

AGENDA  
REGULAR MEETING OF THE CITY COUNCIL  
480 S. ALLISON PARKWAY  
CITY OF LAKEWOOD, COLORADO  
**HYBRID MEETING**  
NOVEMBER 24, 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](https://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. – INDUCTION CEREMONY – FOR ELECTED COUNCILORS JESLIN SHAHREZAEI (WARD 1), LIZ BLACK (WARD 2), KEN CRUZ (WARD 3), BILL FURMAN (WARD 4), PAULA NYSTROM (WARD 5)**

**ITEM D. – RECESS – RECEPTION FOR ELECTED COUNCILORS**

**ITEM E. – PROCLAMATION – TRANSGENDER DAY OF REMEMBRANCE**

**ITEM 4 – 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**

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**ITEM 5 – – ORDINANCES ON FIRST READING**

**ITEM A. – O-2025-36 – DECLARING THE INTENT OF THE CITY OF LAKEWOOD TO ACQUIRE INTEREST IN PROPERTY FOR PUBLIC PURPOSES FOR THE CONSTRUCTION OF STORM AND SANITARY SEWER FACILITIES FROM EAST OF WADSWORTH BOULEVARD ALONG WEST COLFAX AVENUE TO DOVER STREET AND AUTHORIZING NEGOTIATIONS WITH PROPERTY OWNERS, ACCEPTANCE OF CONVEYANCE INSTRUMENTS AND CONDEMNATION OF REAL PROPERTY INTERESTS (SUBJECT TO FURTHER COUNCIL APPROVAL)**

**ITEM B. – O-2025-37 – PROSPECTIVELY ACCEPTING AN APPLICATION TO ADJUST THE OPERATIONAL SERVICE AREA OF THE CITY OF LAKEWOOD SEWER UTILITY TO INCLUDE AND EXTEND SEWER SERVICE TO PROPERTY WITHIN THE BEND @ LAKEWOOD METROPOLITAN DISTRICT SERVICE PLAN AREA**

**ITEM C. – O-2025-38 – AUTHORIZING A DEVELOPMENT AGREEMENT FOR THE BEND @ LAKEWOOD URBAN RENEWAL AREA FOR LAND LOCATED AT 11061 W. 2ND PL., LAKEWOOD, COLORADO AND APPROVING THE PARK AND OPEN SPACE PLAN**

**ITEM D. – O-2025-39 – AN EMERGENCY ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR THE LEASE OF PROPERTY LOCATED AT 8000 W. COLFAX AVE., LAKEWOOD, COLORADO BY AND BETWEEN THE CITY OF LAKEWOOD, COLORADO AND VOLUNTEERS OF AMERICA**

**ITEM 6 – APPROVING MINUTES OF THE CITY COUNCIL MEETINGS**

**ITEM 7 – – ITEMS REMOVED FROM CONSENT AGENDA**

**END OF CONSENT AGENDA**

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**ORDINANCES ON SECOND READING  
AND PUBLIC HEARINGS**

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**ITEM 8 – 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 9 – GENERAL BUSINESS**

**ITEM 10 – EXECUTIVE REPORT**

**ITEM 11 – MAYOR AND CITY COUNCIL REPORTS**

**ITEM 12 – ADJOURNMENT**

[MEET\_FOOT]

# STAFF MEMO

**DATE OF MEETING: NOVEMBER 24, 2025 / AGENDA ITEM NO. 3**

To: Mayor and City Council

From:

Subject:

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**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: NOVEMBER 24, 2025 / AGENDA ITEM NO. 3C**

To: Mayor and City Council

From:

Subject:

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**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: NOVEMBER 24, 2025 / AGENDA ITEM NO. 3D**

To: Mayor and City Council

From:

Subject:

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**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

# PROCLAMATION

## **NOVEMBER TRANSGENDER AWARENESS MONTH**

**WHEREAS**, Transgender Day of Remembrance began in 1999 as a vigil organized to honor the memory of Rita Hester and Chanelle Pickett – two Black transgender women murdered in acts of anti-transgender violence; and

**WHEREAS**, Transgender Day of Remembrance has become an annual observance in November that honors the memory of transgender people around the world whose lives were cut short by violence, including Jax Gratton, a cherished member of the Denver metro community; and

**WHEREAS**, this annual observance provides a platform for transgender communities and allies to raise awareness about the continued threat of violence faced by transgender, non-binary, gender non-conforming, and Two-Spirit people; and

**WHEREAS**, this month, and in all months, we strive to create greater awareness of the transgender community-in memoriam, in honor and also in celebration and we strive to create an environment that fosters acceptance and discourages and condemns violence; and

**WHEREAS**, the City of Lakewood reaffirms the community's commitment to Ensuring diversity, social justice, equity, and mutual respect throughout our community; and

**WHEREAS**, The City of Lakewood proudly states that we support our transgender and gender diverse community members.

**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:

## **NOVEMBER TRANSGENDER AWARENESS MONTH**

GIVEN under my hand and Seal of the City of Lakewood, this 24<sup>th</sup> day of November 2025.

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Wendi Strom, Mayor

# STAFF MEMO

**DATE OF MEETING: NOVEMBER 24, 2025 / AGENDA ITEM NO. 4**

To: Mayor and City Council

From:

Subject:

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**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: NOVEMBER 24, 2025 / AGENDA ITEM NO. 5**

To: Mayor and City Council

From:

Subject:

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**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: NOVEMBER 24, 2025 / AGENDA ITEM NO. 5A**

To: Mayor and City Council  
From: Maria D'Andrea, Director of Public Works  
Subject: **North Dry Gulch Phase 4 Property Acquisition**

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**SUMMARY STATEMENT:** This ordinance would authorize steps necessary to acquire property interests to construct portions of the North Dry Gulch Phase 4 Project.

**BACKGROUND INFORMATION:** The North Dry Gulch 100-year floodplain is generally situated within one block of Colfax Avenue from Dover Street to Newland Street. There are approximately 150 properties, including 130 buildings and 36 residences, in the North Dry Gulch 100-year floodplain. The primary goal of the overall project is to mitigate the flooding that has occurred along North Dry Gulch and remove properties and structures from the 100-year floodplain.

The project is being constructed in multiple phases, in conjunction with the Mile High Flood District. The area shown in blue on the attached map is the existing 100-year floodplain. The 100-year flood is defined as a storm with a one percent chance of occurring in any given year. Existing properties and structures in the floodplain are at risk of flooding and are restricted in their potential use. Storm sewer facilities in this area are inadequate and aging, which prevents improvements upstream of this area.

The North Dry Gulch Project is divided into four major phases:

- Phase 1 is located along West 14<sup>th</sup> Avenue from Wadsworth Boulevard to Newland Street. Construction is complete for Phase 1.
- Phase 2 is located along West Colfax Avenue from the detention pond at Newland Street west to Pierce Street. Construction of Phase 2 was completed in August 2025.
- Phase 3 is located north of West Colfax Avenue along Pierce Street to Lakewood Place, along Lakewood Place from Pierce Street to Reed Street, then along West 16<sup>th</sup> Avenue to Teller Street. Construction is anticipated to begin in December 2025 or January 2026 after the necessary property interests have been obtained.
- Phase 4 spans across Wadsworth Boulevard, along West Colfax Avenue to Dover Street. Construction is anticipated in 2026.

Work within a particular phase may be divided into smaller projects, also referred to as construction packages, due to construction timing and coordination. At this time, staff is pursuing work within Phase 4 that extends from the east side of Wadsworth Boulevard to approximately Yarrow Street, west of Wadsworth Boulevard. This work is also referred to as Construction Package 4. The attached conceptual illustration depicts Construction Package 4 in relation to all project phases.

This ordinance declares the City's intent to acquire property interests necessary for areas of the project encompassed by Construction Package 4 and initiates the negotiation process between the City and the property owners for needed property rights. It also authorizes acceptance of conveyance

instruments and, if needed, condemnation of property interests. However, condemnation would not occur until additional City Council approval is sought, at a future date, via resolution. Separate acquisition ordinances will be presented to City Council for future construction packages of the North Dry Gulch project.

The attached map conceptually illustrates the property rights that are needed for this phase of the project. Property interests consisting of two (2) permanent easements on one (1) property are required. One of the easements is to allow adequate width to install and maintain a relocated sanitary sewer, and the other is to allow for permanent maintenance access to the drainage channel.

**BUDGETARY IMPACTS:** Design and construction of the North Dry Gulch Project is funded by combined funds from the Mile High Flood District and Lakewood's Stormwater Enterprise Fund. The costs to obtain property rights will be paid for by the Stormwater Enterprise fund for the storm drain construction. Adequate funds for this project were approved in the 2025 budget.

**STAFF RECOMMENDATIONS:** Staff recommends approving the ordinance.

**ALTERNATIVES:** If the ordinance is not approved, the City and the Mile High Flood District cannot proceed with this phase of the project. Without these storm sewer improvements, flooding will continue, and properties and structures will remain in the 100-year floodplain.

**PUBLIC OUTREACH:** City staff have contacted the affected property owners seeking to discuss the project. Notification of City Council's consideration of this ordinance has been mailed to each affected property owner. The notification includes clear language that there will be no discussion of land value at the public hearing as this action authorizes staff to initiate the acquisition process and no land values have yet been determined. In addition, this item has been promoted through the regular communication channels to be considered by the Lakewood City Council.

**NEXT STEPS:** If the ordinance is adopted, staff will begin the property acquisition process and prepare the final version of construction documents.

**ATTACHMENTS:**

1. Ordinance O-2025-36
2. Ordinance O-2025-36 Exhibits
3. NDG Conceptual Illustration by Phase

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

AN ORDINANCE

DECLARING THE INTENT OF THE CITY OF LAKEWOOD TO ACQUIRE INTEREST IN PROPERTY FOR PUBLIC PURPOSES FOR THE CONSTRUCTION OF STORM AND SANITARY SEWER FACILITIES FROM EAST OF WADSWORTH BOULEVARD ALONG WEST COLFAX AVENUE TO DOVER STREET AND AUTHORIZING NEGOTIATIONS WITH PROPERTY OWNERS, ACCEPTANCE OF CONVEYANCE INSTRUMENTS AND CONDEMNATION OF REAL PROPERTY INTERESTS (SUBJECT TO FURTHER COUNCIL APPROVAL)

WHEREAS, to enhance safety of nearby residents and motorists and to reduce property damage, the City of Lakewood (the "City") desires to continue the implementation of the North Dry Gulch Improvements Project, Construction Package Number 4 (the "Project"), which was originally the subject of Ordinance O-2025-23, and which will install storm sewer improvements that will, in part, collect and convey storm flows that have caused flooding from just east of Wadsworth Boulevard to Yarrow Street, north of Colfax 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") in addition to those property interests identified in Ordinance O-2025-23;

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 North Dry Gulch Improvements Project, Construction Package Number 4 (the "Project") will serve a public purpose by enhancing resident and motorist safety and reducing property damage through collection and conveyance of stormwater flows that have historically caused flooding from just east of Wadsworth Boulevard to Yarrow Street, north of Colfax 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 property from which the Property Interests are currently anticipated to be acquired is 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 November, 2025; published by title in the Denver Post and in full on the City of Lakewood's website, [www.lakewood.org](http://www.lakewood.org), on the 27th day of November, 2025; set for public hearing to be held on the 8th day of December, 2025; read, finally passed and adopted by the City Council on the 8th day of December, 2025; and signed by the Mayor on the \_\_\_ day of December, 2025.

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Wendi Strom, Mayor

ATTEST:

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Jay Robb, City Clerk

APPROVED AS TO FORM:

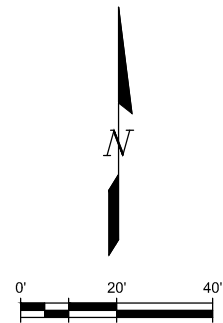
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Alison McKenney Brown, City Attorney

EXHIBIT A

Property Interests for the following addresses:

39-354-12-016  
7555 W COLFAX AVE  
LAKEWOOD, CO 80226

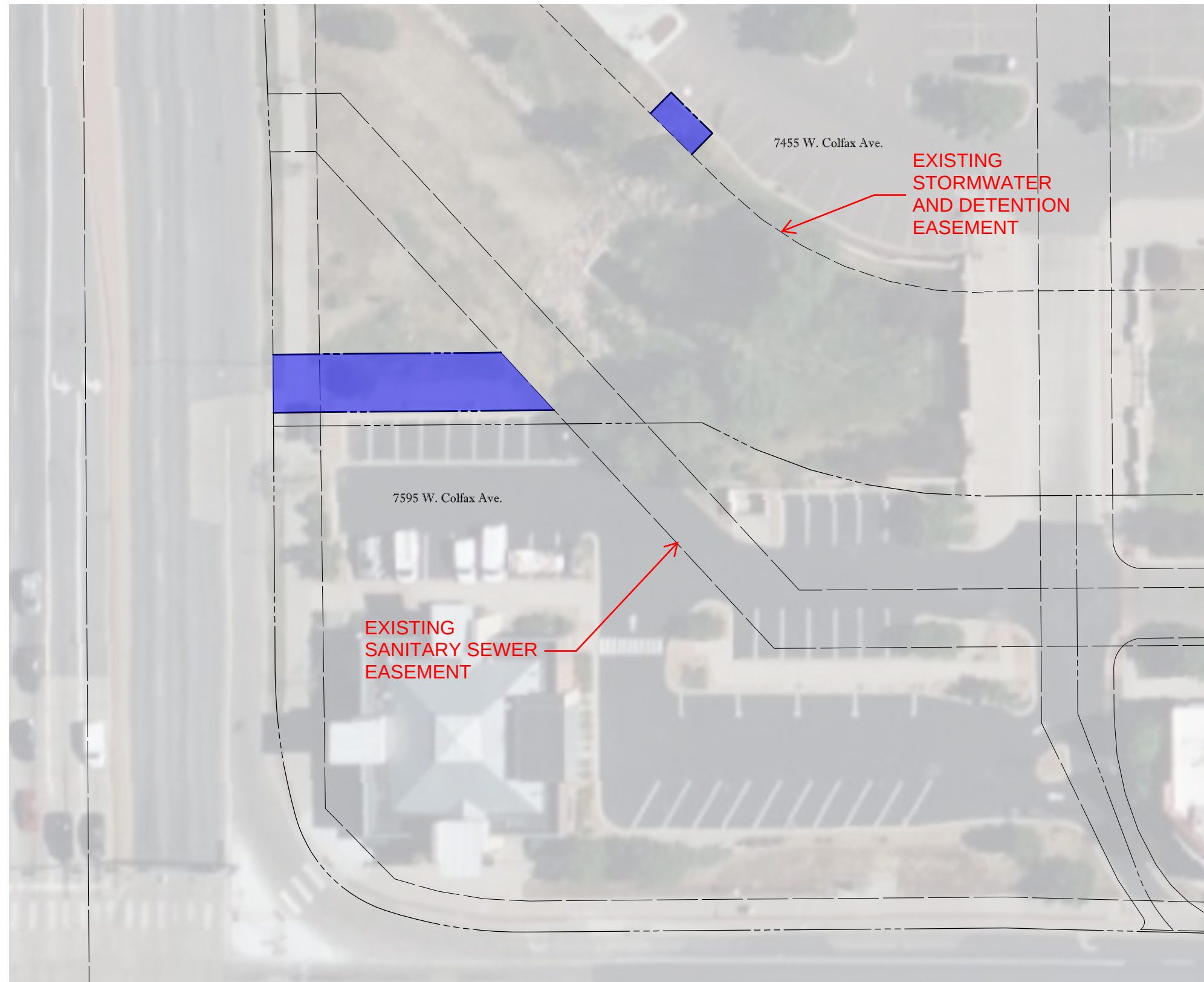


**KEY:**

TE = TEMPORARY EASEMENT

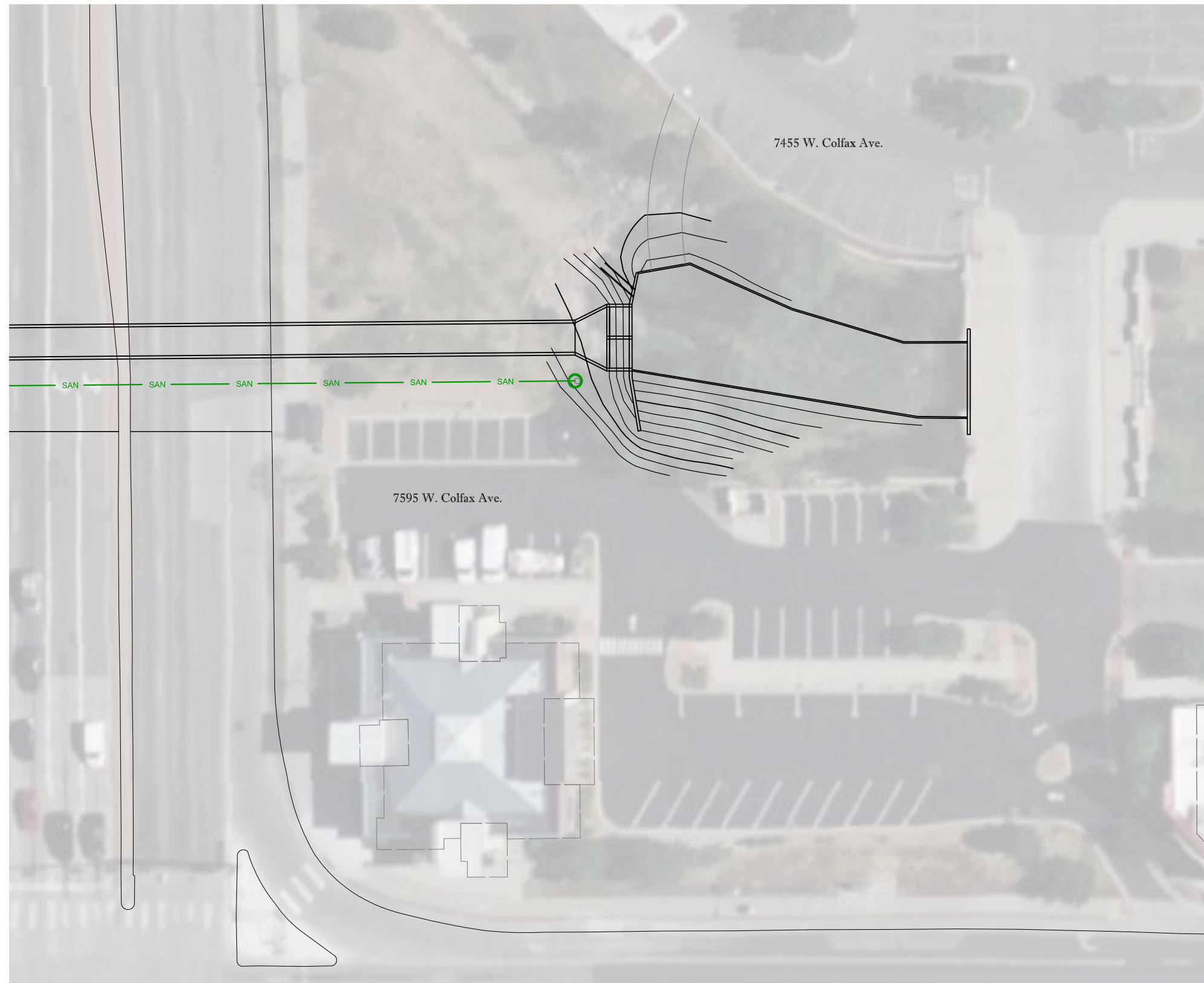
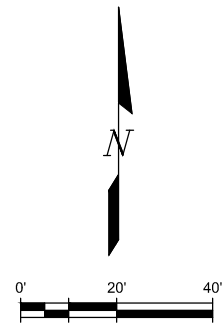
PE = PERMANENT EASEMENT

RW = RIGHT OF WAY



**CITY OF LAKEWOOD ORDINANCE MAP  
NORTH DRY GULCH IMPROVEMENTS CP#4 - REACH 4 - WADSWORTH TO YAROW PROJECT  
OCTOBER 2025**



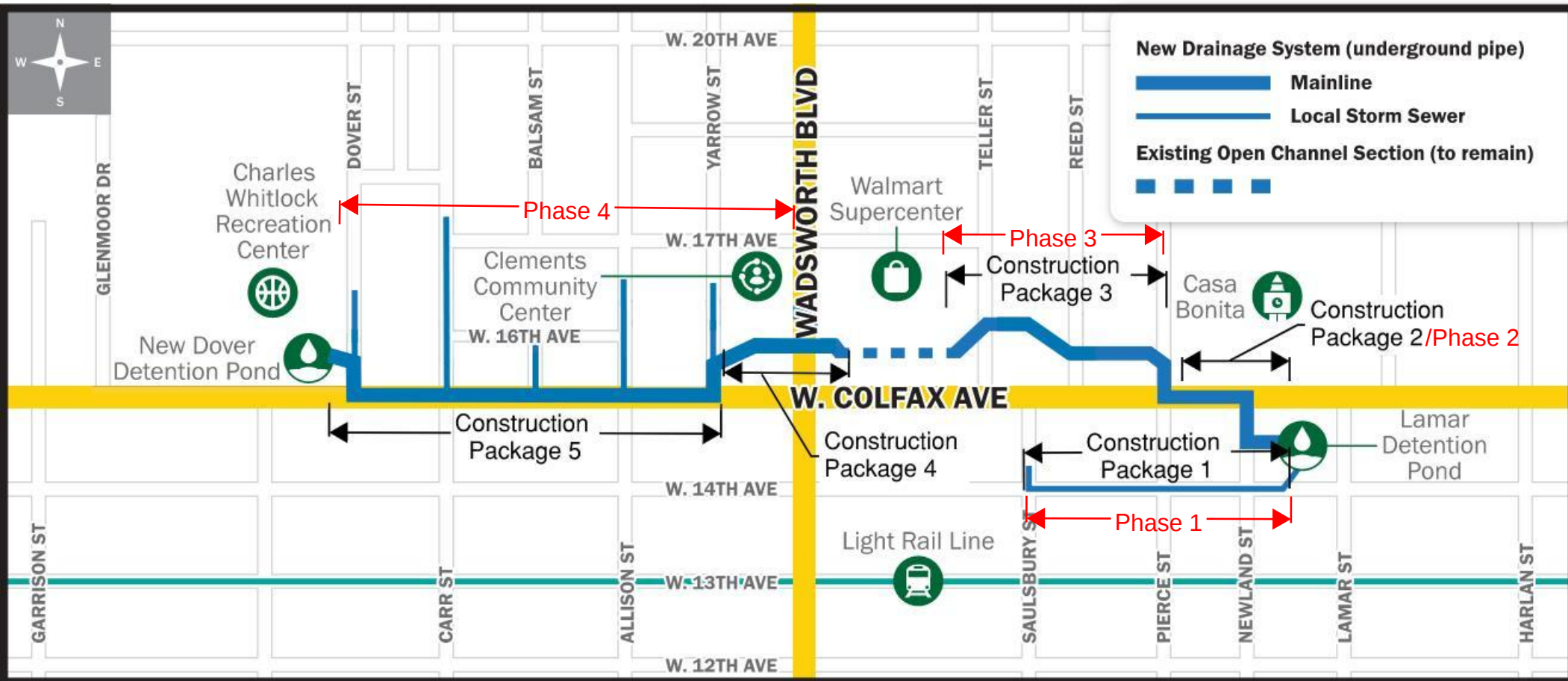


**CITY OF LAKEWOOD**  
**NORTH DRY GULCH IMPROVEMENTS CP#4 - REACH 4 - WADSWORTH TO YAROW PROJECT**  
**OCTOBER 2025**

# NORTH DRY GULCH IMPROVEMENTS

## Conceptual Illustration

Construction Package = CP  
Construction Packages of side streets west of Wadsworth to be determined.



# STAFF MEMO

**DATE OF MEETING: NOVEMBER 24, 2025 / AGENDA ITEM NO. 5B**

To: Mayor and City Council

From: Maria D'Andrea, Director of Public Works

Subject: **Approving an Intergovernmental Sewer Inclusion Agreement Between the City of Lakewood and the Bend @ Lakewood Metropolitan District**

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**SUMMARY STATEMENT:** The applicant is requesting approval of an Intergovernmental Agreement (IGA) for inclusion into the Lakewood Sewer Utility service area for sanitary sewer service.

**BACKGROUND INFORMATION:** The property is currently within the sewer service area of the Green Mountain Water & Sanitation District. Green Mountain previously issued a “will serve” letter for the property’s future development and has subsequently stipulated that it will exclude the property from its service area. Green Mountain has also stated that it does not object to the Lakewood Sewer Utility providing sewer service to this development.

The applicant, The Bend @ Lakewood Metropolitan District, and Green Mountain have complied with all necessary requirements of the statutory exclusion process to modify Green Mountain’s service area subject to approval by the Lakewood Sewer Utility to provide sewer service to the property. Green Mountain has also obtained the required approval from the Metro Water Recovery Board for this service area modification.

The Lakewood City Council is authorized by the Lakewood Municipal Code to accept or decline applications for the Lakewood Sewer Utility’s extension of service. City staff have reviewed the application for extension of sewer service to this property and have determined that the City’s Sewer Utility can feasibly serve the property subject to the District constructing and funding various necessary capital improvements.

**BUDGETARY IMPACTS:** There is no financial impact to the City of Lakewood associated with this IGA for inclusion within the Lakewood Sewer Utility service area. The District will be required to fund various capital improvements including increasing the size of various sections of existing sewer main located in the north US 6 frontage road, as outlined in the IGA.

**STAFF RECOMMENDATIONS:** Staff recommends that the City Council approve the IGA to include the Bend @ Lakewood project area within the Lakewood Sewer Utility service area.

**ALTERNATIVES:** City Council can approve the IGA, approve the IGA with modifications or deny the requested IGA.

**PUBLIC OUTREACH:** There is no direct public outreach required for this request. This item has been promoted through the regular communication channels to be considered by the Lakewood City Council.

**NEXT STEPS:** The applicant is requesting City Council approval of the proposed sewer inclusion

agreement. If approved, there is a referendum period of thirty (30) days from the date of publication of the City Council's approval.

**ATTACHMENTS:**

1. Ordinance O-2025-37
2. Ordinance O-2025-37 Exhibit A - Legal Description
3. The Bend @ Lakewood Intergovernmental Agreement for Sewer Service Area Extension

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

AN ORDINANCE

PROSPECTIVELY ACCEPTING AN APPLICATION TO ADJUST THE OPERATIONAL SERVICE AREA OF THE CITY OF LAKEWOOD SEWER UTILITY TO INCLUDE AND EXTEND SEWER SERVICE TO PROPERTY WITHIN THE BEND @ LAKEWOOD METROPOLITAN DISTRICT SERVICE PLAN AREA

WHEREAS, the City of Lakewood, Colorado, (the “City”) operates the City of Lakewood Sewer Utility (the “Sewer Utility”), which provides wastewater sewer service to residences and businesses within the Sewer Utility’s service area within the City;

WHEREAS, the property at 11601 W. 2nd Place, Lakewood, CO generally described as the Bend @ Lakewood (the “Property”) and specifically defined in Exhibit A attached and incorporated herein, is currently within the territory of the Green Mountain Water and Sanitation District (“Green Mountain”), which would generally require Green Mountain to provide both water and sewer service to the Property;

WHEREAS, Green Mountain previously issued a “will serve” letter in connection with the future development of the Property, thereby indicating that Green Mountain would provide water and sewer service to the Property;

WHEREAS, after the issuance of the “will serve” letter, Green Mountain and the [REDACTED] (the “Owner”) entered litigation in U.S. District Court Case Number 25-CV-01150-CNS-NRN (the “Lawsuit”);

WHEREAS, the Lawsuit is ongoing, but has resulted in Green Mountain and Owner stipulating to the exclusion of the Property from Green Mountain’s territory;

WHEREAS, per the stipulation in the Lawsuit, Green Mountain does not object to the Sewer Utility providing sewer service to the Property;

WHEREAS, pursuant to C.R.S. 32-1-502(2)(a), to exclude the Property from Green Mountain’s sewer service territory, the Lakewood City Council must agree to provide upon exclusion and thereafter the same sewer service that Green Mountain would provide the Property;

WHEREAS, if excluded from Green Mountain’s service area the Property will not be located within the territory of any other special district providing sewer service to the Property;

WHEREAS, pursuant to Lakewood Municipal Code section 13.04.090(B), the City Council is authorized to accept or decline any application for the Sewer Utility’s extension of service to property either outside or within the City’s service area which can be feasibly served by the City;

WHEREAS, the City has reviewed the application for extension of sewer service to the Property and has determined that the Sewer Utility can feasibly serve the Property subject to Owner constructing and paying for the necessary capital improvements;

WHEREAS, should the Property be included in the Sewer Utility's service area, Owner shall be responsible for payment of fees and other costs necessary to provide sewer service to the Property, including but not limited to costs of inclusion, service, and maintenance;

WHEREAS, the Sewer Utility has negotiated an Intergovernmental Agreement with the Owner of the Property and the applicant for a Metro District and such Agreement defines requirements for the Property's inclusion in the Sewer Utility's service area.

