS TO PII THROUGH A
DATABASE OR AUTOMATED NETWORK**

Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of _____ (legal name of Local Agency) (the “Local Agency”), hereby certify under the penalty of perjury that the Local Agency has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Local Agency.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

STAFF MEMO

DATE OF MEETING: APRIL 28, 2025 / AGENDA ITEM NO. 11

To: Mayor and City Council
From: Max Kirschbaum, Director of Public Works
Subject: **Intent to Acquire Property Interest for Sidewalk Improvements on Sheridan Blvd from W Jewell Ave. to W Florida Ave.**

SUMMARY STATEMENT: This ordinance would authorize steps necessary to acquire interests in property to construct a shared use path on the west side of Sheridan Boulevard, from Jewell Avenue to approximately one block south of Florida Avenue.

BACKGROUND INFORMATION: The City of Lakewood has budgeted funds to construct a pedestrian improvement project on Sheridan Boulevard. The project will install a shared-use path along the west side of Sheridan Boulevard as well as upgrade storm inlets in the project limits. The project will improve pedestrian safety and connectivity along Sheridan Boulevard.

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 eleven properties on the west side of Sheridan Boulevard to allow for the shared use path to be constructed, streetlights to be relocated, and to provide for future maintenance. Temporary easements are needed for twenty-one properties on the west side of S Sheridan Boulevard to accommodate grading and construction activities.

BUDGETARY IMPACTS: The costs of obtaining property rights will be paid by the TABOR Fund. Adequate funds for this project are approved in the 2025 Budget.

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 sidewalk project.

PUBLIC OUTREACH: 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: Begin the acquisition process and complete preparation of construction bid documents.

ATTACHMENTS:

1. Ordinance O-2025-16
2. Ordinance Maps of Property Easements
3. Official Notice of Sheridan Blvd Intent

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

O-2025-16
AN ORDINANCE

DECLARING THE INTENT OF THE CITY OF LAKEWOOD TO ACQUIRE INTEREST IN PROPERTY FOR PUBLIC PURPOSES FOR THE CONSTRUCTION OF PEDESTRIAN IMPROVEMENTS ALONG SHERIDAN BOULEVARD BETWEEN JEWELL AVENUE AND FLORIDA 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 pedestrian safety along Sheridan Boulevard from Jewell Avenue to Florida Avenue, the City of Lakewood (the "City") desires to implement the Sheridan Sidewalks (Jewel to Florida) Project (the "Project"), which will construct pedestrian improvements and facilities along Sheridan Boulevard from Jewell Avenue to Florida 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 Sheridan Sidewalks (Jewell to Florida) Project (the "Project")

will serve a public purpose by building pedestrian improvements and facilities along Sheridan Boulevard from Jewell Avenue to Florida 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 28th day of April, 2025; published by title in the Denver Post and in full on the City of Lakewood's website, www.lakewood.org, on the 1st day of May, 2025; set for public hearing to be held on the 12th day of May, 2025; read, finally passed and adopted by the City Council on the 12th day of May, 2025; and signed by the Mayor on the ____ day of May, 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:

