

AGENDA
REGULAR MEETING OF THE CITY COUNCIL
480 S. ALLISON PARKWAY
CITY OF LAKEWOOD, COLORADO
HYBRID MEETING
OCTOBER 13, 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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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. 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.

ITEM 1 – CALL TO ORDER

ITEM 2 – ROLL CALL

ITEM 3 – OPENING ITEMS

ITEM A. – PLEDGE OF ALLEGIANCE

ITEM B. – STATEMENT OF CONFLICT OF INTEREST

ITEM C. – PROCLAMATION - INDIGENOUS PEOPLES DAY

ITEM D. – PROCLAMATION - BREAST CANCER AWARENESS MONTH

ITEM 4 – INITIAL PUBLIC COMMENT

**CONSENT AGENDA
ORDINANCES ON FIRST READING**

ITEM 5 – – RESOLUTIONS

**ITEM A. – R-2025-52 – ADOPTING AN INTERGOVERNMENTAL AGREEMENT
WITH JEFFERSON COUNTY FOR THE FACILITATION OF HEAD START**

PROGRAMS TO LAKEWOOD FAMILIES AT CITY OF LAKEWOOD
FACILITIES AND AUTHORIZING THE CITY MANAGER TO EXECUTE
SAID AGREEMENT

ITEM 6 – – ORDINANCES ON FIRST READING

**ITEM A. – O-2025-33 – AUTHORIZING THE PURCHASE OF REAL PROPERTY
LOCATED AT 8745 AND 8755 W. 14TH AVE., LAKEWOOD, COLORADO
FOR MUNICIPAL PURPOSES TO FACILITATE PERMANENT
SUPPORTIVE HOUSING, INCLUDING ACCEPTANCE OF A DEED
THEREFOR**

**ITEM B. – O-2025-34 – AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR
THE LEASE OF PROPERTY LOCATED AT 8745 AND 8755 W. 14TH
AVE., LAKEWOOD, COLORADO BY AND BETWEEN THE CITY OF
LAKEWOOD, COLORADO AND THE ACTION CENTER**

**ITEM C. – O-2025-35 – AUTHORIZING THE SALE OF REAL PROPERTY LOCATED
AT 1275 S. TELLER ST., LAKEWOOD, COLORADO TO OPERATE AS A
COMMUNITY SERVICE FACILITY, INCLUDING A DEED RESTRICTION
THEREFOR**

ITEM 7 – APPROVING MINUTES OF THE CITY COUNCIL MEETINGS

ITEM 8 – – ITEMS REMOVED FROM CONSENT AGENDA

END OF CONSENT AGENDA

**ORDINANCES ON SECOND READING
AND PUBLIC HEARINGS**

ITEM 9 – – PUBLIC HEARINGS — ORDINANCES ON SECOND READING

A. AMENDING THE LAKEWOOD ZONING CODE BY REPEALING THE
EXISTING ZONING MAP, REPLACING IT WITH THE NEW ZONING
MAP, AND REZONING PROPERTIES THEREBY

ITEM 10 – 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 11 – GENERAL BUSINESS

A. COUNCIL REQUEST FROM COUNCILORS REIN AND FURMAN

B. COUNCIL REQUEST FROM COUNCILOR REIN

ITEM 12 – EXECUTIVE REPORT

ITEM 13 – MAYOR AND CITY COUNCIL REPORTS

ITEM 14 – ADJOURNMENT

[MEET_FOOT]

STAFF MEMO

DATE OF MEETING: OCTOBER 13, 2025 / AGENDA ITEM NO. 3

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: OCTOBER 13, 2025 / AGENDA ITEM NO. 3C

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: OCTOBER 13, 2025 / AGENDA ITEM NO. 3D

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. Proclamation - October Breast Cancer Awareness

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

P R O C L A M A T I O N
BREAST CANCER AWARENESS MONTH

WHEREAS, October 2025 marks the 40th year of National Breast Cancer Awareness Month, an effort that has educated millions of Americans about the importance of early detection, diagnosis, and treatment; and

WHEREAS, breast cancer impacts people of all genders, with one in eight women and thousands of men facing a breast cancer diagnosis in their lifetime; and

WHEREAS, when breast cancer is detected early and remains localized, the five-year survival rate is as high as 99%, underscoring the importance of regular screenings, self-exams, and timely medical care; and

WHEREAS, Breast Cancer Awareness Month serves as a time to honor those who have lost their battle, to stand with survivors and their families, and to recognize the tireless advocates, caregivers, and healthcare professionals who provide care, support, and education; and

WHEREAS, organizations such as the American Cancer Society and local providers, including the Lutheran Breast Care Center at Lutheran Hospital, continue to advance research, expand awareness, and deliver compassionate, patient-centered care from screening to survivorship; and

WHEREAS, the City of Lakewood encourages all residents to take action in prevention and awareness by learning their family history, adopting healthy lifestyles, scheduling regular screenings, supporting loved ones impacted by breast cancer, and advocating for continued research and community resources.

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:

OCTOBER 2025 AS BREAST CANCER AWARENESS MONTH

GIVEN under my hand and Seal of the City of
Lakewood, this 13th day of October 2025.

Wendi Strom, Mayor

STAFF MEMO

DATE OF MEETING: OCTOBER 13, 2025 / AGENDA ITEM NO. 4

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: OCTOBER 13, 2025 / AGENDA ITEM NO. 5

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: OCTOBER 13, 2025 / AGENDA ITEM NO. 5A

To: Mayor and City Council
From: Traci Wieland, Director of Community Resources
Subject: **Head Start IGA**

SUMMARY STATEMENT: The City of Lakewood is interested in entering into an Intergovernmental Agreement with Jefferson County Head Start to allow them to offer Head Start at three City-owned locations in Lakewood. This agreement ensures Lakewood families will continue to have access to high-quality, free childcare in buildings specifically designed for early childhood education programs for the foreseeable future.

BACKGROUND INFORMATION: The City of Lakewood successfully completed year five of a five-year grant to provide Head Start classes to Lakewood families on June 30, 2025. This milestone also marked the culmination of the City's 25 years of Head Start programming.

City Council approved staff's recommendation to relinquish its right to non-competitive Head Start grant funding in May 2024. The City subsequently notified the Office of Head Start (OHS) of its intent to open the Lakewood service area to other Head Start providers. OHS posted the Head Start grant to serve Lakewood on April 29, 2025, and conducted a 90-day search for a new provider. Jeffco Head Start was subsequently awarded the grant on July 29, 2025. This award allows Jeffco Head Start to unify all Head Start programs in Jefferson County under one provider, while ensuring income-qualifying families in Lakewood continue to have access to Head Start programs and services. The grant awarded to Jeffco Head Start provides funding to serve 64 Head Start students and 16 toddlers in a classroom environment through the end of the 2029-2030 school year.

OHS has set a target date of October 1, 2025 for Jeffco Head Start to begin classes in Lakewood. This IGA is a critical step toward Jeffco reaching this goal. It sets the parameters for facility usage and the responsibilities of each entity related to the provision of Head Start programs occurring in Lakewood facilities over the upcoming five-year grant period.

BUDGETARY IMPACTS: The City will provide utilities, grounds maintenance, basic infrastructure improvements, and snow removal for the programs held in City-owned facilities. This is estimated at approximately \$75,000 annually. Jeffco Head Start will be able to use in-kind support from the City to offset the non-federal match funds required by the grant by utilizing the appraised valuation of the City-owned facilities, which is estimated at approximately \$220,000 annually.

STAFF RECOMMENDATIONS: Staff recommends approving this IGA.

ALTERNATIVES: City Council can choose not to enter into this IGA with Jefferson County resulting in the County's inability to use the City's childcare facilities for Head Start programming. Such action would result in fewer Lakewood families having access to Head Start programs and services.

PUBLIC OUTREACH: This item has been promoted through the regular communication channels to

be considered by the Lakewood City Council. Additionally, letters were sent to Head Start families enrolled in Lakewood's Head Start program informing them of the upcoming change. Finally, Community Resources staff are working with Jeffco Head Start staff on public outreach to promote Jeffco as the new Head Start provider in Lakewood.

NEXT STEPS: City staff will work with Jeffco Head Start staff to ensure a successful transition of Head Start programming in Lakewood.

ATTACHMENTS:

1. Resolution R-2025-52
2. Head Start IGA and Lease
3. Jeffco IGA - Head Start Locations Map

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

R-2025-52

A RESOLUTION

ADOPTING AN INTERGOVERNMENTAL AGREEMENT WITH JEFFERSON COUNTY
FOR THE FACILITATION OF HEAD START PROGRAMS TO LAKEWOOD FAMILIES
AT CITY OF LAKEWOOD FACILITIES AND AUTHORIZING THE CITY MANAGER TO
EXECUTE SAID AGREEMENT

WHEREAS, the Lakewood City Council approved the notification to the Office of Head Start on April 8, 2024, alerting the organization that the City of Lakewood did not intend to apply for Head Start and Early Head Start grant funds for the five-year grant cycle that began on July 1, 2025;

WHEREAS, City Council determined that opening up the Head Start and Early Head Start grant funding to other potential Head Start and Early Head Start providers was in the best interest of the residents of Lakewood;

WHEREAS, Jefferson County (the "County") determined it was in its best interest to apply for the Head Start and Early Head Start grant funding to also begin serving Lakewood residents in addition to Jefferson County residents;

WHEREAS, the County was awarded the Head Start and Early Head Start grant funding designated to serve the Lakewood community from the Office of Head Start on July 29, 2025;

WHEREAS, the County desires to lease the five Facilities that were previously used by the City for Head Start and Early Head Start programs to serve the Lakewood community;

WHEREAS, the City wishes to lease these Facilities to the County so the County may continue to provide necessary services to the community.