WHEREAS, the terms of inclusion are consistent with the City's Charter, Ordinances, and the City of Lakewood Water and Sewer Rules and Regulations;

WHEREAS, the City Council desires to adjust the operational service area of the Sewer Utility to include and extend sewer service to the Property;

WHEREAS, the exclusion process is based on state law, and, as such, finalization of the process to exclude the Property from Green Mountain's territory may require additional state court proceedings beyond what is being litigated in the Lawsuit, and may require additional action from the City Council;

WHEREAS, the City Council wishes to authorize the City Manager or designee to execute the Intergovernmental Agreement and to make any amendments necessary and proper to carry out the intent of this Ordinance;

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

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

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

SECTION 1. The application to adjust the operational service area of the City of Lakewood Sewer Utility to include and extend sewer service to the property located at 11601 W. 2<sup>nd</sup> Place, Lakewood, CO, is hereby conditionally accepted, contingent upon

the finalization of the exclusion of the Property from the territory of the Green Mountain Water and Sanitation District and subject to Owner's payment of fees relating to inclusion and ongoing service owed to the Sewer Utility and Metro Water Recovery.

SECTION 2. Upon final exclusion of the Bend @ Lakewood from the territory of the Green Mountain Water and Sanitation District, the Lakewood City Council hereby agrees to provide the sewer service to the Bend @ Lakewood that would otherwise have been provided by the Green Mountain Water and Sanitation District;

Section 3. The City of Lakewood Sewer Utility is hereby authorized to provide sewer service to the property located at 11601 W. 2<sup>nd</sup> Place, Lakewood, CO 80228 subject to the finalization of the exclusion process and further subject to Owner constructing the required capital improvements to make such service feasible.

SECTION 4. The City shall incorporate 11601 W. 2<sup>nd</sup> Place, Lakewood, CO 80228 into the mapping of its operational service area.

SECTION 5. The City Manager or designee is authorized to execute an Intergovernmental Agreement and any necessary and proper amendments necessary to carry out the City Council's intent to incorporate the Property into the Sewer Utility's service area.

SECTION 6. This Ordinance shall take effect thirty (30) days after final publication.

SECTION 7. The recitals above are incorporated herein and made part of this Ordinance.

SECTION 6. If any provision of this Ordinance is found by a court of competent jurisdiction to be invalid, such invalidity shall not affect the remaining portions or applications of this Ordinance that can be given effect without the invalid portion, provided that such remaining portions or application of this Ordinance are not determined by the court to be inoperable.

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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 November, 2025; published by title in the Denver Post and in full on the City of Lakewood's website, [www.lakewood.org](http://www.lakewood.org), on the 27th day of November, 2025; set for public hearing to be held on the 8th day of December, 2025; read, finally passed and adopted by the City Council on the 8th day of December, 2025; and signed by the Mayor on the \_\_\_ day of December, 2025.

---

Wendi Strom, Mayor

ATTEST:

---

Jay Robb, City Clerk

APPROVED AS TO FORM:

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Alison McKenney Brown, City Attorney

## EXHIBIT A

A PARCEL OF LAND LOCATED IN THE WEST ONE-HALF (W 1/2) OF SECTION 9 AND IN THE EAST ONE-HALF (E 1/2) OF THE EAST ONE-HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 8, 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 8, AS MONUMENTED BY A RECOVERED 2-3/4" ALUMINUM CAP, ILLEGIBLE, WHENCE THE NORTH QUARTER CORNER OF SAID SECTION 8, AS MONUMENTED BY A RECOVERED 3-1/4" BRASS CAP IN RANGE BOX, STAMPED "LS 19591" BEARS S 89°45'48" W, A DISTANCE OF 2619.77 FEET, FORMING THE BASIS OF BEARINGS FOR THIS DESCRIPTION;

THENCE S 00°05'35" E, A DISTANCE OF 290.02 FEET TO THE POINT OF BEGINNING;

THENCE N 89°45'58" E, A DISTANCE OF 50.02 FEET;

THENCE N 81°10'48" E, A DISTANCE OF 858.76 FEET;

THENCE N 89°14'30" E, A DISTANCE OF 490.67 FEET;

THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 58°20'03", A RADIUS OF 390.00 FEET, AN ARC LENGTH OF 397.07 FEET; AND A CHORD BEARING AND DISTANCE OF S 31°29'25" W, 380.14 FEET;

THENCE S 60°39'26" W, A DISTANCE OF 403.57 FEET;

THENCE ALONG A TANGENT CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 58°49'57", A RADIUS OF 213.00 FEET, AN ARC LENGTH OF 218.71 FEET; AND A CHORD BEARING AND DISTANCE OF S 31°14'28" W, 209.23 FEET;

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THENCE S 00°01'57" E, A DISTANCE OF 168.41 FEET;

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THENCE N 68°55'37" E, A DISTANCE OF 238.59 FEET;

THENCE N 89°45'58" E, A DISTANCE OF 374.38 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 2,572,177 SQ. FT. OR 59.0491 ACRES, MORE OR LESS.

**INTERGOVERNMENTAL SEWER INCLUSION AGREEMENT  
BETWEEN THE CITY OF LAKEWOOD AND  
THE BEND @ LAKEWOOD METROPOLITAN DISTRICT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **City of Lakewood, Colorado, acting by and through its Lakewood Sewer Utility** (“Lakewood” or “Sewer Utility”), a municipal corporation of the State of Colorado, whose address is 470 South Allison Parkway, Lakewood, CO 80226, and **The Bend @ Lakewood Metropolitan District** (the “District”), a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 450 East 17<sup>th</sup> Avenue, Suite 400, Denver, CO 80203, and Lakewood Land Partners, LP whose address is \_\_\_\_\_ (the “Developer”).

**RECITALS**

WHEREAS, Lakewood operates the City of Lakewood Sewer Utility, providing wastewater sewer service within its mapped operational service area;

WHEREAS, The District is a metropolitan district formed pursuant to state and local law to carry out certain public improvements within a service plan area known as “The Bend @ Lakewood Development,” located at 11601 W 2nd Place, Lakewood, CO 80228 (the “Property”), described in Exhibit A attached hereto and incorporated herein by this reference;

WHEREAS, the Property is currently within the sewer service area of the Green Mountain Water and Sanitation District (“Green Mountain”);

WHEREAS, Green Mountain previously issued a “will serve” letter for the Property’s future development and has stipulated that it will exclude the Property from its service area, and does not object to the Sewer Utility providing sewer service;

WHEREAS, the Developer is the fee owner of the Property, and has stipulated with Green Mountain to exclude the Property from Green Mountain’s service area;

WHEREAS, the Developer of the Property and Green Mountain have complied with all necessary requirements of the statutory exclusion process per C.R.S. §§ 32-1-501 through 32-1-503 and obtained approval from the Metro Water Recovery Board for a modification to Green Mountain’s service area subject to approval by the Sewer Utility to provide sewer service to the property, the terms of such exclusion are as approved by the Jefferson County District Court in Case Number \_\_\_\_\_;

WHEREAS, upon successful exclusion from Green Mountain's service area, the Property will not be located within the territory of any other special district providing sewer service;

WHEREAS, the Developer of the Property has applied for system extension outlining the proposed area of service and proposed facilities to meet anticipated demands;

WHEREAS, the Lakewood City Council is authorized by Lakewood Municipal Code section 13.04.090(B) to accept or decline applications for the Sewer Utility's extension of service;

WHEREAS, Lakewood has reviewed the application for extension of sewer service to the Property and has determined that the Sewer Utility can feasibly serve the Property subject to the Developer or the District constructing and paying for certain capital improvements;

WHEREAS, the terms of inclusion are consistent with Lakewood's Charter, Ordinances, and the City of Lakewood Water and Sewer Rules and Regulations;

WHEREAS, Lakewood City Council desires to adjust the operational service area of the Sewer Utility to include and extend sewer service to the Property through the adoption of an ordinance;

WHEREAS, Lakewood is not required to enlarge or extend its boundaries, and all such enlargements and extensions are undertaken in the exercise of its discretion, as a governmental function in the interest of the health, safety, and welfare of its residents and property owners;

WHEREAS, the Developer and the District recognize that inclusion of the Property within the Lakewood Sewer Utility will benefit the Developer and the District and provide necessary sewer service to future residents;

WHEREAS, the statutes of the State of Colorado permit Lakewood to impose by agreement specific conditions for the inclusion of any property within the Sewer Utility Service Area;

WHEREAS, Lakewood is considering the Property for inclusion into the Sewer Utility, subject to the Rules and Regulations of the Sewer Utility, as they may be amended, and subject further to the terms and conditions of this Agreement;

WHEREAS, Lakewood will follow the statutory requirements concerning the inclusion petition and has authorized the execution of this Agreement;

WHEREAS, the City Council of Lakewood has adopted or will adopt an Ordinance approving the inclusion (with or without conditions); and the recitals, determinations, and terms of the Ordinance will be incorporated herein by this reference.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises, covenants, and stipulations expressed herein, Lakewood, the Developer, and the District agree as follows:

1. **Recitals:** The recitals above are incorporated into this agreement.
2. **District's Representations:** The District represents and warrants to Lakewood that it has full legal right and authority to make necessary improvements to the Property for fulfilling the terms of this Agreement. The District acknowledges that Lakewood will publish notices of public hearings on the Petition for Inclusion and conduct such hearings in accordance with statutory requirements.
3. **Exclusion from Green Mountain:** The District hereby recognizes and agrees that successful completion of the statutory exclusion process from Green Mountain Water and Sanitation District is a precondition for inclusion into the Lakewood Sewer Utility. This includes, but is not limited to, compliance with Colorado Revised Statutes (C.R.S.) §§ 32-1-501 through 32-1-503, obtaining approval from the Metro Water Recovery Board for a modification to Green Mountain's service area, and the Jefferson County District Court's approval of the exclusion.
4. **Inclusion into Lakewood Sewer Utility:** The District hereby recognizes and agrees that Lakewood City Council's adoption of an ordinance authorizing the service extension is a precondition for inclusion of the Property into the Lakewood Sewer Utility. Once the ordinance is in force, extension of service will be contingent upon the conditions outlined in this Agreement.
5. **Service Contingencies and Requirements:** The District hereby recognizes and agrees that, as a precondition to service, and at the sole discretion of Lakewood, service will be contingent on:
  - Payment of applicable tap fees. The Developer shall be responsible for the funding, design, and construction of the capital improvements identified by the Lakewood Sewer Utility (the "Capital Improvements"), which shall be detailed in a Public Improvements Agreement. Tap fees owed to Lakewood may include reasonable costs to service and maintain existing sewer systems that will experience additional use and deterioration from the upstream expansion of the system and resulting increased load. Tap fees

owed may be reduced by the total cost of funding Capital Improvements necessary to connect to the Lakewood Sewer Utility. Tap fees owed to Metro Water Recovery will not be subject to reductions based on funding Capital Improvements necessary to connect to the Lakewood Sewer Utility.

- Construction, at the Developer and/or the District's expense, of any required public and private improvements necessary to receive service, whether currently known or discovered during development of the improvements, and City acceptance of all such improvements in accordance with current regulations and engineering criteria. At the time of this Agreement, the following capacity improvements to the Lakewood Sewer Utility main line along the north side of US 6 are required, including improvements indicated here and in the attached Exhibit B - Lakewood Sewer Utility Proposed System Improvements for the Bend @ Lakewood Development:
  - Holland St to Garland St increase from 18-inch to 24-inch (~442 LF).
  - Garland St to Garrison St increase from 12-inch to 15-inch (~440 LF).
  - Flower St to Cody St increase from 12-inch to 15-inch (~1,795 LF).
  - Allison St to Wadsworth Blvd interchange from 12-inch to 18-inch (~1,048 LF).
  - Additional improvements may be necessary for the Development to make the connection to the Lakewood Sewer Utility system.
- Payment of all ongoing rates and fees applicable to Lakewood Sewer Utility customers.
- Compliance with the City of Lakewood Water and Sewer Rules and Regulations, as they may be amended.
- Submission of an engineering design for facilities required to provide additional service, performed and sealed by a Professional Engineer licensed in Colorado, which will take into consideration the Property area plus adjacent areas that would in the future be served by the system extension. The Developer and/or the District will bear all costs for engineering services unless Lakewood determines the extension is for public benefit.
- Lakewood shall receive wastewater from the District at the Lakewood Sewer Main in Kipling Street from the metering facility to be located in coordination

with Lakewood Sewer Utility. The sanitary sewer main line construction plans for the District's private system shall clearly define the location where the District connects to the Lakewood Sewer Utility System. The plans shall also clearly distinguish the dividing lines of ownership and maintenance of the infrastructure being constructed. All wastewater discharged by the District to Lakewood shall first pass through the metering facility. Lakewood will transport this wastewater to Metro Water Recovery for treatment and disposal.

- The metering facility referenced above shall be owned and maintained by the District, with access provided to Lakewood, Metro Water Recovery employees, and Lakewood contractors for purposes of meter reading, wastewater sampling, and testing. It is anticipated that Metro Water Recovery will perform meter reading, sampling, and testing; however, Lakewood may provide these services directly or by subcontract. The metering facility shall be constructed, maintained, modified, and replaced by the District as necessary to allow the same meter reading, sampling, and testing functions that Metro Water Recovery routinely performs at the point of discharge from the Lakewood system. The meter shall be subject to tests for accuracy, and if found inaccurate, shall be adjusted as soon as practicable by and at the expense of the District. All meter reading, wastewater sampling, and testing shall be performed at the direction of Lakewood and shall be comparable to that performed at the point of discharge to Metro Water Recovery from Lakewood's sewers.
- The District shall fully comply with the rules, requirements, and regulations of Metro Water Recovery, as these exist now or may exist in the future, including, if necessary, pretreatment of wastewater to be discharged. To the extent allowable by law, the District shall hold Lakewood harmless from any liability which results from the District's failure to comply with the rules, requirements, and regulations of Metro Water Recovery.
- The District shall be required to obtain and maintain recognition from Metro Water Recovery as an indirect connector, and shall remain in good standing, if and when Metro Water Recovery establishes such a requirement for indirect connectors. The District shall comply with all applicable processes, standards, and fees associated with obtaining and maintaining this status.
- The parties recognize that the Lakewood Sewer Utility System connecting the District to Metro is subject to certain physical limitations and continuing

service is contingent upon sufficient capacity to serve existing wastewater contributors. The District agrees that, upon forty-five (45) days written notice from Lakewood, it will discontinue the issuance of new wastewater taps and that such moratorium will remain in effect until subsequent written notice from Lakewood. The determination of whether or not the physical capabilities of the Lakewood Sewer Utility System require issuance of a moratorium notice shall be made by Lakewood. Such notice shall be issued at the time flow in the Lakewood Sewer Utility System reaches ninety-five percent (95%) of design capacity as determined by Lakewood unless construction has commenced to increase capacity of the system. If such notice is issued, it shall apply to all parties which contribute wastewater to the Lakewood Sewer Utility System including Lakewood.

