

AGENDA  
REGULAR MEETING OF THE CITY COUNCIL  
480 S. ALLISON PARKWAY  
CITY OF LAKEWOOD, COLORADO  
**HYBRID MEETING**  
APRIL 27, 2026  
**7:00 PM**

**To watch the Council meeting live, please use either one of the following links:**  
**City of Lakewood Website: [Lakewood.org/CouncilVideos](http://Lakewood.org/CouncilVideos)**  
**Lakewood Speaks: [Lakewoodspeaks.org](http://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**

**3A** PLEDGE OF ALLEGIANCE

**3B** STATEMENT OF CONFLICT OF INTEREST

**3C** PROCLAMATION - ARBOR DAY

**3D** PROCLAMATION - NATIONAL VOLUNTEER MONTH

**3E** INITIAL PUBLIC COMMENT

**4** UPDATE FROM JEFFERSON COUNTY SCHOOL DISTRICT

**CONSENT AGENDA  
ORDINANCES ON FIRST READING**

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**ITEM 5 – RESOLUTIONS**

- 5A **R-2026-27** – A RESOLUTION APPROVING THE APPOINTMENT OF LOU SCALMANINI TO THE BOARD OF DIRECTORS FOR THE ALAMEDA CORRIDOR BUSINESS IMPROVEMENT DISTRICT (BID)
- 5B **R-2026-6** – APPOINTING MEMBERS OF THE AD HOC ADVISORY COMMITTEE TO WORK TOWARD THE ESTABLISHMENT OF A PERMANENT POLICE COMMUNITY OVERSIGHT COMMITTEE
- 5C **R-2026-29** – A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT, THE CITY AND COUNTY OF DENVER, AND THE CITY OF AURORA FOR WET WEATHER MONITORING AND OTHER STORMWATER QUALITY PERMIT ACTIVITIES
- 5D **R-2026-30** – A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF LAKEWOOD AND THE CITY OF EDGEWATER FOR PREVENTATIVE MAINTENANCE MILL AND OVERLAY SERVICES
- 5E **R-2026-31** – A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF LAKEWOOD AND THE CITY OF WHEAT RIDGE FOR PREVENTATIVE MAINTENANCE MILL AND OVERLAY SERVICES
- 5F **R-2026-32** – A RESOLUTION ESTABLISHING THE FEE FOR THE MAPPING AMENDMENT PROCESS UNDER THE CITY OF LAKEWOOD WILDFIRE RESILIENCY CODE
- 5G **R-2026-33** – A RESOLUTION APPROVING LAKEWOOD'S PARTICIPATION IN THE NATIONAL OPIOIDS SIX REMNANT DEFENDANTS SETTLEMENT, AND WAIVER OF ALL CLAIMS AGAINST SUCH OPIOIDS REMNANT DEFENDANTS
- 5H **R-2026-36** – AMENDING THE CITY COUNCIL POLICIES AND PROCEDURES MANUAL

**ITEM 6 – ORDINANCES**

- 6A **O-2025-17** – SETTING THE SALARIES OF MUNICIPAL COURT JUDGES
- 6B **O-2026-18** – AUTHORIZING SUPPLEMENTAL APPROPRIATIONS TO THE 2026 REVISED ANNUAL BUDGET IN THE AMOUNT OF \$3,000,000.00 FROM JEFFERSON COUNTY

**ITEM 7 – APPROVING MINUTES OF THE CITY COUNCIL MEETINGS**

**END OF CONSENT AGENDA**

**ITEM 8 – ITEMS REMOVED FROM CONSENT AGENDA**

**ORDINANCES ON SECOND READING  
AND PUBLIC HEARINGS**

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**ITEM 9 – ORDINANCES ON SECOND READING AND PUBLIC HEARINGS**

- 9A** **O-2026-13** – AMENDING LAKEWOOD MUNICIPAL CODE 3.26 TO UPDATE DEFINITIONS AND CLARIFY THE TYPES OF PUBLIC BENEFITS THAT MAY BE SUPPORTED THROUGH THE ECONOMIC DEVELOPMENT FUND
- 9B** **O-2026-14** – ADOPTING TITLE 14, CHAPTER 31, OF THE LAKEWOOD MUNICIPAL CODE ESTABLISHING THE CITY OF LAKEWOOD WILDFIRE RESILIENCY CODE AND CORRESPONDING WILDLAND-URBAN INTERFACE BOUNDARY MAP
- 9C** **O-2026-15** – AMENDING LAKEWOOD MUNICIPAL CODE CHAPTER 14.01 TO INCORPORATE CHAPTER 14.31 OF THE LAKEWOOD MUNICIPAL CODE INTO THE "LAKEWOOD BUILDING CODE"
- 9D** **O-2026-16** – ADDING A NEW CHAPTER 2.59 TO THE LAKEWOOD MUNICIPAL CODE ESTABLISHING THE SUSTAINABILITY ADVISORY COMMITTEE
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**ITEM 10 – CLOSING ITEMS**

- 10A** GENERAL PUBLIC COMMENT
- 10B** GENERAL BUSINESS
- 10C** EXECUTIVE REPORT
- 10D** MAYOR AND CITY COUNCIL REPORTS

**ITEM 11 – ADJOURNMENT**

# STAFF MEMO

**DATE OF MEETING: APRIL 27, 2026 / 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: APRIL 27, 2026 / 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:**

1. 2026 Arbor Day Proclamation
2. Proclamation Arbor Day 2026

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

# PROCLAMATION

## **APRIL 24, 2026, AS ARBOR DAY**

**WHEREAS**, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

**WHEREAS**, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

**WHEREAS**, Arbor Day is now observed throughout the nation and the world; and

**WHEREAS**, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen, and provide habitat for wildlife; and

**WHEREAS**, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

**WHEREAS**, trees are a source of joy and spiritual renewal; and

**WHEREAS**, Lakewood has been recognized again this year as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree-planting ways.

**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 recognize:

## **APRIL 24, 2026, AS ARBOR DAY**

GIVEN under my hand the Seal  
of the City of Lakewood, this 24<sup>th</sup>  
day of April 2026.

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Wendi Strom, Mayor

# **PROCLAMATION**

## **APRIL 24, 2026, AS ARBOR DAY**

**WHEREAS**, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

**WHEREAS**, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

**WHEREAS**, Arbor Day is now observed throughout the nation and the world; and

**WHEREAS**, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen, and provide habitat for wildlife; and

**WHEREAS**, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

**WHEREAS**, trees are a source of joy and spiritual renewal; and

**WHEREAS**, Lakewood has been recognized again this year as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree-planting ways.

**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 recognize:

## **APRIL 24, 2026, AS ARBOR DAY**

GIVEN under my hand the Seal of the City of Lakewood, this 24<sup>th</sup> day of April 2026.

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Wendi Strom, Mayor

# STAFF MEMO

**DATE OF MEETING: APRIL 27, 2026 / 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:** 1. Proclamation National Volunteer Month

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

**PROCLAMATION**  
**April 2026 – National Volunteer Month**

**WHEREAS**, National Volunteer Month provides an opportunity to recognize and celebrate the individuals who generously give their time, skills, and compassion to strengthen and improve their communities; and

**WHEREAS**, government alone cannot meet all the needs of our community, and the City of Lakewood is enriched through partnerships with businesses, faith-based organizations, nonprofit organizations, foundations, and individual volunteers who step forward in service to others; and

**WHEREAS**, in the past year, over **1000** volunteers dedicated their time and talents in service to the City of Lakewood, contributing more than **38,000** hours in support of city programs, services, and events; and

**WHEREAS**, the value of these volunteer hours is estimated at **\$1,525,000**, reflecting not only a significant economic contribution, but also an immeasurable investment in community well-being, connection, and care; and

**WHEREAS**, City of Lakewood volunteers serve in a wide range of roles, including Victim Advocates with the Police Department, Performance Assistants at the Lakewood Cultural Center, Youth Sports Coaches, and supporters of city led events such as Cider Days and Big Belmar Bash; and

**WHEREAS**, volunteers also share their time and expertise in the Museum Store and as Tour Guides at Heritage Lakewood, work behind the scenes in Museum Collections, and serve as Campground Hosts and Park Patrols at Bear Creek Park, helping preserve and protect the spaces that bring our community together; and

**WHEREAS**, beyond formal city volunteer programs, countless Lakewood residents, including those who serve on a one-time, occasional, or informal basis, give their time in often unseen ways to support neighbors, schools, community groups, faith communities, and local causes, and through these acts of service help foster a culture of generosity, resilience, and care throughout the city; and

**WHEREAS**, the City of Lakewood deeply values the dedication, generosity, and spirit of service demonstrated by its volunteers and encourages all residents to become aware of, engaged in, and connected to their communities, neighborhoods, and local government.

**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 recognize and honor:

**ALL VOLUNTEERS IN THE CITY OF LAKEWOOD**

for their selfless service, commitment, and meaningful contributions that make Lakewood a stronger, more connected, and more compassionate community.

GIVEN under my hand in Seal of City of  
Lakewood, this 27<sup>th</sup> day of April 2026.

\_\_\_\_\_  
Wendi Strom, Mayor

# STAFF MEMO

**DATE OF MEETING: APRIL 27, 2026 / AGENDA ITEM NO. 3E**

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: APRIL 27, 2026 / 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: APRIL 27, 2026 / 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: APRIL 27, 2026 / AGENDA ITEM NO. 5A**

To: Mayor and City Council  
From: Will Chan, Economic Development Director & LRA Executive Director  
Subject: **Appointing Board Member to the Alameda BID**

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**SUMMARY STATEMENT:** City Council is asked to consider the nomination of Lou Scalmanini with Belmar Frame & Art for appointment to the board of the Alameda Corridor Business Improvement District for a term running from March 26, 2026 through June 30, 2029, and authorizes the submission of this nomination to the City of Lakewood for approval.

**BACKGROUND INFORMATION:** Board appointments to the city's business improvement districts (BID) must be approved by the City Council, though the selection and vetting of potential board members are conducted by the respective BID. There are currently two vacancies on the Alameda BID, with the recent departure of board members Ed Boyle and Sonya Estes. If approved, Lou Scalmanini would fill one of the vacancies.

**BUDGETARY IMPACTS:** There is no anticipated budget impact associated with this item.

**STAFF RECOMMENDATIONS:** Staff recommends the City Council consider Lou Scalmanini's appointment to the Alameda Corridor BID.

**ALTERNATIVES:** City Council could decline to appoint Lou Scalmanini and ask the Alameda Corridor BID to put forward alternative candidates.

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

**NEXT STEPS:** None

**ATTACHMENTS:** 1. Resolution R-2026-27  
2. Nomination Resolution 1-2026

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

R-2026-27

A RESOLUTION

APPROVING THE APPOINTMENT OF LOU SCALMANINI  
TO THE BOARD OF DIRECTORS FOR THE ALAMEDA CORRIDOR  
BUSINESS IMPROVEMENT DISTRICT (BID)

WHEREAS, the Board of Directors of the Alameda Corridor Business Improvement District (the "BID") has filed with the City Clerk the BID's nomination of Lou Scalmanini to the BID board of directors, attached hereto, and requests that the City Council review and approve this nomination; and

WHEREAS, the City Council has reviewed the Alameda Corridor BID Nomination as presented by the BID.

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

SECTION 1. The 2026 Appointment of Lou Scalmanini to the Board of Directors for the Alameda Corridor Business Improvement District is hereby approved.

SECTION 2. The City Clerk shall transmit a copy of this Resolution to the Board of Directors of the BID.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

INTRODUCED, READ AND ADOPTED by a vote of \_ for and \_ against at a hybrid regular meeting of the City Council on April 27th, 2026, at 7 o'clock p.m., at the Lakewood Civic Center, 480 South Allison Parkway, Lakewood, Colorado.

\_\_\_\_\_  
Wendi Strom, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Alison McKenny Brown, City Attorney

**ALAMEDA CORRIDOR  
BUSINESS IMPROVEMENT DISTRICT  
Jefferson County, Colorado**

**Resolution No. 2026-1**

**A RESOLUTION APPROVING THE NOMINATION OF LOU  
SCALMANINI OF BELMAR FRAME & ART FOR APPOINTMENT TO  
THE BOARD OF DIRECTORS OF THE ALAMEDA CORRIDOR  
BUSINESS IMPROVEMENT DISTRICT**

**BE IT RESOLVED** by the Board of Directors of the Alameda Corridor Business Improvement District, Jefferson County, Colorado as follows:

**Section 1.** At a meeting of the Board of Directors held on March 26, 2026, the Board voted to submit the nomination of Lou Scalmanini of Belmar Frame & Art, to the Lakewood City Council for appointment to the Board of Directors for a 3-year term expiring on June 30, 2029.


**Section 2.** The Board of Directors of the Alameda Corridor Business Improvement District hereby nominates Lou Scalmanini for appointment to the board for a term running through June 30, 2029, and authorizes the submission of this nomination to the City of Lakewood for approval.

**ADOPTED AND APPROVED** this 26th day of March 2026.

**ALAMEDA CORRIDOR  
BUSINESS IMPROVEMENT DISTRICT  
Jefferson County, Colorado**

By:   
Max de La Bruyere, President

**ATTEST:**

By:   
Clare Johnson, Secretary

# STAFF MEMO

**DATE OF MEETING: APRIL 27, 2026 / AGENDA ITEM NO. 5B**

To: Mayor and City Council

From:

Subject: **Appointing Members of the PD Oversight Committee**

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**SUMMARY STATEMENT:** The Lakewood City Council has been studying the concept of developing a form of an advisory committee to review and advise law enforcement on matters pertaining to transgender issues and how those issues may intersect with policing.

**BACKGROUND INFORMATION:** The Lakewood City Council has been studying the concept of developing a form of an advisory committee to review and advise law enforcement on matters pertaining to transgender issues and how those issues may intersect with policing. The precipitating event which led to the City Council's consideration of the creation of such a committee was the tragic death of Jax Gratton, a trans woman, in April of 2025.

Jax Gratton was last seen leaving her apartment on April 15, 2025, via surveillance video. On April 25, 2025, Cherilynne Gratton-Camis reported her daughter, Jax Gratton, missing to the Denver Police Department (DPD). DPD began a missing person investigation the same day, including posting "Missing Person" posters around Denver and on social media. On May 21, 2025, DPD was able to determine that Ms. Gratton's cell phone was last used at an address in Lakewood. DPD obtained a search warrant and conducted a search of interior premises at the identified address on May 29, 2025. Lakewood Police were aware of DPD's search because DPD asked Lakewood PD to standby and be available to provide courtesy assistance in accordance with standard protocol when an outside agency conducts a search in a neighboring jurisdiction. DPD's search did not produce evidence identifying Ms. Gratton's whereabouts.

On June 6, 2025, Lakewood Police received a call concerning the discovery of a deceased human body by a building official associated with the same address in Lakewood where DPD had previously executed a search warrant. Because the deceased individual was found in Lakewood the Lakewood Police Department (Lakewood PD) began an investigation. The Jefferson County Coroner was also called to the scene to take possession of the deceased individual in order to conduct the required forensic evaluation. At this time four criminal justice entities were involved in this investigation: DPD was conducting its investigation into a missing person; Lakewood PD began an investigation into a deceased individual; the Jefferson County Coroner's Office began a forensic evaluation of the deceased individual; and the Jefferson County District Attorney began oversight on determination of any potential criminal prosecution.

On June 6, 2025, Lakewood PD contacted Cherilynne Camis to notify her of the discovery of Jax Gratton's remains. DPD, the Jefferson County Coroner, and members of the media also contacted Ms. Camis on that date in regard to the discovery of Ms. Gratton's body. Ms. Camis was assigned a victim advocate by Lakewood PD on June 7, 2025 as is Lakewood PD's standard protocol for family members in cases involving a suspicious death. The advocate continued having contact with Ms. Camis per her wishes, from that point forward. Additionally, the Detective investigating Ms. Gratton's

death, had weekly, and often more frequent, contact with Ms. Camis from that date forward.

On June 10, 2025, following the coroner's official identification, Lakewood PD issued a press release, in response to numerous inquiries from the media and citizens, confirming that the remains found at 9655 W. Colfax were Jax Gratton. As was official practice at the time, Lakewood PD identified Ms. Gratton by the name which was found on her government issued identification card.

Lakewood PD has continued investigating the death of Ms. Gratton according to the standards set by both state law and municipal code. As per departmental policy during a death investigation, some information is not to be made public to protect the integrity of the investigation. This policy recognizes that while family members have a desire to know everything the investigative officers learn in their investigation, evidence released in the media in advance of the District Attorney's review could easily be misinterpreted or misunderstood, thereby making it more difficult to use such evidence in a prosecution. It is for this reason that the Lakewood PD never shared a copy of the autopsy report created by the Jefferson County Coroner with the media, although the media did receive it and subsequent media reports and public statements suggest that conclusions were drawn from the information contained in that report.

The investigation into Ms. Gratton's death has necessarily been extensive and exhaustive, as any suspicious death investigation is made far more difficult if the body is found fifty-two days after that individual is believed to have died. The work done investigating Ms. Gratton's death has followed the same operating procedures and legal requirements as any investigation into a death in the state of Colorado. Lakewood PD has collected 1,673 pieces of evidence related to this investigation and Lakewood PD agents and detectives have written 147 supplemental reports. Throughout this investigation, Lakewood PD has worked with the First Judicial District Attorney's office to ensure that office is provided with the evidence they need to make a filing determination. While Lakewood PD understands that the time it takes to conduct a proper death investigation is often frustrating to victims and their family, Lakewood PD is attempting to ensure that a thorough and proper investigation is conducted as to provide justice for a grieving family.

In response to concerns that the Lakewood PD intentionally disrespected Ms. Gratton by reporting her death using the name shown on her identification documents, Lakewood PD has updated their policies and procedures regarding interactions with transgender individuals, posted a mandatory training video regarding proper interactions with transgender members of the community, sent numerous members of City staff to LGBTQIA+ trainings and advocacy group meetings, and the Chief of Police has issued two public apologies for any inadvertent offense Lakewood PD may have caused.

**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. All public outreach has been subject to the limitations of an active and ongoing criminal investigation and the desire to keep certain information confidential.