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

SECTION 1. The City Council hereby authorizes the City Manager to enter into an intergovernmental agreement with Jefferson County to become a provider of Head Start programs.

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

INTRODUCED, READ AND ADOPTED by a vote of ____ for and ____ against at a hybrid regular meeting of the City Council on September 8, 2025, at 7 o'clock p.m., at the Lakewood Civic Center, 480 South Allison Parkway, Lakewood, Colorado.

Wendi Strom, Mayor

ATTEST:

Jay Robb, City Clerk

APPROVED AS TO FORM:

Alison McKenney Brown, City Attorney

INTERGOVERNMENTAL AGREEMENT AND LEASE FOR HEAD START PROGRAMS AND FACILITIES

THIS INTERGOVERNMENTAL AGREEMENT AND LEASE FOR HEAD START PROGRAMS AND FACILITIES (the "IGA") is made and entered into between the **CITY OF LAKEWOOD**, a Colorado home rule municipal corporation located at 480 South Allison Parkway, Lakewood, CO 80226 (the "City"), and **COUNTY OF JEFFERSON, STATE OF COLORADO on behalf of JEFFERSON COUNTY HEAD START**, (collectively "the Parties") whose business address is 100 Jefferson County Parkway, Golden, CO 80401 (the "County"), effective as of the latest date set forth in the signature blocks below (the "Effective Date").

RECITALS

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

WHEREAS, the Lakewood City Council approved the notification to the Office of Head Start on April 8, 2024, that the City does not intend to apply for Head Start and Early Head Start grant funds for the five-year grant cycle that begins on July 1, 2025; and

WHEREAS, City Council determined that opening up the Head Start and Early Head Start grant funding to other potential Head Start and Early Head Start providers was in the best interests of the residents of Lakewood; and

WHEREAS, the County determined it was in its best interests to apply for the Head Start and Early Head Start grant funding to also begin serving Lakewood residents in addition to County residents; and

WHEREAS, the County was awarded the Head Start and Early Head Start grant funding designated to serve the Lakewood community from the Office of Head Start on July 21, 2025;

WHEREAS, the County desires to lease the Facilities previously used by the City for Head Start and Early Head Start programs to serve the Lakewood community; and

WHEREAS, the City wishes to lease these Facilities to the County so the County may continue to provide necessary services to the community.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the City and the County agree as follows:

I. AUTHORIZATION

A. THE CITY. The City hereby leases to the County the following City facilities ("Facilities") for the administration of Head Start services:

1. 6201 W. 11th Avenue, Lakewood CO 80214
2. 1301 Union Street, Golden 80401
3. 7735 W Florida Avenue, Lakewood 80232

4. 1480 S Yarrow Street, Lakewood 80232

5. 1470 S Yarrow Street, Lakewood 80232

B. INCLUDED IN THE LEASE.

- i. Full use of the Facilities, including all classrooms both indoor and outdoor, playground equipment, and outdoor spaces.
- ii. Any and all furniture and appliances that remain within the Facilities, which were purchased, installed, and maintained by the City for the purpose of facilitating Head Start services.
- iii. Keys to the facility. The City shall issue keys to the County for access to the Facilities. The County shall maintain a record of all issued keys, including distribution to authorized staff or contractors. The County is responsible for ensuring keys are tracked, securely stored, and returned to the City upon request or at the conclusion of the Agreement. In the event any keys are lost, stolen, or unreturned, the County shall be responsible for the full cost of rekeying the Facilities, including replacement hardware and locksmith services if necessary.

B. THE COUNTY. The County hereby agrees that by leasing the Facilities they agree to be bound by the terms and conditions in this IGA. In addition, the County warrants and represents that they shall comply with all grant and Head Start standards and requirements, as well as maintain the necessary licenses to be able to perform such services. The City shall provide the County with documentation of the costs incurred by the City to operate of the Facilities during the Term of the IGA upon request by the County, including without limitation the City's utility and maintenance costs for the Facilities, as needed by the County to substantiate its non-federal match obligations under its Head Start grant.

II. **TERM; TERMINATION; EXTENSION**

- A. TERM. The initial term of this IGA shall commence on the Effective Date and shall continue until August 31, 2026, upon which date this IGA shall terminate unless renewed by the Parties.
- B. TERMINATION. Either party may terminate this lease with at least ninety (90) days prior notice to the other party, so long as such termination adheres to any Head Start and Early Head Start grant requirements. Further, neither the City nor the County will terminate the lease mid-program year unless either party is in default.
- C. EXTENSIONS/AMENDMENTS. This IGA may be renewed on an annual basis for one-year periods ("Renewal Term"), not to exceed four (4) such Renewal Terms. The expiration hereof of any Renewal Term shall be referred to hereinafter as an "Expiration Date." This IGA may also be amended upon mutual written agreement by the Parties. The City Manager of the City has the authority to execute such amendments and extensions of this IGA so long as any financial obligations attributable to the City do not increase more than five percent (5%) with each extension or amendment. Should the City's financial obligations under this IGA increase more than five percent (5%) any such extension or amendment must be approved by the City's City Council.

III. FACILITY USE; MAINTENANCE; OPERATIONS

A. ROUTINE AND ONGOING MAINTENANCE OF THE FACILITIES: Both the County and the City agree to share the cost of the routine and ongoing maintenance of the facilities, with both the County and the City each paying 50% of the total amount owed for each maintenance incident for this term and each Renewal Term of the IGA. Routine and ongoing maintenance for the purposes of this IGA shall be all maintenance other than the Maintenance Responsibilities of the City described in Section B. below.

1. Maintenance Requests Process. For the purposes of routine and ongoing maintenance, the County shall contact the City to make any maintenance requests.
2. Service Level Priority. If the County submits a maintenance request to the City where a maintenance issue adversely impacts licensing for the Head Start facilitators or is an urgent request such as loss of water, loss of power, or which impacts safety, the County's Maintenance Technician or the County's Operations Manager shall notify the City promptly so that the City may promptly respond to the maintenance request. In the event a maintenance request falls outside the scope of adverse Head Start licensing impacts, safety impacts, or other emergency needs, the City shall respond to such requests at the Facilities in the same manner as the City responds to requests at all other City facilities.
3. Exclusions to the cost sharing agreement:
 - i. Cosmetic Improvements and Furniture. All cosmetic improvements and furniture replacement at the Facilities desired by the County are not included in routine or ongoing maintenance and are the sole financial responsibility of the County. While cosmetic improvements may be made to the Facilities, such improvements must first be approved in writing by the City's Facilities and Infrastructure Management Team. prior to any such improvements being made. Such requests will be processed within 30 days of receipt and approvals shall not be unreasonably withheld.
4. Damage/Issues caused by the Head Start program participants and facilitators: The County shall be liable and responsible for any and all maintenance or repairs arising out of or attributable to the negligence or fault of Head Start participants and facilitators while the participants and facilitators are under the control and supervision of the County.

B. MAINTENANCE RESPONSIBILITIES OF THE CITY.

1. The City shall provide and is responsible for all landscaping and snow removal services for the exterior areas surrounding the Facilities in the same manner as the City provides to similar City facilities, including parking lots, walkways, walkways around playgrounds, and common grounds, at its sole expense. If the County wishes to make aesthetic landscaping modifications, it must seek approval from the City and if approved, the City is not

responsible for the costs or maintenances of such landscaping requests from the County. The City's snow removal plan shall be triggered when there is one (1) inch of snow accumulation on roads and sidewalks. The City will make reasonable attempts to complete snow removal by 7:30 a.m. so long as the snow accumulation meets or exceeds the City's snow removal plan requirements. If, after the City's snow removal plan is triggered, the City is unable to complete snow removal at a Facility by 7:30 am, the City agrees to notify Jefferson County Head Start as soon as possible.

2. The City is responsible for any routine preventative maintenance related to major mechanical, electrical, and plumbing systems.
3. The City is responsible for completing repairs and/or purchase replacement of all major mechanical, electrical, and plumbing systems necessary to operate the Facility per Head Start Program Performance Standards, childcare licensing regulations, and health and fire code requirements unless the damage occurred due to improper use of said systems by County staff. The City is also responsible for roofing, structural, and carpentry repairs. Expenses for repairs or replacement required due to improper use or care of mechanical, electrical, or plumbing systems by County staff will be the full responsibility of the County.