- In the event that Lakewood, Developer, or the District anticipates the physical limitations of the Lakewood Sewer Utility System connecting the District to Metro being reached, the other parties shall be notified in writing expeditiously. Upon such notification, Lakewood shall initiate engineering design for additional or replacement facilities as necessary to provide sufficient capacity to transport projected volumes of wastewater when the flow in the present system reaches eighty percent (80%) of design capacity as determined by Lakewood. Lakewood shall actively seek input from the Developer and the District during design of the additional or replacement facilities. Costs of design and construction of the additional or replacement facilities shall be shared by all users of the Lakewood Sewer Utility System on an equitable basis with consideration given to sources of increased wastewater flows, sources of future increased wastewater flows, condition of the Lakewood Sewer Utility System, and other factors agreed to by all users of the Lakewood Sewer Utility System at that time.

6. **Construction, Review, and Approval:** Construction plans and project specifications for the Capital Improvements shall be submitted to Lakewood for review and approval prior to the advertisement of bids. Lakewood shall be consulted during the selection of the contractor(s) for the sewer utility work, and Lakewood shall have the authority to decline a proposed contractor based on qualifications, experience, public engagement plan, or project timeline.

The Lakewood Sewer Utility shall inspect the installation of the Capital Improvements for conformance with the approved plans, project specifications, and all applicable City Codes. The Developer shall remedy any deficiencies

identified by Lakewood's inspection team during construction and shall complete all punch list items prior to submitting record documents for project acceptance. Upon completion of the Capital Improvements (or, if phased, at the completion of each phase), the Developer shall provide record documents of the installed Capital Improvements, including:

- Plans depicting installed locations (horizontal and vertical);
- Materials used;
- Documentation of deviations from the approved plans (with City approval of such deviations); and
- A digital record of the installed Capital Improvements in a format compatible with Lakewood's GIS system.

The City shall issue an acceptance letter to the Developer upon review and approval of the final record documentation. If during review the Lakewood Sewer Utility identifies any deficiency in the installed Capital Improvements, the Developer shall remedy the deficiency to provide an installation that meets or exceeds the capacity of the improvements originally approved by Lakewood.

The Developer shall also provide Lakewood with collateral, in a form and amount commensurate with the requirements of the Lakewood Municipal Code, for all work conducted within the public right-of-way.

7. **Service Availability and Limitations:** Lakewood Sewer Utility will provide service to the Property and has evaluated how it will provide service. Notwithstanding the foregoing, in the event of unforeseen circumstances during the design and construction, the Developer, Lakewood, and the District shall work together to determine solutions so that service can be provided by Lakewood Sewer Utility.
8. **Easements:** The Developer and the District agree, as applicable, to convey at no cost to Lakewood all easements necessary for construction and maintenance of the Sewer Utility's sewer main lines and associated facilities on the Property.
9. **Water Service Coordination:** The District acknowledges that provision of water service in connection with this extension of sewer service will require separate coordination with Consolidated Mutual Water Company.
10. **Financial Obligations:** The Developer (or its successors) or the District shall pay all rates, fees, charges, and tax levies imposed by Lakewood for sewer services, as such rates, fees, charges, and tax levies, as applicable, as currently exist or are imposed in the future, including without limitation tax levies for existing revenue bonds and all present and future indebtedness related to the Sewer Utility.

**11. Effectiveness of Inclusion:** After approval of an Ordinance granting inclusion by the City Council, and once the Ordinance is in force, the Property shall be included into the Lakewood Sewer Utility, subject to the terms and conditions set forth herein, the duly promulgated Rules and Regulations of Lakewood, and the laws of the State of Colorado, as such terms, Rules and Regulations and/or laws currently exist or are subsequently amended.

**12. Notices:** All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via FedEx or other nationally recognized overnight air courier service, by electronically-confirmed email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To District:                      The Bend @ Lakewood Metropolitan District  
c/o McGeady Becher Cortese Williams P.C.  
450 East 17<sup>th</sup> Avenue, Suite 400  
Denver, CO 80203  
Phone: 303-592-4380  
Email: legalnotices@specialdistrictlaw.com  
Attn: Legal Notices

To Developer:                      Lakewood Land Partners, LP  
2000 South McKinney Avenue, Suite 100  
Dallas, TX 75201  
Phone: 303-226-8205  
Email: scaldwell@lpc.com  
Attn: Scott Caldwell

To Lakewood:                      City of Lakewood Department of Public Works  
470 South Allison Parkway  
Lakewood, Colorado 80226  
Phone: 303-987-7000  
Email: md'andrea@lakewood.org  
Attn: Maria D'Andrea

With a Copy to:                      City of Lakewood City Attorney's Office  
480 South Allison Parkway  
Lakewood, Colorado 80226  
Phone: 303-987-7450  
Email: johvan@lakewood.org  
Attn: John VanLandschoot

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with FedEx or other nationally recognized overnight air courier service, upon electronic confirmation of email transmission, or three (3) business days after deposit in the United States mail. By giving the other Party hereto at least ten (10) days' written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

13. **Enforcement:** If either Party fails to perform any of its responsibilities, obligations or agreements to be performed in accordance with the provisions of this Agreement, and if such failure of performance continues for a period of thirty (30) days following written notice of default from the other Party (or such additional period of time as may reasonably be required to cure such default; provided that the curative action is commenced within such thirty (30) day period and is diligently and continuously pursued to completion), then this Agreement may be enforced in law or in equity by a decree of specific performance, damages, foreclosure of liens or other such legal and equitable relief as may be available, subject to the provisions of the statutes of the State of Colorado. The prevailing party shall be entitled to collect its attorney fees and costs in any action necessary to enforce the terms of this Agreement.
14. **Binding Nature:** Provided inclusion is accepted by the City Council, the provisions of this Agreement shall be deemed to survive the transfer of the Property, shall be binding upon the respective parties' successors, transferees, and assigns, and shall be and remain covenants running with the Property. This Agreement may be recorded in the office of the Clerk and Recorder of Jefferson County before or after the City Council approves the inclusion.
15. **Termination:** In the event the City Council rejects the inclusion, the parties will consider continuing to attempt to include the property or may abandon inclusion and terminate this Agreement, each in its sole discretion. If either party terminates this Agreement, Lakewood will cooperate with the District to cause evidence of the termination of this Agreement to be recorded with the Clerk and Recorder.
16. **Modification; Amendment:** This Agreement may be amended from time to time by agreement between the Parties hereto; provided, however, that no amendment, modification, or alteration of the terms or provisions hereof shall be binding upon the District or Lakewood unless the same is in writing and duly executed by the Parties.

17. **Non-Waiver:** No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed to be a waiver of any subsequent default hereunder. Notwithstanding any provision to the contrary in this Agreement, no term or condition of this Agreement shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits or protection provided to the District and Lakewood under the Colorado Governmental Immunity Act.

18. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof, and supersedes all prior conversations, proposals, negotiations, understandings, and agreements, whether written or oral; all of which are merged herein. If any portion of this Agreement shall be deemed to be ineffective or without force and effect by any court of competent jurisdiction, then the invalidity or unenforceability of such provision shall not affect the enforceability of the other provisions hereof. This Agreement may be executed in counterparts and with copies of signatures. Any amendments to this Agreement shall be made in writing and signed by all Parties.

19. **Uniqueness:** The provisions of this Agreement are deemed to be unique and special with regard to the Property, and do not create a precedent for future inclusions or matters pertaining to other properties.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date indicated above.

THE BEND @ LAKEWOOD METROPOLITAN DISTRICT

By: \_\_\_\_\_ [Signature of authorized person] Name:  
\_\_\_\_\_ [Print name] Its:  
\_\_\_\_\_ [Title of person signing]

STATE OF \_\_\_\_\_ ) \_\_\_\_\_ ) ss. COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as  
\_\_\_\_\_ of The Bend @ Lakewood Metropolitan District.

Witness my hand and official seal.

\_\_\_\_\_ Notary Public My commission expires: \_\_\_\_\_

CITY OF LAKEWOOD, COLORADO, ACTING BY AND THROUGH ITS LAKEWOOD SEWER UTILITY

By: \_\_\_\_\_ Raymond L. Hill, P.E. City Engineer – Capital Projects & Utilities

Attest: \_\_\_\_\_ City Clerk

STATE OF COLORADO ) \_\_\_\_\_ ) ss. COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Raymond L. Hill, P.E., City Engineer – Capital Projects & Utilities, and Jay Robb, City Clerk, of the City of Lakewood, Colorado.

Witness my hand and official seal.

\_\_\_\_\_ Notary Public My commission expires: \_\_\_\_\_

**EXHIBIT A** [Legal Description of The Bend Development Property]

A PARCEL OF LAND LOCATED IN THE WEST ONE-HALF (W 1/2) OF SECTION 9 AND IN THE EAST ONE-HALF (E 1/2) OF THE EAST ONE-HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 8, 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 8, AS MONUMENTED BY A RECOVERED 2-3/4" ALUMINUM CAP, ILLEGIBLE, WHENCE THE NORTH QUARTER CORNER OF SAID SECTION 8, AS MONUMENTED BY A RECOVERED 3-1/4" BRASS CAP IN RANGE BOX, STAMPED "LS 19591" BEARS S 89°45'48" W, A DISTANCE OF 2619.77 FEET, FORMING THE BASIS OF BEARINGS FOR THIS DESCRIPTION;

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THENCE S 89°58'12" W, A DISTANCE OF 964.14 FEET;

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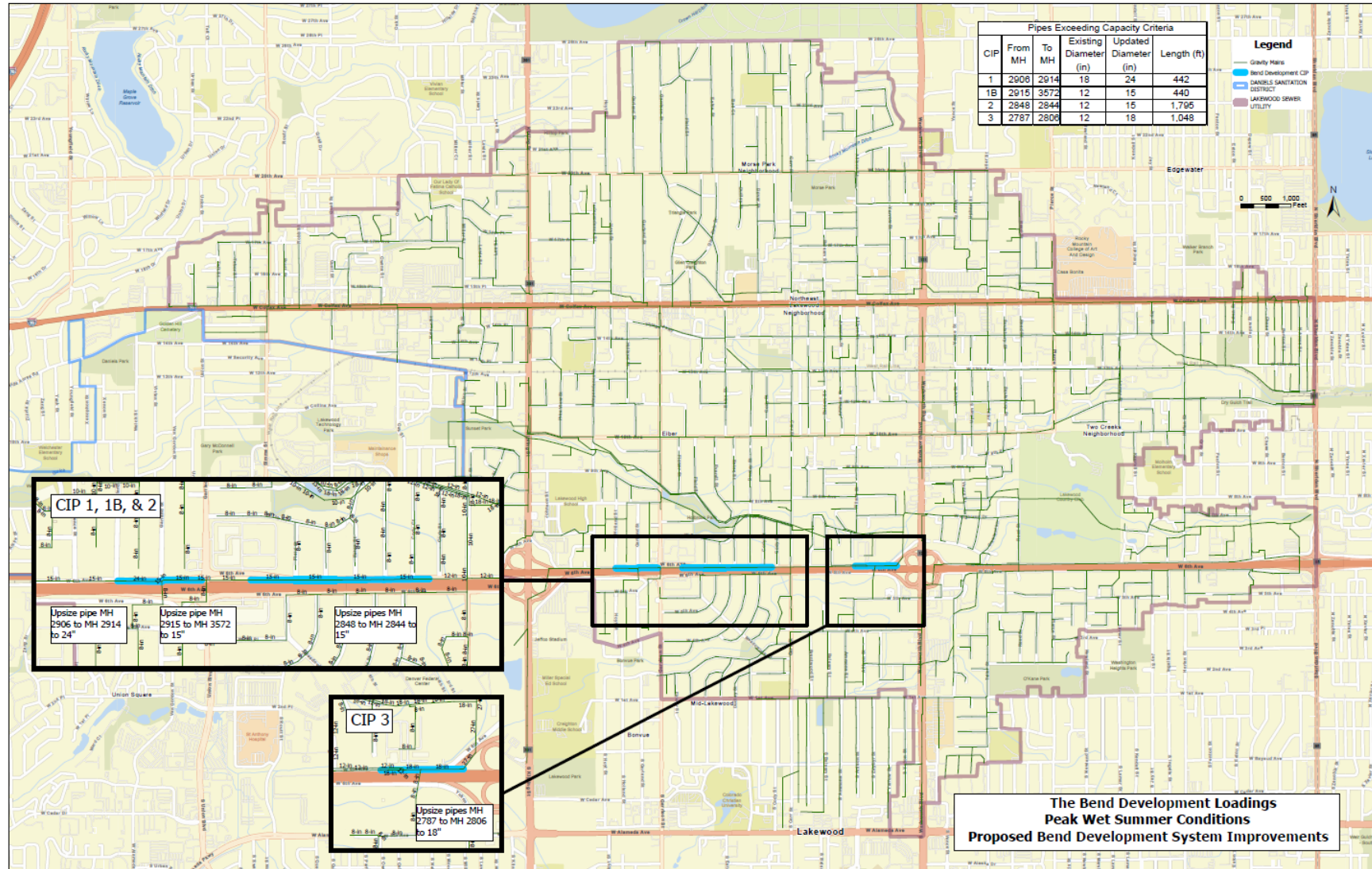
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THENCE N 89°45'58" E, A DISTANCE OF 374.38 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 2,572,177 SQ. FT. OR 59.0491 ACRES, MORE OR LESS.

# Exhibit B – Lakewood Sewer Utility Proposed System Improvements for the Bend @ Lakewood Development



# STAFF MEMO

**DATE OF MEETING: NOVEMBER 24, 2025 / AGENDA ITEM NO. 5C**

To: Mayor and City Council  
From: Travis Parker, Chief of the Sustainability & Community Development Branch  
Subject: **The Bend @ Lakewood 20-year Vesting Request**

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**SUMMARY STATEMENT:** The applicant has submitted an application to the City of Lakewood for approval to vest the development of the property located at 11601 W. 2nd Pl. for a period of 20 years. The site-specific development plans to vest are the development agreement and phased major site plan, which are consistent with the zoning on the subject property. Such vesting gives the property owner the right to undertake and complete the development and use of the property under the terms and conditions of the existing zoning, development agreement, and phased major site plan.