**NEXT STEPS:** None

**ATTACHMENTS:** 1. Resolution R-2026-6

## 2. Draft Selection Committee Process

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

R-2026-6

A RESOLUTION

ESTABLISHING AN AD-HOC COMMUNITY OVERSIGHT COMMITTEE TO  
WORK TOWARD THE ESTABLISHMENT OF A PERMANENT POLICE  
COMMUNITY OVERSIGHT COMMITTEE

WHEREAS, Article IV, Section 4.5 of the Charter for the City of Lakewood provides that “[a]d hoc advisory committees may be created or abolished by resolution or upon motion of the City Council”;

WHEREAS, the City of Lakewood (City) is committed to advancing Lakewood as a vibrant, inclusive, sustainable, informed, and healthy community;

WHEREAS, the City Council is dedicated to supporting and protecting the community through its efforts to make all residents of the City feel safe, valued and affirmed;

WHEREAS, the City of Lakewood recognizes that community members with systemically marginalized identities, particularly transgender community members, seek to address concerns and build a stronger relationship with the law enforcement community;

WHEREAS, an Ad Hoc Committee of well-qualified Lakewood community members is uniquely positioned to encourage meaningful discourse among all stakeholders within a welcoming environment;

WHEREAS, the City Council seeks to establish an Ad Hoc Committee to plan, recommend, and implement a permanent Police Community Oversight Committee that would initiate policies and/or procedures that elevate and support the Lakewood community, with a focus on systemically marginalized community members.

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

SECTION 1. The Ad Hoc Advisory Committee for the establishment of a permanent Police Community Oversight Committee is hereby established.

SECTION 2. The membership of this Ad Hoc Committee shall be established by City Council Resolution. The Ad Hoc Committee shall consist of nine members who live and/or work in Lakewood. Applications for the oversight committee shall be received by the City Clerk’s Office and applicants will be selected through a process of the City Council screening committee. No officer or employee of the City of Lakewood, nor any immediate family members, shall be appointed to the committee. To the greatest extent

possible, the members of the committee shall reflect the diversity of Lakewood, including the ethnic, racial, and geographic constitution of the population as well as the diverse professional backgrounds, experience, and expertise of our residents of Lakewood. Committee members must have lived and/or professional expertise in one or more of the following areas: 1) LGBTQIA+ community issues, particularly related to transgender community members, 2) Law enforcement, 3) Victims' advocacy, 4) Civil legal practice.

SECTION 3. The term of the Ad Hoc Committee shall be through January 31, 2027.

SECTION 4. The Ad Hoc Committee shall establish regular meeting dates and times. Such meetings shall be open to the public. A staff liaison from the City Clerk's Office shall be assigned to assist the Ad Hoc Committee with compliance with the Open Meetings Law, Open Records Act, agenda development, meeting location and all other administrative needs of the Ad Hoc Committee.

SECTION 5. To inform their recommendations and reports, the Ad Hoc Committee shall:

- (a) Have access to criminal justice records, including, but not limited to, records of official action, investigative records, body-worn camera and dashboard camera footage, pursuant to Colorado Open Records Act § 24-72-201 et seq. and/or the Colorado Criminal Justice Records Act § 24-72-301 et seq. A staff liaison from the City Attorney's office shall support the Ad Hoc Committee in accessing applicable records in a timely fashion.
- (b) Have the ability to review complaints received by the Police Department. The Ad-Hoc committee shall, upon request, have access at no cost to records of complaints and completed internal affairs investigations pursuant to Colorado Open Records Act § 24-72-201 et seq. and/or the Colorado Criminal Justice Records Act § 24-72-301 et seq. A staff liaison from the City Attorney's office shall support the Ad Hoc Committee in accessing applicable records in a timely fashion. The committee may review the records and disposition of any completed investigations. The committee may share findings and any materials received with the City Council and the public.

SECTION 6. The Ad Hoc Committee shall provide a written report to the City Council on or before December 31, 2026, regarding:

- a) the concerns identified by the LGBTQIA community, with a focus on issues facing trans community members;
- b) additional issues facing the broader Lakewood community identified by the Ad Hoc Committee, with a focus on systemically marginalized communities such as Black,

Indigenous and People of Color (BIPOC), people with disabilities, people experiencing homelessness, and people who have experienced incarceration;

c) policy-level recommendations regarding community relations, training, and other policies and procedures;

d) the mission and scope of a permanent Police Community Oversight Committee, how it will be staffed and the projected costs of staffing, and how that committee will meet the City Council's goals of improving police relations across the community, and;

e) any additional recommendations as identified by the committee.

SECTION 7. The Ad Hoc Committee shall bring a recommendation forward to the City Council for consideration on or before January 31, 2027, regarding the Committee's proposed next steps.

INTRODUCED, READ, AND ADOPTED by a vote of \_\_ for and \_\_ against at a hybrid regular meeting of the Lakewood City Council on January 26, 2026, at 7 o'clock p.m. at the Lakewood Civic Center, 480 S. Allison Parkway, Lakewood, Colorado.

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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

## Draft Selection Committee Process

### *Guiding Principles for Applicant Selection*

1. **Active Participation:** Consistent meeting attendance, active participation and an understanding of the roles and expectations are required for all Ad Hoc Committee members.
2. **Collaboration:** Committee members will commit to respectful dialogue, active listening and collaborative problem-solving.
3. **Interests, Knowledge and Experience:** The Committee will be comprised of members with expertise in one or more of the following areas: 1) LGBTQIA+ community issues, particularly related to transgender community members, 2) Law enforcement, 3) Victims' advocacy, 4) Civil legal practice. This can include professional training, work experience, lived experience, volunteer work or advocacy.
4. **Unique Perspectives:** The committee shall reflect the diversity of Lakewood, including the ethnic, racial, and geographic constitution of the population as well as the diverse professional backgrounds, experience, and expertise of our residents of Lakewood.

### *Questions (for application and interview):*

#### Application:

1. Demographic and personal information included across boards and commissions applications
2. Resume and option to attach electronic materials
3. Do you have a background in community outreach and completing research, presentations, and reports?
4. Please describe your experience in community outreach and completing research, presentations, and reports
5. Do you presently serve on any City of Lakewood Boards and/or Commissions?
6. If yes please list
  1. Have you recently been appointed to a board or commission of any other governmental entity?
  2. If yes, please list
  3. Work History—Occupation, Employer, Years Served
  4. Please list all civic and professional organizations and activities in which you have participated in the last five years
  5. Please briefly state why you want to be a member of the Ad Hoc Police Community Oversight Committee?

6. The Committee must be comprised of members with expertise in one or more of the following areas: 1) LGBTQIA+ community issues, particularly related to transgender community members, 2) Law enforcement, 3) Victims' advocacy, 4) Civil legal practice. This can include professional training, work experience, lived experience, volunteer work or advocacy. Please check all that apply and briefly describe your expertise in any selected subject areas.

Interview Questions:

- What experience and expertise do you have that you think will be an asset to this committee?
- What do you believe the purpose and mission of this committee is?
- What kind of work are you expecting to do as a Committee Member?
- Please describe your concept/idea of what community policing should look like.
- What do diversity, equity and inclusion mean to you and why are they important?
- What is your approach to understanding the perspectives of community members from different backgrounds?
- What are ways you think you can contribute to the committee supporting the police department in responding to the needs of diverse communities?
- This ad-hoc committee must present findings and recommendations to City Council by December 31, 2026. Are you prepared for regular participation in committee meetings and completing assignments to meet this goal? Do you have any concerns about your availability and capacity?

# STAFF MEMO

**DATE OF MEETING: APRIL 27, 2026 / AGENDA ITEM NO. 5C**

To: Mayor and City Council  
From: Maria D'Andrea, Director of Public Works  
Subject: **IGA for Wet Weather Monitoring**

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**SUMMARY STATEMENT:** This resolution would authorize the City Manager to enter into an intergovernmental agreement (IGA) regarding stormwater quality efforts with the Mile High Flood District (MHFD), the City and County of Denver, and the City of Aurora for wet weather monitoring and other Colorado Discharge Permit System (CDPS) compliance projects, including educational outreach. MHFD and the three cities have entered into similar agreements annually beginning in 1993 to optimize opportunities for economies of scale and provide consistent, scientific data-gathering efforts.

Public Works recommends that the City Council adopt the resolution.

**BACKGROUND INFORMATION:** The federal Clean Water Act requires, and the Colorado Department of Public Health and Environment implements, certain additional stormwater quality regulations for the cities of Denver, Aurora, and Lakewood. A Joint Task Force (JTF), consisting of the three cities and MHFD, collaborates to ensure data gathering is compatible among the jurisdictions, and consequently more useful for analysis and comparisons, and that economies of scale are utilized when possible to reduce taxpayer costs. Primary activities performed by the JTF include wet-weather monitoring of stormwater and cooperative development and printing of public education brochures. Adoption of the resolution will continue this collaborative relationship for another year.

**BUDGETARY IMPACTS:** The total obligation for Lakewood is \$24,170 in 2026. Adequate Stormwater Management Utility funds are included in the approved 2026 budget for Lakewood's obligation pursuant to the proposed IGA. JTF funding is shared as follows: MHFD – 33.33%, Denver – 30%, Aurora – 20%, and Lakewood – 16.67%.

**STAFF RECOMMENDATIONS:** Staff recommends adopting the resolution.

**ALTERNATIVES:** The City Council could choose not to adopt the resolution, thereby requiring Lakewood to fulfill its CDPS obligations independently.

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

**NEXT STEPS:** Work with MHFD to implement the annual program.

**ATTACHMENTS:**

1. Resolution R-2026-29
2. Attachment A - MHFD IGA

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

R-2026-29

A RESOLUTION

APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH  
THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH  
FLOOD DISTRICT, THE CITY AND COUNTY OF DENVER, AND THE CITY OF  
AURORA FOR WET WEATHER MONITORING AND OTHER STORMWATER  
QUALITY PERMIT ACTIVITIES

WHEREAS, pursuant to Colorado Revised Statutes § 29-1-203 and § 29-1-203.5, as amended, the City of Lakewood (“Lakewood”) has the authority to enter into an Intergovernmental Agreement (“IGA”) with other governmental entities;

WHEREAS, the City of Lakewood, the City and County of Denver, the City of Aurora, and the Mile High Flood District (the “Parties”) originally entered into a joint funding intergovernmental agreement in 1993 for the purposes of wet weather monitoring, other Colorado Discharge Permit System permit activities and educational outreach (the “Project”);

WHEREAS, to continue funding the Project, the Parties have annually entered into an Agreement Regarding Funding of Joint Wet Weather Monitoring and Other CDPS Permit Activities (the “Wet Weather IGA”);

WHEREAS, to continue collaborating on the Project, the Parties now seek to enter into a new Wet Weather IGA, which details each party’s responsibilities and necessary financial contributions;

WHEREAS, the terms of the proposed Wet Weather IGA call for the Parties to contribute a total of \$145,000 for the Project;

WHEREAS, the proposed Wet Weather IGA specifically requires Lakewood to contribute \$24,170.00, which represents 16.67% of the total Project cost; and

WHEREAS, Lakewood’s 16.67% contribution of \$24,170.00 was previously approved by the City Council in the 2026 Annual Budget; and

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

SECTION 1. The City Council hereby finds and determines that authorizing the City Manager to enter into an IGA, attached hereto as Attachment A and incorporated herein, between the Urban Drainage and Flood Control District d/b/a Mile High Flood District, the City and County of Denver, and the City of Aurora for the purposes of wet weather monitoring, other Colorado Discharge Permit System permit activities and educational outreach is and shall be in the best interest of the residents of the City of Lakewood, and

hereby authorizes the City Manager to enter into the IGA with the Mile High Flood District, the City and County of Denver, and the City of Aurora on and behalf of the City of Lakewood.

SECTION 2. Lakewood’s Chief Financial Officer is hereby authorized and directed to pay amounts not to exceed twenty-four thousand one hundred and seventy dollars (\$24,170.00) for Lakewood’s share of the Project cost.

SECTION 3. This resolution shall become effective immediately upon signature following adoption.

INTRODUCED, READ AND ADOPTED by a vote of \_ for and \_ against at a hybrid regular meeting of the City Council on April 27th, 2026, at 7 o'clock p.m., at the Lakewood Civic Center, 480 South Allison Parkway, Lakewood, Colorado.

\_\_\_\_\_  
Wendi Strom, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Alison McKenney Brown, City Attorney

AGREEMENT REGARDING FUNDING OF  
JOINT WET WEATHER MONITORING AND  
OTHER CDPS PERMIT ACTIVITIES

Agreement No. 26-02.01  
Project No. 104918  
Agreement Amount \$145,000

THIS AGREEMENT, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT (hereinafter called "DISTRICT") and COUNTY OF DENVER (hereinafter called "DENVER"), CITY OF AURORA (hereinafter called "AURORA"), and CITY OF LAKEWOOD (hereinafter called "LAKEWOOD"); (hereinafter DENVER, AURORA and LAKEWOOD shall be known as "PROJECT SPONSOR(S)" and DISTRICT and PROJECT SPONSOR(S) shall be collectively known as "PARTIES"); WHEREAS, the PARTIES have periodically, each year since 1993, entered into "Agreement Regarding Funding of Joint Monitoring and Other Colorado Discharge Permit System (CDPS) Permit Activities" (Agreement No. 25-02.22 and all previous agreements referenced therein); and

WHEREAS, DISTRICT has heretofore annually assisted PROJECT SPONSORS with implementation of their CDPS stormwater discharge permits (hereinafter called "PERMITS"); and

WHEREAS, DISTRICT has annually conducted a wet-weather monitoring program and assisted with development and printing of public education brochures on behalf of PROJECT SPONSORS; and

WHEREAS, PERMITS issued by the State of Colorado (hereinafter called "STATE") to PROJECT SPONSORS require the continuation of the wet-weather monitoring program and public education/outreach programs; and

WHEREAS, PARTIES have budgeted funds in 2026 for joint activities in PERMITS and now desire to commit and obligate these funds; and

WHEREAS, DISTRICT has previously established a work program for 2026 (Resolution No. 89, Series of 2025) which includes coordination and assistance to local governments in their efforts to comply with municipal NPDES stormwater discharge permits.

NOW, THEREFORE, in consideration of the mutual promises contained herein, PARTIES hereto agree as follows:

**Part 1**

1.01 SCOPE OF AGREEMENT

This Agreement defines the responsibilities and financial commitments of PARTIES with respect to PROJECT.

1.02 SCOPE OF PROJECT

The purpose of this joint effort is to comply with certain portions of each PROJECT SPONSOR's PERMIT issued by STATE. DISTRICT shall provide technical support and advice to PROJECT SPONSORS during the issuance period. PROJECT SPONSORS shall include DISTRICT in all

discussions with STATE leading towards agreeing to conditions that may affect the jointly funded elements of each PERMIT. The scope of joint activities covered by this Agreement includes the following activities:

- Monitoring and reporting of wet-weather stormwater runoff,
- Development of education and outreach programs and materials, and
- Development of compliance strategies for regulations as revised by STATE.

1.03 PUBLIC NECESSITY

PARTIES agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people of the State, and is of particular benefit to the inhabitants of PARTIES and to their property therein.

1.04 PROJECT COSTS AND ALLOCATION OF COSTS

- A. PARTIES agree that for the purposes of this Agreement project costs shall consist of, and be limited to, services in support of Paragraph 1.02. SCOPE OF PROJECT and related services and contingencies mutually agreeable to PARTIES. Project costs are not to exceed \$145,000 without amendment to this Agreement, as detailed in Paragraph 5.
- B. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

	<u>Percentage Share</u>	<u>Maximum Contribution</u>
DISTRICT	33.33%	\$48,330
DENVER	30.00%	\$43,500
AURORA	20.00%	\$29,000
LAKEWOOD	16.67%	\$24,170
TOTAL	100%	\$145,000

1.05 MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a PROJECT SPONSOR's share may come from its own revenue sources or from funds received from state, federal or other sources of funding without limitation and without prior DISTRICT approval.

Payment of each party's full share (DISTRICT - \$48,330; DENVER - \$43,500; AURORA - \$29,000; and LAKEWOOD - \$24,170 shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide accounting of PROJECT funds as well as a notification to PROJECT SPONSOR of any unpaid obligations upon request. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 2.05).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares; or, at PROJECT SPONSOR request, PROJECT SPONSOR share of remaining monies shall be transferred to another special fund held by DISTRICT.

1.06 PUBLISHED REPORTS AND PROJECT DATA

DISTRICT will provide to each SPONSOR a copy of any data and/or report that DISTRICT receives from its consultant(s) or contractor(s), or that DISTRICT collects or develops under this Agreement.

1.09 RESPONSIBILITIES OF PARTIES

DISTRICT shall be responsible for coordinating with PROJECT SPONSOR the information developed by the various consultants hired by DISTRICT and for obtaining all concurrences from PROJECT SPONSOR needed to complete PROJECT in a timely manner. PROJECT SPONSOR agrees to review all concept plans, preliminary design plans, and final plans and specifications; and to provide comments within 21 calendar days after the drafts have been provided by DISTRICT to PROJECT SPONSOR.

1.10 PUBLIC RELATIONS

It shall be at PROJECT SPONSOR's sole discretion to initiate and to carry out any public relations program to inform the residents in PROJECT area as to the purpose of PROJECT and what impact it may have on them. Technical information shall be presented to the public by the selected engineer, if requested by PROJECT SPONSOR. In any event DISTRICT shall have no responsibility for a public relations program but shall assist PROJECT SPONSOR as needed and appropriate.

1.11 EXECUTION IN COUNTERPARTS – ELECTRONIC SIGNATURES

Electronic signatures shall be permitted to bind the PARTIES to this Agreement, and all subsequent documents requiring the signatures of the PARTIES to this Agreement. Documents requiring notarization may also be notarized by electronic signatures. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24-71.3-101 to 121. However, the PARTIES agree that only electronic signatures created by electronic signature software including but not limited to DocuSign shall be permitted.

**Part 2**

2.01 TERM OF AGREEMENT

The term of this Agreement shall commence upon execution and shall terminate three (3) years after the final payment is made and the final accounting of funds on deposit at DISTRICT is provided to all PARTIES pursuant to Paragraph 1.05 herein.