C. FACILITY CONDITION WALKTHROUGHS.

1. Pre-occupancy walkthrough. A joint pre-occupancy walkthrough of all Facilities shall be conducted by the City and the County to document baseline conditions. The Parties shall document the condition of the Facilities via photographs and written documentation.
2. Post-occupancy walkthrough. A post-occupancy walkthrough shall be conducted at the conclusion of the Agreement. The Parties shall document the condition of the Facilities via photographs and written documentation. The County shall be solely responsible for the cost of repairing any damage or deficiencies identified during the post-occupancy walkthrough, beyond what is reasonably considered normal wear and tear.

D. INCIDENT REPORTING. In addition to the maintenance reporting set forth in Section 3, the County shall notify the City promptly of any incident involving safety hazards or incidents involving bodily injury or property damage which occurred at the Facilities.

E. CAMERAS, SURVEILLANCE, AND MAINTENANCE. In the event the County wishes to install or use cameras or surveillance equipment at one or more of the Facilities, the County shall agree to maintain copies of such footage for a period of no less than 30 days from the date of recording. Additionally, the County's installation and/or use of such cameras or surveillance equipment shall comply with the County's Record Protection and Management Policy, Use of Security Cameras and Surveillance Policy, and the Head Start Program Performance Standards 1303.22 regarding disclosure consent requirements. Further, the County shall provide copies of such footage to the City within seven (7) days of request, subject to the County's obligations to comply with applicable law. Examples of videos the City might request include but are not limited to vandalism, property damage,

safety concerns related to the Facilities brought to our attention by program participants, staff, law enforcement, or state or federal childcare licensing bodies, and videos that have any relevance to a lawsuit naming the City as a defendant. The City agrees to use any copies of footage provided by the County solely for the above-described purposes and agrees not to further disclose such footage without the County's written consent, subject to the City's obligations to comply with applicable law.

IV. UTILITIES; BILLING; FACILITY ACCESS AND USE

- A. CONSIDERATION. As consideration for the use of the Facilities, the County agrees to serve as the proprietor of Head Start services. The County shall only use the Facilities for Head Start programs and cannot use the Facilities for any other purpose without prior written approval of the City.
- B. UTILITIES. The City shall be responsible for the payment of the following utility services associated with each Facility: electricity, water, sewer, natural gas, and trash collection. The City shall also maintain the burglary and fire alarm systems, including hardware, inspection compliance, and monthly monitoring. However, all associated costs for the burglary and fire alarm systems shall be reimbursed by the County upon invoicing.. The City reserves the right to monitor usage and notify the County of any excessive or abnormal utility consumption. In the event of damage or operational issues caused by the County's misuse or negligence of the available utilities, the County shall be responsible for the cost of any required repairs or excess utility charges.
- C. EMERGENCY PREPAREDNESS DRILLS AND EQUIPMENT. Emergency preparedness drills such as conducting fire drills, tornado drills, active shooter drills and similar safety drills shall be the responsibility of the County. The City shall be responsible for ensuring that all emergency system equipment such as fire alarms, door locking mechanisms and other equipment used during an emergency are in proper working order.
- D. FACILITY ACCESS, USE, AND CLOSURE. Both the City and the County reserve the right to close the Facilities in the event of inclement weather, emergency conditions, mandatory Facility maintenance or other unforeseen circumstances deemed necessary for public safety or to meet operational needs that cannot reasonably be met without disruption to Head Start programming. In the event either party is required to close a Facility or Facilities, or if a Facility is not available for a particular session, the closing party shall notify the other party of such closures as soon as reasonably possible. The Parties shall be not liable to participants, employees, agents or contractors for any such closure.

V. AUTHORIZED REPRESENTATIVES

The Parties shall exchange annually, or upon any change of an authorized staff member, an up-to-date list of all persons authorized as official representatives, including their telephone numbers and e-mail addresses.

VI. NOTICES

Notices required under this IGA and all other correspondence between the parties shall be directed to the following and shall be deemed received when submitted via e-mail:

If to City:
Brent Berninger
Recreation and Golf Manager
breber@lakewood.org

If to County:
Rachel Meixner
Director, Jefferson County Head Start
rmeixner@jeffco.us

With a Copy to

Jefferson County Attorney
CAOContracts@JeffCo.us

VII. INSURANCE

Both the City and the County shall procure and maintain, during the term of this IGA, Commercial General Liability coverage with a limit of not less than \$1,000,000 each occurrence, plus an additional amount sufficient to pay related defense costs and attorney fees. This coverage shall not exclude damage to City property and shall include contractual liability and products/completed operations liability. Both parties are required to name each other as an additional insured with respect to this IGA. The County shall agree to disclose to the City, all incidents or occurrences of accident, injury, and/or property damage, regardless of whether such incidents are submitted as claims under the contractor's insurance policies. The County's insurance will provide the first layer of coverage, and any insurance carried by the City will apply only after the County's coverage is exhausted.

The County hereby waives any and every claim for recovery from the City, Lenders and their respective offices and employees for any and all loss or damage covered by any of the insurance policies to be maintained under this IGA to the extent that such loss or damage is recovered under any such policy.

The County shall retain control over its employees, agents, servants, and subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the County shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by the County for the protection of all persons, including employees and property. The County shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

VIII. LIABILITY

- A. The parties hereto understand and agree that liability for claims for injuries to persons or property arising out of the acts or omissions of the parties is controlled and limited by the Colorado Constitution, the Colorado Governmental Immunity Act (C.R.S. § 24-10-101, *et seq.*), and the Risk Management Act (C.R.S. § 24-30-1501, *et seq.*). The parties shall be responsible for any and all claims incurred as a result of any alleged negligent act or omission of them or their employees, which is alleged to have occurred during the performance of their respective duties, within the scope of their employment, except where such acts or omissions are willful and wanton. Such claims shall be subject to the limitations of the Colorado Governmental Immunity Act. The parties intend that nothing herein shall be deemed or construed as a waiver by either party of any

rights, limitations, or protections afforded to it under the Colorado Governmental Immunity Act as now or hereafter amended or otherwise available at law or equity.

- B. Each party agrees to be responsible for its own liability incurred as a result of its participation in this IGA, and neither party shall be responsible for the acts or omissions of the other party's employees, agents or contractors. In the event any claim is litigated, each party will be responsible for its own expenses of litigation or other costs associated with enforcing this IGA.

IX. GENERAL PROVISIONS

- A. INTEGRATED IGA; BINDING EFFECT. This IGA contains the entire understanding of the parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written IGA of the parties. This IGA shall be binding upon, and shall inure to the benefit of, the parties and their respective heirs, personal representatives, successors and assigns.
- B. No Property Interest. Nothing in this IGA conveys, confers, or creates any legal or equitable ownership or possessory interest in all or any part of the facilities listed in Section I.A in favor of the County, except as expressly provided in this IGA. The County agrees that it will not assert, and hereby waives, any claim to such ownership interest in the City's property based on this IGA.
- C. NO WAIVER. The waiver of any breach of a term, provision or requirement of this IGA 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.
- D. NO ASSIGNMENT. This lease agreement is not subject to assignment.
- E. NO THIRD-PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this IGA and all rights of action relating to such enforcement shall be strictly reserved to the parties. It is the express intention of the parties that any person other than the City and County shall be deemed to be only an incidental beneficiary under this IGA.
- F. GOVERNING LAW AND VENUE; RECOVERY OF COSTS. This IGA shall be governed by the laws of the State of Colorado. Venue shall be in Jefferson County, Colorado, or the United States District Court for the District of Colorado.
- G. GOVERNMENTAL IMMUNITY. No term or condition of this IGA shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, et seq.
- H. PUBLIC DOCUMENT. Both Parties hereby acknowledge that the City and the County are public entities subject to the Colorado Open Records Act, C.R.S. § 24-72-201, et seq., and as such, this IGA may be subject to public disclosure thereunder.
- I. HEADINGS. Paragraph headings used in this IGA are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this IGA.

- J. SEVERABILITY. In the event a court of competent jurisdiction holds any provision of this IGA invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this IGA.
- K. COUNTERPARTS; ELECTRONIC DISPOSITION. This IGA may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument. The parties acknowledge and agree that the original of this IGA, including the signature page, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this IGA, may be used for any purpose as if it were the original, including proof of the content of the original writing.
- L. AUTHORITY. The parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this IGA on behalf of the parties and to bind the parties to its terms.
- M. INDEPENDENT GOVERNMENTAL ENTITIES. The parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.
- N. PROTECTION OF PARTY INFORMATION. In the event the City or the County disclose any Personal Identifying Information as defined in C.R.S. § 24-73-101, both the City and County shall comply with the applicable requirements of C.R.S. §§ 24-73-101, *et seq.*, relating to Third Party Services Providers. Each party further agrees to use reasonable efforts to maintain the confidentiality of any other categories of confidential information pertaining to the other party, or their clients, that such party has access to in connection with their obligations under this IGA.

[Remainder of page intentionally blank – signatures follow]

IN WITNESS WHEREOF, the parties have executed this IGA as of the Effective Date.