49-244-00-025
1899 SHERIDAN BLVD
LAKEWOOD, CO 80232

49-244-00-023
5225 W JEWELL AVE
LAKEWOOD, CO 80232

49-244-00-024
1825 S SHERIDAN BLVD
LAKEWOOD, CO 80232

49-244-00-015
BIT O SEA

49-244-18-008
1796 S AMES ST
LAKEWOOD, CO 80232

49-244-18-007
1805 S SHERIDAN BLVD
LAKEWOOD, CO 80232

49-244-00-003
1795 S SHERIDAN BLVD
LAKEWOOD, CO 80232

49-244-00-002
1755 S SHERIDAN BLVD
LAKEWOOD, CO 80232

49-244-00-001
1705 S SHERIDAN BLVD
LAKEWOOD, CO 80232

49-244-16-020
5201 W MEXICO AVE
LAKEWOOD, CO 80232

49-244-16-019
1681 S SHERIDAN BLVD
LAKEWOOD, CO 80232

49-244-16-018
1671 S SHERIDAN BLVD
LAKEWOOD, CO 80232

49-244-16-017
1661 S SHERIDAN BLVD
LAKEWOOD, CO 80232

49-244-16-016
1651 S SHERIDAN BLVD
LAKEWOOD, CO 80232

49-244-16-015
1641 S SHERIDAN BLVD
LAKEWOOD, CO 80232

49-244-16-014
1631 S SHERIDAN BLVD
LAKEWOOD, CO 80232

49-244-16-013
1621 S SHERIDAN BLVD
LAKEWOOD, CO 80232

49-244-16-012
1611 S SHERIDAN BLVD
LAKEWOOD, CO 80232

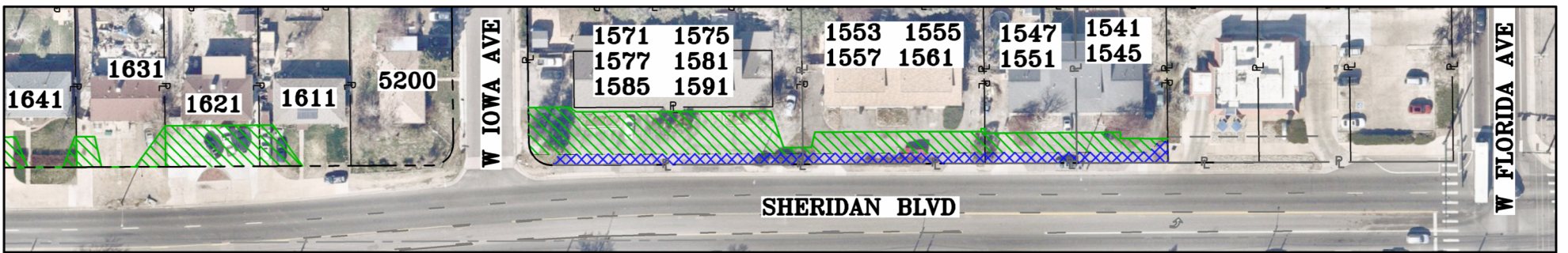
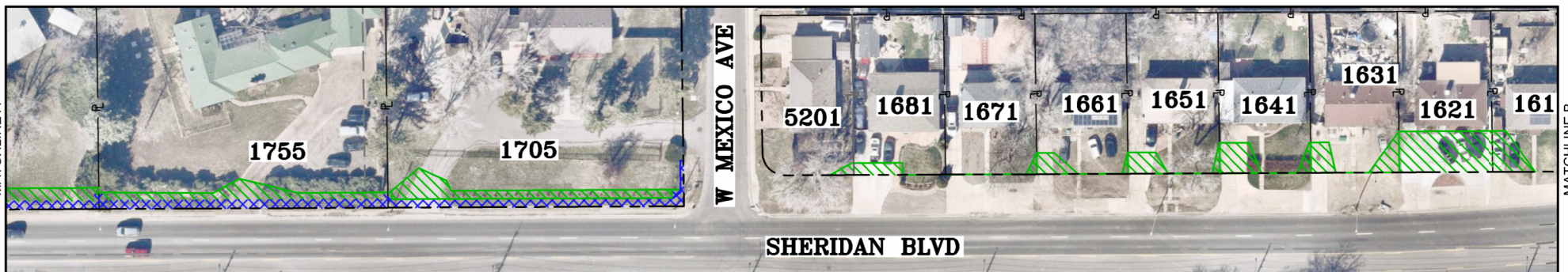
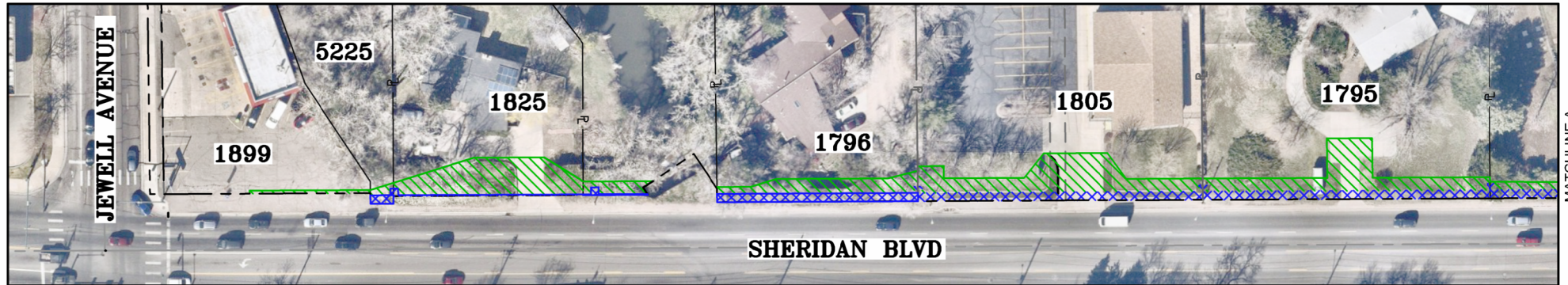
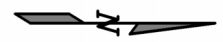
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5200 W IOWA AVE
LAKEWOOD, CO 80232

49-244-01-017
1571-1591 S SHERIDAN BLVD
LAKEWOOD, CO 80232

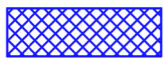
49-244-01-003
1553-1561 S SHERIDAN BLVD
LAKEWOOD, CO 80232

49-244-01-002
1541-1551 S SHERIDAN BLVD
LAKEWOOD, CO 80232

SCALE
1" = 50'



CURRENTLY ANTICIPATED:



PERMANENT EASEMENT



TEMPORARY EASEMENT

EXHIBIT

NTS

CITY OF LAKEWOOD ORDINANCE MAP
PROPERTY INTERESTS FOR THE SHERIDAN (JEWELL TO
FLORIDA) SIDEWALK IMPROVEMENTS PROJECT
APRIL 2025



Lakewood

Department of Public Works
480 South Allison Parkway
Civic Center North
Lakewood, Colorado 80226

SCALE
1" = 50'