2.02 LIABILITY

Each party hereto shall be responsible for any suits, demands, costs or actions at law resulting from its own negligent or wrongful acts or omissions and may insure against such liabilities as appropriate.

### 2.03 CONTRACTING OFFICERS

- A. The contracting officer for DENVER shall be the Manager of Public Works, 201 West Colfax Avenue, Department 608, Denver, Colorado 80202.
- B. The contracting officer for AURORA shall be the General Manager of Aurora Water, 26791 E Quincy Ave Aurora, CO 80016
- C. The contracting officer for LAKEWOOD shall be the City Manager, 480 S. Allison Parkway, Lakewood, Colorado 80226.
- D. The contracting officer for DISTRICT shall be the Executive Director, 12575 West Bayaud Avenue, Lakewood, Colorado 80228.
- C. The contracting officers for PARTIES each agree to designate and assign a PROJECT representative to act on the behalf of said PARTIES in all matters related to PROJECT undertaken pursuant to this Agreement. Each representative shall coordinate all PROJECT related issues between PARTIES, shall attend all progress meetings, and shall be responsible for providing all available PROJECT-related file information to the engineer upon request by DISTRICT or PROJECT SPONSOR. Said representatives shall have the authority for all approvals, authorizations, notices or concurrences required under this Agreement. In the case of amendments to this Agreement, contracting officers shall determine which PARTIES are impacted by the amendment and ensure that such PARTIES provide their approval in writing. Unaffected PARTIES shall only be required to acknowledge the amendment in writing, and their acknowledgment shall be sufficient to meet the requirements of this Agreement.

### 2.04 AMENDMENTS

This Agreement contains all of the terms agreed upon by and among PARTIES. Any amendments to this Agreement shall be in writing. Amendments affecting only specific PARTIES, whether through changes in scope or additional funding contributions, shall require the written approval of the impacted PARTIES. All other PARTIES unaffected by the amendment shall acknowledge the amendment in writing, and their acknowledgement shall be sufficient to meet the requirements of this Agreement.

### 2.05 SEVERABILITY

If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

### 2.06 APPLICABLE LAWS

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Jurisdiction for any and all legal actions regarding this Agreement shall be in the State of Colorado and venue for the same shall lie in the county where PROJECT is located.

2.07 ASSIGNABILITY

No party to this Agreement shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party or parties to this Agreement.

2.08 BINDING EFFECT

The provisions of this Agreement shall bind and shall inure to the benefit of PARTIES hereto and to their respective successors and permitted assigns.

2.09 ENFORCEABILITY

PARTIES hereto agree and acknowledge that this Agreement may be enforced in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado.

2.10 TERMINATION OF AGREEMENT

This Agreement may be terminated upon thirty (30) days' written notice by any party to this Agreement, but only if there are no contingent, outstanding contracts. If there are contingent, outstanding contracts, this Agreement may only be terminated upon the cancellation of all contingent, outstanding contracts. All costs associated with the cancellation of the contingent contracts shall be shared between PARTIES in the same ratio(s) as were their contributions.

2.11 NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Agreement, PARTIES agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified because of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, gender identity, marital status, or physical or mental disability and further agree to insert the foregoing provision in all subcontracts hereunder.

2.12 APPROPRIATIONS

Notwithstanding any other term, condition, or provision herein, each and every obligation of the PARTIES stated in this Agreement is subject to the requirement of a prior appropriation of funds therefore by the appropriate governing body of the respective PARTIES .

2.13 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 PARTIES, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of PARTIES that any person or party other than PARTIES receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

2.14 GOVERNMENTAL IMMUNITIES

PARTIES hereto intend that nothing herein shall be deemed or construed as a waiver by any party of any rights, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (§ 24-10-101, *et seq.*, C.R.S.) as now or hereafter amended or otherwise available at law or equity.

2.15 INTENT OF AGREEMENT

Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between PARTIES and is not intended to and shall not be deemed to confer rights upon any person or entities not named as PARTIES, nor to limit in any way the powers and responsibilities of PROJECT SPONSOR, DISTRICT or any other entity not a party hereto.

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

URBAN DRAINAGE AND FLOOD CONTROL  
DISTRICT  
D/B/A  
MILE HIGH FLOOD DISTRICT

By \_\_\_\_\_

Name Laura A. Kroeger

Title Executive Director

Date \_\_\_\_\_

\_\_\_\_\_  
Checked By

\_\_\_\_\_  
Checked By

CITY AND COUNTY OF DENVER SIGNATURE PAGE

CITY OF AURORA, COLORADO,  
ACTING BY AND THROUGH ITS  
UTILITY ENTERPRISE

\_\_\_\_\_  
Mike Coffman, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
**Kadee Rodriguez** City Clerk

\_\_\_\_\_  
Date

APPROVED AS TO FORM FOR AURORA:

\_\_\_\_\_  
Ian Best  
Assistant City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
ACS #

STATE OF COLORADO    )  
                                  ) ss  
COUNTY OF ARAPAHOE )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
Mike Coffman, Mayor, acting on behalf of the Utility Enterprise of the City of Aurora, Colorado.

Witness my hand and official seal. \_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

CITY OF LAKEWOOD

(SEAL)

ATTEST:

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

By\_\_\_\_\_

Title Kathleen E. Hodgson, City Manager

Date\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Gus Schenck, Senior Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Maria D'Andrea, Director of Public Works

\_\_\_\_\_  
*Holly Björklund*, Director of Finance

# STAFF MEMO

**DATE OF MEETING: APRIL 27, 2026 / AGENDA ITEM NO. 5D**

To: Mayor and City Council  
From: Maria D'Andrea, Director of Public Works  
Subject: **IGA with Edgewater for 2026 Pavement-Related Activities**

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**SUMMARY STATEMENT:** This resolution would authorize the City to enter into an intergovernmental agreement (IGA) with the City of Edgewater to complete pavement maintenance efforts on 20<sup>th</sup> Avenue between Reed Street and Sheridan Boulevard. Lakewood will procure and manage the contractor as part of its 2026 resurfacing program, ensuring a consistent asphalt surface across jurisdictional boundaries. Each city will be responsible for the costs associated with work performed within its respective jurisdiction, with Edgewater reimbursing Lakewood for services performed on Edgewater roadways. This collaboration promotes cost efficiency, coordinated scheduling, and improved roadway conditions for residents of both communities.

Public Works recommends that the City Council adopt the resolution.

**BACKGROUND INFORMATION:** The City of Lakewood annually performs preventive maintenance on various streets throughout the city. Streets selected, and the corresponding maintenance treatment, are based upon quantitative analysis of the current pavement condition on a block-by-block basis. 20<sup>th</sup> Avenue, from Wadsworth Boulevard to Ingalls Street, was identified as a candidate for a pavement mill-and-overlay treatment as part of the 2026 Pavement Maintenance Program. The segment from Wadsworth Boulevard to Reed Street is located within Lakewood's boundary. From Reed Street to Ingalls Street, the north half of 20<sup>th</sup> Avenue is in the City of Edgewater, while the south half is in Based on discussions with Edgewater staff, they wished to have their portion of the street done in conjunction with Lakewood's planned work in 2026. They also requested that the work be extended, easterly from Ingalls Street, to Sheridan Boulevard. This portion of the street is entirely within Edgewater. Lakewood was amenable to this increased scope and received pricing from its contractor for this extended scope of work.

All work is anticipated to be completed no later than October 5, 2026. The current schedule anticipates the work being completed in May or June 2026, including re-striping by Lakewood staff.

**BUDGETARY IMPACTS:** Each city will be responsible for costs associated with work performed within its respective jurisdiction, with Edgewater reimbursing Lakewood for the actual costs of work performed on Edgewater streets. The estimated cost to Edgewater is \$312,690.52. The final price will be based on actual quantities of work completed. Funds for Lakewood's portion of the work are included in the approved 2026 budget.

Street	Limits	Edgewater Responsibility	Estimated Cost to Edgewater
20 <sup>th</sup> Avenue	Reed Street to Ingalls Street	50% (north side only)	\$116,028.24

20 <sup>th</sup> Avenue	Ingalls Street to Sheridan Boulevard	100% (both north & south sides)	\$196,662.28
<b>Total</b>			<b>\$312,690.52</b>

**STAFF RECOMMENDATIONS:** Staff recommends adopting the resolution.

**ALTERNATIVES:** City Council could choose not to adopt the resolution, which would require Edgewater to independently complete the work in its city.

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

**NEXT STEPS:** Complete the proposed work on 20<sup>th</sup> Avenue and invoice the City of Edgewater upon completion.

**ATTACHMENTS:**

1. Resolution R-2026-30
2. Attachment A - Edgewater IGA

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

R-2026-31

A RESOLUTION

APPROVING AN INTERGOVERNMENTAL AGREEMENT  
WITH THE CITY OF EDGEWATER FOR PREVENTATIVE MAINTENANCE  
MILL AND OVERLAY SERVICES

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

WHEREAS, Lakewood and Edgewater share jurisdiction over West 20<sup>th</sup> Avenue between Reed Street and Ingalls Street (the “Shared Roadway”);

WHEREAS, as part of its 2026 roadway resurfacing program, Lakewood engaged a third-party contractor to perform preventative maintenance services on the Lakewood portion of the Shared Roadway in the form of a mill and overlay (the “Services”);

WHEREAS, Edgewater desires to have Lakewood’s contractor perform the Services on the Edgewater portion of the Shared roadway to ensure a continuous, smooth asphalt surface along the entirety of the Shared Roadway;

WHEREAS, Edgewater additionally has sole jurisdiction over West 20<sup>th</sup> Avenue from Sheridan Boulevard to Ingalls Street (the “Edgewater Roadway”);

WHEREAS, Edgewater desires Lakewood’s contractor to perform the Services on the Edgewater Roadway;

WHEREAS, to maintain roadway consistency and cost efficiency for Edgewater, Lakewood desires to engage its contractor to perform the Services on both the Lakewood and Edgewater portions of the Shared Roadway and on the Edgewater Roadway;

WHEREAS, Lakewood shall be financially responsible for the Services performed upon Lakewood’s portion of the Shared Roadway; and

WHEREAS, Edgewater shall be financially responsible for the Services performed upon Edgewater’s portion of the Shared Roadway and for the Services performed upon the Edgewater Roadway.

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

SECTION 1. The City Council hereby finds and determines that authorizing the City Manager to enter into an IGA, attached hereto as Attachment A and incorporated herein, between the City of Lakewood and the City of Edgewater for preventative maintenance mill and overlay services is and shall be in the best interest of the residents

of the City of Lakewood, and hereby authorizes the City Manager to enter into the IGA with the City of Edgewater on behalf of the City of Lakewood.

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

INTRODUCED, READ AND ADOPTED by a vote of \_ for and \_ against at a hybrid regular meeting of the City Council on April 27th, 2026, at 7 o'clock p.m., at the Lakewood Civic Center, 480 South Allison Parkway, Lakewood, Colorado.

---

Wendi Strom, Mayor

ATTEST:

---

Jay Robb, City Clerk

APPROVED AS TO FORM:

---

Alison McKenney Brown, City Attorney

INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF LAKEWOOD AND THE CITY OF EDGEWATER  
FOR PREVENTATIVE MAINTENANCE MILL AND OVERLAY SERVICES  
AGREEMENT NO. 6582

THIS INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF LAKEWOOD AND THE CITY OF EDGEWATER FOR PREVENTATIVE MAINTENANCE MILL AND OVERLAY SERVICES, AGREEMENT NO. 6582 (the "Agreement") is made and entered into the \_\_\_ day of \_\_\_\_\_, 2026 (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 ("Lakewood"), and the **CITY OF EDGEWATER**, a Colorado home rule municipality, with offices at 1800 Harlan Street, Edgewater, Colorado 80214 ("Edgewater"). Lakewood and Edgewater may be jointly referred to hereinafter as the "Parties."

WHEREAS, Sections 29-1-201 and 29-1-203 Colorado Revised Statutes, as amended, permit and encourage governments to make the most efficient use of their powers and responsibilities by cooperating and contracting with other governments to provide authorized services;

WHEREAS, the Parties share jurisdiction over West 20<sup>th</sup> Ave. between Reed St. to Ingalls St. (the "Shared Roadway") as shown in Exhibit A, attached hereto and incorporated herein by this reference;

WHEREAS, Lakewood intends to engage a third-party contractor to perform preventative maintenance services on the Lakewood portion of the Shared Roadway in the form of a mill and overlay (the "Services");

WHEREAS, Edgewater desires Lakewood's contractor to perform the Services on the Edgewater portion of the Shared Roadway to ensure a continuous, smooth asphalt surface along the Shared Roadway;

WHEREAS, Edgewater further maintains the asphalt roadway identified in Exhibit B, attached hereto and incorporated herein by this reference (the "Edgewater Roadway");

WHEREAS, Edgewater desires Lakewood's contractor to perform the Services on the Edgewater Roadway;

WHEREAS, to maintain roadway consistency and cost efficiency for Edgewater, Lakewood agrees to engage its contractor to perform the Services on both Parties' sections of the Shared Roadway and on the Edgewater Roadway;

WHEREAS, the Parties desire to cooperate to the fullest extent possible to ensure the Services are accomplished according to the mutual desires of each Party and in the best interests of the Parties' respective residents;

WHEREAS, Lakewood shall be financially responsible for the Services performed upon Lakewood's portion of the Shared Roadway; and

WHEREAS, Edgewater shall be financially responsible for the Services performed upon Edgewater's portion of the Shared Roadway and for the Services performed upon the Edgewater Roadway.

NOW, THEREFORE, in order to accomplish the above stated desires, and in consideration of the mutual covenants and promises set forth herein, the Parties agree as follows:

1. RECITALS INCORPORATED. The foregoing recitals shall be incorporated into the Agreement as if set forth herein.
2. TERM, TERMINATION AND RENEWAL. The Term of this Agreement shall commence on the Effective Date and expire one (1) year therefrom. Each Party may terminate this Agreement by providing the non-terminating Party thirty (30) days prior written notice. If the Agreement is terminated prior to the expiration of the one-year term, Edgewater shall reimburse Lakewood for all Services performed upon Edgewater's portion of the Shared Roadway and all Services performed on the Edgewater Roadway as of the date of termination. Edgewater shall further reimburse Lakewood for any other costs incurred by Lakewood relating to early termination of the Agreement, including but not limited to the contractor's costs for mobilization of work forces, costs related to the cancellation of contracts, or the cost of any materials purchased in anticipation of performance of the Services.
3. SERVICES. Lakewood shall engage a contractor to provide the preventative maintenance mill and overlay Services along the entirety of both the Shared Roadway and the Edgewater Roadway subject to the following conditions:
  - a. Conditions of Service. Lakewood shall engage its contractor to perform the Services based upon the pricing provided for in Exhibit C, attached hereto and incorporated herein by this reference. Exhibit C may be revised as necessary to adjust the quantities specified therein, but any modification shall be subject to prior written approval of both Parties, which may be memorialized in electronic mail communication. Approval of modification of Exhibit C shall not be unreasonably withheld. Modifications of the quantities specified in Exhibit C shall not require formal amendment to this Agreement.
  - b. Lakewood shall retain a third-party testing consultant to test and certify that the Services have been adequately performed along the Lakewood portion of the Shared Roadway. Edgewater shall not be required to rely solely upon testing performed by the contractor performing the Services and may, at its sole option and expense, retain a third-party testing consultant to test and certify the Services performed along Edgewater's portion of the Shared Roadway and the Edgewater Roadway. Regardless of the testing option Edgewater selects, Edgewater shall have no recourse against the City of Lakewood, its elected and appointed officials, its employees, agents, or representatives as relates to such testing, or any dissatisfaction with the Services performed.
4. PERFORMANCE; PRIORITY.
  - a. Lakewood will engage the contractor to complete the Services through Lakewood's 2026 resurfacing program, and shall require the contractor to complete the Services by no later than October 5, 2026. However, Lakewood shall not be responsible for any delays in performing the Services that are attributable to the contractor.
  - b. Lakewood shall inform Edgewater of the date the contractor intends to begin performing the Services at least thirty (30) calendar days prior to the

commencement of Services. If Edgewater objects to the contractor's starting date, it must inform Lakewood of such objection within ten (10) calendar days of receiving the notice from Lakewood. If the contractor is unable to reschedule the performance of the Services to accommodate Edgewater, Lakewood shall retain the right to terminate this agreement and Edgewater shall be responsible for any costs incurred pursuant to Section 2, above.

5. BILLING AND COSTS.

- a. Upon completion of the Services, Lakewood shall send an itemized invoice to Edgewater.
- c. Edgewater shall reimburse Lakewood for the cost of the Services performed upon its portion of the Shared Roadway and for all Services performed upon the Edgewater Rodway.
- d. The rates to be charged for the Services are set forth in Exhibit C, which reflect the same rates that Lakewood agreed upon for its 2026 Mill and Overlay program.
- e. Edgewater shall make payment to Lakewood within 30 days of receipt of an invoice.
- f. Upon termination of the Agreement, Lakewood will submit copies of all Service records to Edgewater, and Edgewater will submit payment to Lakewood for all billing outstanding, with payment to be made within 30 days of receiving the Service records and final invoice.

6. NOTICE.

Notices required under this Agreement and all other correspondence between the Parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested, or upon acknowledgement of receipt of an email by the receiving party:

If to Lakewood:	If to Edgewater:
Public Works Operations Manager	Community Services Director
City of Lakewood- Public Works	Kit Lammers
850 Parfet St.	1800 Harlan Street
Lakewood, CO 80215	Edgewater, CO 80214
jrickett@lakewood.org	klammers@edgewaterco.com

7. GENERAL PROVISIONS.

- a. Insurance. Lakewood shall require the contractor performing the Services to obtain an insurance policy naming the Parties as additional insureds for those activities that are the subject of this Agreement.
- b. Liability. Each Party shall be responsible for its own negligent acts. Regardless of any written or oral statement to the contrary, in no event, instance or circumstance shall either party indemnify the other. Edgewater further releases

the City of Lakewood, its elected and appointed officials and its employees, agents, and representatives from any and all claims, liabilities, demands, actions, or causes of action whatsoever, relating to the contractor's performance of the Services.