CITY OF LAKEWOOD

Traci Wieland, Director of Community
Resources
Department of Community Resources

ATTEST:

Jay Robb, City Clerk

Approved as to form:

Anna Ferriera, Assistant City Attorney

Recommended for Approval:

Brent Berninger, Recreation and Golf Manager
Department of Community Resources

**COUNTY OF JEFFERSON, STATE OF
COLORADO ON BEHALF OF
JEFFERSON COUNTY HEAD START**

Signature [must be notarized or attested]

Lesley Dahlkemper, Chairman
Board of County Commissioners

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing IGA was acknowledged before me this ____ day of _____,
2025, by Lesley Dahlkemper, Chairman of the Board of County Commissioners, County of
Jefferson, State of Colorado.

Witness my hand and official seal.

My Commission Expires _____.

Notary Public

Approved as to form:

Carey Markel, Deputy County Attorney

11th Avenue Head Start



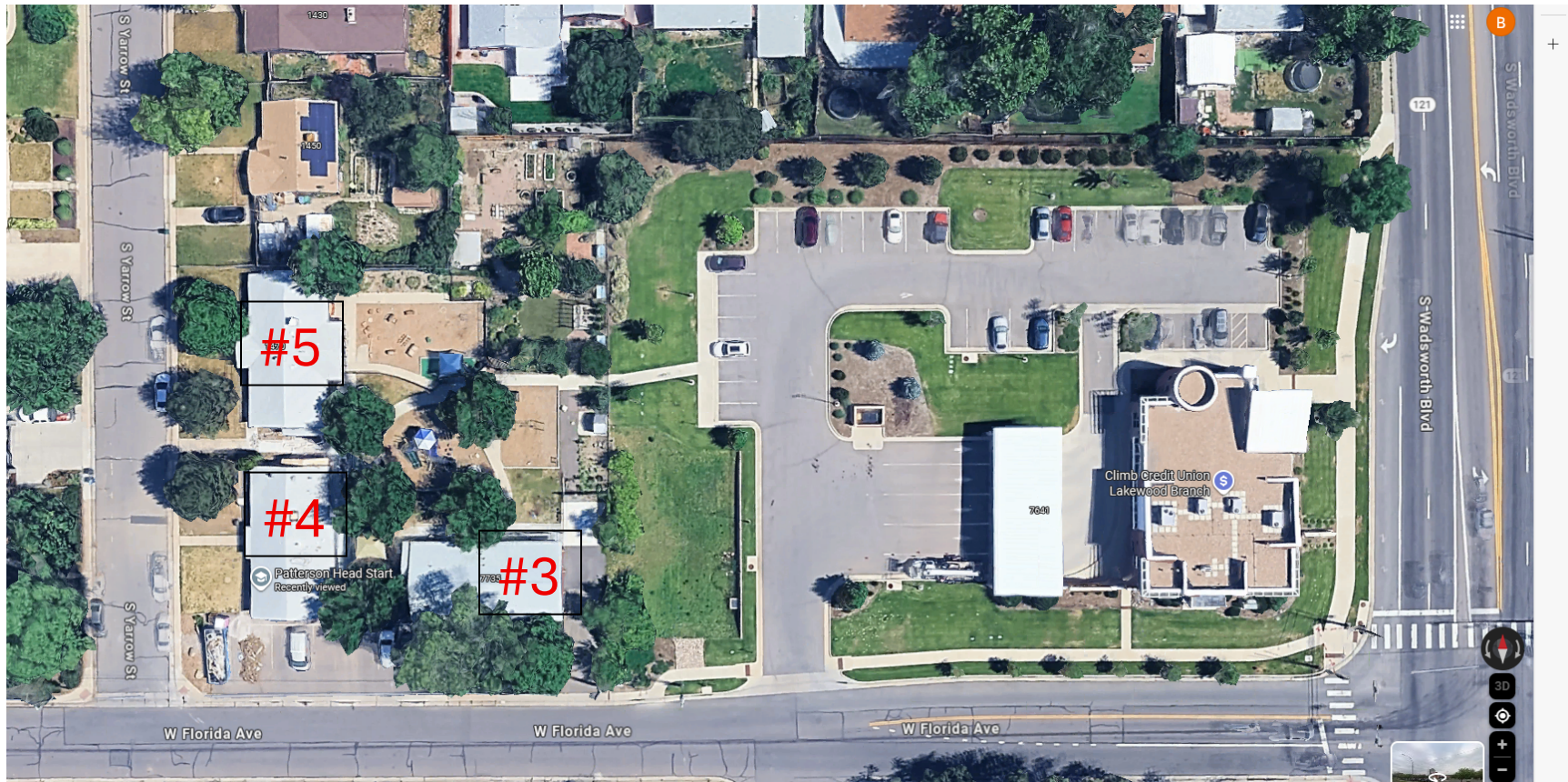
#1 – 6201 W 11th Ave, Lakewood, CO 80214

Daniels Head Start



#2 – 1301 Union St, Golden, CO 80401

Patterson Cottages



#3 – 7735 W Florida Avenue, Lakewood, CO 80232

#4 – 1480 S Yarrow Street, Lakewood, CO 80232

#5 – 1470 S Yarrow Street, Lakewood, CO 80232

STAFF MEMO

DATE OF MEETING: OCTOBER 13, 2025 / AGENDA ITEM NO. 6

To: Mayor and City Council

From:

Subject:

SUMMARY STATEMENT:

BACKGROUND INFORMATION:

BUDGETARY IMPACTS: None

STAFF RECOMMENDATIONS: None

ALTERNATIVES: None

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

NEXT STEPS: None

ATTACHMENTS: None

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

STAFF MEMO

DATE OF MEETING: OCTOBER 13, 2025 / AGENDA ITEM NO. 6A

To: Mayor and City Council
From: Travis Parker, Chief of the Sustainability & Community Development Branch
Subject: **Property Purchase at 8745 and 8755 W. 14th Ave. (Action Center)**

SUMMARY STATEMENT: The ordinance would approve of the purchase of land and buildings at 8745 and 8755 W 14th Avenue.

BACKGROUND INFORMATION:

As part of the relocation of the Action Center to 1275 S Teller Street, the City of Lakewood has the opportunity to purchase the land and buildings at the current Action Center location for \$4,000,000. This land transaction would be contingent upon the condition precedent of the City deeding a portion of the Emory School site to the Action Center. This ordinance authorizes the City Manager to accept a deed and execute any other documents associated with this transaction.

In a separate action, the City Council would approve a lease back of the facility so that the Action Center could continue to use this location for 18-24 months while their new building is being renovated. At the conclusion of the lease back period, the purchase of this site will provide Lakewood with the opportunity for the establishment of transitional housing or other affordable housing options in the near future.

BUDGETARY IMPACTS: The purchase price of the site would be partially offset by the sale of the Emory School building. The remaining cost would come from the general fund.

STAFF RECOMMENDATIONS: Staff recommends approval of this ordinance.

ALTERNATIVES: The City Council may choose not to approve the ordinance.

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. Draft O-2025-XX Purchase of Action Center Buildings

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

O-2025-XX

AN ORDINANCE

AUTHORIZING THE PURCHASE OF REAL PROPERTY LOCATED AT 8745 AND 8755 W. 14TH AVE., LAKEWOOD, COLORADO FOR MUNICIPAL PURPOSES TO FACILITATE PERMANENT SUPPORTIVE HOUSING, INCLUDING ACCEPTANCE OF A DEED THEREFOR

WHEREAS, the City of Lakewood (the “City”) desires to purchase approximately 1.96 acres of land generally located in the Northeast One-quarter of Section 3 Township 4 South, Range 69 West, 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 The Action Center (the “Purchase Agreement”);

WHEREAS, the City intends to acquire the entire 1.96 acres for permanent supportive housing;

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, Phase 1 environmental site assessment, and review of existing environmental reports and other documentation;

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 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 and execute a deed and all other documents necessary to finalize the purchase of the Property.

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. This property acquisition is contingent upon the City acquiring 1275 S. Teller St. from the Jefferson County School District R-1 and deeding a portion of that property to The Action Center to operate a Community Service Facility.

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 XXnd day of ____, 20XX; published by title in the Denver Post and in full on the City of Lakewood's website, www.lakewood.org, on the XXth day of ____, 20XX; set for public hearing to be held on the XXth day of ____, 20XX; read, finally passed and adopted by the City Council on the XXth day of ____, 20XX; and signed by the Mayor on the XXth day of ____, 20XX.