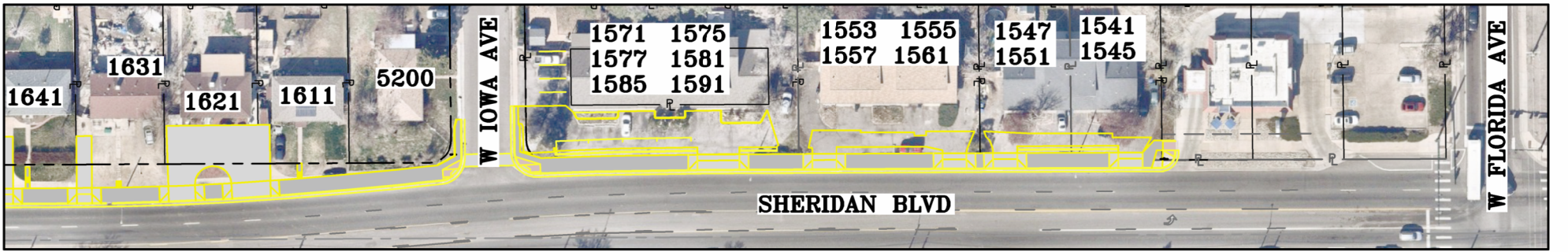
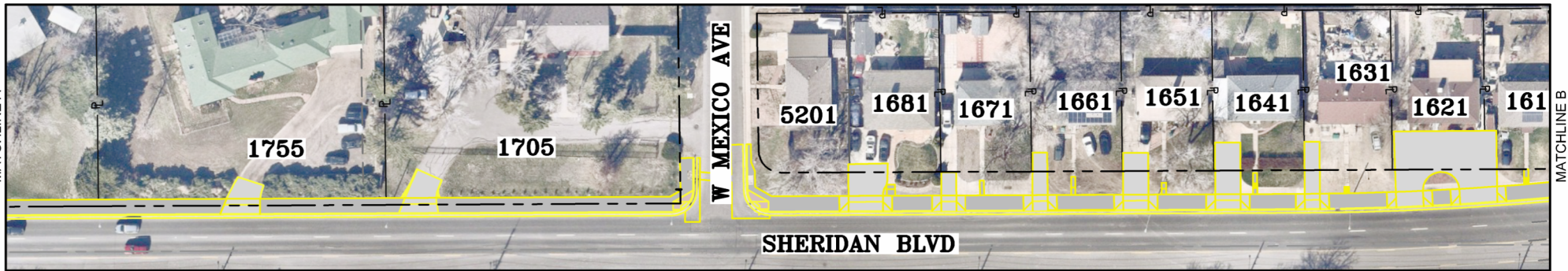
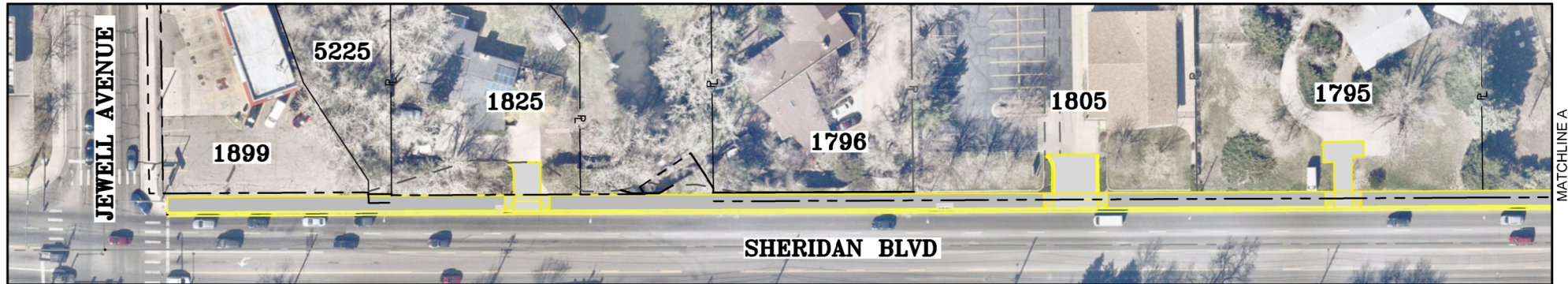
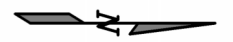


EXHIBIT
NTS



Department of Public Works
480 South Allison Parkway
Civic Center North
Lakewood, Colorado 80226

CITY OF LAKEWOOD ORDINANCE MAP
SHERIDAN (JEWELL TO FLORIDA) SIDEWALK IMPROVEMENTS
PROJECT
APRIL 2025



RE: Pedestrian Connectivity Improvements – Sheridan Boulevard

The City of Lakewood is completing design work on a shared use path on the west side of Sheridan Boulevard, from Jewell Avenue to just south of Florida Avenue. The City of Lakewood is committed to working cooperatively with property owners and residents as we move forward with this project. Work anticipated includes construction of a shared use path, relocation of streetlights, replacement of existing inlets, and grading with construction anticipated late 2026.

In order to construct these improvements, certain temporary and permanent easements are required. Lakewood City Council will be considering an intent to acquire ordinance for this project. This ordinance would authorize steps to acquire interests in property for construction of Sheridan Boulevard improvements. The ordinance would allow negotiations to begin between each owner from whom an easement on their property may be needed temporarily or permanently. Currently it is anticipated that an easement will be needed on a portion of your property.

Consideration of ordinances by the City Council is a two-step process. The April 28th City Council meeting agenda is anticipated to include the first step, during which City Council considers setting the date for the public hearing when final action is planned to occur. This scheduling step is referred to as the first reading of the ordinance. Following City Council approval of first reading on April 28th, the City Council will move on to the second step, which will include a public hearing on the ordinance and usually a vote by City Council Members on the Ordinance. The public hearing for this ordinance is anticipated to be on May 12th, during which your input is welcome.

No discussion of land value will occur on these dates because the negotiation process has not begun and determination of value has not begun. You can participate in the public hearing by adding your written comments before the public hearing on Lakewood Speaks at www.lakewoodspeaks.org by noon on May 12th or by providing spoken comments during the council meeting in-person or via phone or online.

The April 28th City Council agenda is expected to be on Lakewood.org on April 28th. City Council agendas, how to comment and how to attend are available at www.lakewood.org/CouncilAgendas or by calling 303-987-7000.

If you have questions or would like to meet to discuss the impacts to each property, please contact me at 303-987-7941 or by email at KAYLOR@LAKEWOOD.ORG.

Sincerely,

Kayla Lorentz, P.E.
Civil Engineer III

STAFF MEMO

DATE OF MEETING: APRIL 28, 2025 / AGENDA ITEM NO. 12

To: Mayor and City Council
From: Phillip Smith, Chief of Police
Subject: **Fund Request for C-MATT Vehicles**

SUMMARY STATEMENT: The Colorado Auto Theft Prevention Authority Metropolitan Auto Theft Task Force (C-MATT) respectfully requests the City Council authorize the supplemental appropriation and expenditure of \$180,000 from C-MATT federal seizure funds to be expended for the purchase of three vehicles and associated equipment.