- c. Integrated Agreement; Amendment. This Agreement embodies the entire understanding of the Parties and shall be deemed to be a contract extending and binding upon the Parties and their respective representatives, agents, administrators, successors and assigns. This Agreement may be amended upon written agreement of the Parties, except that no amendment shall be required for the modifications described in Section 3(a), above.
- d. 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 persons other than Lakewood and Edgewater shall be deemed to be only incidental beneficiaries under this Agreement.
- e. 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.*
- f. 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 represent 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.
- g. 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.
- h. Appropriation. Notwithstanding any other term, condition, or provision herein, each and every obligation of Lakewood or Edgewater stated in this Agreement is subject to the requirement of prior appropriation of funds therefore by the appropriate governing body of Lakewood and/or Edgewater.
- i. Employment Status. This Agreement shall not change the employment status of any employees of Parties. No party shall have the right to control or direct the activities of any employees of another related to this Agreement.
- j. Controlling Terms. In the event of any conflict 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 as such, shall supersede the conflicting provisions of such attachments, exhibits or referenced document.

- k. 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 applicable. 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.
- l. 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.
- m. 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.
- n. 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.

***[Remainder of page intentionally blank – signatures follow.]***

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

ATTEST:

**CITY OF EDGEWATER**

By: \_\_\_\_\_  
Lenore Pedroza, City Clerk

By: \_\_\_\_\_  
Steve Conklin, Edgewater Mayor

(SEAL)

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Carmen Beery, City Attorney

**CITY OF LAKEWOOD**

\_\_\_\_\_  
Kathleen E. Hodgson, City Manager

AT:

\_\_\_\_\_  
Jay R. Robb, City Clerk

\_\_\_\_\_  
Attestation Date

RECOMMENDED FOR APPROVAL:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Maria D'Andrea,  
Public Works Director




By: \_\_\_\_\_  
Gus Schenck,  
Senior Assistant City Attorney

By: \_\_\_\_\_  
Holly Bjorklund,  
Chief Financial Officer

# Exhibit A-Shared Roadway

20th Ave. Ingalls St.-Reed St.

## Legend



-  20th Ave Shared Roadway
-  Edgewater's Portion (North Side 20th Ave.)
-  Lakewood's Portion (South Side 20th Ave.)

 20th Ave Shared Roadway



# Exhibit B- Edgewater Roadway 20th Ave. Sheridan Blvd.-Ingalls St.

## Legend

-  Edgewater Jurisdiction
-  Edgewater Sole Jurisdiction of 20th Ave.



Edgewater Sole Jurisdiction of 20th Ave.

## Exhibit C- Quantities and Rates

### Overlay and Patching (Reed St.-Ingalls St.)

2026 Price

<u>Item</u>	<u>Unit</u>	<u>Quantity Actual</u>	<u>Price</u>	<u>TOTAL</u>
Remove Asphalt Mat 2" Full Width	S.Y.	7,747	\$ 2.40	\$ 18,592.08
HBP (Overlay) (sx 64-22)	TON	861	\$ 101.50	\$ 87,436.16
HBP (A Patching) (Collector)	Ton	50	\$ 200.00	\$ 10,000.00
			<b>TOTAL</b>	<b>\$ 116,028.24</b>

### Overlay and Patching (Ingalls St.-Sheridan Blvd.)

2026 Pricing

<u>Item</u>	<u>Unit</u>	<u>Quantity Actual</u>	<u>Price</u>	<u>TOTAL</u>
Remove Asphalt Mat 2" Full Width	S.Y.	13,638	\$ 2.40	\$ 32,731.44
HBP (Overlay) (sx 64-22)	TON	1,517	\$ 101.50	\$ 153,930.84
HBP (A Patching) (Collector)	Ton	50	\$ 200.00	\$ 10,000.00
			<b>TOTAL</b>	<b>\$ 196,662.28</b>

### Overlay and Patching (Reed St.-Sheridan Blvd.)

2026 Pricing

<u>Item</u>	<u>Unit</u>	<u>Quantity Actual</u>	<u>Price</u>	<u>TOTAL</u>
Remove Asphalt Mat 2" Full Width	S.Y.	21,385	\$ 2.40	\$ 51,324.00
HBP (Overlay) (sx 64-22)	TON	2,378	\$ 101.50	\$ 241,367.00
HBP (A Patching) (Collector)	Ton	100	\$ 200.00	\$ 20,000.00
			<b>TOTAL</b>	<b>\$ 312,691.00</b>

# STAFF MEMO

**DATE OF MEETING: APRIL 27, 2026 / AGENDA ITEM NO. 5E**

To: Mayor and City Council  
From: Maria D'Andrea, Director of Public Works  
Subject: **IGA with Wheat Ridge for 2026 Pavement-Related Activities**

---

**SUMMARY STATEMENT:** This resolution would authorize the City to enter into an intergovernmental agreement (IGA) with the City of Wheat Ridge to complete pavement maintenance efforts on 26<sup>th</sup> Avenue between Wadsworth Boulevard and Pierce Street. Lakewood will procure and manage the contractor as part of its 2026 resurfacing program, ensuring a consistent asphalt surface across jurisdictional boundaries. Each city will be responsible for the costs associated with work performed within its respective jurisdiction, with Wheat Ridge reimbursing Lakewood for services performed on Wheat Ridge roadways. This collaboration promotes cost efficiency, coordinated scheduling, and improved roadway conditions for residents of both communities.

Public Works recommends that the City Council adopt the resolution.

**BACKGROUND INFORMATION:** The City of Lakewood annually performs preventive maintenance on various streets throughout the city. Streets selected, and the corresponding maintenance treatment, are based upon quantitative analysis of the current pavement condition on a block-by-block basis. 26<sup>th</sup> Avenue, from Wadsworth Boulevard to Pierce Street, was identified as a candidate for a pavement mill-and-overlay treatment as part of the 2026 Pavement Maintenance Program. The north half of 26<sup>th</sup> Avenue is located within the City of Wheat Ridge while the south half is located within Lakewood. Based on discussions with Wheat Ridge staff, they wished to have their portion of the street done in conjunction with Lakewood's planned work in 2026.

All work is anticipated to be completed no later than October 5, 2026. The current schedule anticipates the work being completed in May or June 2026, including re-stripping by Lakewood staff.

**BUDGETARY IMPACTS:** Each city will be responsible for costs associated with work performed within its respective jurisdiction, with Wheat Ridge reimbursing Lakewood for the actual costs of work performed on Wheat Ridge streets. The estimated cost to Wheat Ridge is \$137,042.30. The final price will be based on actual quantities of work completed. Funds for Lakewood's portion of the work are included in the approved 2026 budget.

**STAFF RECOMMENDATIONS:** Staff recommends adopting the resolution.

**ALTERNATIVES:** The City Council could choose not to adopt the resolution, which would require Wheat Ridge to independently complete the work in its city.

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

**NEXT STEPS:** Complete the proposed work on 26<sup>th</sup> Avenue and invoice the City of Wheat Ridge upon completion.

**ATTACHMENTS:** 1. Resolution R-2026-31  
2. Attachment A - Wheat Ridge IGA

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

R-2026-31

A RESOLUTION

APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF  
WHEAT RIDGE FOR PREVENTATIVE MAINTENANCE MILL AND OVERLAY  
SERVICES

WHEREAS, pursuant to C.R.S. § 29-1-203 and § 29-1-203.5 as amended, the City of Lakewood (“Lakewood”) and the City of Wheat Ridge (“Wheat Ridge”) have the authority to enter into an Intergovernmental Agreement (IGA);

WHEREAS, Lakewood and Wheat Ridge share jurisdiction over West 26<sup>th</sup> Avenue between Wadsworth Boulevard and Pierce Street (the “Shared Roadway”);

WHEREAS, as part of its 2026 roadway resurfacing program, Lakewood engaged a third-party contractor to perform preventative maintenance services on the Lakewood portion of the Shared Roadway in the form of a mill and overlay (the “Services”);

WHEREAS, Wheat Ridge desires to have Lakewood’s contractor perform the Services on the Wheat Ridge portion of the Shared roadway to ensure a continuous, smooth asphalt surface along the entirety of the Shared Roadway;

WHEREAS, to maintain roadway consistency and cost efficiency for Wheat Ridge, Lakewood desires to engage its contractor to perform the Services on both the Lakewood and Wheat Ridge portions of the Shared Roadway;

WHEREAS, Lakewood shall be financially responsible for the Services performed upon Lakewood’s portion of the Shared Roadway; and

WHEREAS, Wheat Ridge shall be financially responsible for the Services performed upon Wheat Ridge’s portion of the Shared Roadway.

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

SECTION 1. The City Council hereby finds and determines that authorizing the City Manager to enter into an IGA, attached hereto as Attachment A and incorporated herein, between the City of Lakewood and the City of Wheat Ridge for preventative maintenance mill and overlay services is and shall be in the best interest of the residents of the City of Lakewood, and hereby authorizes the City Manager to enter into the IGA with the City of Wheat Ridge on behalf of the City of Lakewood.

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

[the remainder of this page is intentionally left blank]

INTRODUCED, READ AND ADOPTED by a vote of \_ for and \_ against at a hybrid regular meeting of the City Council on April 27th, 2026, at 7 o'clock p.m., at the Lakewood Civic Center, 480 South Allison Parkway, Lakewood, Colorado.

\_\_\_\_\_  
Wendi Strom, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Alison McKenny Brown, City Attorney

INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF LAKEWOOD AND THE CITY OF WHEAT RIDGE  
FOR PREVENTATIVE MAINTENANCE MILL AND OVERLAY SERVICES  
AGREEMENT NO. \*\*\*\*

THIS INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF LAKEWOOD AND THE CITY OF WHEAT RIDGE FOR PREVENTATIVE MAINTENANCE MILL AND OVERLAY SERVICES, AGREEMENT NO. \*\*\*\* (the "Agreement") is made and entered into the 23<sup>rd</sup> day of March, 2026 (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 ("Lakewood"), and the **CITY OF WHEAT RIDGE**, a Colorado home rule municipality, with offices at 11220 W. 45<sup>th</sup> Ave., Wheat Ridge, Colorado 80033 ("Wheat Ridge"). Lakewood and Wheat Ridge may be jointly referred to hereinafter as the "Parties."

WHEREAS, Sections 29-1-201 and 29-1-203 Colorado Revised Statutes, as amended, permit and encourage governments to make the most efficient use of their powers and responsibilities by cooperating and contracting with other governments to provide authorized services;

WHEREAS, the Parties share jurisdiction over West 26<sup>th</sup> Ave. between Wadsworth Blvd. to Pierce St. (the "Shared Roadway") as shown in Exhibit A, attached hereto and incorporated herein by this reference;

WHEREAS, Lakewood intends to engage a third-party contractor to perform preventative maintenance services on the Lakewood portion of the Shared Roadway in the form of a mill and overlay (the "Services");

WHEREAS, Wheat Ridge desires Lakewood's contractor to perform the Services on the Wheat Ridge portion of the Shared Roadway to ensure a continuous, smooth asphalt surface along the Shared Roadway;

WHEREAS, to maintain roadway consistency and cost efficiency for Wheat Ridge, Lakewood agrees to engage its contractor to perform the Services on both Parties' sections of the Shared Roadway;

WHEREAS, the Parties desire to cooperate to the fullest extent possible to ensure the Services are accomplished according to the mutual desires of each Party and in the best interests of the Parties' respective residents;

WHEREAS, Lakewood shall be financially responsible for the Services performed upon Lakewood's portion of the Shared Roadway; and

WHEREAS, Wheat Ridge shall be financially responsible for the Services performed upon Wheat Ridge's portion of the Shared Roadway.

NOW, THEREFORE, in order to accomplish the above stated desires, and in consideration of the mutual covenants and promises set forth herein, the Parties agree as follows:

1. RECITALS INCORPORATED. The foregoing recitals shall be incorporated into the Agreement as if set forth herein.

2. TERM, TERMINATION AND RENEWAL. The Term of this Agreement shall commence on the Effective Date and expire one (1) year therefrom. Each Party may terminate this Agreement by providing the non-terminating Party thirty (30) days prior written notice. If the Agreement is terminated prior to the expiration of the one-year term, Wheat Ridge shall reimburse Lakewood for all Services performed upon Wheat Ridge's portion of the Shared Roadway. Wheat Ridge shall further reimburse Lakewood for any other costs incurred by Lakewood relating to early termination of the Agreement, including but not limited to the contractor's costs for mobilization of work forces, costs related to the cancellation of contracts, or the cost of any materials purchased in anticipation of performance of the Services.
3. SERVICES. Lakewood shall engage a contractor to provide the preventative maintenance mill and overlay Services along the entirety of the Shared Roadway.
  - a. Conditions of Service. Lakewood shall engage its contractor to perform the Services based upon the pricing provided for in Exhibit B, attached hereto and incorporated herein by this reference. Exhibit B may be revised as necessary to adjust the quantities specified therein, but any modification shall be subject to prior written approval of both Parties, which may be memorialized in electronic mail communication. Approval of modification of Exhibit B shall not be unreasonably withheld. Modifications of the quantities specified in Exhibit B shall not require formal amendment to this Agreement.
  4. Lakewood shall retain a third-party testing consultant to test and certify that the Services have been adequately performed along the Lakewood portion of the Shared Roadway. Wheat Ridge shall not be required to rely solely upon testing performed by the contractor performing the Services and may, at its sole option and expense, retain a third-party testing consultant to test and certify the Services performed along Wheat Ridge's portion of the Shared Roadway and the Wheat Ridge Roadway. Regardless of the testing option Wheat Ridge selects, Wheat Ridge shall have no recourse against the City of Lakewood, its elected and appointed officials, its employees, agents, or representatives as relates to such testing, or any dissatisfaction with the Services performed.
4. PERFORMANCE; PRIORITY.
  - a. Lakewood will engage the contractor to complete the Services through Lakewood's 2026 resurfacing program, and shall require the contractor to complete the Services by no later than October 5, 2026. However, Lakewood shall not be responsible for any delays in performing the Services that are attributable to the contractor.
  - b. Lakewood shall inform Wheat Ridge of the date the contractor intends to begin performing the Services at least thirty (30) calendar days prior to the commencement of Services. If Wheat Ridge objects to the contractor's starting date, it must inform Lakewood of such objection within ten (10) calendar days of receiving the notice from Lakewood. If the contractor is unable to reschedule the performance of the Services to accommodate Wheat Ridge, Lakewood shall retain the right to terminate this agreement and Wheat Ridge shall be responsible for any costs incurred pursuant to Section 2, above.

5. BILLING AND COSTS.

- a. Upon completion of the Services, Lakewood shall send an itemized invoice to Wheat Ridge.
- b. Wheat Ridge shall reimburse Lakewood for the cost of the Services performed upon its portion of the Shared Roadway.
- c. The rates to be charged for the Services are set forth in Exhibit B, which reflects the same rates that Lakewood agreed upon for its 2026 Mill and Overlay program.
- d. Wheat Ridge shall make payment to Lakewood within 30 days of receipt of an invoice.
- e. Upon termination of the Agreement, Lakewood will submit copies of all Service records to Wheat Ridge, and Wheat Ridge will submit payment to Lakewood for all billing outstanding, with payment to be made within 30 days of receiving the Service records and final invoice.

6. NOTICE.

Notices required under this Agreement and all other correspondence between the Parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested, or upon acknowledgement of receipt of an email by the receiving party:

If to Lakewood:

Public Works Operations Manager  
City of Lakewood- Public Works  
850 Parfet St.  
Lakewood, CO 80215  
jrickett@lakewood.org

If to Wheat Ridge:

Infrastructure Project Manager  
Daniel Martinez  
11220 W 45<sup>th</sup> Ave.  
Wheat Ridge, CO 80033  
dmartinez@ci.wheatridge.co.us

7. GENERAL PROVISIONS.

- a. Insurance. Lakewood shall require the contractor performing the Services to obtain an insurance policy naming the Parties as additional insureds for those activities that are the subject of this Agreement.
- b. Liability. Each Party shall be responsible for its own negligent acts. Regardless of any written or oral statement to the contrary, in no event, instance or circumstance shall either party indemnify the other. Wheat Ridge further releases the City of Lakewood, its elected and appointed officials and its employees, agents, and representatives from any and all claims, liabilities, demands, actions, or causes of action whatsoever, relating to the contractor's performance of the Services.
- c. Integrated Agreement; Amendment. This Agreement embodies the entire understanding of the Parties and shall be deemed to be a contract extending and binding upon the Parties and their respective representatives, agents,

administrators, successors and assigns. This Agreement may be amended upon written agreement of the Parties, except that no amendment shall be required for the modifications described in Section 3(a), above.

- d. 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 persons other than Lakewood and Wheat Ridge shall be deemed to be only incidental beneficiaries under this Agreement.
- e. 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.*
- f. 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 represent 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.
- g. 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.
- h. Appropriation. Notwithstanding any other term, condition, or provision herein, each and every obligation of Lakewood or Wheat Ridge stated in this Agreement is subject to the requirement of prior appropriation of funds therefore by the appropriate governing body of Lakewood and/or Wheat Ridge.
- i. Employment Status. This Agreement shall not change the employment status of any employees of Parties. No party shall have the right to control or direct the activities of any employees of another related to this Agreement.
- j. Controlling Terms. In the event of any conflict 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 as such, shall supersede the conflicting provisions of such attachments, exhibits or referenced document.
- k. 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 applicable. 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.

- l.* 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.
- m.* 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.
- n.* 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.

***[Remainder of page intentionally blank – signatures follow.]***

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

ATTEST:


**CITY OF WHEAT RIDGE**

By:   
Onorina Maloney, Deputy City Clerk

By:   
Korey Stites, Wheat Ridge Mayor



APPROVED AS TO FORM:

By:   
Gerald Dahl, City Attorney

**CITY OF LAKEWOOD**

\_\_\_\_\_  
Kathleen E. Hodgson, City Manager

AT:

\_\_\_\_\_  
Jay R. Robb, City Clerk

\_\_\_\_\_  
Attestation Date

RECOMMENDED FOR APPROVAL:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Maria D'Andrea,  
Public Works Director




By: \_\_\_\_\_  
Gus Schenck,  
Senior Assistant City Attorney

By: \_\_\_\_\_  
Holly Bjorklund,  
Chief Financial Officer

# Exhibit A- 26th Ave. Shared Roadway

Wadsworth Blvd- Pierce St.