Wendi Strom, Mayor

ATTEST:

Jay Robb, City Clerk

APPROVED AS TO FORM:

Alison McKenney Brown, City Attorney

EXHIBIT A

Lot 1, RUTHSCHER SUBDIVISION, the plat of which was recorded in Plat Book 58 at Page 26, of the records of the Jefferson Country Clerk and Recorder,
Containing an area of 0.877 acres +/-
Known and addressed as 8745 W 14th Avenue, Lakewood, CO

That part of the Southwest quarter of the Northwest quarter of the Northeast quarter of the Northeast quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 3, Township 4 South, Range 69 West of the 6th Principal Meridian, City of Lakewood, County of Jefferson, State of Colorado. Being more particularly described as follows:

BEGINNING at a point on the North-line of West 14th Avenue, which Point is 634.55 feet South and 144 feet East of the Northwest corner of the West $\frac{1}{2}$ of the Northeast quarter of the Northeast quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$) of said Section 3;

Thence East along the North-line of West 14th Avenue, a distance of 123 feet;

Thence North a distance of 209 feet, more or less, to a point 425 feet South of the North-line of the West $\frac{1}{2}$ of the Northeast quarter of the Northeast quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$) of said Section 3;

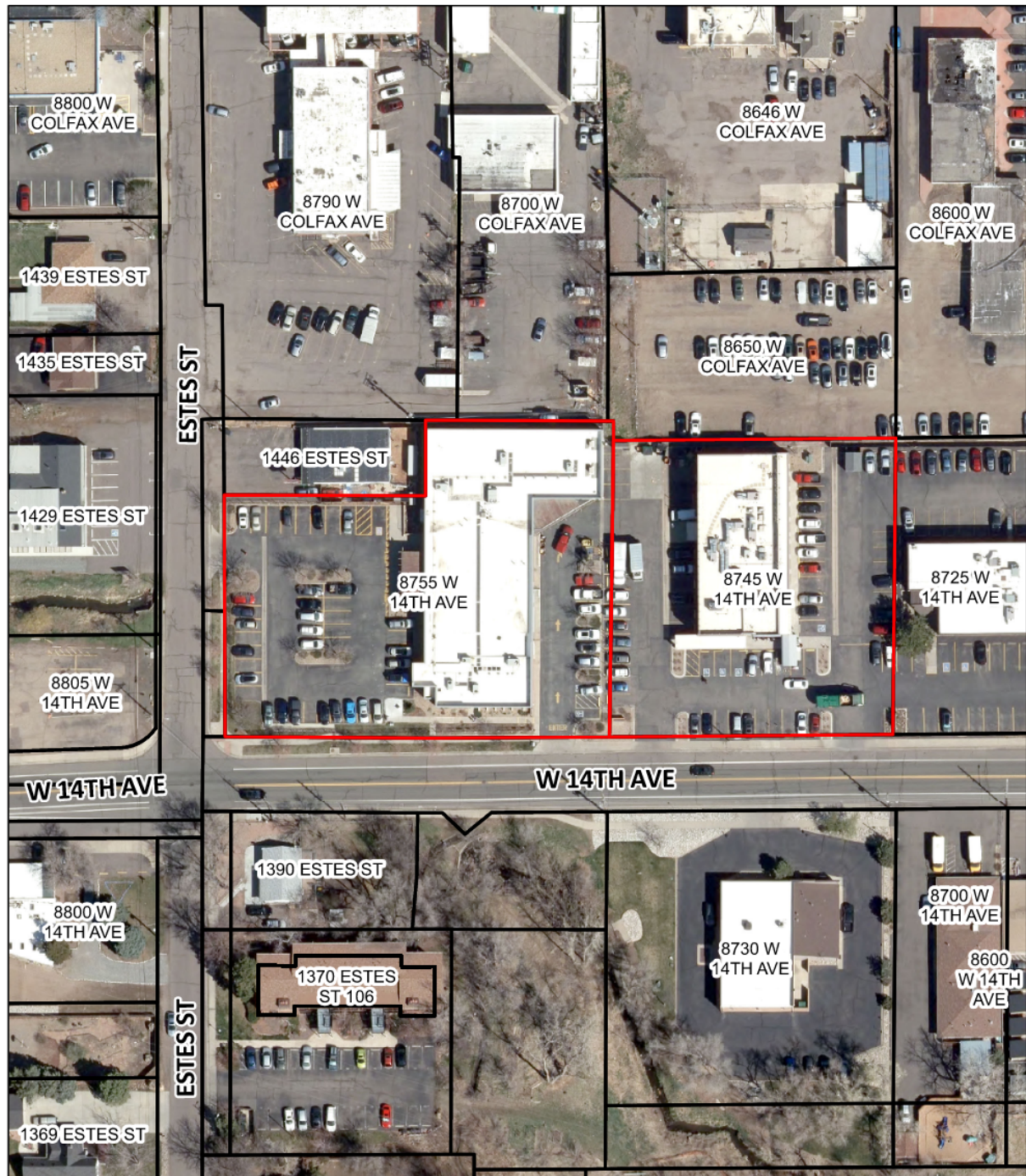
Thence West a distance of 123 feet;

Thence South a distance of 209 feet, more or less, to the Point of Beginning.

Containing an area of 1.079 acres +/-

Known and addressed as 8755 W 14th Avenue, Lakewood, CO

EXHIBIT A CONTINUED



**EXHIBIT A: JEFFCO ACTION CENTER
8745 & 8755 WEST 14TH AVENUE**

STAFF MEMO

DATE OF MEETING: OCTOBER 13, 2025 / AGENDA ITEM NO. 6B

To: Mayor and City Council
From: Travis Parker, Chief of the Sustainability & Community Development Branch
Subject: **Property Lease at 8745 and 8755 W. 14th Avenue (Action Center)**

SUMMARY STATEMENT: The ordinance would approve the lease of land and buildings at 8745 and 8755 W 14th Avenue to the Action Center for up to two years.

BACKGROUND INFORMATION: The Action Center has met the needs of Lakewood residents by providing free clothing, food, nutrition, family services, support groups, and financial assistance for more than fifty years. The Action Center anticipates continuing to carry out this mission in the larger site currently known as Emory Elementary School. The City is considering the purchase of the Action Center's current site for potential transitional housing needs. If the City Council approves the purchase of these buildings, this ordinance would allow the lease back of this property to the Action Center for up to two years, with a possibility of a month-to-month extension if necessary. Leasing this property back to the Action Center will allow the Action Center to continue meeting of the needs of the community without interruption during time in which the renovation of the new location will occur.

BUDGETARY IMPACTS: No budgetary impact is anticipated.

STAFF RECOMMENDATIONS: Staff recommends approval of the ordinance.

ALTERNATIVES: City Council may opt not to lease the property.

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. Draft O-2025-XX Lease Agreement with Action Center

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

O-2025-XX

AN ORDINANCE

AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR THE LEASE OF PROPERTY LOCATED AT 8745 AND 8755 W. 14TH AVE., LAKEWOOD, COLORADO BY AND BETWEEN THE CITY OF LAKEWOOD, COLORADO AND THE ACTION CENTER

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

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

WHEREAS, the City is authorized pursuant to Article XX of the State Constitution and Section 14.3(a) of the Charter and its plenary grant of powers as a home rule city, to enter into lease agreements to lease public buildings and real property held or used for any municipal purpose;

WHEREAS, it is anticipated the City will acquire property located at 8745 and 8755 W. 14th Ave., Lakewood, Colorado 80215, legally described as the Northeast One-quarter of Section 3 Township 4 South, Range 69 West (the "Property");

WHEREAS, the current owner, The Action Center, has requested to lease the Property from the City until it can relocate to its new facility;

WHEREAS, the City Council finds and determines that the lease of the Property is authorized by the Colorado Constitution and the Charter and is in the best interests of the City and its residents; 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 finds and determines that it is in the best interests of the City and its residents to lease the Property to The Action Center.

SECTION 2. The City Manager or designee is hereby authorized to execute a lease agreement, and all other related documents, in a form approved by the City Attorney, between the City and The Action Center.

SECTION 3. The lease shall be until December 31, 2027 unless otherwise extended by both parties in writing.

SECTION 4. If any provision of this Ordinance should be found by a court of competent jurisdiction to be invalid, such invalidity shall not affect the remaining portions or applications of this Ordinance that can be given effect without the invalid portion, provided 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 XXnd day of ____, 20XX; published by title in the Denver Post and in full on the City of Lakewood's website, www.lakewood.org, on the XXth day of ____, 20XX; set for public hearing to be held on the XXth day of ____, 20XX; read, finally passed and adopted by the City Council on the XXth day of ____, 20XX; and signed by the Mayor on the XXth day of ____, 20XX.

Wendi Strom, Mayor

ATTEST:

Jay Robb, City Clerk

APPROVED AS TO FORM:

Alison McKenney Brown, City Attorney

STAFF MEMO

DATE OF MEETING: OCTOBER 13, 2025 / AGENDA ITEM NO. 6C

To: Mayor and City Council
From: Travis Parker, Chief of the Sustainability & Community Development Branch
Subject: **Property Sale at 1275 S Teller Street (Emory Elementary)**

SUMMARY STATEMENT: This ordinance approves the sale of the Emory School building to the Action Center for the purpose of a community service facility following the City's completion of purchase of such site.

BACKGROUND INFORMATION: In March 2025, the City Council authorized the City Manager to take those steps necessary to purchase the 17 acre site containing Emory School for \$4,000,000 from Jefferson County Public Schools. The purchasing process requires a significant amount of time to meet the legal requirements of both governmental entities involved in the transaction.

Although the purchase is not yet finalized, the City Council is being requested to authorize the City Manager to sell ten acres of the property containing the school building to the Action Center upon completion of the purchase. If this ordinance is approved, the actual transfer of property between the parties would take place immediately following the City's purchase of the land from the school district.

The deed requires that the property be used for a community service facility and that no overnight housing or sheltering would be allowed. Lakewood will retain ownership of the remaining land for municipal purposes.

BUDGETARY IMPACTS: The sale proceeds would help offset the cost of purchasing the existing Action Center site.