BACKGROUND INFORMATION: The Colorado Auto Theft Prevention Authority Metropolitan Auto Theft Task Force (C-MATT) is a full-time multi-jurisdictional auto theft investigative team servicing the Denver Metropolitan area, encompassing the counties of Adams, Arapahoe, Broomfield, Denver, Douglas, Gilpin, and Jefferson. The fiscal agent for the Task Force is the City of Lakewood. The Lakewood Finance Department manages all C-MATT's financial matters, including procurements made with funds from their seizure accounts: 110100.22857 Federal Account; 110100.22862 State Account.

C-MATT is requesting federal seizure funds to purchase three covert vehicles for sworn members who currently drive vehicles with over 100,000 miles. For several years, participating agencies have been required to provide covert vehicles for the detectives and sergeants assigned to C-MATT. The cost of replacing those vehicles has become a burden on those agencies, resulting in vehicles with high mileage and requiring more maintenance. Additionally, the longer the vehicles are used by the detectives, the more they become recognizable by the offenders who have multiple contacts with C-MATT detectives. The C-MATT operations must have safe, reliable vehicles that regularly remain available. A fresh collection of diverse vehicles will help with anonymity in future interdictions.

Each vehicle purchased will need to be equipped with emergency equipment and, for their covert activity, window tint. Each current vehicle is equipped with a mobile License Plate Reader and will need to be transferred to the new vehicle.

Per the guidelines established by the Department of Justice Equitable Sharing program, funds for vehicles for task forces are explicitly approved.

BUDGETARY IMPACTS: The C-MATT program will receive a one-time appropriation of \$180,000 from its federal grant funds with no impact on city funds.

STAFF RECOMMENDATIONS: Staff recommend approving the Ordinance.

ALTERNATIVES: City Council could deny approval, which would mean any additional expenses needed to address vehicle purchase needs could come from the jurisdiction's Police city funds, thereby reducing the funding available for standard operations.

PUBLIC OUTREACH: This item was promoted through the regular communication channels for items that come before the City Council for consideration.

NEXT STEPS: Upon approval, C-MATT staff will begin the procurement of vehicles.

ATTACHMENTS: 1. Ordinance O-2025-17

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

AN ORDINANCE

AUTHORIZING A SUPPLEMENTAL APPROPRIATION TO THE 2025 ANNUAL BUDGET IN THE AMOUNT OF \$180,000 FROM THE FEDERAL SEIZURE FUNDS FOR VEHICLE PURCHASES AND EQUIPMENT

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 using monies not anticipated in the adopted budget that have become available to the City; and;

WHEREAS, pursuant to Chapter 3.04 of the Lakewood Municipal Code, any unbudgeted City expenditure in excess of \$75,000 requires City Council approval;

WHEREAS, the Lakewood Police Department participates in the Colorado Auto Theft Prevention Authority ("CATPA") Metropolitan Auto Theft Task Force ("C-MATT"), and the City of Lakewood (the "City") is C-MATT's fiscal agent;

WHEREAS, C-MATT provides undercover, unmarked vehicles which are used solely by C-MATT personnel in the performance of their investigative job duties;

WHEREAS, C-MATT is requesting federal seizure funds of \$180,000 to purchase at least three (3) C-MATT vehicles; 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 City Council hereby appropriates and authorizes the expenditure of One Hundred Eighty Thousand, and 00/100 dollars (\$180,000) for fiscal year 2025 for the purpose of purchasing vehicles for the C-MATT program.

SECTION 2. The City Council hereby authorizes the Chief of Police to execute an agreement for the appropriation of \$180,000 from the Federal Seizure Fund, for the purchase of vehicles and equipment.

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

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 28th day of April, 2025; published by title in the Denver Post and in full on the City of Lakewood's website, www.lakewood.org, on the 1st day of May, 2025; set for public hearing to be held on the 12th day of May, 2025; read, finally passed and adopted by the City Council on the 12th day of May, 2025; and signed by the Mayor on the ___ day of May, 2025.

Wendi Strom, Mayor

ATTEST:

Jay Robb, City Clerk

APPROVED AS TO FORM:

Alison McKenney Brown, City Attorney

EXHIBIT A

STAFF MEMO

DATE OF MEETING: APRIL 28, 2025 / AGENDA ITEM NO. 13

To: Mayor and City Council
From: Ben Goldstein, Deputy City Manager
Subject: **Setting the Salaries of Municipal Court Judges**

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

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

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

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

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

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

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

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

ATTACHMENTS: 1. Ordinance O-2024-13

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

AN ORDINANCE

SETTING THE SALARIES OF MUNICIPAL COURT JUDGES

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

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

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

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

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

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

- A. The annual salary of the Presiding Municipal Judge shall be Two Hundred Eight Thousand Eight Hundred Two Dollars (\$208,802.00);
- B. The annual salary of Municipal Judges shall be One Hundred Eighty-six Thousand Four Hundred Seventy-four Dollars (\$186,474.00);
- C. The hourly rate for Regular Part-Time Associate Municipal Judges shall be Eighty-two and 21/100 Dollars (\$82.21); and
- D. The hourly rate for Variable Part-Time Associate Municipal Judges shall be Ninety-six and 22/100 Dollars (\$96.22).

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

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

Wendi Strom, Mayor

ATTEST:

Jay Robb, City Clerk

APPROVED AS TO FORM:

Alison McKenney Brown, City Attorney

STAFF MEMO

DATE OF MEETING: APRIL 28, 2025 / AGENDA ITEM NO. 15

To: Mayor and City Council
From: Max Kirschbaum, Director of Public Works
Subject: **West 1st Ave Drainage - Acquire Property at W 1st Avenue, West of Depew**

SUMMARY STATEMENT: This ordinance would authorize steps necessary to acquire interests in property to construct a local drainage project at W 1st Avenue and Depew Street.

BACKGROUND INFORMATION: The City of Lakewood has budgeted funds to construct a local drainage project on W 1st Avenue and Depew Street. The project will replace an existing inlet that is a hazard to the public at the corner of W 1st Avenue and Depew Street. The project will improve the drainage system by adding curb and gutter, additional inlets, and pipes.