## Legend

-  26th Ave. Shared Roadway
-  Lakewood Portion
-  Wheat Ridge Portion

26th Ave. Shared Roadway



## Exhibit B- Quantities and Rates

### Overlay and Patching (Wadsworth Blvd.-Pierce St.)

Wheat Ridge shall be responsible for the below amount for the Services performed between Wadsworth Blvd. to  
Pierce St.

<u>Item</u>	<u>Unit</u>	<u>Quantity Estimated</u>	<u>Price</u>	<u>TOTAL</u>
Remove Asphalt Mat 2" Full Width	S.Y.	7,847	\$ 2.40	\$ 18,832.80
HBP (Overlay) (sx 64-22)	TON	873	\$ 101.50	\$ 88,609.50
HBP (A Patching)(Collector)	TON	148	\$ 200.00	\$ 29,600.00
TOTAL				\$ 137,042.30

# STAFF MEMO

**DATE OF MEETING: APRIL 27, 2026 / AGENDA ITEM NO. 5F**

To: Mayor and City Council  
From: Maria D'Andrea, Director of Public Works  
Subject: **Establishing a Fee for Wildfire Conformance Inspections**

---

**SUMMARY STATEMENT:** The City is considering adopting wildfire resiliency requirements to reduce wildfire risk through structure hardening and defensible space requirements for certain areas defined as the Wildland-Urban Interface (WUI). This proposed action is in response to Colorado Senate Bill 23-166, which requires municipalities to implement regulations by April 1, 2026, for enforcement beginning July 1, 2026.

A new fee is proposed to cover staff costs associated with reviewing WUI map amendments when requested by property owners. City reviews of such map amendments are proposed to be charged at the standard hourly plan review rate of \$75 per hour with a 2-hour minimum charge.

**BACKGROUND INFORMATION:** The wildfire resiliency requirements include a provision that allows property owners to request a WUI map amendment if they believe the map is incorrect. Applicants must provide evidence on nearby fuels, wildfire history, topography, weather, and fire behavior modeling, prepared by a qualified specialist. The Building Official must then review the evidence and determine if the request is valid and the change does not create a significant wildfire hazard.

Map amendment requests within the WUI can vary significantly in both content and complexity. Unlike standard permit submittals, there is no prescribed format, size, or scope for these requests, and applicants may submit a wide range of supporting documentation depending on the unique characteristics of their property. Because of this variability, the level of staff effort required to review a map amendment can differ substantially from one request to another. Therefore, staff is proposing a review fee of \$75.00 per hour with a minimum two-hour charge.

This is the rate charged for other plan reviews. The City has historically used hourly plan review fees for certain types of specialized or uncommon submittals where the scope of review cannot be reliably predicted in advance. Applying an hourly rate to WUI map amendment requests is consistent with this practice and ensures that applicants are proportionally charged for the level of review needed. Given the unpredictable and potentially wide-ranging nature of these requests, an hourly fee structure represents a fair and equitable approach, aligning costs with the actual time required for staff to complete the review.

**BUDGETARY IMPACTS:** It is anticipated that these proposed changes will result in a minor increase in fee collection by the city. It is unknown, at this time, how much additional revenue may be generated from this additional fee.

**STAFF RECOMMENDATIONS:** Staff recommends adopting the resolution.

**ALTERNATIVES:** City Council could choose to increase or decrease the proposed fee, or not impose

a fee for these services.

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

**NEXT STEPS:** City staff will take necessary steps to implement the new fee.

**ATTACHMENTS:**

1. Resolution R-2026-32
2. Attachment A - Wildfire Resiliency Map Amendment Fee

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

R-2026-32

A RESOLUTION

ESTABLISHING THE FEE FOR THE MAPPING AMENDMENT PROCESS UNDER  
THE CITY OF LAKEWOOD WILDFIRE RESILIENCY CODE

WHEREAS, on April 27, 2026, the Lakewood City Council voted to adopt Chapter 14.31 of the Lakewood Municipal Code, thereby establishing the City of Lakewood Wildfire Resiliency Code (the “Code”);

WHEREAS, pursuant to Section 14.31.070 of the Code, the City Council shall establish by resolution all fees for any appeal, process, procedure, or other action relating to the Code;

WHEREAS, in anticipation of adoption of the Code, City of Lakewood (“City”) staff conducted a review and evaluation of the necessary fees under the Code, and determined that most appeals, processes, and procedures under the Code are subject to the existing fee schedule for the City’s Building Codes;

WHEREAS, City staff determined that the mapping amendment process (the Amendment Process”) under Section 14.31.130 of the Code requires an additional fee to offset the costs incurred by the City associated with the Amendment Process;

WHEREAS, City staff confirmed that the proposed Amendment Process fee will sufficiently offset the City’s costs relating to the administration of the Amendment Process; and

WHEREAS, the City Council desires to approve the establishment of the Amendment Process fee.

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

SECTION 1. The fee for the mapping amendment process under Section 14.31.130 of the Code shall be \$75.00 per hour for staff review time, with a minimum two-hour charge.

SECTION 2. The mapping amendment process fee shall not be refundable unless an application for a map amendment was submitted in error.

Section 3. The mapping amendment process fee shall be effective July 1, 2026.

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INTRODUCED, READ AND ADOPTED by a vote of \_ for and \_ against at a hybrid regular meeting of the City Council on April 27th, 2026, at 7 o'clock p.m., at the Lakewood Civic Center, 480 South Allison Parkway, Lakewood, Colorado.

\_\_\_\_\_  
Wendi Strom, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Alison McKenny Brown, City Attorney

**ATTACHMENT A**

**WILDFIRE RESILIENCY  
MAP AMENDMENT FEES**

WILDFIRE RESILIENCY MAP AMENDMENT	FEES
Review of application for exclusion from City of Lakewood WUI area. Charge based on hourly rate with a minimum of two hours.	\$75.00 per hour*

Notes:

1. If additional plan review exceeds the 2 hr. minimum, the total hourly cost to the City shall be charged including supervision, overhead, equipment, hourly wages, and benefits of the employees involved.

# STAFF MEMO

**DATE OF MEETING: APRIL 27, 2026 / AGENDA ITEM NO. 5G**

To: Mayor and City Council  
From: Alison McKenney Brown, City Attorney  
Subject: **RDSA Opioid Settlement**

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**SUMMARY STATEMENT:** This Resolution seeks to have Lakewood join the National Opioid Remnant Defendants Settlement, with Associated Pharmacies, Inc. (and American Associated Pharmacies); J M Smith Corporation; Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics).

**BACKGROUND INFORMATION:** There has been extensive litigation against opioid manufacturers and opioid distributors for their roles in contributing to the nationwide opioid epidemic. Many local governments throughout the country have retained counsel, investigated claims, or initiated suit against opiate manufacturers and distributors. In 2021, Lakewood entered into the Colorado Opioids Settlement Memorandum of Understanding, which was created in response to the nationwide settlements regarding the “Big 3” opioid distributors (McKesson, Cardinal Health, and AmerisourceBergen) and Opioid Manufacturer Johnson and Johnson.

Proposed national opioids settlements have been reached with the six remnant defendant opioid distributors: Associated Pharmacies, Inc. (and American Associated Pharmacies); J M Smith Corporation; Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics). While this settlement and distribution of funds has been reached in much the same manner as the other previously agreed to National Opioid Settlement agreements, there are a number of key differences. The main difference is that the state of Colorado is not eligible for this specific settlement as only local entities are eligible for distribution from this settlement. While this settlement is subject to many of the same requirements as the other national opioid settlements, it is not made pursuant to the Colorado Opioids Settlement Memorandum of Understanding. The proposed Remnant Defendants Settlement consists of, among other things, a settlement of all present and future claims against the six distributors relating to the actions covered in the settlement agreement.

The total settlement amount to be provided by the Remnant Defendants Settlement is dependent upon a number of factors, including the total number of entities, such as Lakewood, that decide to participate in the Remnant Defendants Settlement. The total number of the Remnant Defendant Combined Subdivision Participation and Release Forms received by May 4, 2026, will be used to determine whether subdivision participation is sufficient for the Remnant Defendant Settlement to move forward and whether Lakewood earns its proposed potential payment under the Remnant Defendant Settlement. Currently, Lakewood is proposed to receive just over \$30,000 of the \$97,625,000 settlement.

Lakewood did not join in the litigation against any of the six distributors included in the Remnant

Defendant Settlement, but per the terms of the Remnant Defendant Settlement, Lakewood is still eligible to participate in the settlement.

**BUDGETARY IMPACTS:** None. Under the Remnant Defendant Settlement, Lakewood anticipates receiving funds with an estimated maximum total of \$30,282.69. This amount is, however, only an estimate as the total settlement amount cannot be determined until the total number of participating entities is finalized.

**STAFF RECOMMENDATIONS:** Staff recommends signing the Six Remnant Defendants Combined Subdivision Participation and Release Form and thereby joining in the settlement agreement for and releasing any claims against Associated Pharmacies, Inc. (and American Associated Pharmacies); J M Smith Corporation; Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics).

**ALTERNATIVES:** Lakewood could attempt to litigate this matter on its own, and attempt to garner a different outcome.

**PUBLIC OUTREACH:** None at this time.

**NEXT STEPS:** To join the Remnant Defendant Settlement, the City Council must approve the Combined Subdivision Participation and Release Form Participation Form submit the signed document no later than May 4, 2026.

**ATTACHMENTS:**

1. Resolution R-2026-33
2. Remnant Defendant Settlement Agreement

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

R-2026-33

A RESOLUTION

APPROVING LAKEWOOD'S PARTICIPATION IN THE NATIONAL OPIOIDS SIX REMNANT DEFENDANTS SETTLEMENT, AND WAIVER OF ALL CLAIMS AGAINST SUCH OPIOIDS REMNANT DEFENDANTS

WHEREAS, the Lakewood City Council recognizes the harms caused to its residents by the opioid epidemic, the need to hold responsible those entities that created said harm, and the need to fund various programs to mitigate the harm caused;

WHEREAS, proposed nationwide settlements (the "Six Remnant Defendants Settlement") have been reached with the following six regional distributors/dispensers of opioids: Associated Pharmacies, Inc. (and American Associated Pharmacies); J M Smith Corporation; Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics).;

WHEREAS, the Six Remnant Defendants Settlement carries a maximum total potential settlement amount of approximately \$97,625,000.00, of which, the funds will be distributed using the national Denver model but excluding shares to States and States Attorney General as they are not eligible for this particular settlement;

WHEREAS, if a requisite amount of eligible entities agree to the Remnant Defendants Settlement, the City of Lakewood as an eligible entity would receive over \$30,000 in Remnant Settlement funds distributed directly to the City of Lakewood;

WHEREAS, the total amount owed under the Remnant Defendant Settlement is now dependent on a number of factors, including the total number of subdivisions such as the City of Lakewood, signing the Remnant Defendant Participation and Release Form to join in the Remnant Defendant Settlement;

WHEREAS, all funds received from the Remnant Defendant Settlement will be subject to the List of Opioid Remediation Uses which closely follows the approved uses of the Colorado Opioid Settlement Memorandum of Understanding (the "MOU") that the City entered into in 2021; and

WHEREAS, to participate in the Remnant Defendant Settlement, the City must sign and submit the Remnant Defendant Combined Subdivision Participation and Release Form for such settlement by May 4, 2026.

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

SECTION 1. The City Manager, as the City's authorized signatory, is hereby authorized to execute the Remnant Defendant Combined Subdivision Participation and Release Form thereby entering the City of Lakewood into the Remnant Defendant

Settlement. The City Manager, City Attorney, or City Clerk are hereby authorized to submit the Remnant Defendant Combined Subdivision Participation and Release Form for the Remnant Defendant Settlement to [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com) to effect the City's decision to enter into the Remnant Defendant Settlement.

SECTION 2. The City Attorney is hereby authorized to waive any and all claims against Associated Pharmacies, Inc. (and American Associated Pharmacies); J M Smith Corporation; Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics). that in any way touch upon or relate to the matters settled by the Remnant Defendant Settlement.

SECTION 3. This resolution shall become effective immediately upon its adoption.

INTRODUCED, READ AND ADOPTED by a vote of \_ for and \_ against at a hybrid regular meeting of the City Council on April 27th, 2026, at 7 o'clock p.m., at the Lakewood Civic Center, 480 South Allison Parkway, Lakewood, Colorado.

\_\_\_\_\_  
Wendi Strom, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Alison McKenny Brown, City Attorney

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION

IN RE: NATIONAL PRESCRIPTION  
OPIATE LITIGATION

This Document Relates to:

ALL SUBDIVISION ACTIONS

MDL 2804

Case No. 1:17-md-2804

**SETTLEMENT AGREEMENT  
AMONG PARTICIPATING  
SUBDIVISIONS AND REMNANT  
DEFENDANTS**

**TABLE OF CONTENTS**

I. Definitions.....1

II. Representations and Warranties.....10

III. Settlement Fund .....11

IV. Implementing the Agreement .....16

V. Conditions of Settlement; Effect of Disapproval, Cancellation, or Termination .....19

VI. Notice and Claims Administrator .....21

VII. Use and Allocation of Opioid Remediation Fund.....23

VIII. Attorneys’ Fees and Expenses .....25

IX. Releases and Dismissal.....25

X. Miscellaneous Provisions.....30

Exhibit A – List of Actions

Exhibit B – Documents Describing Alleged Harms

Exhibit C – List of Litigating Subdivisions

Exhibit D – List of Opioid Remediation Uses

Exhibit E – Plan of Allocation

Exhibit F – List of Remnant Defendants’ Joint Ventures, Subsidiaries, Affiliates, and Predecessor Entities

Exhibit G – Subdivision Settlement Participation Form

Exhibit H – Agreement on Attorneys' Fees, Costs, and Expenses

This Settlement Agreement, including all exhibits or related agreements attached hereto or referenced herein (collectively, the “*Agreement*”), is dated February 23, 2026, by and between the Remnant Defendants and the Participating Subdivisions (as those terms are defined below). Upon satisfaction of the conditions set forth in Section IV.C. and Section IV.D., this Agreement will be binding on all Participating Subdivisions and Remnant Defendants. This Agreement will then be filed as part of a request for a Consent Judgment with the Court pursuant to the terms set forth in Section IV.E. This Agreement is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as that term is defined herein), upon and subject to the terms and conditions herein.

## I. Definitions

As used in this Agreement, the following terms have the meanings specified below:

- A. “*Action(s)*” means a lawsuit purportedly brought by or on behalf of any Litigating Subdivision against one or more Remnant Defendants coordinated under or parallel to MDL No. 2804, *In re: National Prescription Opiate Litigation*, No. 1:17-md-2804-DAP (N.D. Ohio) (hereinafter “*MDL No. 2804*”), in any court, including but not limited to, the actions listed in **Exhibit A**.
- B. “*Agreement*” means this agreement, as set forth above. For the avoidance of doubt, this Agreement is inclusive of all exhibits or related agreements attached hereto or referenced herein.
- C. “*Alleged Harms*” means the alleged past, present, and future financial, societal, and public nuisance harms and related expenditures arising out of the alleged misuse and abuse of Products, non-exclusive examples of which are described in the documents listed on **Exhibit B**, that have allegedly arisen as a result of the physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, death, and other related diseases and disorders, and that have allegedly been caused by the Released Entities.
- D. “*Allocated Amount*” means the portion of Opioid Remediation Funds that a Subdivision will receive pursuant to the Plan of Allocation if it becomes a Participating Subdivision.
- E. “*Attorneys’ Fees and Expenses*” means payment to plaintiffs’ counsel of attorneys’ fees and reimbursable costs and charges (including expert and consulting fees) and includes the common benefit obligations due under the MDL Court’s common benefit-related orders. Attorneys’ Fees and Expenses shall be paid from the Settlement Funds pursuant to the provisions of Section VI.B.1.c. and Section VIII. of this Agreement.
- F. “*Claim(s)*” means any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, *parens patriae* claim, promise, performance, warranty, omission, or grievance of any nature whatsoever,

whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including, but not limited to, any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, abatement, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.

- G. “*Claim-Over*” means a Claim asserted by a Non-Released Entity against a Released Entity on the basis of contribution, indemnity, or other claim-over on any theory relating to a Non-Party Covered Conduct Claim asserted by a Releasor.
- H. “*Compensatory Restitution Amount*” means the aggregate amount paid by the Remnant Defendants hereunder other than amounts paid as attorneys’ fees and costs or identified pursuant to Section VII.A.2. as being used to pay attorney’s fees, investigation costs or litigation costs. For purposes of Section VI. and Section X.V., each Remnant Defendant’s portion of the Compensatory Restitution Amount shall be the portion of the Opioid Remediation Fund equal to the portion of the Pooled Settlement Amount that the Remnant Defendant contributed.
- I. “*Consent Judgment*” means the judgment that the Settling Parties will mutually agree to and submit to the MDL Court for entry pursuant to Section IV.E.
- J. “*Covered Conduct*” means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever, occurring at any time up to and including the Effective Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity, occurring at any time up to and including the Effective Date) arising from or relating to (1) compounding, counseling and documentation relating to any Product or class of Products; (2) the discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, distribution, delivery, monitoring, reporting, supply, sale, prescribing, dispensing, physical security, warehousing, use or abuse of, or operating procedures relating to, any Product, or any system, plan, policy or advocacy relating to any Product or class of Products, including, but not limited to, any unbranded promotion, marketing, programs, or campaigns relating to any Product or class of Products; (3) the characteristics, properties, risks, or benefits of any Product; (4) the reporting, disclosure, non-reporting or nondisclosure to federal, state or other regulators of orders placed by

or with any Released Entity; or (5) diversion control programs or suspicious order monitoring.