STAFF RECOMMENDATIONS: Staff recommends approval of the ordinance.

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. Draft O-2025-XX Sale of Emory Site to Action Center

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

O-2025-XX

AN ORDINANCE

AUTHORIZING THE SALE OF REAL PROPERTY LOCATED AT 1275 S. TELLER ST., LAKEWOOD, COLORADO TO OPERATE AS A COMMUNITY SERVICE FACILITY, INCLUDING A DEED RESTRICTION THEREFOR

WHEREAS, the City of Lakewood (the “City”) desires to sell approximately nine point eight three (9.83) 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 Attachment A (the “Property”);

WHEREAS, the City intends to acquire the Property from the Jefferson County School District R-1 and immediately sell it to The Action Center to be used as a Community Service Facility;

WHEREAS, a “Community Service Facility” is defined, in part, in the updated Zoning Code as “a building or campus used by a government, non-profit organization, or non-commercial institution that offers a collective public or social benefit by providing free goods, services, support, or assistance to and for vulnerable populations;”

WHEREAS, The Action Center desires to purchase the Property to continue its mission of providing resources and services to the City’s most vulnerable populations by providing free clothing, free food and nutrition, family services, support groups, financial and benefits assistance, and more;

WHEREAS, the City will sell the Property in accordance with the terms of a Purchase and Sale Agreement between the City and The Action Center (the “Agreement”);

WHEREAS, the 9.83 acre site will be deed restricted by the Jefferson County School District R-1 and the City to ensure the site shall be used for its intended purpose;

WHEREAS, the sale price for the Property is one million dollars (\$1,000,000.00) which may be deferred or offset by the acquisition of the current Action Center property by the City located at 8745 and 8755 W. 14th Ave., Lakewood, Colorado;

WHEREAS, the City is selling this Property in “as-is” condition;

WHEREAS, the City Attorney’s Office will prepare, review, and approve the final 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 sell the Property at 1275 S. Teller St., Lakewood, Colorado, identified in Attachment A, attached hereto and incorporated herein, in fee simple to The Action Center for use as a Community Service Facility.

SECTION 2. The sale of the Property will serve a public purpose and further the health and welfare of the residents of the City by providing necessary services and resources to the City's most vulnerable residents.

SECTION 3. The City Council hereby authorizes the City Manager or designee to execute all documents necessary to finalize the Agreement and other documents related to the sale of the Property, including language within the deed prohibiting the use of this property for overnight sheltering, camping or any similar use .

SECTION 4. The City Council grants the City Manager or designee the authority to defer or offset the one million dollar (\$1,000,000.00) sale price for the sale of the Property pending the acquisition of the current Action Center property.

SECTION 5. 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 6. 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 XXnd day of ____, 20XX; published by title in the Denver Post and in full on the City of Lakewood's website, www.lakewood.org, on the XXth day of ____, 20XX; set for public hearing to be held on the XXth day of ____, 20XX; read, finally passed and adopted by the City Council on the XXth day of ____, 20XX; and signed by the Mayor on the XXth day of ____, 20XX.

Wendi Strom, Mayor

ATTEST:

Jay Robb, City Clerk

APPROVED AS TO FORM:

Alison McKenney Brown, City Attorney

ATTACHMENT A

LAND DESCRIPTION

PARCEL 2

A PARCEL LOCATED IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF LAKEWOOD, COUNTY OF JEFFERSON, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 23, THENCE ALONG THE NORTHERLY LINE OF SAID NORTHEAST QUARTER, S89°10'20"W A DISTANCE OF 1535.74 FEET;
THENCE S00°35'45"E A DISTANCE OF 130.00 FEET TO A POINT ON THE NORTHERLY LINE OF GREEN GABLES TOWNHOUSE RECORDED JULY 19, 1966 AT RECEPTION NO. 196806 SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG SAID NORTHERLY LINE, S74°45'31"E A DISTANCE OF 24.90 FEET;
THENCE S10°32'36"E A DISTANCE OF 627.48 FEET TO A POINT ON THE NORTHERLY LINE OF THE BARGAIN AND SALE DEED RECORDED JANUARY 30, 1995 AT RECEPTION NO. F0010642;
THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING FIVE (5) CONSECUTIVE COURSES:

- 1) N63°25'49"W A DISTANCE OF 104.70 FEET;
 - 2) THENCE N10°25'54"W A DISTANCE OF 24.44 FEET;
 - 3) THENCE S80°15'43"W A DISTANCE OF 75.16 FEET;
 - 4) THENCE S30°00'49"W A DISTANCE OF 126.02 FEET;
 - 5) THENCE S20°47'11"W A DISTANCE OF 284.63 FEET TO A POINT ON THE NORTHERLY LINE OF GREENWOOD LANE FILING NO. 1 RECORDED APRIL 03, 1963 AT RECEPTION NO. 971724;
- THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING FOUR (4) CONSECUTIVE COURSES:

- 1) N79°48'36"W A DISTANCE OF 70.40 FEET;
 - 2) THENCE N66°32'36"W A DISTANCE OF 90.00 FEET;
 - 3) THENCE N54°07'36"W A DISTANCE OF 148.40 FEET;
 - 4) THENCE N88°55'36"W A DISTANCE OF 244.87 FEET TO THE SOUTHEAST CORNER OF THE WARRANTY DEED RECORDED APRIL 11, 2000 AT RECEPTION NO. F1040731;
- THENCE ALONG THE EASTERLY LINE OF SAID WARRANTY DEED, N01°28'36"W A DISTANCE OF 445.65 FEET TO A POINT ON THE SOUTHERLY LINE OF THE JEFFERSON RECORDED DECEMBER 27, 1973 AT RECEPTION NO. 613009;

THENCE ALONG SAID SOUTHERLY LINE OF THE JEFFERSON AND THE SOUTHERLY AND SOUTHEASTERLY LINE OF RICHTERS SUBDIVISION RECORDED JUNE 11, 1951 AT RECEPTION NO. 51504755 FOUR (4) CONSECUTIVE COURSES:

- 1) N89°10'24"E A DISTANCE OF 374.77 FEET;
- 2) THENCE N53°14'24"E A DISTANCE OF 300.87 FEET;
- 3) THENCE N25°14'24"E A DISTANCE OF 174.80 FEET;
- 4) THENCE N71°53'24"E A DISTANCE OF 37.30 FEET TO THE POINT OF BEGINNING.

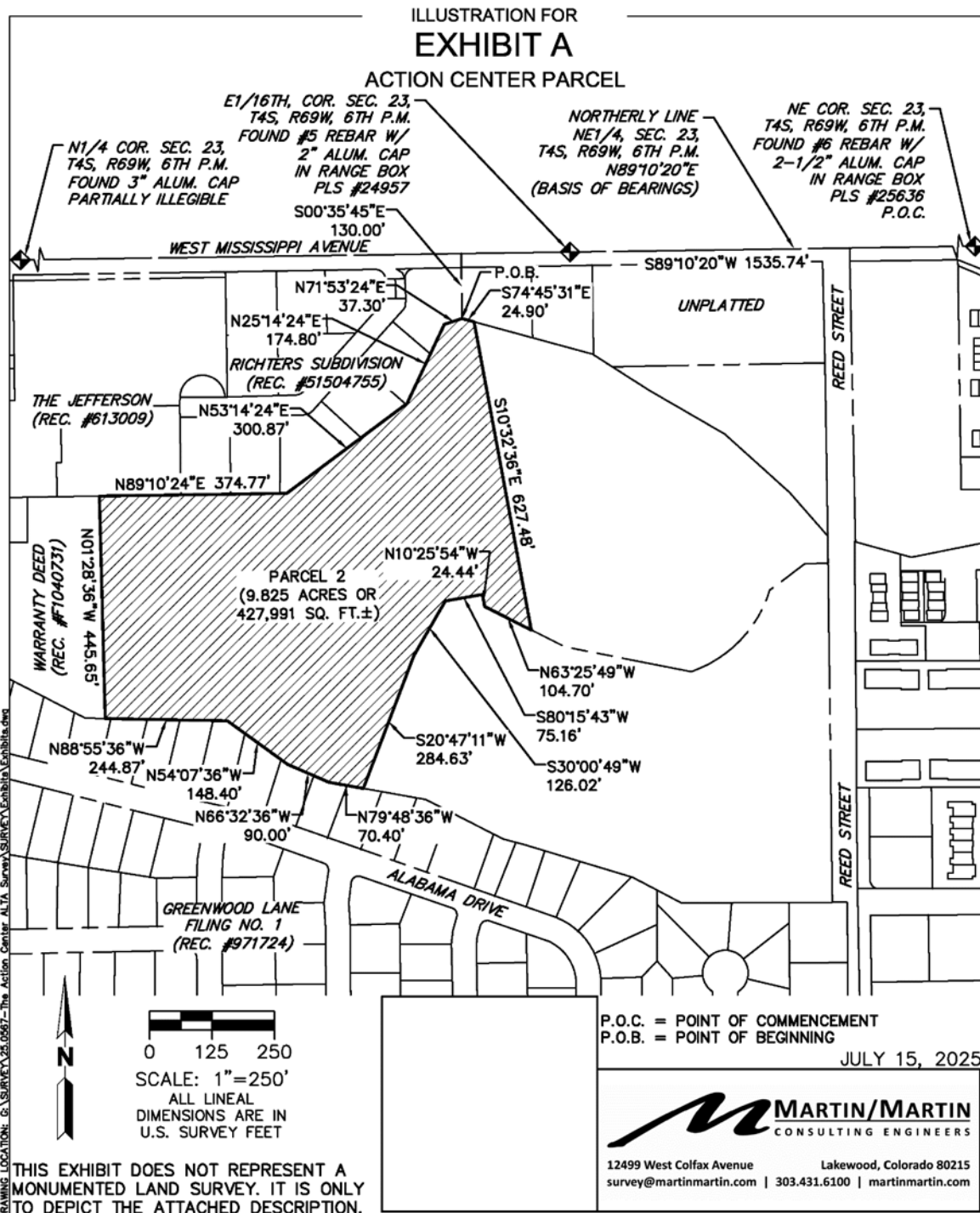
SAID PARCEL CONTAINS 9.825 ACRES OR 427,993 SQUARE FEET MORE OR LESS.