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 one property at 5580 W 1st Avenue. Permanent easements will be located along the eastern edge of 5580 W 1st Avenue to provide future maintenance for the proposed drainage facilities.

It is anticipated that temporary easements for the construction period, illustrated in green on the maps, will be required from the same property at 5580 W 1st Avenue. The temporary easements are required to perform re-grading, tree or shrub removal, and landscape restoration to blend the area around the improvements 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 will be paid for by the Stormwater Enterprise 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 local drainage project. The safety hazard at the corner of W 1st Avenue and Depew Street will remain.

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

NEXT STEPS: 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.

ATTACHMENTS: 1. Ordinance O-2025-12
2. 1ST DEPEW ORDINANCE EXHIBIT

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

O-2025-12
AN ORDINANCE

DECLARING THE INTENT OF THE CITY OF LAKEWOOD TO ACQUIRE INTEREST IN PROPERTY FOR PUBLIC PURPOSES FOR THE CONSTRUCTION OF THE W 1ST AVENUE AND DEPEW STREET LOCAL DRAINAGE PROJECT AND AUTHORIZING NEGOTIATIONS WITH PROPERTY OWNERS, ACCEPTANCE OF CONVEYANCE INSTRUMENTS AND CONDEMNATION OF REAL PROPERTY INTERESTS (SUBJECT TO FURTHER COUNCIL APPROVAL)

WHEREAS, to increase public safety along W 1st Avenue at the corner of W 1st Avenue and Depew Street, the City of Lakewood (the "City") desires to implement the W 1st Avenue and Depew Street Local Drainage Project (the "Project"), which will add storm sewer improvements along W 1st Avenue and Depew Street (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 W 1ST Avenue and Depew Street Local Drainage Project (the "Project") will serve a public purpose by improving stormwater runoff collection and fixing

a hazardous inlet at the corner of W 1st Avenue and Depew Street, 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 24th day of March, 2025; published by title in the Denver Post and in full on the City of Lakewood's website, www.lakewood.org, on the 27th day of March, 2025; set for public hearing to be held on the 28th day of April, 2025; read, finally passed and adopted by the City Council on the 28th day of April, 2025; and signed by the Mayor on the ____ day of April, 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:

49-124-06-001
5580 W 1ST AVE
LAKEWOOD, CO 80226



CURRENTLY ANTICIPATED

-  PERMANENT EASEMENT
-  TEMPORARY EASEMENT

CITY OF LAKEWOOD ORDINANCE MAP
PROPERTY INTERESTS FOR 1ST AVE & DEPEW DRAINAGE PROJECT
MARCH 2025



CITY OF LAKEWOOD PROPOSED DESIGN MAP
FOR 1ST AVE & DEPEW DRAINAGE PROJECT
MARCH 2025

STAFF MEMO

DATE OF MEETING: APRIL 28, 2025 / AGENDA ITEM NO. 16

To: Mayor and City Council
From: Max Kirschbaum, Director of Public Works
Subject: **Acquiring Property at West 3rd Avenue, East of Depew Street**

SUMMARY STATEMENT: This ordinance would authorize steps necessary to acquire interests in property to construct a local drainage project at W 3rd Avenue, east of Depew Street.

BACKGROUND INFORMATION: The City of Lakewood has budgeted funds to construct a local drainage project on W 3rd Avenue. The project will install a storm drain system with inlets on the north side of W 3rd Avenue and outfall to the south to an existing detention pond. The project will alleviate local drainage flooding problems on W 3rd Avenue.

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 on the south of W 3rd Avenue to allow for the storm pipe to outfall into the pond. The properties are at 5430 W 3rd Avenue and 5440 W 3rd Avenue. Permanent easements will be located along the eastern edge of these properties to provide future maintenance for the proposed drainage facilities.

BUDGETARY IMPACTS: The costs to obtain property rights will be paid by the Stormwater Enterprise fund. Adequate funds for this project are approved in the 2025 budget.

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 local drainage project.

PUBLIC OUTREACH: 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: Begin the acquisition process and complete preparation of construction bid documents.

ATTACHMENTS: 1. Ordinance O-2025-13
2. Exhibit to Ordinance O-2025-13

REVIEWED BY: Kathleen E. Hodgson, City Manager

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

O-2025-13
AN ORDINANCE

DECLARING THE INTENT OF THE CITY OF LAKEWOOD TO ACQUIRE INTEREST IN PROPERTY FOR PUBLIC PURPOSES FOR THE CONSTRUCTION OF THE W 3RD AVENUE LOCAL DRAINAGE PROJECT AND AUTHORIZING NEGOTIATIONS WITH PROPERTY OWNERS, ACCEPTANCE OF CONVEYANCE INSTRUMENTS AND CONDEMNATION OF REAL PROPERTY INTERESTS (SUBJECT TO FURTHER COUNCIL APPROVAL)

WHEREAS, to decrease local flooding along W 3rd Avenue, east of Depew Street, the City of Lakewood (the "City") desires to implement the W 3rd Avenue Local Drainage Project (the "Project"), which will add storm sewer improvements along W 3rd 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 W 3rd Avenue Local Drainage Project (the "Project") will serve a public purpose by improving stormwater runoff collection along W 3rd 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 24th day of March, 2025; published by title in the Denver Post and in full on the City of Lakewood's website, www.lakewood.org, on the 27th day of March, 2025; set for public hearing to be held on the 28th day of April, 2025; read, finally passed and adopted by the City Council on the 28th day of April, 2025; and signed by the Mayor on the ____ day of April, 2025.