- K. “*Designated Subdivision*” means the Subdivision designated in writing by Plaintiffs’ Settlement Counsel to undertake the acts and obligations provided for in Section X.V.
- L. “*Effective Date*” means the date that the Consent Judgment entered by the MDL Court pursuant to Section IV.E. becomes a Final Judgment.
- M. “*Final Judgment*” means the Consent Judgment when it has become final and non-appealable. The Consent Judgment shall be deemed to be the Final Judgment on (a) the day following the expiration of the deadline for appealing the entry by the MDL Court of the Consent Judgment (or for appealing any ruling on a timely motion for reconsideration of such Consent Judgment, whichever is later), if no such appeal is filed; or (b) if an appeal of the Consent Judgment is filed (i) the date upon which all appellate courts with jurisdiction (including the United States Supreme Court by petition for certiorari) affirm such Consent Judgment, or deny any such appeal or petition for certiorari, such that no further appeal is possible, or (ii) if no appeal is filed from the appellate court decision obtained pursuant to clause (i), the day following the expiration of the deadline for filing a petition for certiorari to the United States Supreme Court. Any appeal or other proceeding pertaining solely to any order adopting or approving a Plan of Allocation and/or to any order issued with respect to an application for Attorneys’ Fees and Expenses consistent with this Agreement shall not in any way delay or preclude the Consent Judgment from becoming Final, *provided* that any such appeal or proceeding has no impact on any other aspect of the Settlement or this Agreement.
- N. “*Later Litigating Subdivision*” means any Subdivision, regardless of its population, in any state, that first files a lawsuit bringing a Released Claim against a Released Entity after the Preliminary Agreement Date.
- O. “*Litigating Subdivision*” means (1) any (a) General Purpose Government (including, but not limited to, a municipality, county, county subdivision, city, town, township, parish, village, borough, gore, or any other entities that provide municipal-type government), School District, or Special District within a State; and (b) any other subdivision or subdivision official or sub-entity of or located within a State (whether political, geographical or otherwise, whether functioning or non-functioning, regardless of population overlap, and including, but not limited to, Nonfunctioning Governmental Units and public institutions);<sup>1</sup> (2) that

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<sup>1</sup> “General Purpose Government,” “School District,” and “Special District” shall correspond to the “five basic types of local governments” recognized by the U.S. Census Bureau and match the 2017 list of Governmental Units. The three (3) General Purpose Governments are county, municipal, and township governments; the two (2) special purpose governments are School Districts and Special Districts. “Fire District,” “Health District,” “Hospital District,” and “Library District” shall correspond to categories of Special Districts recognized by the U.S. Census Bureau. References to a State’s Subdivisions or to a Subdivision “in,” “of,” or “within” a State include Subdivisions

has brought any lawsuit, including but not limited to lawsuits filed in state court or federal court including those centralized in MDL 2804 or MDL 2996, prior to the Preliminary Agreement Date; in a direct, *parens patriae*, or any other capacity; against any defendant; that alleges or seeks to recover for harms allegedly caused by Covered Conduct. **Exhibit C** is an agreed list of all Litigating Subdivisions. **Exhibit C** will be updated (including with any corrections) periodically, and a final version of **Exhibit C** will be attached hereto as of the Reference Date.

- P. “*MDL Court*” means the United States District Court for the Northern District of Ohio Eastern Division, Case No. 1:17-md-2804, Judge Dan Aaron Polster, or his duly-appointed successor.
- Q. “*Non-Litigating Subdivision*” means a Subdivision that is not a Litigating Subdivision.
- R. “*Non-Participating Subdivision*” means any Subdivision that is not a Participating Subdivision.
- S. “*Non-Party Covered Conduct Claim*” means a Claim against any Non-Released Entity involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity).
- T. “*Non-Party Settlement*” means a settlement by any Releasor that settles any Non-Party Covered Conduct Claim and includes a release of any Non-Released Entity.
- U. “*Non-Released Entity*” means an entity that is not a Released Entity.
- V. “*Notice*” means the notice advising Subdivisions of their rights with respect to this Settlement Agreement in accordance with Section IV.B.
- W. “*Notice and Administrative Costs*” means the reasonable sum of money to be paid out of the Settlement Funds for Notice and related administrative costs, including escrow fees, Taxes, or Tax Expenses. For purposes of calculating a Remnant Defendant’s portion of the Settlement Fund or Opioid Remediation Fund under Section VI. and Section X.V., the Notice and Administrative Costs will be deemed to be divided and paid equally by the Remnant Defendants except as provided in Section I.YY. and Section I.AA.
- X. “*Notice and Claims Administrator*” means the notice and claims administrator(s) to be selected by Plaintiffs’ Settlement Counsel with the consent of the Remnant Defendants.

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located within the State even if they are not formally or legally a sub-entity of the State; *provided, however*, that a “Health District” that includes any of the following words or phrases in its name shall not be considered a Subdivision: mosquito, pest, insect, spray, vector, animal, air quality, air pollution, clean air, coastal water, tuberculosis, and sanitary.

- Y. “*Opioid Remediation*” means care, treatment, and other programs and expenditures (including reimbursement for past such programs or expenditures except where this Agreement restricts the use of funds solely to future Opioid Remediation) designed to (1) address the misuse and abuse of Products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of the opioid abuse crisis, including on those injured as a result of the opioid abuse crisis. **Exhibit D** provides a non-exhaustive list of expenditures that qualify as being paid for Opioid Remediation.<sup>2</sup>
- Z. “*Opioid Remediation Fund*” means the component of the Settlement Funds described in Section VI.C.
- AA. “*Opioid Remediation Funds*” means the Settlement Funds, less the payments set forth in Section VI.B.1.
- BB. “*Participating Subdivision*” means a Subdivision that meets the requirements for becoming a Participating Subdivision under Section IV.C.
- CC. “*Participation Report*” means the list of Subdivisions that returned a fully executed Subdivision Settlement Participation Form by the Subdivision Settlement Participation Form Submission Deadline created by the Notice and Claims Administrator.
- DD. “*Plaintiffs’ Settlement Counsel*” means the MDL 2804 Co-Lead Counsel, Liaison Counsel, and members of the MDL Court-appointed Settlement Negotiating Committee.
- EE. “*Plan of Allocation*” means the plan or formula of allocation of the Opioid Remediation Fund set forth in **Exhibit E** that a Subdivision will receive pursuant to Section VI.C, if it becomes a Participating Subdivision. For the avoidance of doubt and notwithstanding any other provision in this Agreement, no Non-Participating Subdivision will receive any amount from the Settlement Fund, regardless of whether such Subdivision is included on **Exhibit E**.
- FF. “*Pooled Settlement Amount*” means \$97,625,000.00.
- GG. “*Preliminary Agreement Date*” means the date this Agreement is fully executed and fully executed copies of this Agreement have been delivered to counsel for all Remnant Defendants and Plaintiffs’ Settlement Counsel.
- HH. “*Product*” means any chemical substance, whether used for medicinal or nonmedicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is: (1) an opioid or opiate, as well as any product containing any such substance; (2) a benzodiazepine, carisoprodol, or gabapentin; or (3) a combination or “cocktail” of

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<sup>2</sup> Opioid Remediation includes amounts paid to satisfy any future demand by another governmental entity to make a required reimbursement in connection with the past care and treatment of a person related to the Alleged Harms.

chemical substances prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. “Product” shall include, but is not limited to, any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triazolam, temazepam, midazolam, carisoprodol, gabapentin, or any variant of these substances or any similar substance.

- II. “*Reference Date*” means the date by which each Remnant Defendant must inform the Plaintiffs’ Settlement Counsel of its determination whether the condition in Section IV.D.1. has been satisfied. The Reference Date shall be thirty (30) days after counsel for Remnant Defendants receive the Participation Report, unless it is extended by written agreement of the Remnant Defendants and Plaintiffs’ Settlement Counsel.
- JJ. “*Related Agreements*” means the related but individual agreements between each Remnant Defendant and Plaintiffs’ Settlement Counsel, on behalf of all Participating Subdivisions, setting forth each Remnant Defendant’s share of the Pooled Settlement Amount.
- KK. “*Released Claims*” means any and all Claims, including Unknown Claims, that directly or indirectly are based on, arise out of, or in any way relate to or concern Covered Conduct occurring prior to the Effective Date. Without limiting the foregoing, Released Claims include any Claims that have been, are, or could be asserted against one or more Released Entities by any Participating Subdivision or Releasor in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) directly or indirectly based on, arising out of, or relating to, in whole or in part, Covered Conduct (whether or not such Releasor has brought such action or proceeding). Released Claims also include all Claims against Released Entities asserted in any proceeding to be dismissed pursuant to this Agreement, whether or not such claims relate to Covered Conduct. The Settling Parties intend that this term be interpreted broadly. For the avoidance of doubt, Released Claims do not include Claims of private individuals. It is the intent of the Parties that Claims by private individuals be treated in accordance with applicable law. Released Claims is also used herein to describe claims brought by a non-party Subdivision that would have been Released Claims if they had been brought by a Releasor against a Released Entity.
- LL. “*Released Entities*” means, with respect to Released Claims, the Remnant Defendants and:
1. all past and present subsidiaries, divisions, predecessors, successors, and assigns (in each case, whether direct or indirect) of each Remnant Defendant;

2. all past and present subsidiaries and divisions (in each case, whether direct or indirect) of any entity described in subsection (1);
3. the respective past and present officers, directors, members, trustees, and employees of any of the foregoing (each for actions that occurred during and related to their work for, affiliation or employment with, any of the Remnant Defendants or the foregoing entities);
4. all past and present joint ventures (whether direct or indirect) of each Remnant Defendant or its subsidiaries, including in any Remnant Defendant's or its subsidiary's capacity as a participating member in such joint venture;
5. all direct or indirect parents and shareholders of the Remnant Defendants (solely in their capacity as parents or shareholders of the applicable Remnant Defendant with respect to Covered Conduct); and
6. any insurer of any Remnant Defendant or any person or entity otherwise described in subsections (1)-(5) (solely in its role as insurer of such person or entity and subject to the last sentence of Section IX.B.2.).

An illustrative list of joint ventures, subsidiaries and affiliates and predecessor entities for each Remnant Defendant is set forth in **Exhibit F**. Any person or entity described in subsections (3)-(6) shall be a Released Entity solely in the capacity described in such clauses and shall not be a Released Entity with respect to its conduct in any other capacity. With respect to joint ventures (including predecessor entities), only entities listed on **Exhibit F** are Released Entities. Current or former Defendants in In re: National Prescription Opiate Litigation, No. 1: 17-md-2804 (N.D. Ohio) ("MDL") or in other pending litigation asserting a Claim for Covered Conduct not identified in **Exhibit F** are not considered Released Entities, provided, however, that any Remnant Defendant entities that fall within clauses (1)-(5) above against whom Released Claims are brought in the MDL on or after the Preliminary Agreement Date shall be considered Released Entities even if not listed on **Exhibit F**. For the avoidance of doubt, any entity acquired, or joint venture entered into, by a Remnant Defendant after the Effective Date is not a Released Entity.

- MM. "*Releasers*" means, with respect to Released Claims, (1) each Participating Subdivision and, (2) without limitation and to the maximum extent of the power of each Participating Subdivision to release Claims, (a) the Participating Subdivision's departments, agencies, divisions, boards, commissions, subdivisions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity, whether elected or appointed to serve any of the foregoing, and any agency, person, or other entity claiming by or through any of the foregoing, and (b) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with

respect to a Participating Subdivision, whether or not any of them participate in this Agreement. The inclusion of a specific reference to a type of entity in this definition shall not be construed as meaning that the entity is not a Participating Subdivision. In addition to being a Releasor as provided herein, a Participating Subdivision shall also provide the Subdivision Settlement Participation Form referenced in Section IV.C. providing for a release to the fullest extent of the Participating Subdivision's authority.

- NN. “*Remnant Defendants*” means Associated Pharmacies, Inc., American Associated Pharmacies, J M Smith Corporation, Louisiana Wholesale Drug Company, Inc., Morris & Dickson Co., North Carolina Mutual Wholesale Drug Company, Inc., United Natural Foods, Inc. (including without limitation its direct and indirect subsidiaries SuperValu, Inc., Advantage Logistics Southwest, Inc., Advantage Logistics USA West, L.L.C., Advantage Logistics USA East, L.L.C., and UNFI Distribution Company, LLC) collectively, and all their past and present subsidiaries (excluding, in the case of United Natural Foods, Inc., New Albertsons, Inc. (a former subsidiary of SuperValu, Inc.)), divisions, predecessors, successors, and assigns (in each case, whether direct or indirect). Each individually is a “Remnant Defendant.” For the avoidance of doubt, nothing in this Agreement releases or is intended to release Albertsons Companies, Inc. or any of its subsidiaries.
- OO. “*Settlement*” means the settlement of the Released Claims between the Settling Parties on the terms and conditions set forth in this Agreement.
- PP. “*Settlement Fund*” means the interest-bearing account to be established and controlled by the Settlement Fund Administrator as set forth in Section III.
- QQ. “*Settlement Funds*” means the Pooled Settlement Amount plus any interest that may accrue on the Pooled Settlement Amount from the date the Remnant Defendants pay the Pooled Settlement Amount in the Settlement Fund or any portion thereof.
- RR. “*Settlement Fund Administrator*” means the agent to be selected as set forth in Section III.D.
- SS. “*Settlement Participation Form Submission Deadline*” means sixty (60) days after the Preliminary Agreement Date, unless it is extended by written agreement of the Remnant Defendants and Plaintiffs’ Settlement Counsel.
- TT. “*Settling Parties*” means, collectively, the Participating Subdivisions and Remnant Defendants.
- UU. “*State*” means any state of the United States of America including their respective agencies, departments, and instrumentalities.
- VV. “*State-Subdivision Agreement*” means an agreement that a State reaches with the Subdivisions in that State regarding the allocation, distribution, and/or use of

funds allocated to its Subdivisions under this Agreement. Preexisting agreements addressing funds other than those allocated pursuant to this Agreement shall qualify if adopted pursuant to the terms of a national opioid settlement or by statute.

- WW. “*Subdivisions*” means (1) all formal and legally recognized sub-entities and sub-entity officials (acting in an official capacity on behalf of a sub-entity) of a State that have a population of 30,000 or more (as recognized in the most recent U.S. Census), (2) all Litigating Subdivisions, and, for the avoidance of doubt, (3) all plaintiffs listed on Exhibit A. For the avoidance of doubt, “Subdivisions” includes sub-entities and sub-entity officials that meet the above criteria, and that provide general governance for a defined area, including a county, parish, city, town, village, or similar entity. Unless otherwise specified, “Subdivisions” includes all functional counties and parishes and other functional levels of sub-entities of a State that provide general governance for a defined area, as well as all Special Districts and historic, non-functioning sub-entities that are also Litigating Subdivisions.
- XX. “*Subdivision Settlement Participation Form*” means the document or online form, in the form attached as **Exhibit G** to this Agreement, that Participating Subdivisions must execute and return to the Claims Administrator to participate in the Settlement and receive a payment pursuant to this Agreement and the Plan of Allocation, and which shall (1) make such Participating Subdivisions signatories to this Agreement, (2) include a full and complete release of any and all of such Subdivision’s claims, and (3) require the prompt dismissal with prejudice of any Released Claims that have been filed by any such Participating Subdivisions.
- YY. “*Taxes*” means taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the Settlement Fund, including, without limitation, any taxes or tax detriments that may be imposed upon the Remnant Defendants, their counsel, or any Released Entity with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a qualified settlement fund for federal or state income tax purposes. For purposes of calculating a Remnant Defendant’s portion of the Settlement Fund or Opioid Remediation Fund under Section VI. and Section X.V., Taxes will be deemed to be divided and paid by the Remnant Defendants in proportion to the amounts they contributed to the Pooled Settlement Amount.
- ZZ. “*Tax Expense*” means all expenses and costs incurred in connection with the operation and implementation of Section III., including, without limitation, expenses of tax attorneys and/or accountants (including the Settlement Fund Administrator) and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in Section III.E. For purposes of calculating a Remnant Defendant’s portion of the Settlement Fund or Opioid Remediation Fund under Section VI. and Section X.V., the Tax Expense will be deemed to be divided and paid equally by all Remnant Defendants.

- AAA. “*Termination Refund*” means the amount of the Settlement Funds to be returned to a Remnant Defendant that elects to terminate this Agreement pursuant to Section V.C. The Termination Refund shall be the portion of the Settlement Fund equal to the portion of the Pooled Settlement Amount contributed by the Remnant Defendant, plus all interest and/or earnings thereon, less its portion of any Notice and Administrative Costs, including any Taxes or Tax Expenses, that have been paid, incurred, or are due and owing as of the date the notice of termination is given.
- BBB. “*Unknown Claims*” means any Released Claim that a Participating Subdivision or Releasor does not know or suspect to exist in their favor at the time of the release of the Released Entities that, if known by them, might have affected their settlement with and release of the Released Entities.

## II. Representations and Warranties

A. **Plaintiffs’ Settlement Counsel’s Representations and Warranties.** Plaintiffs’ Settlement Counsel represents and warrants to the Remnant Defendants as follows:

1. Plaintiffs’ Settlement Counsel believes the Settlement is fair, reasonable, adequate, and beneficial to the Subdivisions and that participation in the Settlement would be in their best interests.
2. Because Plaintiffs’ Settlement Counsel believes that the Settlement is in the best interests of the Subdivisions, Plaintiffs’ Settlement Counsel will use their best reasonable efforts to encourage and assist the Subdivisions to participate in this Settlement.

B. **Participating Subdivisions’ Representations and Warranties.** By electing to become a party to this Agreement, each Participating Subdivision represents and warrants to the Remnant Defendants as follows:

1. each Participating Subdivision has received legal advice from its attorneys regarding the advisability of entering into this Agreement and the legal consequences of this Agreement;
2. each Participating Subdivision is not relying on any statement, representation, omission, inducement, or promise by Remnant Defendants, except those expressly stated in this Agreement;
3. each Participating Subdivision has, with the assistance of its attorneys, investigated the law and facts pertaining to the Released Claims and the Settlement;
4. each Participating Subdivision has carefully read, and knows and understands, the full contents of this Agreement and is voluntarily entering into this Agreement after having consulted with its attorneys;

5. each Participating Subdivision has all necessary authority to enter into this Agreement and release all Released Claims on behalf of itself and all other entities that are Releasers by virtue of their relationship or association with it;
6. each Participating Subdivision has authorized the execution and performance of its Participation Agreement, and has authorized the person signing this Agreement on its behalf to do so;
7. upon execution of its respective Participation Agreement, each Participating Subdivision accepts, agrees to, and ratifies the terms of this Agreement; and
8. no portion of any relief under this Agreement to which any of the Participating Subdivisions may be entitled has been assigned, transferred, or conveyed by or for any of the Participating Subdivisions to any other person or entity.