Per Section 17.2.3.5.F an applicant may seek to vest the approval of a zoning action for a period of longer than 3 years through the approval of a development agreement. The City Council may enter into such an agreement where the City Council finds such to be warranted considering all relevant circumstances including, but not limited to, the size and phasing of the development, economic factors, and market conditions.

The Urban Renewal Area (URA) and The Bend @ Lakewood Metropolitan District were approved by City Council in May 2025. The District area, subject of the development agreement, contains approximately 59 acres of land, located south of West 6th Avenue, east of Union Boulevard, west of Routt Street and the Federal Center, and north of West 2nd Place and RTD light rail park-in ride lot, in the City of Lakewood.

**BACKGROUND INFORMATION:** The Phased Major Site Plan and Final Plat cases are currently in review for the subject property to establish the infrastructure to create five (5) large buildable lots. In May of 2025 the applicant submitted an application requesting the consideration of a metropolitan district and a draft service plan, case MD24-0001 and an IGA to establish an URA. The service plan and IGA were approved by City Council to establish The Bend @ Lakewood Metropolitan District and URA.

## RELEVANT CIRCUMSTANCES

The City Council may enter into such an agreement where the City Council finds such to be warranted considering all relevant circumstances including, but not limited to, the size and phasing of the development, economic factors, and market conditions.

The property is approximately 59 acres in size and City staff has confirmed that sufficient infrastructure does not currently exist to accommodate the proposed project. For the project to proceed, sewer facilities, water facilities, storm water drainage facilities, streets, open space and other infrastructure are necessary and required. A URA and Metropolitan District were approved by City Council in May 2025 to provide for the efficient financing of construction and ongoing financing and maintenance of this critical public infrastructure. The development agreement defines the terms of the project, including affordable residential units, sewer and water utilities, public right-of-way

dedication, public improvements, parkland dedication and improvements per Ordinance O-2018-4, and fees and exactions associated with the project.

Larger projects are typically phased and may include several subdivisions and major site plan applications to design and construct the infrastructure. The applicant is currently processing a subdivision application and phased major site plan to design the project infrastructure and dedicate public right-of-way, and fee-simple parkland. Further, a portion of the site is encumbered by environmental concerns that may affect the timeframe for the project. It is reasonable to vest the property for 20 years to accomplish the completion of development. Economic and market conditions also affect large developments.

The development agreement and phased major site plan are the site-specific that outline the reasoning and agreement terms for vesting the project including, but not limited to 10% affordable residential units, parameters for Lakewood Sewer Utility, and terms for parkland dedication.

**BUDGETARY IMPACTS:** None

**STAFF RECOMMENDATIONS:** None Staff recommends that, based upon the staff's findings, the development agreement, and evidence provided by the applicant, that the Lakewood City Council find:

1. That the applicant, Scott Caldwell with Lakewood Land Partners, LP has submitted an application for approval of vesting for 20 years; and
2. The zoning to be vested is the existing M-C-T and PD/M-G-U zone districts; and
3. There are relevant circumstances including, but not limited to, the size and phasing of the development, economic factors, and market conditions to support the 20-year vesting; and
4. The development agreement will be entered into and executed and recorded for the vesting.

AND

That the City Council approve the vesting application and enter into the Development Agreement with the property owner to allow the zoning on the property to be vested for 20 years.

**ALTERNATIVES:** City Council may approve or deny the development agreement.

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

**NEXT STEPS:** Staff will continue to review development applications for this project.

**ATTACHMENTS:**

1. Ordinance O-2025-38
2. The Bend @ Lakewood Development Agreement
3. Agreement Exhibit A - The Bend @ Lakewood Legal Description
4. Agreement Exhibit B-1 and Exhibit B-2

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

AN ORDINANCE

AUTHORIZING A DEVELOPMENT AGREEMENT FOR THE BEND @ LAKEWOOD URBAN RENEWAL AREA FOR LAND LOCATED AT 11061 W. 2ND PL., LAKEWOOD, COLORADO AND APPROVING THE PARK AND OPEN SPACE PLAN

WHEREAS, the City of Lakewood, Colorado, (the “City”) approved an Urban Renewal Plan for an area known as the Bend @ Lakewood Urban Renewal Area;

WHEREAS, C.R.S. § 24-68-104 authorizes local governments to enter into development agreements that provide for longer periods of vesting, if deemed appropriate in light of the relevant circumstances, including the size and phasing of the proposed development;

WHEREAS, the Owner of the Property, Lakewood Land Partners, LP (the “Applicant”), and the City negotiated a Development Agreement to establish certain rights and obligations of the Applicant and the City related to future development within the Bend @ Lakewood Urban Renewal Area;

WHEREAS, City Council finds that the Applicant, in connection with the development contemplated in the Development Agreement, is entitled to vested property rights for a period of twenty (20) years from the effective date of this Ordinance.

WHEREAS, the vested property rights period is appropriate in light of all relevant circumstances, including, but not limited to, size and phasing of the development, required environmental remediation, economic factors, and market conditions;

WHEREAS, in addition to the vested rights period, the Development Agreement also addresses the required park and open space dedication plan to include a combination of park and open space dedication, improvements-in-lieu and fee-in-lieu;

WHEREAS, the Development Agreement describes the land uses, development standards, vested rights, and the design and development regulations relating to the development;

WHEREAS, City Council finds and determines that authorizing a Development Agreement between the Applicant and the City 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, Colorado, that:

SECTION 1. The Development Agreement for The Bend @ Lakewood Urban Renewal Area attached hereto and made a part hereof as Exhibit B is approved.

SECTION 2. The City Manager or designee may execute the Development Agreement, and may negotiate any necessary and appropriate amendments to carry out the purposes of the Development Agreement.

SECTION 3. The Mayor and City Clerk are hereby authorized and directed to certify the within and foregoing approval and record with the Clerk and Recorder of Jefferson County a certified copy of this Ordinance attached thereto, pursuant to the effective date thereof, and upon satisfaction of the conditions for recording relating to the property described in Exhibit A.

SECTION 4. This Ordinance shall take effect thirty (30) days after final publication.

SECTION 5. The recitals above are incorporated herein and made part of this Ordinance.

SECTION 6. If any provision of this Ordinance is found by a court of competent jurisdiction to be invalid, such invalidity shall not affect the remaining portions or applications of this Ordinance that can be given effect without the invalid portion, provided that such remaining portions or application of this Ordinance are not determined by the court to be inoperable.

I hereby attest and certify that within and foregoing Ordinance was introduced and read on first reading at a hybrid regular meeting of the Lakewood City Council on the 24th day of November, 2025; published by title in the Denver Post and in full on the City of Lakewood's website, [www.lakewood.org](http://www.lakewood.org), on the 27th day of November, 2025; set for public hearing to be held on the 8th day of December, 2025; read, finally passed and adopted by the City Council on the 8th day of December, 2025; and signed by the Mayor on the \_\_\_ day of December, 2025.

---

Wendi Strom, Mayor

ATTEST:

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Jay Robb, City Clerk

APPROVED AS TO FORM:

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Alison McKenney Brown, City Attorney

## **DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025 (the “Effective Date”), by and between the CITY OF LAKEWOOD, a Colorado home rule municipal corporation whose principal business address is 480 South Allison Parkway, Lakewood, Colorado 80226 (the “City”), and LAKEWOOD LAND PARTNERS, LP, a Delaware limited partnership, whose address is 2000 S. Colorado Blvd, Tower 3, Suite 825, Denver, CO 80222 (the “Owner”); together with the City the “Parties” and each individually as “Party”, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, with reference to the following facts:

### **RECITALS**

WHEREAS, Owner is the record owner of the real property in the City more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (the “Property”);

WHEREAS, the Property consists of approximately 59 acres of land that is zoned Mixed Use – Core – Transit (the “M-C-T Zone District”) and Planned Development/ Mixed Use – General – Urban (the “PD/M-G-U Zone District”);

WHEREAS, as permitted by the M-C-T and PD/M-G-U Zone Districts, Owner desires to develop a fifty-nine (59) acre multi-phased mixed use development that predominately consists of residential multi-family units with a total of approximately two thousand (2,000) units and approximately one hundred thousand (100,000) square feet of commercial space (the “Project”);

WHEREAS, to facilitate the funding of the public improvements required to serve the Project, The Bend @ Lakewood Urban Renewal Plan and The Bend @ Lakewood Metropolitan District Service Plan were approved by the City Council on May 12, 2025, pursuant to Resolutions R-2025-28, R-2025-27, respectively;

WHEREAS, the Parties desire that this Agreement document their understanding relative to the Project, vested rights and future use of the Property and the Project.

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

### **I. GENERAL PROVISIONS**

- A. INCORPORATION OF RECITALS. The foregoing recitals are incorporated into and made substantive provisions of this Agreement.
- B. NATURE OF AGREEMENT. This Agreement addresses the terms required by the City relating to the development of the Property, as further defined by the Public Improvements Agreement. The City Council’s approval of the terms contemplated in this Agreement shall establish vested property rights pursuant to C.R.S. §§ 24-68-101, *et seq.*, as amended. Owner shall submit a request through City processes for phased development as a vested right. This Agreement shall not constitute City approval of any phase of development or associated site plans. The City shall review each phase of development and associated

site plans for compliance with the rules and regulations vested pursuant to this Agreement and C.R.S. §§ 24-68-101, *et seq.*

**II. DEFINITIONS.** For purposes of this Agreement, the following terms and references shall have the following meanings.

- A. "Agreement" means this Agreement.
- B. "BMD" means the Bend Metro District.
- C. "City Council" means the City Council of the City of Lakewood.
- D. "Effective Date" means date of approval by City Council.
- E. "LMC" means Lakewood Municipal Code, as may be amended from time to time.
- F. "MSP" means The Bend Phased Major Site Plan, as described in Chapter 17.2.7 of the LMC, as amended.
- G. "Park and Open Space Dedication" means those portions of the Property, including Public Improvements thereon, which are required to ensure adequate Park and Open Space is available for new residents based on new developments and for purposes of satisfying requirements of the Park and Open Space Dedication Requirement in Chapter 14.16 of the LMC (2018) including the fee increase effective June 1, 2024. Unless specifically stated otherwise "Park and Open Space" does not include open space required pursuant to applicable zoning specifications.
- H. "Public Improvements" means those improvements described in Chapter 14.13.020 of the LMC, as amended, and any other improvements dedicated or used for public purposes which are deemed necessary and reasonable to serve the Project and to ensure that it may be developed in accordance with the MSP.
- I. "Public Improvements Agreement" means an agreement between the City and Owner detailing required Public Improvements consistent with Chapter 14.13 of the LMC, as amended.
- J. "Public Improvements Cost" means the costs incurred to acquire, design, construct, or otherwise provide and maintain the Public Improvements, including any reserve fund created for such purposes.
- K. "Vested Property Rights" means the right to undertake and complete the development of, and enjoy the use of, the Property in accordance with the terms and conditions of the MSP. For purposes of this Agreement, a final phased MSP shall constitute a "site specific development plan" as defined in Article 17 of the Zoning Code and Colorado Revised Statute § 24-68-102(4).
- L. "Warranty Period" shall have the same meaning as industry standard for the individual component and/or materials.
- M. "Zoning" means the zoning classification for the Property and all other terms and conditions contained in the MSP.

N. "Zoning Code" means Title 17 of the Lakewood Municipal Code.

### **III. FEES AND EXACTIONS**

- A. FEES AND EXACTIONS. Owner shall pay the impact fees and satisfy the dedication requirements set forth in this Section, subject to any modifications to the LMC that are generally applicable at the time of MSP or building permit application, as specified by the LMC. Owner shall also pay any fees assessed during the Project including, but not limited to, notification fees, permit fees, emissions fees, and application fees.
- B. SCHOOL IMPACT, EMERGENCY SERVICE AND OTHER SIMILAR FEES. Owner shall pay applicable school impact, emergency service, and similar fees in place at the time of building permit application, as specified in the LMC.
- C. PARK AND OPEN SPACE DEDICATIONS AND FEES. Owner shall comply with the City's Park and Open Space Dedication regulations, as set forth in Chapter 14.16.040 of the LMC (2018) requiring a dedication of land equal to 5.5 acres of park area per 1,000 anticipated population. Part of such dedication shall be met by Owner through land dedication, a fee in lieu, and/or improvements in lieu as such alternative dedications will more effectively meet the neighborhood and community parkland needs. Owner shall also grant Park and Open Space Access easements, which shall be included in the Public Improvements Agreement, as part of Owner's Park and Open Space Dedication requirement. City and Owner Agree that the Owner's Park and Open Space Dedication requirement shall be more specifically met through the attached Exhibit B ("LMC § 14.16 Park and Open Space Plan"), Exhibit B-1 ("Park and Open Space Exhibit") and Exhibit B-2 ("Park and Open Space Chart").
- D. CITY REVIEW AND APPROVAL: The City will have the opportunity to review and comment on the planning and design of the Public Improvements in the Public Improvements Agreement and Park and Open Space Improvements detailed in Exhibits B, B-1, and C, including any necessary easements, permits, and right-of-way approvals required for the construction, installation, operation, and maintenance of these improvements. The Owner must obtain the City's final approval of the planning and design for such improvements. Before accepting any dedication of land or public access easements the City may, at its own cost, conduct an inspection and require the Owner to complete any necessary corrective work.
- E. WARRANTY AND DOCUMENTATION: The Owner shall assign to the City all applicable warranties for the Park and Open Space and Public Improvements (including all work, materials, and components). The Owner shall also provide the City with copies of all as-built drawings and relevant submittals for these improvements.
- F. OWNER TO ACQUIRE APPROVALS. Owner and/or BMD shall obtain approvals from any governmental, regulatory, or management agencies with jurisdiction over the construction of the Public Improvements and shall obtain any necessary easements, permits, and right-of-way approvals necessary to construct, install, operate, and/or maintain the Public Improvements.