Wendi Strom, Mayor

ATTEST:

Jay Robb, City Clerk

APPROVED AS TO FORM:

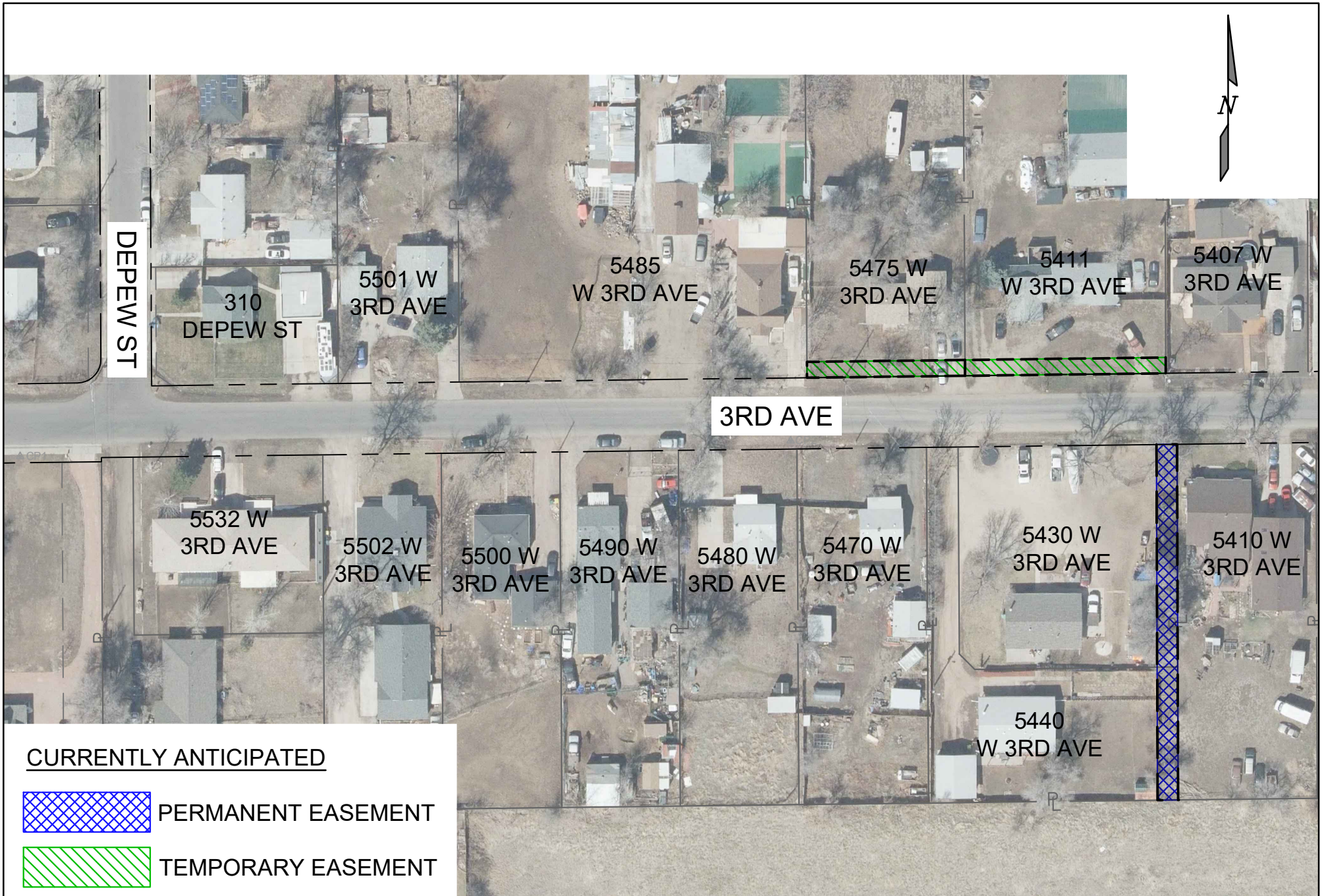
Alison McKenney Brown, City Attorney

EXHIBIT A

Property Interests for the following addresses:

49-121-99-002
5430 W 3RD AVE
LAKEWOOD, CO 80226

49-121-99-004
5440 W 3RD AVE
LAKEWOOD, CO 80226



CITY OF LAKEWOOD ORDINANCE MAP
PROPERTY INTERESTS FOR 3RD AVENUE DRAINAGE PROJECT
MARCH 2025



CITY OF LAKEWOOD PROPOSED DESIGN MAP
FOR 3RD AVENUE DRAINAGE PROJECT
MARCH 2025

STAFF MEMO

DATE OF MEETING: APRIL 28, 2025 / AGENDA ITEM NO. 17

To: Mayor and City Council
From: Travis Parker, Chief of the Sustainability & Community Development Branch
Subject:

SUMMARY STATEMENT: The Jefferson County Public School District is interested in selling the approximately 17 acre property containing Emory Elementary School to the City of Lakewood. City staff is requesting that City Council grant the City Manager the authority to enter into a purchase and sale contract to buy the 17 acre site for \$4,000,000, and to take any further action necessary to this transaction.

BACKGROUND INFORMATION: In 2023, the Jefferson County School District made the difficult decision to identify a number of schools for closure. As the District has begun the challenging process of selling the closed school properties, they have sought to transfer ownership to entities, like Lakewood, that will continue to use the properties to build community in a manner that will support JeffCo Public School students and their families.

In 2024, the District began discussions with Lakewood staff about selling Emory Elementary to the City. The City Staff considered the District's interest in using the property in support of JeffCo students and families, the values and priorities of the Lakewood City Council and growing areas of need within the community. They were able to develop a vision in which the purchase of Emory Elementary can be used to target each of these goals and areas of concern.

If the proposed purchase of Emory Elementary is approved by the City Council, the property will be subdivided into two separate parcels. A ten-acre lot on the west side of the property containing building(s) and a parking lot will be utilized to support existing community partnerships focusing on empowering individuals and families to build pathways to lasting economic stability. The seven acres containing sports fields will be retained by the City for municipal purposes with no long-term use of the site yet identified.