C. **Remnant Defendants' Representations and Warranties.** Remnant Defendants represent and warrant to Participating Subdivisions as follows:

1. each of the Remnant Defendants has received legal advice from its attorneys regarding the advisability of entering into this Agreement and the legal consequences of this Agreement;
2. none of the Remnant Defendants is relying on any statement, representation, omission, inducement, or promise by Plaintiffs' Settlement Counsel or any Subdivision, except those expressly stated in this Agreement;
3. each of the Remnant Defendants, with the assistance of its attorneys, has investigated the law and facts pertaining to the Released Claims and the Settlement;
4. each of the Remnant Defendants has carefully read, and knows and understands, the full contents of this Agreement and is voluntarily entering into this Agreement after having consulted with its attorneys; and
5. each of the Remnant Defendants has all necessary authority to enter into this Agreement, has authorized the execution and performance of this Agreement, and has authorized the person signing this Agreement on its behalf to do so.

### III. Settlement Fund

A. **Settlement Payment.** The Remnant Defendants shall pay into the Settlement Fund the Pooled Settlement Amount in consideration of the covenants, agreements, and releases

set forth in this Agreement. The Pooled Settlement Amount shall be allocated and used only as specified in Section VII.

1. Payments of the Pooled Settlement Amount to the Settlement Fund will be allocated among the Remnant Defendants in accordance with each Remnant Defendant's agreed portion as separately negotiated and agreed to by each Remnant Defendant with Plaintiffs' Settlement Counsel in the Related Agreements. A Remnant Defendant's sole responsibility for payments under this Agreement and any related agreements (including without limitation the Fee Agreement attached hereto as **Exhibit H**) shall be to pay its respective portion of the Pooled Settlement Amount. The obligations of the Remnant Defendants in this Agreement are several and not joint. No Remnant Defendant shall be responsible for any portion of another Remnant Defendant's share.
2. The Remnant Defendants shall pay into the Settlement Fund by wire transfer their respective portion of the Pooled Settlement Amount within forty-five (45) days of the later of (1) receipt of a fully executed copy of this Settlement Agreement, or (2) the Remnant Defendants' receipt of the information and instructions required to effectuate the wire transfer.
3. The Settlement Funds will be held in escrow in the Settlement Fund until the Effective Date. If the Effective Date does not occur as to one or more Remnant Defendants, the Settlement Fund Administrator will return to each Remnant Defendant for which the Effective Date did not occur, its portion of the Pooled Settlement Amount with accrued interest less that Remnant Defendant's portion of (1) any Notice and Administrative Costs incurred, and (2) any Taxes and Tax Expense due or becoming due.
4. Upon the occurrence of the Effective Date, the Pooled Settlement Amount shall not be subject to reduction and no funds may be returned to any Remnant Defendant, except as otherwise provided in this Agreement.

**B. Nature of Payment.** Each of the Remnant Defendants and Participating Subdivisions acknowledges and agrees that notwithstanding anything to the contrary in this Agreement, including but not limited to, the scope of the Released Claims:

1. It has entered into this Agreement to avoid the delay, expense, inconvenience, and uncertainty of further litigation;
2. (a) The Participating Subdivisions sought compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) as damages for the Alleged Harms allegedly suffered by the Participating Subdivisions; (b) the Compensatory Restitution Amount is no greater than the amount, in the aggregate, of the Alleged Harms allegedly suffered by the Participating Subdivisions; and (c) the portion of the Compensatory Restitution Amount received by each Participating Subdivision is no greater than the amount

of the Alleged Harms allegedly suffered by such Participating Subdivision;

3. The payment of the Compensatory Restitution Amount by the Remnant Defendants constitutes, and is paid for, compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) for alleged damage or harm (as compensation for alleged damage or harm arising out of and/or because of alleged bodily injury) allegedly caused by the Remnant Defendants;
4. The Compensatory Restitution Amount is being paid as compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) in order to restore, in whole or in part, the Participating Subdivisions to the same position or condition that they would be in had the Participating Subdivisions not suffered the Alleged Harms; and
5. For the avoidance of doubt: (a) no portion of the Compensatory Restitution Amount represents reimbursement to any Participating Subdivision or other person or entity for the costs of any investigation or litigation, (b) the entire Compensatory Restitution Amount is properly characterized as described in Section III.B., and (c) no portion of the Compensatory Restitution Amount constitutes disgorgement or is properly characterized as the payment of statutory or other fines, penalties, multiple or treble damages, punitive damages, or other punitive assessments.

C. **No Other Payments.** Other than payment under Section III.A. of this Agreement, the Remnant Defendants shall have no obligations to make any further or additional payment of any sort or kind in connection with this Agreement or the Settlement.

D. **The Settlement Fund and Administrator.**

1. Plaintiffs' Settlement Counsel shall arrange for the Settlement Fund to be established at Huntington Bank, with Law Office of Joseph C. Tann, PLLC and Winbridge Partners, LLC serving as the Settlement Fund Administrator subject to an escrow agreement mutually acceptable to Plaintiffs' Settlement Counsel and Remnant Defendants, and such escrow to be administered under the MDL Court's continuing supervision and control. The Settlement Fund Administrator will act as an independent and neutral third party in the performance of its functions including administering and disbursing funds from the Settlement Fund and the Opioid Remediation Fund. To the extent that there is any ambiguity or inconsistency when this Agreement and the escrow agreement are read together, the terms of this Agreement shall control.
2. The Settlement Fund Administrator shall invest the Pooled Settlement Amount deposited pursuant to Section III.A. in U.S. agency or treasury securities or other instruments backed by the full faith and credit of the U.S. government or an agency thereof, or fully insured by the U.S.

government or an agency thereof and shall reinvest the proceeds of these instruments as they mature in similar instruments at their then-current market rates; *provided, however*, that the Settlement Fund Administrator will not invest in any instruments that a “*qualified settlement fund*,” within the meaning of Treas. Reg. § 1.468B-1, *et seq.*, is not permitted to invest in, pursuant to the Treasury regulations, or any modification in Internal Revenue Service (“*IRS*”) guidelines, whether set forth in IRS rulings, other IRS pronouncements or otherwise. All risks related to the investment of the Settlement Funds shall be borne by the Settlement Fund, and any losses in the Settlement Fund shall be borne by the Settlement Fund and shall not be recoverable from the Remnant Defendants. The Remnant Defendants shall have no responsibility for, interest in, or liability whatsoever with respect to the investment decisions or the actions of the Settlement Fund Administrator or any transactions executed by the Settlement Fund Administrator related to the investment of the Settlement Funds.

3. The Settlement Fund Administrator shall not, and Plaintiffs’ Settlement Counsel shall not instruct the Settlement Fund Administrator to, disburse the Settlement Funds, except as provided in this Agreement or by order of the MDL Court. For the avoidance of doubt, the Settlement Fund Administrator is authorized, and Plaintiffs’ Settlement Counsel is authorized to instruct the Settlement Fund Administrator, to execute such transactions as are consistent with the terms of this Agreement or as directed by the MDL Court, including but not limited to execute transactions prior to the Effective Date to enable payment of Notice and Administrative Costs as incurred.
4. All funds held in the Settlement Fund shall be deemed and considered to be *in custodia legis* of the MDL Court, and shall remain subject to the jurisdiction of the MDL Court, until such time as such funds are distributed pursuant to this Agreement and/or further order(s) of the MDL Court.

**E. Taxes.**

1. The Settlement Fund shall be, and shall be treated by the Settling Parties and the Settlement Fund Administrator as being at all times, a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1 (and corresponding or similar provisions of state, local, or foreign law, as applicable), and the MDL Court shall have continuing jurisdiction over the Settlement Fund, pursuant to Treas. Reg. § 1.468B-1(c)(1), and over the Settlement Fund Administrator as its administrator. The Settlement Fund Administrator shall not take any action or tax position inconsistent with such treatment. In addition, the Settlement Fund Administrator shall timely make such elections as necessary or advisable and do all things necessary to carry out the provisions of this Section III., and shall, in any

event, make any available “*relation-back election*” (as defined in Treas. Reg. § 1.468B-1(j)(2) (and corresponding or similar elections under state, local, or foreign law, as applicable)), back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Settlement Fund Administrator to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur. The Settling Parties agree to take any other reasonable actions as shall be necessary to ensure that the Settlement Fund qualifies as a qualified settlement fund for federal and state income tax purposes including but not limited to requesting the MDL Court to formally (i) approve the Settlement Fund as a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1, and (ii) confirm its continuing jurisdiction over the Settlement Fund and the Opioid Remediation Fund. Notwithstanding anything in this Agreement to the contrary, the Settlement Fund Administrator shall not on behalf of or in connection with the Settlement Fund request a private letter ruling, technical advice memorandum or any other ruling or guidance from the Internal Revenue Service or any other taxing authority on any matter without consulting with and obtaining the prior written consent of each Remnant Defendant.

2. For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. § 1.468B-2(k)(3) (and any corresponding or similar provisions of state, local or foreign law, as applicable), the qualified settlement fund “administrator” shall be the Law Office of Joseph C. Tann, PLLC and Winbridge Partners, LLC. Plaintiffs’ Settlement Counsel shall cooperate with and cause the Settlement Fund Administrator to, and the Settlement Fund Administrator shall satisfy the administrative requirements imposed by Treas. Reg. § 1.468B-2 (and any similar provisions of state, local or foreign law, as applicable) by, for example: (i) obtaining employer identification numbers and providing the same in an IRS Form W-9 to the Remnant Defendants; (ii) satisfying any information reporting or withholding requirements imposed with respect to the Settlement Fund, including with respect to any distributions from the Settlement Fund; (iii) timely and properly filing or causing to be filed all informational and other tax returns or filings necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. § 1.468B-2(k)) and paying any taxes reported thereon; (iv) sending copies of all such tax returns and filings to the Remnant Defendants; and (v) providing instructions for the release of sufficient funds from the Settlement Fund to pay all Taxes owed by the Settlement Fund in accordance with Section III. and Treas. Reg. § 1.468B-2 and any applicable state, local or other tax laws. Such returns, as well as the relation-back election described in Section III.E.1., shall be consistent with the provisions of this Section III.E.2. and in all events shall reflect that all Taxes as defined in Section I.YY. on the income earned by the

Settlement Fund shall be paid out of the Settlement Funds as provided in Section III.E.3. Each Released Entity shall provide to the administrator and the IRS the statement described in Treas. Reg. § 1.468B-3(e)(2) no later than February 15th of the year following each calendar year in which such Released Entity made its transfer to the Settlement Fund. The Released Entities shall have no responsibility or liability for the Settlement Fund's tax returns or other filings.

3. The following shall be paid out of the Settlement Funds: (i) all Taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the Settlement Fund, including, without limitation, any taxes or tax detriments that may be imposed upon the Remnant Defendants, their counsel, or any Released Entity with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a qualified settlement fund for federal or state income tax purposes (collectively, "*Taxes*"), and (ii) all Tax Expenses. In all events, neither the Remnant Defendants nor any other Released Entity nor their counsel shall have any liability or responsibility for any Taxes or Tax Expenses. With funds from the Settlement Fund, the Settlement Fund Administrator shall indemnify and hold harmless the Remnant Defendants and any other Released Entity and their counsel for all Taxes and Tax Expenses (including, without limitation, Taxes payable by reason of any such indemnification). Further, all Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall timely be paid by the Settlement Fund Administrator out of the Settlement Funds without prior order from the MDL Court. The Settlement Fund Administrator shall be obligated (notwithstanding anything herein to the contrary) to withhold from any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(1)(2)) (and any corresponding or similar provisions of state, local or foreign law, as applicable). Neither the Remnant Defendants nor any Released Entity nor their counsel is responsible therefor, nor shall they have any liability therefor. The Settling Parties agree to cooperate with the Settlement Fund Administrator, each other, their tax attorneys, and their accountants to the extent reasonably necessary to carry out the provisions of this Section III.E.3, and with respect to any tax claim, dispute, investigation, audit, examination, contest, litigation, or other proceeding relating to this Agreement.

#### **IV. Implementing the Agreement**

A. **Stay.** Following the Preliminary Agreement Date, Plaintiffs' Settlement Counsel and Remnant Defendants shall promptly jointly inform the MDL Court and jointly undertake reasonable best efforts to stay the Actions as to the Remnant Defendants.

**B. Notice to the Subdivisions.** No later than seven (7) calendar days after the Preliminary Agreement Date, the Notice and Claims Administrator shall send individual written Notice of the opportunity to participate in this Agreement and the requirements of participation to all Subdivisions. The form and manner of Notice agreed upon by the Parties shall be provided by the Notice and Claims Administrator to the Subdivisions. The notice shall include a Subdivision Settlement Participation Form and shall provide prominent notice of the Subdivision Settlement Participation Form Submission Deadline. Nothing contained herein shall preclude Plaintiffs' Settlement Counsel from providing further notice to or otherwise contacting any Subdivision about becoming a Participating Subdivision, including beginning any of the activities described in this paragraph prior to the Preliminary Agreement Date.

**C. Participation by Subdivisions.**

1. A Subdivision may become a Participating Subdivision by returning an executed Subdivision Settlement Participation Form to the Notice and Claims Administrator specifying (1) that the Subdivision agrees to the terms of this Agreement, (2) that the Subdivision releases all Released Claims against all Released Entities, (3) that the Subdivision agrees to use monies it receives from the Opioid Remediation Fund, if any, pursuant to the applicable requirements of Section VII., *provided, however*, that Non-Litigating Subdivisions may only use monies originating from the Opioid Remediation Fund for purposes that qualify as Opioid Remediation, and (4) the Subdivision submits to the jurisdiction of the MDL Court for purposes limited to the MDL Court's role under this Agreement. The required Subdivision Settlement Participation Form is attached as **Exhibit G.**
2. The eligibility of entities that submit Subdivision Settlement Participation Forms to participate in the Settlement as Participating Subdivisions will be subject to confirmation by the Notice and Claims Administrator.
3. Subdivision Settlement Participation Forms shall be deemed valid only for the entity named in the request.
4. Subdivision Settlement Participation Forms shall be deemed timely if received by the Notice and Claims Administrator no later than the Subdivision Settlement Participation Form Submission Deadline, or otherwise as agreed in writing by Plaintiffs' Settlement Counsel and the Remnant Defendants.
5. A Subdivision that has not submitted a Settlement Participation Form, and is thus a Non-Participating Subdivision, shall not directly receive any portion of the Opioid Remediation Funds. The Remnant Defendants reserve all of their legal rights and defenses with respect to Non-Participating Subdivisions.

6. Within ten (10) calendar days of the Subdivision Settlement Participation Form Submission Deadline, as extended by written agreement, the Notice and Claims Administrator shall deliver to Plaintiffs' Settlement Counsel and Remnant Defendants the Participation Report.
7. Within fifteen (15) calendar days of delivering the Participation Report, the Notice and Claims Administrator shall deliver to Remnant Defendants copies of all Subdivision Settlement Participation Forms.

**D. Notice by Remnant Defendants.**

1. After receiving the Participation Report, each Remnant Defendant will individually determine on or before the Reference Date whether there is sufficient Subdivision participation and sufficient resolution or dismissal of the Claims of the Litigating Subdivisions to proceed with this Agreement. The determination shall be in the sole discretion of the Remnant Defendant and may be based on any criteria or factors deemed relevant by the Remnant Defendant.
2. On or before the Reference Date, each Remnant Defendant shall inform Plaintiffs' Settlement Counsel of its determination pursuant to Section IV.D.1. If one or more Remnant Defendants determine to proceed, those Parties will proceed to file the motion for a Consent Judgment and the obligations in the Subdivision Settlement Participation Form will become effective and binding as of the Effective Date. If one or more Remnant Defendants determine not to proceed, those Remnant Defendants shall serve notice of their decision to terminate this Agreement as to them only in accordance with Section V.C.

**E. Entry of Consent Judgment.**

1. Within fourteen (14) days after the Reference Date (or the next business day thereafter), the Settling Parties shall submit an appropriate motion to the MDL Court reporting upon the Settlement as specified herein, including the Participation Report, and jointly requesting that the MDL Court:
  - a. enter a final consent judgment dismissing the Actions coordinated under MDL No. 2804 with prejudice as to the Remnant Defendants and, except as provided for in this Agreement, without costs or attorneys' fees;
  - b. direct Participating Subdivisions to dismiss the other Actions not coordinated under MDL No. 2804 with prejudice as to the Remnant Defendants and, except as provided for in this Agreement, without costs or attorneys' fees;

- c. discharge and release the Released Entities from all Released Claims;
  - d. permanently bar and enjoin the institution and prosecution by Participating Subdivisions of any other action against the Released Entities in any forum asserting any claims related in any way to the Released Claims;
  - e. reserve and continue exclusive jurisdiction over the Settlement, including the Settlement Fund, Opioid Remediation Fund, the Settlement Fund Administrator, the Notice and Claims Administrator, and all future proceedings concerning the administration, consummation, and enforcement of this Agreement;
  - f. determine pursuant to Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and direct entry of a final judgment as to the Participating Subdivisions and the Remnant Defendants; and
  - g. confirm such other and further provisions consistent with the terms of this Agreement to which the Settling Parties expressly consent in writing.
- 2. In connection with the filing of the motion for a Consent Judgment, Plaintiffs' Settlement Counsel will also request that the MDL Court approve the proposed Plan of Allocation, as altered by subsequent agreement, if any, pursuant to Section VII.B.3, and apply the MDL Court's prior common benefit Orders to the Settlement Funds.
  - 3. Participating Subdivisions shall be subject to and bound by the provisions of this Agreement, the releases contained herein, and the Final Judgment.