- G. OWNER TO BEAR COSTS. Owner shall bear the sole cost or cause BMD to plan, design, finance, and construct certain Public Improvements within the Property consistent with agreed upon plans, specifications, and other applicable requirements of the City.
- H. PUBLIC RIGHTS-OF-WAY DEDICATIONS. Public rights-of-way are to be dedicated per the Denver Federal Center Subdivision Filing No. 2 plat and the Public Improvements Agreement, which shall include the following general descriptions of dedications, and are depicted on Exhibit C attached hereto and incorporated herein:
- a. 4<sup>th</sup> Avenue – Width and length of ROW
    - i. AREA = 161,650 SF
    - ii. LENGTH = 1,385 LF
    - iii. WIDTH = VARIES (75 – 120')
  - b. Routt Street – Width and length of ROW
    - i. AREA = 65,670 SF
    - ii. LENGTH = 1,490 LF
    - iii. WIDTH = VARIES (47-57')
  - c. Dedication for Routt Street expansion (South only) – total area. This is the section of land East of Routt Street and South of 4<sup>th</sup> Avenue:
    - i. AREA = 110,300 SF
    - ii. LENGTH = 1,745 LF
    - iii. WIDTH = VARIES (56-70')
- I. PUBLIC IMPROVEMENTS. Owner shall construct, acquire, or otherwise provide, and maintain Public Improvements in accordance with this Section.
- 1. In connection with the approval of the plat and/or MSP for the Project, the City and Owner shall enter into a Public Improvements Agreement in accordance with the City's ordinances and procedures to identify and provide for the construction of those Public Improvements determined by the City to be necessary and reasonable for the development of the Project. The City will be responsible for operations and maintenance of certain public improvements once improvements are completed and warranty periods have expired.
  - 2. Owner acknowledges that other governmental entities and utility providers will require other public improvements and/or utilities necessary and reasonable for the development of the Project, including, but not limited to, other transportation, drainage, water, sanitary sewer, gas, electricity, telephone, cable television, easement dedications, and ditch improvements, and the relocation of certain existing improvements or facilities. Owner agrees to construct, acquire, or otherwise provide, and to maintain such Public Improvements and/ or public utilities as may be required by such other governmental entities or utility providers and to coordinate its efforts in doing so with the City.
  - 3. The City shall maintain curbs and gutters, asphalt pavement, concrete pavement, acceleration and deceleration lanes, pavement striping and traffic signals within City-owned public rights-of-way, and any other improvements identified for City

maintenance in the Public Improvements Agreement which are located within the boundaries of the City. Unless identified for City maintenance in the Public Improvements Agreement, all other Public Improvements, including drainage improvements, and landscaping within the City-owned public rights-of-way shall be maintained by Owner, the BMD, or other public entity, but not the City.

4. Owner shall not be required to construct, acquire, or otherwise provide, or to maintain any Public Improvements other than those contemplated in the Public Improvements Agreement phased MSP or future Public Improvements Agreement associated with future site-specific MSP applications, nor shall any building permits or other land use approvals contemplated under the MSP or otherwise required under the City's ordinances, regulations, codes, policies, and procedures ever be conditions upon Owner's payment of any Public Improvements Cost other than those contemplated in a Public Improvements Agreement.
- J. Operation and Maintenance Agreement. In addition to the Public Improvements Agreement, the Parties may enter into an Operations and Maintenance Agreement as necessary to define the ongoing operations and maintenance of one or more Public Improvements, Park and Open Space Improvements, and/or Utilities associated with the Project.

#### **IV. CITY AND OWNER OBLIGATIONS**

##### **A. CITY OBLIGATIONS.**

1. City to Provide Municipal Services. The City agrees that it shall commence the provision of all applicable governmental services which the City provides to other similarly situated property in the City ("Municipal Services") and shall continuously provide for such Municipal Services in a uniform and nondiscriminatory manner.
2. Utilities. The construction and maintenance of sewer utilities shall be included in the Public Improvements Agreement and/or an Operations and Maintenance Agreement. Green Mountain Water and Sanitation District will exclude the Property from the Green Mountain Water and Sanitation District service area subject to inclusion within other water and sanitation districts. Owner has secured a will serve letter from Consolidated Mutual Water Company for water service, and the City will likewise cooperate in good faith to facilitate that service. The City agrees to pursue service through the Lakewood Sewer Utility. The City will in good faith pursue the ability provide sewer service and will work in good faith with Owner to serve the Property if feasible. Before Lakewood Sewer Utility will serve the Property, Owner shall agree to the City's terms and conditions as set forth in a utilities agreement and such agreement shall be approved by City Council. The Parties understand Lakewood Sewer Utility infrastructure will require substantial improvements to serve the Property and any such improvements will be detailed in the Public Improvements Agreement.

##### **B. OWNER OBLIGATIONS.**

1. Plans. With input from the City, Owner shall prepare all applications and related plans for the Project at Owner's sole cost.

2. Compliance With Applicable Law. Owner shall comply with all applicable laws, including without limitation all current and future federal, state, and local statutes, regulations, ordinances, and rules relating to: the emission, discharge, release, or threatened release of a hazardous material into the air, surface water, groundwater, or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation, or investigation of a hazardous material; and the protection of human health, safety, or the indoor or outdoor environment, including (without limitation), the Comprehensive Environmental Response Compensation Liability Act, 42 U.S.C. § 9601, et seq. ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq. ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq.; the Clean Water Act, 33 U.S.C. § 1251, et seq.; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable environmental statutes of the State of Colorado; and all other federal, state, or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders, or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance or material, as now or at any time hereafter in effect.
3. Representations and Warranties. Owner hereby represents and warrants to the City that all of the following are true and correct as of the date of signature and the Effective Date: this Agreement has been duly authorized and executed by Owner as the legal, valid, and binding obligation of Owner, and is enforceable as to Owner in accordance with its terms; the person executing this Agreement on behalf of Owner is duly authorized and empowered to execute and deliver this Agreement on behalf of Owner; to the best of Owner knowledge, there is no pending or threatened litigation, administrative proceeding or other proceeding pending or threatened against Owner which, if decided or determined adversely, would have a material adverse effect on the ability of Owner to undertake its obligations under this Agreement; and neither the execution of this Agreement nor the consummation of the transaction contemplated by this Agreement will constitute a breach under any contract, agreement or obligation to which Owner is a party or by which Owner is bound or affected.

## **V. VESTED RIGHTS**

- A. **VESTING.** The Parties hereby agree that this Agreement and the approved MSP constitute a "Site Specific Development Plan" under C.R.S. §§ 24-68-101 *et seq.*, and Owner and its successors and assigns shall have a vested property right to undertake and complete the Project and use the Property under the terms and conditions set forth herein (the "Vested Rights"). The Vested Rights shall constitute benefits and burdens to the land and shall run with title to the Property.
- B. **TERM.** The vesting of the Project shall be for a period of twenty (20) years from the Effective Date.
- C. **GENERAL REGULATIONS.** The establishment of the Vested Rights under this Agreement to be submitted prior to development shall not preclude the application of City regulations of general applicability including, but not limited to, the application of local improvement districts, building, fire, plumbing, engineering, electrical, and mechanical codes, or the application of regional, state or federal regulations, as all of the foregoing exist on the Effective Date or may be enacted or amended after the Effective Date, except as otherwise

provided herein, as against the Property and the Project. Owner does not waive its rights, however, to oppose adoption of any such regulations.

## **VI. DEFAULT, REMEDIES, DISPUTE RESOLUTION**

- A. **DISPUTE RESOLUTION.** For any dispute arising out of or relating to this Agreement, or the breach thereof, the Parties shall first try in good faith to settle the dispute by mediation or some other mutually agreed upon form of alternative dispute resolution before resorting to litigation.
- B. **EVENT OF DEFAULT DEFINED.** The violation of any provision of this Agreement by any Party, and any one or more of the following, shall constitute an Event of Default under this Agreement. The failure (i) to perform or observe any other covenants, agreements, or conditions in this Agreement on the part of any Party; and (ii) to cure such failure within thirty (30) business days of receipt of notice from the other Party of such failure or such longer period of time as may be reasonably necessary to cure the Event of Default as otherwise agreed to by the Parties in writing.
- C. **AVAILABLE REMEDIES.** Subject to the terms and conditions set forth in this Agreement, the Party asserting that an Event of Default has occurred shall be entitled to pursue all remedies available in the State of Colorado at law or in equity, including but not limited to, specific performance and injunctive relief, both mandatory and/or prohibitory. The prevailing Party shall be entitled to a recovery of all reasonable costs and expenses, including attorneys fees, incurred by the prevailing Party to enforce the terms and conditions of this Agreement. The exercise of one remedy shall not preclude the exercise of any other remedy.
  - 1. Right to Cure. In addition to any other remedy available at law or in equity, in the Event of Default, either Party may cure such default within thirty (30) days after written notice specifying such default and requesting that it be cured.

## **VII. PROVISIONS SPECIFIC TO THE BEND @ LAKEWOOD PROJECT**

- A. **ENVIRONMENTAL REVIEW.** Owner shall mitigate environmental impacts associated with the Project in accordance with applicable state and federal laws and regulations and will provide notice of regulatory reviews to the City's Public Works Department. Developer shall provide the City's Public Works Department with regulatory findings and requirements and shall make reasonable efforts to ensure the City is informed of all material statements by state or federal regulatory agencies relating to environmental risks and regulatory recommendations made after execution of this Agreement. Any land dedicated in fee simple, including land satisfying Park and Open Space requirements, shall preserve "clean corridors" (as such term is used and defined by the Colorado Department of Public Health and Environment) for the areas of the dedication property that are used for utility construction and maintenance and any areas where street trees and landscaping, and other improvements are required per the City's Zoning Code. Notwithstanding compliance with all federal and state laws relating to environmental mitigation, prior to acceptance of public improvements, the City may require additional mitigation or remediation as a condition of dedication or to ensure spaces used by the public do not constitute an unreasonable environmental risk. The City may refuse land dedication and require permanent easements in lieu of dedication if the City is dissatisfied

with the environmental condition. If the City refuses Park and Open Space Dedication, the City shall not require dedication of additional land.

- B. AFFORDABLE HOUSING. Owner shall enter into a separate affordable housing covenant with the City that ensures that a minimum of ten percent (10%) of all residential units within the Project qualify as affordable housing units pursuant to the County and City's affordable housing commitments as required by the Statewide Affordable Housing Fund, C.R.S. Title 29, Article 32, Part 1, and in no event lower than sixty percent (60%) AMI.
- C. LAKEWOOD REINVESTMENT AUTHORITY AND THE BEND METRO DISTRICT. Development of the Property shall occur in cooperation with the Lakewood Reinvestment Authority and the Bend Metro District. Owner and the City shall enter into agreements with the Lakewood Reinvestment Authority and the Bend Metro District as required to carry out the intent of the Bend Urban Renewal Plan and the Bend Metro District Service Plan, including but not necessarily limited to a Public Financing Redevelopment Agreement.
- D. EXISTING PUBLIC IMPROVEMENTS. If existing public improvements within the property are not currently in acceptable form or are damaged during development of the property, the City may require rehabilitation of existing public improvements prior to dedication. The need for any such rehabilitation shall be detailed in the Public Improvements Agreement.

## VIII. MISCELLANEOUS

- A. BINDING. Owner and the City agree and acknowledge that this Agreement shall be binding upon and shall inure to the benefit of the beneficiaries, successors and assigns of the Parties as provided by this Agreement.
- B. AMENDMENTS. This Agreement may be amended only with the prior written approval of the Parties.
- C. NOTICES. Unless otherwise specifically required by a provision of this Agreement, any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if either: (a) hand delivered to the person(s) identified below; or (b) sent by certified mail or registered mail, postage and fees prepaid; or (c) sent by recognized overnight courier, for the next business day delivery, addressed to the Party to whom such notice is to be given at the address set forth below or at such other address as has been previously furnished in writing to the other Party.

|                                                                                                  |                                                                                                                                  |
|--------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| To the City:<br>City Manager<br>City of Lakewood<br>480 S. Allison Parkway<br>Lakewood, CO 80226 | To Developer:<br>Scott Caldwell<br>Lakewood Land Partners, LP<br>2000 S. Colorado Blvd<br>Tower 3, Suite 825<br>Denver, CO 80222 |
|--------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|

|                                                                                                                  |                                                                                       |
|------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| <p>With Copy to:</p> <p>City Attorney<br/>City of Lakewood<br/>480 S. Allison Parkway<br/>Lakewood, CO 80226</p> | <p>With Copy to:</p> <p>FGMC, LLP<br/>360 S. Garfield Street<br/>Denver, CO 80209</p> |
|------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|

- D. **ORDINANCE NOT REPEALABLE.** This Agreement shall be approved by ordinance of the City Council. After the Agreement has been approved by ordinance of the City Council, this Agreement shall constitute a contract between Owner and the City as of the Effective Date.
- E. **INTEGRATION; AMENDMENT; BINDING EFFECT.** This Agreement contains the entire agreement of the Parties relating to the subject matter hereof and, except as provided herein, shall not be modified or amended except by written agreement of the Parties. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective heirs, personal representatives, successors and assigns.
- F. **CONTROLLING TERMS.** In the event of any conflict or inconsistency between the provisions of this Agreement and those contained in any attachments or exhibits hereto, or any document referenced therein, the terms and conditions of this Agreement shall prevail, and the conflicting or inconsistent provisions of such attachments, exhibits or referenced documents shall be deemed void and of no force of effect.
- G. **NO WAIVER.** The waiver of any breach of a term, provision or requirement of this Agreement 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.
- H. **ASSIGNMENT.** Owner may assign to one or more successor developers or The Bend @ Lakewood Metropolitan District (the "District") all or any part of its obligations and rights under this Agreement with notice to the City and in accordance with the terms and conditions of this Agreement, any applicable service plan for such District, and applicable law. Where used in this Agreement; the term "Owner" or "District" shall also mean any of the lawful successors or assigns of Owner and or District, and all such successors and assigns shall be bound by and have the right to enforce this Agreement. A party shall be deemed a "successor" or "assign" of Owner or District under this Agreement only if specifically designated in a written instrument referring to this Agreement, as a successor or assign of Owner under this Agreement.
- I. **INDEMNIFICATION.** Owner hereby agrees to indemnify and hold harmless the City, its officers, employees, agents or servants, from any and all suits, actions, and claims of every nature and description caused by, arising from or on account of any grossly negligent or willful and wanton act or omission of Owner, or of any other person or entity for whose grossly negligent or willful and wanton act or omission Owner is liable, with respect to construction of the Project (the "Claims"); and Owner shall pay any and all judgments rendered against the City as the result of any suit, action or claim, together with all reasonable expenses and attorney fees incurred by the City in defending any such suit, action, or claim arising out of or related to Claims. In addition, Owner shall pay all property taxes on property underlying improvements to be dedicated to the City before acceptance

by the City and shall indemnify and hold harmless the City for any such property tax liability.