The attached ordinance will grant the City Manager the ability to negotiate and execute a contract to purchase the property and to take such further action as is necessary to carry out this transaction.

BUDGETARY IMPACTS: The negotiated price of this land is \$4,000,000. It will be paid from the general fund.

STAFF RECOMMENDATIONS: Staff recommends approval of the ordinance to allow purchase of the Emory School site.

ALTERNATIVES: City Council could reject the purchase proposal and not buy the property.

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

NEXT STEPS: The City Manager will negotiate and execute a purchase and sale agreement with Jefferson County Public Schools and initiate subdivision of the property. City staff will begin negotiations with the Action Center of Lakewood regarding utilizing the ten-acre parcel in support of community needs and priorities.

Any contract for sale of real property to the Action Center would be brought to the City Council for approval.

ATTACHMENTS: 1. O-2025-14

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

O-2025-14

AN ORDINANCE

AUTHORIZING THE PURCHASE OF REAL PROPERTY LOCATED AT 1275 S. TELLER ST., LAKEWOOD, COLORADO FOR MUNICIPAL PURPOSES, INCLUDING ACCEPTANCE OF A DEED THEREFOR

WHEREAS, the City of Lakewood (the “City”) desires to purchase approximately seventeen point two (17.2) acres of land generally located in the Northeast one-quarter of Section 23, Township 4 South, Range 69 West, of the 6th Principal Meridian, City of Lakewood, County of Jefferson, State of Colorado, and as identified in Exhibit A (the “Property”), for municipal purposes;

WHEREAS, the City will acquire the Property in accordance with the terms of a Purchase and Sale Agreement between the City and Jefferson County School District R-1 (the “Purchase Agreement”);

WHEREAS, the City has sufficient funds in the General Fund to acquire the Property for municipal purposes, and the City Council desires to authorize expenditures therefrom to purchase the Property;

WHEREAS, the City intends to acquire the entire seventeen point two (17.2) acre site and then subdivide the property into two parcels to include a ten (10) acre site to be used as a family resource center and a seven point two (7.2) acre site to be used for municipal purposes;

WHEREAS, the ten (10) acre family resource site will be deed restricted by the Jefferson County School District to ensure the site shall be used for its intended purpose;

WHEREAS, the purchase price for the Property is not to exceed four million dollars (\$4,000,000.00);

WHEREAS, the City is acquiring this parcel in “as-is” condition but will perform a “due diligence” inspection of the Property that includes a title commitment, ALTA survey, and review of existing environmental reports and other documentation;

WHEREAS, the boundaries of the Property as identified in Exhibit A are an approximation; the City will have a final legal description of the site following completion of the ALTA survey;

WHEREAS, the purchase and sale of this Property is subject to compliance with the Jefferson County School District Property Disposition Process and approval of the Board of Education;

WHEREAS, the City Attorney's Office will review and approve the final Purchase Agreement as to form; 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 City Council for the City of Lakewood hereby declares its intent to purchase the Property as identified in Exhibit A, attached hereto and incorporated herein, in fee simple for municipal purposes.

SECTION 2. The purchase of the Property will serve a public purpose and further the health and welfare of the residents of the City by providing necessary resources to residents.

SECTION 3. The City Council hereby authorizes the City Manager or designee to execute all documents necessary to finalize the Purchase Agreement and other documents related to the acquisition of the Property.

SECTION 4. The City Manager or designee is hereby authorized to accept the instruments of conveyance of the property interests purchased pursuant to this Resolution from the Jefferson County School District R-1.

SECTION 5. The City Council hereby authorizes the expenditure of up to four million dollars (\$4,000,000.00) from the General Fund for fiscal year 2025 for the purchase of the Property.

SECTION 6. The City's Chief Financial Officer is hereby authorized and directed to pay amounts not to exceed four million dollars (\$4,000,000.00) for the acquisition of the Property upon receipt of appropriate documentation.

SECTION 7. 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 8. 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 14th day of April, 2025; published by title in the Denver Post and in full on the City of Lakewood's website, www.lakewood.org, on the 17th day of April, 2025; set for public hearing to be held on the 28th day of April, 2025; read, finally passed and adopted by the City Council on the 28th day of April, 2025; and signed by the Mayor on the ____ day of April, 2025.

Wendi Strom, Mayor

ATTEST:

Jay Robb, City Clerk

APPROVED AS TO FORM:

Alison McKenney Brown, City Attorney

EXHIBIT A



EXHIBIT A: EMORY SCHOOL SITE 17 ACRE +/- PARCEL
(approximate boundary)

STAFF MEMO

DATE OF MEETING: APRIL 28, 2025 / AGENDA ITEM NO. 18

To: Mayor and City Council
From: Travis Parker, Chief of the Sustainability & Community Development Branch
Subject:

SUMMARY STATEMENT: The Jefferson County Public School District is interested in selling approximately 2 acres of the site containing Vivian Elementary School to the City of Lakewood. City staff is requesting that the City Council grant the City Manager the authority to enter into a purchase and sale contract to buy the site for \$596,720, and to take any further action necessary for this transaction.

BACKGROUND INFORMATION: In 2023, the Jefferson County School District made the difficult decision to identify a number of schools for closure. As the District has begun the challenging process of selling the closed school properties, they have sought to transfer ownership to entities, like Lakewood, that will continue to use the properties to build community in a manner that will support JeffCo Public School students and their families.

In 2024, the District began discussions with Lakewood staff about selling a portion of the Vivian Elementary site to the City for public park purposes. City Staff considered the District's interest in using the property in support of JeffCo students and families, the values and priorities of the Lakewood City Council and growing areas of need within the community to develop a vision in which the purchase of land can be used to target each of these goals and areas of concern.