ALL LINEAL DIMENSIONS ARE IN U.S. SURVEY FEET.

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN ASSUMED TO BEAR N89°10'20"E AND BEING MONUMENTED BY A FOUND 3" ALUMINUM CAP PARTIALLY ILLEGIBLE AT THE NORTH QUARTER CORNER A AND A FOUND #6 REBAR WITH 2-1/2" ALUMINUM CAP IN RANGE BOX PLS #25636 AT THE NORTHEAST CORNER.

PREPARED BY SCOTT A. AREHART, PLS
FOR AND ON BEHALF OF
MARTIN/MARTIN, INC.
12499 WEST COLFAX AVENUE
LAKEWOOD, CO. 80215
303-431-6100
JULY 15, 2025
PROJECT NO. 25.0567



STAFF MEMO

DATE OF MEETING: OCTOBER 13, 2025 / AGENDA ITEM NO. 8

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: OCTOBER 13, 2025 / AGENDA ITEM NO. 9

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: OCTOBER 13, 2025 / AGENDA ITEM NO. 9A

To: Mayor and City Council
From: Travis Parker, Chief of the Sustainability & Community Development Branch
Subject: **Amendments to the Zoning Code: Zoning Map**

SUMMARY STATEMENT: This ordinance is to approve a new zoning map for Lakewood. Properties in Lakewood are mapped into zone districts for the updated Lakewood Zoning Code.

BACKGROUND INFORMATION: At meetings on August 25, September 8 and September 22, the City Council held hearings and made determinations on updates to the Lakewood Zoning Code. As a result of those changes, updates to the zoning map are necessary. The main changes to the map include:

1. Rezoning of R-1, R-1 and R-MF properties to new R-L and R-M zones.
2. Elimination of the M-E zones and rezoning of M-E properties to other M zones
3. Elimination of the LI-RD zone and rezoning of LI-RD properties to LI
4. Rezoning of numerous properties determined by Planning Commission and City Council to merit zoning change due to surrounding or inappropriate current zoning.

BUDGETARY IMPACTS: None

STAFF RECOMMENDATIONS: Staff recommends approval of the proposed zoning map.

ALTERNATIVES: The map may be approved as proposed or amended.

PUBLIC OUTREACH: This item has been promoted through the regular communication channels to be considered by the Lakewood City Council in addition to a year of public engagement and outreach for the zoning changes and more than two years of engagement and outreach for the Comprehensive Plan.

NEXT STEPS: None

ATTACHMENTS: 1. Ordinance O-2025-30
2. Draft Zoning Map

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

O-2025-30

AN ORDINANCE

AMENDING THE LAKEWOOD ZONING CODE BY REPEALING THE EXISTING
ZONING MAP, REPLACING IT WITH THE NEW ZONING MAP, AND REZONING
PROPERTIES THEREBY

WHEREAS, the City of Lakewood (the “City”) is a home rule city of the state of Colorado with full authority to legislate in matters of local concern such as zoning and land use matters;

WHEREAS, the Planning Commission of the City recently adopted, and the City Council recently approved, *Envision Lakewood 2040* the City’s Comprehensive Plan, in part to guide development and redevelopment within the City;

WHEREAS, *Envision Lakewood 2040* includes Future Land Use Elements that provide guidance on the desired future land use patterns and building forms for areas of the City;

WHEREAS, at the August 11, 2025, regular meeting of the City Council where this Ordinance was considered at first reading, the City Council amended Ordinance 2025-27 to reflect an intent that the proposed Zoning Code be considered in four sections, rather than one, to allow for a more thorough public review and engagement process of the entire Zoning Code;

WHEREAS, the other three sections of the fully revised Zoning Code shall be considered in three additional ordinances to be identified as:

1. O-2025-27: AMENDING THE LAKEWOOD ZONING CODE BY REPEALING AND REPLACING ARTICLES 6-14 OF TITLE 17 OF THE LAKEWOOD MUNICIPAL CODE
2. O-2025-28: AMENDING THE LAKEWOOD ZONING CODE BY REPEALING AND REPLACING ARTICLES 1, 2, 4 AND 5 OF TITLE 17 OF THE LAKEWOOD MUNICIPAL CODE
3. O-2025-29: AMENDING THE LAKEWOOD ZONING CODE BY REPEALING AND REPLACING ARTICLE 3 OF TITLE 17 OF THE LAKEWOOD MUNICIPAL CODE

WHEREAS, the City Council finds and determines that amending the Zoning Map of the City is a legislative function as recognized by Colorado law and such amendments are therefore not subject to any requirement for individualized notice to specific property owners;

WHEREAS, the City created a robust engagement process to gather public input on the proposed changes to the Zoning Code which included:

- A. The creation of a digital engagement platform on Lakewood Together to track all Zoning Code updates, touchpoints, polling, discussions, questions, and more;
- B. Articles, news stories, reports, and/or write-ups in Looking@Lakewood, Friday Reports, Lakewood Together newsletters, the Jeffco Transcript, registered organizations' newsletters, Nextdoor.com, and the "YourHub" section of the Denver Post;
- C. At least twenty (20) posts on social media (Facebook, Instagram, X, LinkedIn, YouTube);
- D. Numerous neighborhood and business association meetings, and other in-person community events;
- E. A Planning Commission study session on February 19, 2025;
- F. A City Council study session on March 17, 2025;
- G. An open house on April 3, 2025; and
- H. Three City Council in-person workshops on May 5, 2025, May 19, 2025, and June 2, 2025;

WHEREAS, the electronic tracking of the City's robust engagement process netted at least 227,433 "touchpoints" through all mediums to include printed newsletters, electronic newsletters, registered neighborhood organization newsletters, social media, City websites, and other forums;

WHEREAS, the Planning Commission conducted two public hearings on April 23, 2025, and May 21, 2025, and unanimously voted to recommend the adoption of the proposed Zoning Code to City Council;

WHEREAS, as part of a holistic revision to the City's Zoning Ordinance and Zoning Map, it is necessary to repeal and replace the City's Zoning Map through the adoption of a new Zoning Map; 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 the items identified herein.

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

SECTION 1. The recitals set forth above are incorporated as if set forth herein.

SECTION 2. Per 17.2.3.3 of the current Zoning Code, the City Council finds and determines:

- A. The proposed rezoning promotes the purposes of this Zoning Code as stated in 17.1.2;
- B. The proposed rezoning is compatible with existing surrounding land uses or the land uses envisioned in the Comprehensive Plan *Envision Lakewood 2040*;
- C. The proposed rezoning meets at least one of the following additional criteria;
 - The proposed rezoning promotes implementation of the Comprehensive Plan *Envision Lakewood 2040*;
 - There has been a material change in the character of the neighborhood or in the City generally, such that the proposed rezoning is in the public interest and consistent with the change; and
 - Some of the properties proposed for rezoning were previously rezoned in error.
- D. The proposed rezoning affects a large number of properties and is not applicable only to a specific individual or readily identifiable group.
- E. The rezoning is prospective in nature and reflects public policy of a permanent or general character impacting the City on a scale greater than at the individual property level;
- F. It would be inefficient, cumbersome, and unduly burdensome on the resources of the City to rezone the potentially affected properties in a quasi-judicial manner on a site-by-site basis; and
- G. The proposed rezoning promotes implementation of the City's new Comprehensive Plan *Envision Lakewood 2040*.

SECTION 3. The City's Zoning Map is amended by repealing the existing Zoning Map and replacing it with the new Zoning Map which is attached hereto and made part hereof.

SECTION 4. The Zoning Map is part of a fully revised Zoning Code that is being considered for adoption in four parts to allow for a more thorough public review and engagement process. To accommodate this extended process, all four portions of the revised Zoning Code and Zoning Map will become operative on January 1, 2026 or, at the determination of the Chief of Sustainability & Community Development, up to sixty (60) days subsequent to January 1, 2026 to allow for the entire Zoning Code and Zoning Map to become operative on the same date. If the Chief of Sustainability & Community Development modifies the operational date for the Zoning Map in conformance with this paragraph, such operational date shall be published on the City's website.