- J. INSURANCE. The Parties shall be required to carry insurance related to Car25. Specific coverages shall be detailed in an operations and maintenance agreement.
- K. INCORPORATION OF EXHIBITS. Unless otherwise stated in this Agreement, exhibits, applications or documents referenced in this Agreement shall be incorporated into this Agreement for all purposes. In the event of a conflict between any incorporated exhibit and this Agreement, the provisions of this Agreement shall govern and control.
- L. NO THIRD-PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement 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 Owner shall be deemed to be only an incidental beneficiary under this Agreement.
- M. RELATIONSHIP OF PARTIES. This Agreement does not and shall not be construed as creating a relationship of joint venture, partners, or employer-employee between the Parties. Neither Party shall, with respect to any activity, be considered as agent or employee of the other Party.
- N. GOVERNING LAW AND VENUE; RECOVERY OF COSTS. This Agreement shall be governed by the laws of the State of Colorado. Venue shall be in Jefferson County, Colorado, or in the United States District Court for the District of Colorado, as appropriate. In the event legal action is brought to resolve any dispute among the parties related to this Agreement, the prevailing party in such action shall be entitled to recover from the non-prevailing party reasonable court costs and attorney fees.
- O. GOVERNMENTAL IMMUNITY. No term or condition of this Agreement 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.*
- P. CONFIDENTIAL INFORMATION; PUBLIC DOCUMENT. Owner hereby acknowledges that the City is a public entity subject to the Colorado Open Records Act, C.R.S. §§ 24-72-201, *et seq.* (the "Act"), and as such, this Agreement may be subject to public disclosure thereunder. In the event the provisions of any exhibit or attachment hereto, or of any other document, including any electronic document, purport to require protection from public disclosure of any so-called "confidential" or "proprietary" information or data, such provisions shall be null and void to the extent inconsistent or in conflict with the Act, and the City's good faith disclosure of any such information or data pursuant to the Act shall not constitute a breach of this Agreement.
- Q. HEADINGS. Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.

- R. SEVERABILITY. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
- S. COUNTERPARTS; ELECTRONIC DISPOSITION. This Agreement 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 Agreement, 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 Agreement, may be used for any purpose as if it were the original, including proof of the content of the original writing.
- T. ADDITIONAL DOCUMENTS OR ACTIONS. The parties agree to negotiate and execute any additional documents and to take any additional actions necessary to carry out this Agreement.
- U. AUTHORITY. The parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this Agreement on behalf of the parties and to bind the parties to its terms.
- V. SUBJECT TO APPROPRIATION. Consistent with Article X, Section 20 of the Colorado Constitution, any financial obligation of the City not performed during the current fiscal year is subject to the annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

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

**CITY OF LAKEWOOD**

\_\_\_\_\_  
Kathleen Hodgson, City Manager

ATTEST:

\_\_\_\_\_  
Jay Robb, City Clerk

Approved as to form:

\_\_\_\_\_  
John VanLandschoot, Senior Assistant City Attorney

Recommended for approval:

\_\_\_\_\_  
Travis Parker, Chief  
Department of Sustainability & Community Development

---

Maria D'Andrea, Director  
Department of Public Works

---

Traci Wieland, Director  
Community Resources

**LAKEWOOD LAND PARTNERS, LP**

Signature [must be notarized or attested]

Scott Caldwell, Authorized Signatory  
Lakewood Land Partners, LP

ATTEST:

Signature [must be company officer]

Attestation Date

Print Name, Title

**OR**

STATE OF \_\_\_\_\_ )  
\_\_\_\_\_ ) ss.

COUNTY OF \_\_\_\_\_ )  
\_\_\_\_\_ )

The foregoing Agreement was signed before me this \_\_\_\_ day of \_\_\_\_\_, 2025,  
by \_\_\_\_\_, \_\_\_\_\_ of  
(Signatory Name) (Title)

\_\_\_\_\_  
(Contractor Entity Name)

Witness my hand and official seal.

My Commission Expires \_\_\_\_\_

Notary Public

## **EXHIBIT A—LEGAL DESCRIPTION**

**Add legal description for entire property used for metropolitan district.**

## EXHIBIT B — LMC § 14.16 (2018) PARK AND OPEN SPACE PLAN

**Owner shall satisfy the Park and Open Space requirements through the following three categories of Park and Open Space:**

- a. **Dedication:** Owner shall dedicate 1.91 acres of land to the City, northeast of the RTD rail, as shown in Exhibit B-1, attached hereto and incorporated herein (the “Park and Open Space Exhibit”).
  - i. The City shall be responsible for operations and maintenance of the Dedicated Land.
  - ii. Owner agrees the Dedicated Land cannot be counted toward satisfying Owner’s open space requirements under the LMC Zoning requirements for the Project.
  - iii. Owner agrees that any land necessary for future expansion of Routt Street shall not count toward the requirements of Park and Open Space per LMC § 14.16.
- b. **Easements:** Owner shall convey easements at no cost to the City in a form approved by the City for the following Park and Open Space on the Property, which shall be improved and maintained in perpetuity by Owner in a best-in-class manner, as shown in Exhibit B-1. Lands subject to public access easements may be materially modified by Owner with City Council approval or other approval delegated by Council but in no event shall such modifications fail to conform with the City’s Park and Open Space ordinance in effect at the time of any such material modification.
  - i. Phase 1:
    - a. 1.44 acres – Park and Open Space adjacent to the RTD rail, allowing for public access to the RTD platform (South Plaza)
    - b. 0.27 acres – Park and Open Space adjacent to 4<sup>th</sup> Avenue (Triangle south of 4<sup>th</sup> Avenue)
    - c. 0.52 acres – Enhancements to the Park and Open Space South of 4<sup>th</sup> Avenue
  - ii. Phase 2:
    - a. 0.95 acres Park and Open Space / plaza
    - b. 0.5 acres of land north of 4<sup>th</sup> Avenue
    - c. The specific acreage for sections (a) and (b) of this Phase 2 may be amended upon written agreement by the City and the Owner. Such amendments shall be detailed in a recorded easement by the earlier of: (1) the first filing of any application for development north of 4<sup>th</sup> Avenue or (2) December 31, 2035.
  - iii. Amenities that are counted toward Park and Open Space requirements may not be counted toward the Enhanced Development Menu or Open Space requirements required by the zoning code for development of adjacent lots.
- c. **Car25 Easement:** Owner shall construct the Car25 exhibition and classroom space (“Car25”) at its sole cost and expense. Owner and the City shall enter into an operations and maintenance agreement that will provide more detail regarding the Car25 exhibition and classroom space:
  - i. The Car25 exhibition and classroom space shall be located on the ground floor of the first vertical development.
  - ii. The Car25 exhibition and classroom space shall be 5,000 GSF and will accommodate the Car25 dimensions, and the vehicle shall be stored in fully conditioned interior space.
  - iii. Owner will maintain the following related to the building containing Car25 (1) the building’s structure; (2) the building’s core systems applicable to the entire building (i.e. HVAC, mechanical, electrical, plumbing, roofing, etc.); and (3) the parking areas.

- iv. The City shall be responsible for (1) all maintenance of the building components within the actual Car25 exhibit, classroom, and the artifact (i.e. fixtures, restrooms, individual plumbing systems, individual electrical systems/components, etc.); (2) all operational expenses related to Car25 (i.e. janitorial services, staffing, programming, etc.); and (3) the direct cost of all utility charges associated with the Car25 exhibit, classroom, and operation of the artifact.
  - v. Owner shall make public parking spaces available in the first vertical development parking garage and along the private roadway, or elsewhere within the development, to accommodate Car25 events and programs, but in no event shall Owner be required to designate spaces as exclusive to Car25.
- d. **Car25 Electrified Track:** Owner shall construct the Car25 electrified track at its sole cost and expense. The Car25 electrified track shall be located in the private roadway of the southern phase of development.
  - i. Owner and the City shall enter into an operations and maintenance agreement that will outline Owner's maintenance obligations and the City's rights to reasonable access and use of the private roadway adjacent to the Car25 electrified track for events and programs relating to the Car25 artifact.
  - ii. The Car25 electrified track shall be approximately .25 miles long from end-to-end.
  - iii. Owner will maintain the electrified track in reasonably good working order, and the City shall be responsible for reimbursing Owner for all direct costs of the Car25 maintenance with terms specified in the operations and maintenance agreement.
- e. **Fee-in-Lieu:** Owner may pay a fee-in-lieu, in addition to the three categories listed in a, b, and c of this Exhibit B, as approved by the City's Director of Community Resources.
- f. **Dwelling Unit Changes:** The amounts stated herein are calculated based on 2,149 dwelling units and shall be adjusted if the number of dwelling units increases by more than ten percent, pursuant to LMC § 14.16.040(D).

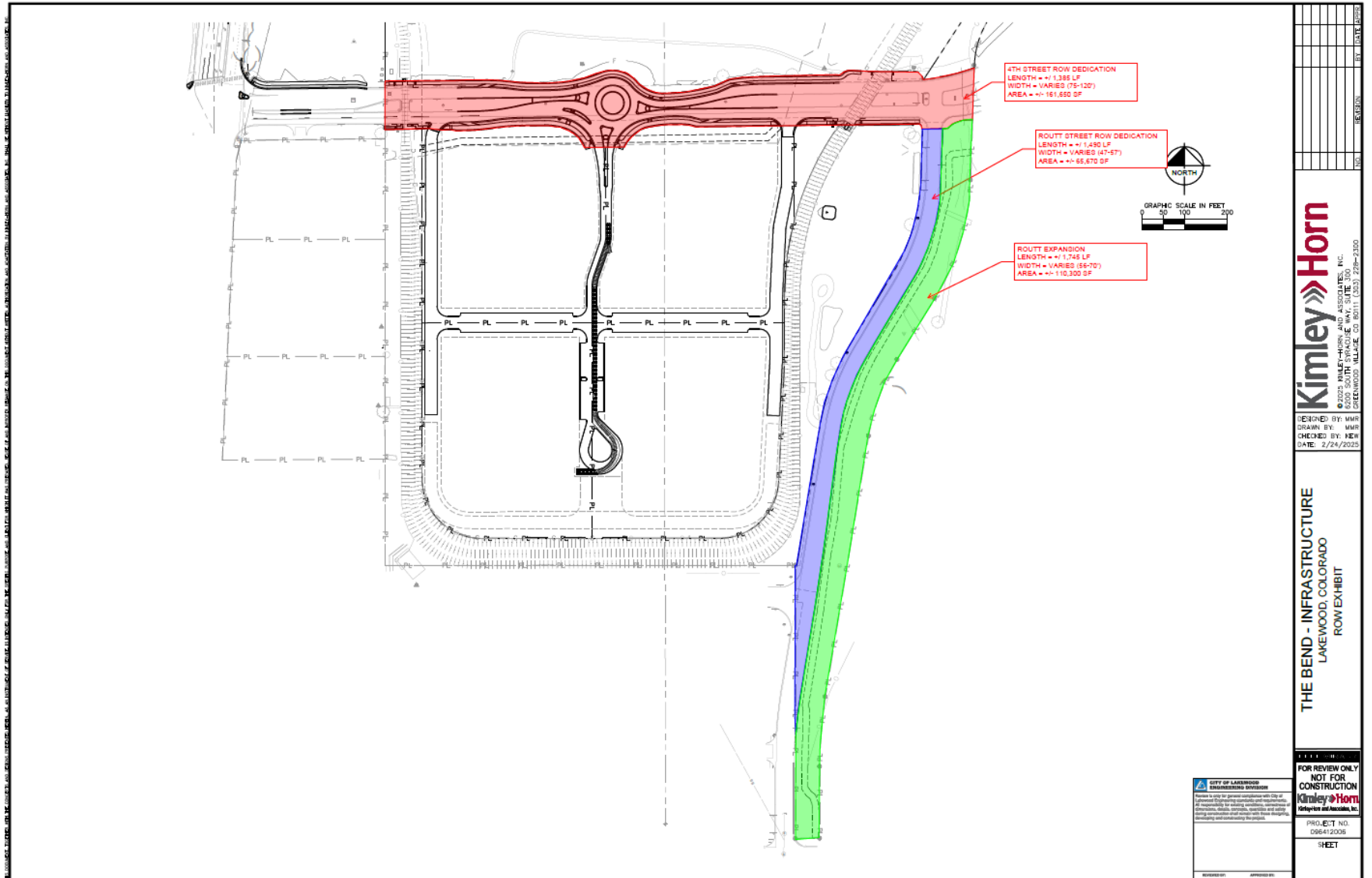
**EXHIBIT B-1**  
**Park and Open Space Exhibit**

**[Park and Open Space Exhibit]**

**EXHIBIT B-2**  
**Park and Open Space Chart**

**[Insert chart]**

# EXHIBIT C Public Rights-of-Way Dedications



## EXHIBIT A

A PARCEL OF LAND LOCATED IN THE WEST ONE-HALF (W 1/2) OF SECTION 9 AND IN THE EAST ONE-HALF (E 1/2) OF THE EAST ONE-HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 8, 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 8, AS MONUMENTED BY A RECOVERED 2-3/4" ALUMINUM CAP, ILLEGIBLE, WHENCE THE NORTH QUARTER CORNER OF SAID SECTION 8, AS MONUMENTED BY A RECOVERED 3-1/4" BRASS CAP IN RANGE BOX, STAMPED "LS 19591" BEARS S 89°45'48" W, A DISTANCE OF 2619.77 FEET, FORMING THE BASIS OF BEARINGS FOR THIS DESCRIPTION;

THENCE S 00°05'35" E, A DISTANCE OF 290.02 FEET TO THE POINT OF BEGINNING;

THENCE N 89°45'58" E, A DISTANCE OF 50.02 FEET;

THENCE N 81°10'48" E, A DISTANCE OF 858.76 FEET;

THENCE N 89°14'30" E, A DISTANCE OF 490.67 FEET;

THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 58°20'03", A RADIUS OF 390.00 FEET, AN ARC LENGTH OF 397.07 FEET; AND A CHORD BEARING AND DISTANCE OF S 31°29'25" W, 380.14 FEET;

THENCE S 60°39'26" W, A DISTANCE OF 403.57 FEET;

THENCE ALONG A TANGENT CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 58°49'57", A RADIUS OF 213.00 FEET, AN ARC LENGTH OF 218.71 FEET; AND A CHORD BEARING AND DISTANCE OF S 31°14'28" W, 209.23 FEET;

THENCE S 01°49'30" W, A DISTANCE OF 269.32 FEET;

THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 29°53'01", A RADIUS OF 562.93 FEET, AN ARC LENGTH OF 293.61 FEET; AND A CHORD BEARING AND DISTANCE OF S 16°48'04" W, 290.29 FEET;

THENCE S 31°44'35" W, A DISTANCE OF 168.45 FEET;

THENCE ALONG A TANGENT CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 22°20'35", A RADIUS OF 495.00 FEET, AN ARC LENGTH OF 193.03 FEET; AND A CHORD BEARING AND DISTANCE OF S 20°34'16" W, 191.81 FEET;

THENCE S 09°23'57" W, A DISTANCE OF 620.97 FEET;

THENCE ALONG A NON-TANGENT CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 09°22'40", A RADIUS OF 1,005.00 FEET, AN ARC LENGTH OF 164.49 FEET; AND A CHORD BEARING AND DISTANCE OF S 04°39'23" W, 164.31 FEET;

THENCE S 00°01'57" E, A DISTANCE OF 168.41 FEET;

THENCE S 88°48'16" W, A DISTANCE OF 56.85 FEET;

THENCE N 00°01'48" W, A DISTANCE OF 642.06 FEET;

THENCE S 89°58'12" W, A DISTANCE OF 964.14 FEET;

THENCE N 00°00'32" W, A DISTANCE OF 1,667.13 FEET;

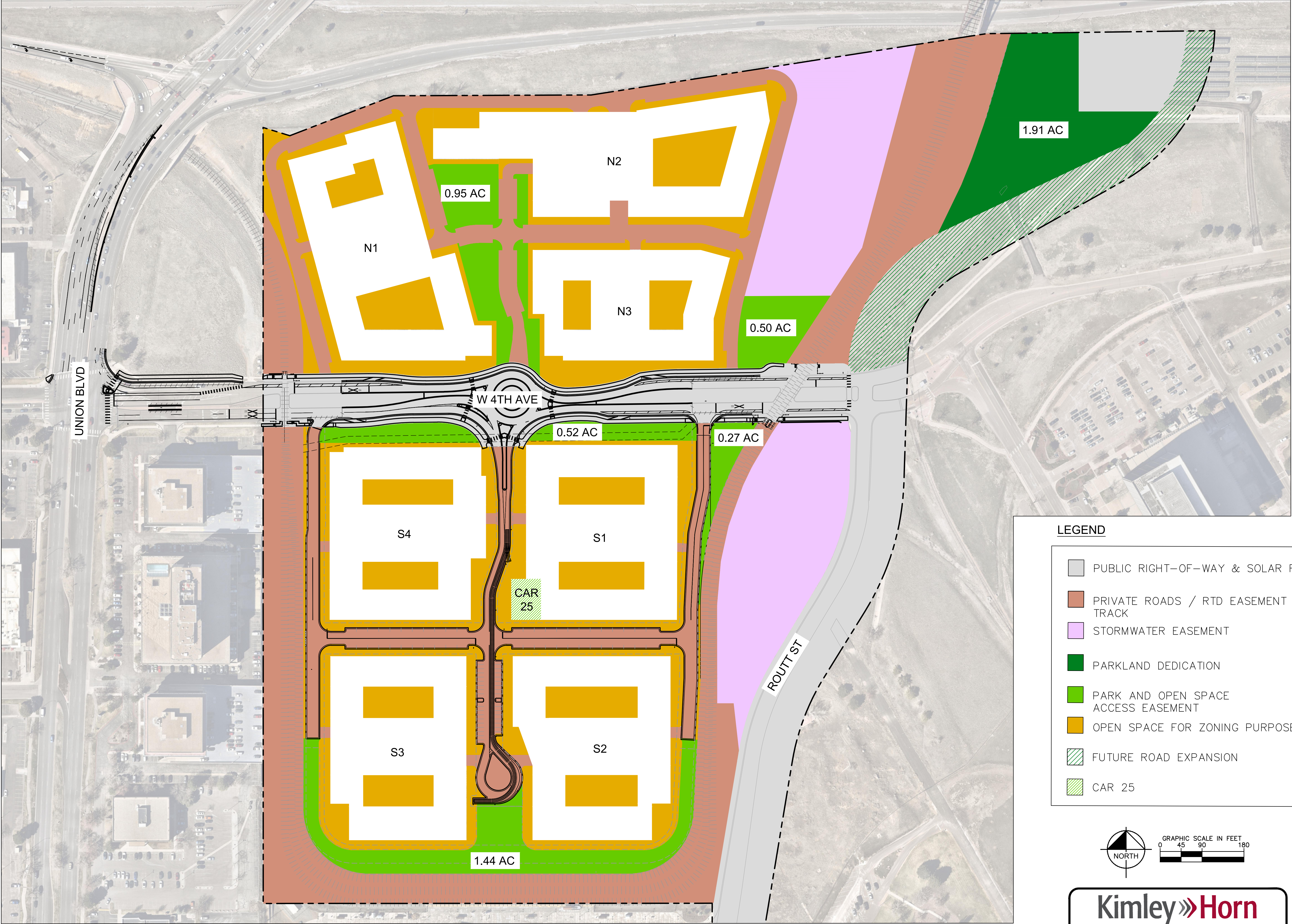
THENCE S 72°53'41" E, A DISTANCE OF 60.00 FEET;

THENCE N 68°55'37" E, A DISTANCE OF 238.59 FEET;

THENCE N 89°45'58" E, A DISTANCE OF 374.38 FEET TO THE POINT OF BEGINNING.

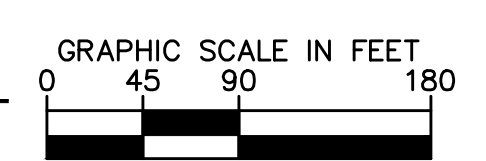
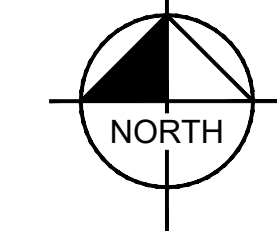
CONTAINING AN AREA OF 2,572,177 SQ. FT. OR 59.0491 ACRES, MORE OR LESS.

BEND AT LAKEWOOD OPEN SPACE EXHIBIT  
EXHIBIT B-1



LEGEND

- PUBLIC RIGHT-OF-WAY & SOLAR FIELD
- PRIVATE ROADS / RTD EASEMENT / CAR TRACK
- STORMWATER EASEMENT
- PARKLAND DEDICATION
- PARK AND OPEN SPACE ACCESS EASEMENT
- OPEN SPACE FOR ZONING PURPOSES
- FUTURE ROAD EXPANSION
- CAR 25



**Kimley»Horn**

© 2025 KIMLEY-HORN AND ASSOCIATES, INC.  
6200 S SYRACUSE WAY, SUITE 300, GREENWOOD VILLAGE, CO 80111  
PHONE: 303-228-2300

Bend at Lakewood Open Space Exhibit  
EXHIBIT B-2

| The Bend - Parkland Dedication Calculations |             |                     |            |                     |        |                 |                 |                            |                            |
|---------------------------------------------|-------------|---------------------|------------|---------------------|--------|-----------------|-----------------|----------------------------|----------------------------|
| <b>Parkland Dedication Calculation</b>      |             | <b>2018</b>         |            |                     |        |                 |                 |                            |                            |
| Units                                       |             | 2,149               |            |                     |        |                 |                 |                            |                            |
| Multi family population factor              |             | 1.5                 |            |                     |        |                 |                 |                            |                            |
| Acres Required                              |             | 17.73               |            |                     |        |                 |                 |                            |                            |
| <b>Fee/Improvement in Lieu Required</b>     |             | <b>\$ 7,671,925</b> |            |                     |        |                 |                 |                            |                            |
| Proposed dedications and improvements       | Improvement |                     |            |                     | Phase* | Type            | Dedication      | Improvement Responsibility | Maintenance Responsibility |
|                                             | Acres       | Value               | Land Value | Total Value         |        |                 |                 |                            |                            |
| Northeastern Parkland                       | 1.91        | \$ -                | \$ 826,509 | \$ 826,509          | N/A    | Deed            | With final plat | N/A                        | City                       |
| North Parkland                              | 0.5         | \$ 275,470          | \$ 216,364 | \$ 491,834          | 2      | Improvement/PAE | Future          | Owner                      | Owner                      |
| North Plaza                                 | 0.95        | \$ 523,393          | \$ 411,091 | \$ 934,484          | 2      | Improvement/PAE | Future          | Owner                      | Owner                      |
| Triangle south of 4th                       | 0.27        | \$ 148,754          | \$ 116,836 | \$ 265,590          | 1      | Improvement/PAE | With final plat | Owner                      | Owner                      |
| South Plaza                                 | 1.44        | \$ 793,354          | \$ 623,127 | \$ 1,416,480        | 1      | Improvement/PAE | With final plat | Owner                      | Owner                      |
| South of 4th Avenue                         | 0.52        | \$ 100,000          | \$ -       | \$ 100,000          | 1      | Improvement/PAE | With final plat | Owner                      | Owner                      |
| Car 25 Tracks                               | N/A         | N/A                 | N/A        | N/A                 | 1      | Improvement/PAE | With final plat | Owner                      | **City                     |
| Car 25                                      | N/A         | N/A                 | N/A        | \$ 3,125,000        | 1      | Improvement/PAE | With final plat | Owner                      | ***City                    |
| <b>Value of Improvements and Land</b>       |             |                     |            | <b>\$ 7,159,896</b> |        |                 |                 |                            |                            |
| Fee/Improvement in Lieu Required            |             |                     |            | \$ 7,671,925        |        |                 |                 |                            |                            |
| <b>Difference to be Fee in Lieu</b>         |             |                     |            | <b>\$ (512,029)</b> |        |                 |                 |                            |                            |

\* The improvements will be completed in the Phases listed above. Phase 1 defined as parcels south of 4th Ave and Phase 2 defined as parcels north of 4th Ave. For the avoidance of doubt, only the improvements listed in that particular Phase will be required to completed during that Phase.

\*\* City to be responsible for 100% of costs associated with the electrified track, to be outlined in the Operations and Maintenance Agreement.

\*\*\* Traditional commercial property owner / tenant agreement to be outlined in the Operations and Maintenance Agreement.

# STAFF MEMO

**DATE OF MEETING: NOVEMBER 24, 2025 / AGENDA ITEM NO. 5D**

To: Mayor and City Council  
From: Christopher Conner, Housing and Livable Communities Manager  
Subject: **Lease of Property at 8000 W Colfax**

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**SUMMARY STATEMENT:** This emergency ordinance authorizes city staff to lease the facility at 8000 West Colfax Ave., and affiliated surface parking lot at 7900 West Colfax Ave. to the Volunteers of America for use as housing for the unhoused members of this City.

**BACKGROUND INFORMATION:** The City of Lakewood wishes to contract with Volunteers of America to lead operations of the Navigation Center following a full competitive procurement process. In order to commence the program, Volunteers of America will need to become a leased tenant of the facility and its affiliated parking lot. The lease agreement will be an essential agreement that outlines maintenance and other responsibilities associated with the property. This ordinance is presented as an emergency ordinance in recognition of the need for the Navigation Center to have a valid lease with the Operator as soon as possible.

**BUDGETARY IMPACTS:** The lease is a no-cost lease.

**STAFF RECOMMENDATIONS:** Staff recommends passing the emergency ordinance and entering a negotiated lease with Volunteers of America.

**ALTERNATIVES:** Absent a valid lease, Volunteers of America would not be able to occupy the facility as lead operator/provider of services.

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

**NEXT STEPS:** Upon approval of the emergency ordinance, city staff would finalize and execute a negotiated lease agreement with Volunteers of America.

**ATTACHMENTS:** 1. Ordinance O-2025-39

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

AN EMERGENCY ORDINANCE

AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR THE LEASE OF PROPERTY LOCATED AT 8000 W. COLFAX AVE., LAKEWOOD, COLORADO BY AND BETWEEN THE CITY OF LAKEWOOD, COLORADO AND VOLUNTEERS OF AMERICA

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, the City owns property located at 8000 W. Colfax Ave., legally described as the Northwest One-Quarter (NW $\frac{1}{4}$ ) of Section 2, Township 4 South, Range 69 West of the 6th Principal Meridian, City of Lakewood, County of Jefferson, State of Colorado, and a surface parking lot located at 7900 W. Colfax Ave., legally described as Lot 1, Lakewood Block 80, Filing No. 2, County of Jefferson, State of Colorado (collectively, the "Property" or "Properties");

WHEREAS, the Property will be used to serve unhoused members of the community as a temporary shelter;

WHEREAS, through a competitive bid process, the City has entered into a contract with Volunteers of America (the "Provider") to operate the Property;

WHEREAS, the City and the Provider intend to enter into a long-term lease agreement for the Property;

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. Authorization. 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 Provider.

SECTION 2. Execution of Documents. 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 Provider.

SECTION 3. Term. The lease shall be for a one (1) year term unless extended by both parties in writing for up to four (4) additional one (1) year terms.

SECTION 4. Emergency Declaration. The City Council of the City of Lakewood hereby finds, determines and declares that an emergency exists arising out of impending severe weather and the needs of the unhoused, and that this ordinance is necessary for the immediate preservation of public property, health, welfare, peace or safety for the reasons enumerated in the recitals and body of this ordinance, which are incorporated into this Section by reference. The City Council further determines that the adoption of this ordinance as an emergency ordinance is in the best interest of the citizens of the City of Lakewood, but if this emergency ordinance is not adopted by an affirmative vote of two-thirds of all members of the City Council it may still be passed as a regular ordinance in conformance with the provisions of Lakewood City Charter § 7.4.

SECTION 5. Severability. 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. Effective Date. This Ordinance shall take effect immediately following both adoption by an affirmative vote of two-thirds of all members of City Council and signature on the ordinance by the Mayor.

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 November, 2025; published by title in the Denver Post and in full on the City of Lakewood's website, [www.lakewood.org](http://www.lakewood.org), on the 27th day of November, 2025; set for public hearing to be held on the 8th day of December, 2025; read, finally passed and adopted by the City Council on the 8th day of December, 2025; and signed by the Mayor on the \_\_ day of December, 2025.

---

Wendi Strom, Mayor

ATTEST:

---

Jay Robb, City Clerk

APPROVED AS TO FORM:

---

Alison McKenney Brown, City Attorney

# STAFF MEMO

**DATE OF MEETING: NOVEMBER 24, 2025 / AGENDA ITEM NO. 7**

To: Mayor and City Council

From:

Subject:

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**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: NOVEMBER 24, 2025 / AGENDA ITEM NO. 8**

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