The City determined that a three-acre park would be of an adequate size to allow the community to continue to meet, recreate and sustain a strong community. Understanding that a portion of that site would be used for residential development, the City calculated that the parkland dedication associated with that development would result in a required dedication of approximately one acre. To achieve the goal of establishing a park of approximately three acres, Lakewood negotiated to purchase two acres of the Vivian site for \$596,720. City staff are currently working with the developer to design the site to create a unified park of approximately 3 acres to include the portion purchased by the City and the portion to be dedicated by the developer.

The attached ordinance will grant the City Manager the ability to negotiate and execute a contract to purchase the property for park purposes and to take such further action as is necessary to carry out this transaction.

BUDGETARY IMPACTS: The negotiated price of this land is \$596,720. Those funds will be taken from the general fund.

STAFF RECOMMENDATIONS: Staff recommends approval of the ordinance to allow the purchase of acreage at Vivian Elementary School to be used for park purposes.

ALTERNATIVES: The City Council could reject the purchase proposal and not buy the property.

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

NEXT STEPS: The City Manager will negotiate and execute a purchase and sale agreement with the school

district.

ATTACHMENTS: 1. O-2025-15

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

O-2025-15

AN ORDINANCE

AUTHORIZING THE PURCHASE OF REAL PROPERTY LOCATED AT 10500 W. 25TH AVE, LAKEWOOD, COLORADO FOR OPEN SPACE AND PARK PURPOSES, INCLUDING ACCEPTANCE OF A DEED THEREFOR

WHEREAS, the City of Lakewood (the "City") desires to purchase approximately two (2) acres of land generally located in the Northeast one-quarter of Section 33, Township 3 South, Range 69 West of the 6th Principal Meridian, City of Lakewood, County of Jefferson, State of Colorado, and as identified in Exhibit A (the "Property"), for the purpose of preserving the Property for open space and park purposes;

WHEREAS, the City will acquire the Property in accordance with the terms of a Purchase and Sale Agreement between the City and Jefferson County School District R-1 (the "Purchase Agreement");

WHEREAS, the City has unexpended balances in the General Fund for park and open space acquisition, and the City Council desires to authorize expenditures therefrom to purchase the Property;

WHEREAS, the purchase of the Property for open space and park purposes aligns with one of the City's goals to purchase land for open space and park property;

WHEREAS, upon learning of the sale of the existing elementary school on the Property, City residents expressed strong interest in the City acquiring all or a portion of the Property to be held for open space and park purposes;

WHEREAS, the purchase price for the Property is not to exceed five hundred and ninety-six thousand seven-hundred and twenty dollars (\$596,720.00);

WHEREAS, to reduce the cost to the City to purchase the Property, the City is applying for financial assistance from Jefferson County Open Space through the Jefferson County Land Conservation Grant Program ("Grant Funding");

WHEREAS, if awarded, the City's share of the property acquisition cost may be lowered by up to twenty-five percent (25%) of the total cost, potentially bringing the City's contribution for the property acquisition down to four hundred forty-seven thousand five hundred and forty dollars (\$447,540.00);

WHEREAS, the City is acquiring this parcel in "as-is" condition but will perform a "due diligence" inspection of the Property that includes a title commitment, ALTA survey, and review of existing environmental reports and other documentation;

WHEREAS, the boundaries of the Property as identified in Exhibit A are an approximation; the City will have a final legal description of the two-acre site following completion of the ALTA survey;

WHEREAS, the purchase and sale of this Property is subject to compliance with the Jefferson County School District Property Disposition Process and approval of the Board of Education;

WHEREAS, the City Attorney's Office will review and approve the final Purchase Agreement as to form; 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 City Council for the City of Lakewood hereby declares its intent to purchase the Property as identified in Exhibit A, attached hereto and incorporated herein, in fee simple for open space and park purposes.

SECTION 2. The purchase of the Property will serve a public purpose and further the health and welfare of the residents of the City by providing additional open space and parkland.

SECTION 3. The City Council hereby authorizes the City Manager or designee to execute all documents necessary to finalize the Purchase Agreement, the Grant Funding application, and other documents and agreements related to the acquisition of the Property.

SECTION 4. The City Manager or designee is hereby authorized to accept the instruments of conveyance of the property interests purchased pursuant to this Resolution from the Jefferson County School District R-1.

SECTION 5. The City Council hereby authorizes the expenditure of up to five hundred and ninety-six thousand seven hundred and twenty dollars (\$596,720.00) from the General Fund for fiscal year 2025 for the purchase of the Property.

SECTION 6. The City's Chief Financial Officer is hereby authorized and directed to pay amounts not to exceed five hundred and ninety-six thousand seven-hundred and twenty dollars (\$596,720.00) for the acquisition of the Property upon receipt of appropriate documentation.

SECTION 7. Any and all Grant Funding received shall reimburse the City's General Fund from which the above expenditure will be made.

SECTION 8. 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 9. 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 14th day of April, 2025; published by title in the Denver Post and in full on the City of Lakewood's website, www.lakewood.org, on the 17th day of April, 2025; set for public hearing to be held on the 28th day of April, 2025; read, finally passed and adopted by the City Council on the 28th day of April, 2025; and signed by the Mayor on the ____ day of April, 2025.

Wendi Strom, Mayor

ATTEST:

Jay Robb, City Clerk

APPROVED AS TO FORM:

Alison McKenney Brown, City Attorney

Exhibit A



STAFF MEMO

DATE OF MEETING: APRIL 28, 2025 / AGENDA ITEM NO. 19

To: Mayor and City Council

From:

Subject:

SUMMARY STATEMENT:

BACKGROUND INFORMATION:

BUDGETARY IMPACTS:

STAFF RECOMMENDATIONS:

ALTERNATIVES:

PUBLIC OUTREACH:

NEXT STEPS:

ATTACHMENTS: None

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