SECTION 5. 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 6. This Ordinance shall take effect forty-five (45) 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 22nd day of September, 2025; published by title in the Denver Post and in full on the City of Lakewood's website, www.lakewood.org, on the 25th day of September, 2025; set for public hearing to be held on the 13th day of October, 2025; read, finally passed and adopted by the City Council on the 13th day of October, 2025; and signed by the Mayor on the ___ day of September, 2025.

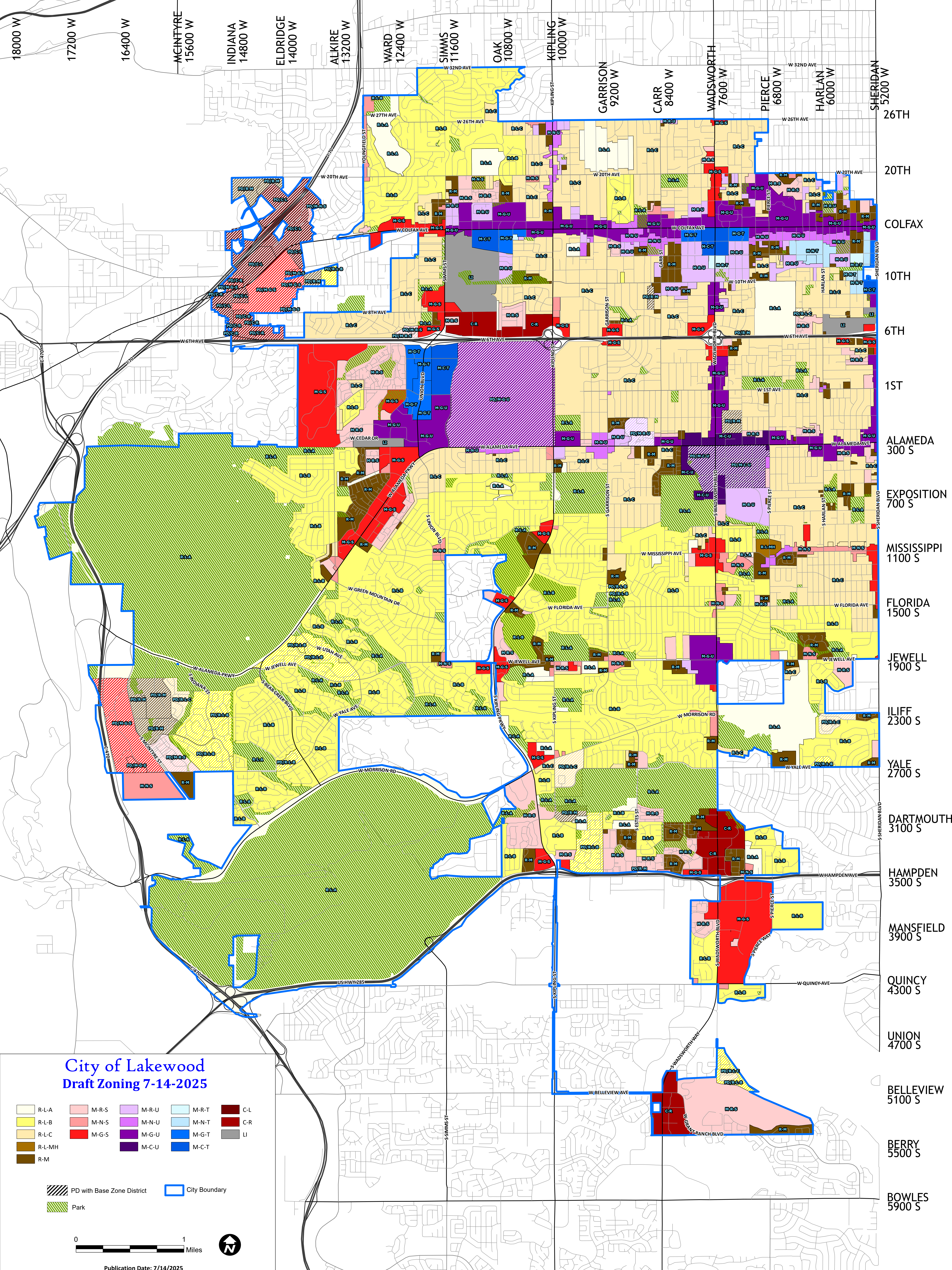
Wendi Strom, Mayor

ATTEST:

Jay Robb, City Clerk

APPROVED AS TO FORM:

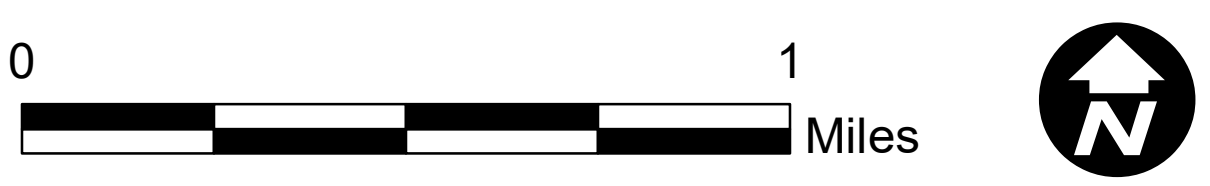
Alison McKenney Brown, City Attorney



City of Lakewood
Draft Zoning 7-14-2025

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|--------|-------|-------|-------|-----|
| R-L-A | M-R-S | M-R-U | M-R-T | C-L |
| R-L-B | M-N-S | M-N-U | M-N-T | C-R |
| R-L-C | M-G-S | M-G-U | M-G-T | U |
| R-L-MH | | M-C-U | M-C-T | |
| R-M | | | | |

- PD with Base Zone District
- Park
- City Boundary



Publication Date: 7/14/2025

STAFF MEMO

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

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: OCTOBER 13, 2025 / AGENDA ITEM NO. 11A

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. Request for Legislative Modifications-Rein and Furman

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

City Council Request for Legislative Modifications



Lakewood
Colorado

Submitted on	2 October 2025, 4:36PM
Receipt number	80
Related form version	8

Council member sponsor(s)	Dave Rein & Bill Furman
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Enter email address to receive a copy of this submission	drein@lakewood.org
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Briefly describe the minor modification being requested	Request that the city staff provide the City Council with recommendations to supplement or be included in the zoning code as to design standards for low-form residential units such as: duplexes, triplexes, fourplexes, townhouses, and cottage courts. Such design standards may or may not vary depending on the zone or other specific part of town. Such design standards should not individually or cumulatively create unreasonable cost or delay in the construction on eligible properties.
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Provide history / background information that supports the request	One of the preeminent firms helping cities to implement Missing Middle Housing includes design standards as part of a form-based zoning code. The idea is that when allowing new types of housing units to be built in a neighborhood, the new types should try to fit or blend in as reasonably possible. Sacramento, one of the latest cities to implement Missing Middle Housing throughout the city, notes the need for design standards In its initial informational report (link provided below). The report also notes that Portland included design standards when it allowed additional housing types to be built throughout the city. Staff has been consulted and is supportive in providing City Council with recommendations to consider for further action. https://www.cityofsacramento.gov/content/dam/portal/cdd/Planning/Housing/Missing-Middle-Housing/FINAL_MMH-Informational-Report_full-res.pdf
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If it needs expedited handling, please provide an explanation why

Attach file if needed

STAFF MEMO

DATE OF MEETING: OCTOBER 13, 2025 / AGENDA ITEM NO. 11B

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. Request for Legislative Modifications-Rein

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

City Council Request for Legislative Modifications



Lakewood
Colorado

Submitted on	2 October 2025, 4:43PM
Receipt number	81
Related form version	8

Council member sponsor(s)	Dave Rein
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Enter email address to receive a copy of this submission	drein@lakewood.org
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Briefly describe the minor modification being requested	Request that the city staff provide the City Council with a risk displacement study and provide recommendations and strategies to minimize the risk of displacing seniors, tenants, and others of our more vulnerable community.
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Provide history / background information that supports the request	One of the preeminent firms helping cities to implement Missing Middle Housing includes a risk displacement study and recommendations for anti-displacement strategies. This type of study is referenced in the Sacramento Informational Report below and a link to one such study is also listed below. We are not suggesting that a study as comprehensive as the ones that Sacramento and others conducted are necessary or recommending any of the strategies suggested in these reports. Instead, we recognize the potential that property that is currently rented at affordable rates and our more vulnerable populations may be impacted by the new zoning code. We would like the city to recommend how to minimize these impacts. Staff has been consulted and is supportive although it is unsure of the need given its view of the minimal changes it believes will occur as a result of the new zoning ordinance. https://www.cityofsacramento.gov/content/dam/portal/cdd/Planning/Housing/Missing-Middle-Housing/MMH_Report3_DisplacementAssessmentToolkit_May2024.pdf https://www.cityofsacramento.gov/content/dam/portal/cdd/Planning/Housing/Missing-Middle-Housing/FINAL_MMH-Informational-Report_full-res.pdf
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If it needs expedited handling, please provide an explanation why	
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Attach file if needed	
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