**V. Conditions of Settlement; Effect of Disapproval, Cancellation, or Termination**

**A. Occurrence of Effective Date.**

- 1. Upon the Effective Date, any and all remaining interest or right of the Remnant Defendants that have elected to proceed with the Settlement, in or to the Settlement Funds, if any, shall be absolutely and forever extinguished except as provided by this Agreement, and the Settlement Funds (less any Notice and Administrative Costs, Taxes, Tax Expenses, or Attorneys' Fees and Expenses paid) shall be transferred from the Settlement Fund to the Opioid Remediation Fund, and from the Settlement Fund Administrator to the Notice and Claims Administrator as successor Settlement Fund Administrator, within ten (10) business days of the Notice and Claims Administrator notifying Plaintiffs' Settlement Counsel

it is ready to distribute the Opioid Remediation Funds, which must be after the Effective Date.

2. Upon the Effective Date, the Participating Subdivisions shall dismiss the Actions with prejudice as to the Released Entities, including all Actions listed on **Exhibit A**, as provided for in the Consent Judgment.

**B. Failure of Effective Date to Occur.** In the event that the Effective Date does not occur for any reason as to one or more Remnant Defendants, including for the reasons set forth in Sections IV.C., then this Agreement shall be cancelled and terminated as to those Remnant Defendants for which the Effective Date does not occur only, unless the affected Settling Parties mutually agree in writing to proceed with this Agreement.

**C. Termination.**

1. Prior to the Effective Date, this Agreement may be terminated by a Remnant Defendant as to it (but not as to any other Remnant Defendant) by serving on Plaintiffs' Settlement Counsel and counsel for the other Remnant Defendants a written notice of termination within ten (10) calendar days (or such longer time as may be agreed between Remnant Defendants and Plaintiffs' Settlement Counsel) after any of the following occurrences:
  - a. the Remnant Defendant provides written notice of its election not to proceed under Section IV.D.2.;
  - b. a Consent Judgment approving this Agreement without modification of any of this Agreement's terms has not been entered by the MDL Court on or before one hundred eighty (180) calendar days after the Preliminary Agreement Date;
  - c. this Agreement or the Consent Judgment has been disapproved by the MDL Court (or, in the event of an appeal from or review of a decision of the MDL Court to approve this Agreement and the Consent Judgment, by the court hearing such appeal or conducting such review), and the time to appeal from such disapproval has expired, or, in the event of an appeal from such disapproval, the appeal has been dismissed or the disapproval has been affirmed by the court of last resort to which such appeal has been taken and such dismissal or disapproval has become no longer subject to further appeal (including, without limitation, review by the United States Supreme Court); or
  - d. the Effective Date does not otherwise occur within one hundred eighty (180) calendar days after the Preliminary Agreement Date.
2. If this Agreement is terminated by one or more Remnant Defendants pursuant to Section V.C.1.:

- a. Plaintiffs' Settlement Counsel must notify the Settlement Fund Administrator and/or the Notice and Claims Administrator of those Remnant Defendants' decision to terminate this Agreement within seven (7) days of receiving written notice of such termination and instructions from those Remnant Defendants required to effectuate the wire transfer for the Termination Refund;
- b. the Settlement Fund Administrator and/or the Notice and Claims Administrator shall transfer the Termination Refund to those Remnant Defendants within seven (7) days of receiving written notice from Plaintiffs' Settlement Counsel; and
- c. upon receipt of the Termination Refund, this Agreement and all of its terms (except Section X.L. and any other non-admissibility provisions, which shall continue in full force and effect) shall be canceled and terminated, and this Agreement and all orders issued pursuant to this Agreement shall become null and void and of no effect as between the Participating Subdivisions and the terminating Remnant Defendants only. The Participating Subdivisions and those Remnant Defendants shall be returned to the status quo that existed in the Actions immediately prior to their entry into this Settlement Agreement (subject to appropriate extensions of deadlines to enable the Actions to proceed), and the Participating Subdivisions and the terminating Remnant Defendants shall retain all of their respective rights and defenses as of immediately prior to their entry into this Settlement Agreement. The Participating Subdivisions and those Remnant Defendants shall then proceed in all respects as if this Agreement and any related orders had not been executed.

## **VI. Notice and Claims Administrator**

**A. Selection of Notice and Claims Administrator.** Plaintiffs' Settlement Counsel shall nominate, subject to the consent of the Remnant Defendants, an entity to serve as Notice and Claims Administrator that meets the following requirements:

1. The Notice and Claims Administrator will be bound by an agreement mutually acceptable to Plaintiffs' Settlement Counsel and Remnant Defendants.
2. The Notice and Claims Administrator will act as an independent and neutral third party in the performance of its functions including administering and disbursing funds from the Settlement Fund and the Opioid Remediation Fund.

3. The Notice and Claims Administrator may not be an entity that has acted as counsel for, or otherwise represented, a party in claims relating to Products.
4. The Notice and Claims Administrator shall have the authority to perform all actions consistent with the terms of this Agreement that the Notice and Claims Administrator deems to be reasonably necessary to effectuate the notice. Subject to the Parties' approval, the Notice and Claims Administrator may retain any entity that the Notice and Claims Administrator deems to be reasonably necessary to provide assistance in effectuating Notice to the Participating Subdivisions.
5. The Notice and Claims Administrator's role generally shall include, consistent with the terms of this Agreement, administration of the proposed Settlement, including receiving, preserving, reviewing, analyzing, and approving Participation Forms, including all supporting documentation, as well as distributing and overseeing distribution of the Opioid Remediation Fund according to the Plan of Allocation.
6. Any successor to the initial Notice and Claims Administrator shall be subject to the consent of all Settling Parties, shall fulfill the same functions from and after the date of succession, and shall be bound by the determinations made by the predecessor(s) to date.
7. The Notice and Claims Administrator shall have no authority to alter in any way the Settling Parties' or Participating Subdivisions' rights and obligations under this Agreement.
8. The Remnant Defendants and Released Entities shall have no involvement with or responsibility for supervising the Notice and Claims Administrator and are not subject to the authority of the Notice and Claims Administrator.
9. All fees, costs, and expenses incurred in the administration and/or work by the Notice and Claims Administrator, including fees, costs, and expenses of the Notice and Claims Administrator, as well as the costs of distributing the Notice, shall be paid from the Settlement Funds. Remnant Defendants shall have no obligation to pay any such fees, costs, and expenses other than the Pooled Settlement Amount.

**B. Distribution of Settlement Fund.**

1. The Notice and Claims Administrator shall administer the claims submitted by Participating Subdivisions and shall oversee distribution of the Settlement Funds, including distribution of amounts in the Opioid Remediation Fund to Participating Subdivisions pursuant to the Plan of Allocation. Subject to the terms of this Agreement and any order(s) of the

MDL Court, as may be necessary or as circumstances may require, the Settlement Funds shall be applied as follows:

- a. to pay Taxes and Tax Expenses on the Settlement Funds (but not on any individual distributions to Participating Subdivisions made pursuant to the Plan of Allocation);
  - b. to pay Notice and Administrative Costs (including escrow fees and costs);
  - c. to pay the Attorneys' Fees and Expenses, as set forth in and pursuant to the provisions of Section VII. of this Agreement; and
  - d. to distribute the balance, which constitutes the "Opioid Remediation Funds," to Participating Subdivisions as allowed by this Agreement and the Plan of Allocation.
2. No amount may be disbursed from the Settlement Fund until the Effective Date, except that: (a) Notice and Administrative Costs (including escrow fees and costs) may be paid from the Settlement Fund as they become due, and (b) Taxes and Tax Expenses on the Settlement Funds may be paid from the Settlement Fund as they become due.

C. **Distribution of Opioid Remediation Fund.** Upon the Effective Date and thereafter, and in accordance with the terms of this Agreement, the Plan of Allocation, and any further order(s) of the MDL Court, the Opioid Remediation Funds shall be distributed to Participating Subdivisions as provided by Section VI.B.1.d.

## **VII. Use and Allocation of Opioid Remediation Fund.**

### **A. Use of Opioid Remediation Funds.**

1. It is the intent of the Parties that the payments disbursed from the Opioid Remediation Fund to Participating Subdivisions be for Opioid Remediation as set forth in **Exhibit D: List of Opioid Remediation Uses**, all of which are compensatory and remedial in nature consistent with the restitution characterization under 26 U.S.C. § 162(f)(2)(A). In no event may less than ninety-five percent (95%) of the Opioid Remediation Funds be spent on Opioid Remediation.
2. While disfavored by the Parties, a Participating Subdivision set forth on **Exhibit C** may use monies from the Opioid Remediation Fund (that have not been restricted by this Agreement solely to future Opioid Remediation) for purposes that do not qualify as Opioid Remediation. If, at any time, a Participating Subdivision set forth on **Exhibit C** uses any monies from the Opioid Remediation Fund for a purpose that does not qualify as Opioid Remediation, such Participating Subdivision set forth on **Exhibit C** shall identify such amounts and report to the Notice and

Claims Administrator and the Remnant Defendants how such funds were used, including if used to pay attorneys' fees, investigation costs, litigation costs, or costs related to the operation and enforcement of this Agreement, respectively. It is the intent of the Parties that the reporting under this Section VII.A.2. shall be available to the public. For the avoidance of doubt, (a) any amounts not identified under this Section VII.A.2. as used to pay attorneys' fees, investigation costs, or litigation costs shall be included in the Compensatory Restitution Amount for purposes of Section III.B., and (b) Participating Subdivisions not listed on **Exhibit C** may only use monies from the Opioid Remediation Fund for purposes that qualify as Opioid Remediation.

**B. Allocation of Opioid Remediation Fund.** The allocation of the Opioid Remediation Fund allows for different approaches to be taken in different states, such as through a State-Subdivision Agreement. The Notice and Claims Administrator will, for each Participating Subdivision, apply the terms of this Agreement and any relevant State-Subdivision Agreement or voluntary redistribution of funds as set out below before disbursing the funds.

1. A State-Subdivision Agreement may govern the operation and use of amounts allocated to the Participating Subdivisions of a particular State so long as the terms do not conflict with Section VII.A. and the funds are held in a segregated account until distributed for their intended purposes.
2. In the absence of an applicable State-Subdivision Agreement, the Opioid Remediation Fund will be used solely for future Opioid Remediation and the Opioid Remediation Funds will be distributed for their intended purposes by the Notice and Claims Administrator to Participating Subdivisions included on **Exhibit E** pursuant to the Plan of Allocation. Section VII.B.3. shall govern amounts that would otherwise be distributed to Non-Participating Subdivisions listed in **Exhibit E**. For the avoidance of doubt and notwithstanding any other provision in this Agreement, no Non-Participating Subdivision will receive any amount from the Opioid Remediation Fund, regardless of whether such Subdivision is included on **Exhibit E**. Also, no State will receive any amount from the Opioid Remediation Fund.
3. Any portion of the Opioid Remediation Fund allocated pursuant to Section VII.B. and the Plan of Allocation to a Subdivision that is a Non-Participating Subdivision will be re-allocated among Participating Subdivisions as later agreed between Plaintiffs' Settlement Counsel and Remnant Defendants. For avoidance of doubt, any amount allocated to a Participating Subdivision under this Section VII.B.3. must be used as provided by Section VII.A.

**C. No Liability for Distribution of Settlement Fund or Opioid Remediation Fund.** Neither the Released Entities nor their counsel shall have any responsibility for, or liability whatsoever with respect to, the distribution of the Settlement Fund or Opioid

Remediation Fund; administering the Plan of Allocation; the Settlement Fund's or Opioid Remediation Fund's qualification as a "qualified settlement fund"; the payment or withholding of Taxes or Tax Expenses; the distribution of Settlement Funds or Opioid Remediation Funds; or any losses incurred in connection with any such matters. The Releasors hereby fully, finally, and forever release, relinquish, and discharge the Released Entities and their counsel from any and all such liability. No entity shall have any claim against Plaintiffs' Settlement Counsel, the Notice and Claims Administrator, or any Released Entity based on the distributions made in accordance with this Agreement, the Plan of Allocation, or further orders of the MDL Court.

**D. Balance Remaining in Settlement Fund or Opioid Remediation Fund.** If there is any balance remaining in the Settlement Fund or Opioid Remediation Fund (whether by reason of tax refunds, uncashed checks, or otherwise), such balance shall be deemed as Opioid Remediation Funds and distributed in accordance with the Plan of Allocation and Section VII., and shall be used and expended solely for the purpose set forth in **Exhibit D**, or further order of the MDL Court (but not to the Remnant Defendants).

### **VIII. Attorneys' Fees and Expenses**

The Agreement on Attorneys' Fees and Expenses is set forth in **Exhibit H** and incorporated herein by reference. The Released Entities shall have no responsibility for or liability whatsoever with respect to any payment for Attorneys' Fees and Expenses or to any other entity or person that may assert a claim for any attorneys' fee, expense, or costs, except as set forth in the Agreement on Attorneys' Fees and Expenses in **Exhibit H**.

### **IX. Releases and Dismissal**

**A. No Future Actions Following Release.** As of the Effective Date, the Released Entities are fully, finally, and forever released and discharged from all of the Releasors' Released Claims. Each Releasor hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever, whether on its own behalf, or as part of any putative, purported, or certified class. The releases provided for in this Agreement are intended by the Settling Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims. This Agreement shall be a complete bar to any Released Claim. Other than as set forth herein, this Agreement does not include any provisions for injunctive relief. Participating Subdivisions shall look solely to the Settlement Funds for settlement and satisfaction against the Released Entities of all claims that are released hereunder. The MDL Court shall have continuing and exclusive jurisdiction to enforce the terms and provisions of this Agreement and any and all of its Orders made in connection with Settlement approval, notice, administration, and implementation.

#### **B. Claim-Over and Non-Party Settlement.**

1. It is the intent of the Parties that:

- a. Released Entities should not seek contribution or indemnification (other than pursuant to an insurance or other third-party contract), from other parties for their payment obligations under this Agreement;
- b. The payments made under this Agreement shall be the sole payments made by the Released Entities to the Releasers involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity);
- c. Claims by Releasers against non-Parties should not result in additional payments by Released Entities, whether through contribution, indemnification or any other means; and
- d. this Agreement meets the Uniform Contribution Among Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to pay other parties.

The provisions of this Section IX.B. are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.

2. No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner; *provided that* a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance or other third-party contracts.
3. To the extent that, on or after the Effective Date, any Releaser enters into a Non-Party Settlement, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releaser will seek to include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Remnant Defendants in Section IX.B.2. or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. The obligation to obtain the prohibition and/or release required by this subsection is a material term of this Agreement.
4. In the event that any Releaser obtains a judgment against a Non-Released Entity that does not contain a prohibition like that described in Section

IX.B.2., or any Releasor files a Non-Party Covered Conduct Claim against a Non-Released Entity in bankruptcy or a Releasor is prevented for any reason from obtaining a prohibition/release in a Non-Party Settlement as provided in Section IX.B.2., and such Non-Released Entity asserts a Claim-Over against a Released Entity, the Released Entity shall be relieved of the prohibition in Section IX.B.2. with respect to that Non-Released Entity and that Releasor and the Remnant Defendants shall take the following actions to ensure that the Released Entities do not pay more with respect to the Covered Conduct to Releasors or to Non-Released Entities than the amounts owed under this Agreement by the Remnant Defendants:

- a. The Remnant Defendants shall notify that Releasor of the Claim-Over within sixty (60) days of the assertion of the Claim-Over or within sixty (60) days of the Effective Date, whichever is later.
- b. The Remnant Defendants and that Releasor shall meet and confer concerning the means to hold the Released Entities harmless from the Claim-Over and ensure that the Released Entities are not required to pay more with respect to the Released Claims than the amounts owed by Remnant Defendants under this Agreement.
- c. That Releasor and the Remnant Defendants shall take steps sufficient and permissible under applicable law to hold the Released Entities harmless from the Claim-Over and ensure the Released Entities are not required to pay more with respect to the Covered Conduct than the amounts owed by Remnant Defendants under this Agreement. Such steps may include, where permissible:
  - (i) The Releasor supporting a motion to dismiss or such other appropriate motion as may be filed by the Released Entities in response to any Claim filed in litigation or arbitration;
  - (ii) Reduction of that Releasors' Claim and any judgment it has obtained or may obtain against such Non-Released Entity by whatever amount or percentage is necessary to extinguish such Claim-Over under applicable law, up to the amount that releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;
  - (iii) Placement into escrow of funds paid by the Non-Released Entities such that those funds are available to satisfy the Claim-Over;
  - (iv) Return of monies paid by Remnant Defendants to that Releasor under this Agreement to permit satisfaction of a

judgment against or settlement with the Non-Released Entity to satisfy the Claim-Over;

- (v) Payment of monies to Remnant Defendants by that Releasor to ensure they are held harmless from such Claim-Over, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;
- (vi) Credit to the Remnant Defendants under this Agreement to reduce the overall amounts to be paid under this Agreement such that they are held harmless from the Claim-Over; and
- (vii) Such other actions as that Releasor and the Remnant Defendants may devise to hold the Released Entities harmless from the Claim-Over.

d. The actions of that Releasor and Remnant Defendants taken pursuant to paragraph (c) must in combination, ensure Remnant Defendants are not required to pay more with respect to Covered Conduct than the amounts owed by Remnant Defendants under this Agreement.

5. To the extent that the Claim-Over is based on a contractual indemnity, the obligations under Section IX.B.3. shall extend solely to a Non-Party Covered Conduct Claim against a pharmacy, distributor, clinic, hospital or other purchaser or dispenser of Products, a manufacturer that sold Products, a consultant, and/or a pharmacy benefit manager or other third-party payor. Each Remnant Defendant shall notify the Participating Subdivisions, to the extent permitted by applicable law, in the event that any of these types of Non-Released Entity assert a Claim-Over arising out of contractual indemnity against it.

C. **Litigation Bar.** The Settling Parties contemplate and agree that this Agreement may be pleaded as a bar to a lawsuit, and an injunction may be obtained, preventing any action from being initiated or maintained in any case sought to be prosecuted on behalf of any Releasors with respect to the Released Claims.

D. **General Release.** The Releasors acknowledge that, by executing this Agreement, and for the consideration received hereunder, it is their intention to release, and they are releasing, all Released Claims, even Unknown Claims. In connection with the releases provided for in this Agreement, each Releasor expressly, knowingly, and voluntarily waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS  
THAT THE CREDITOR OR RELEASING PARTY DOES NOT

KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Releasors likewise expressly, knowingly, and voluntarily waive any rights under Section 20-7-11 of the South Dakota Codified Laws, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

The Releasors acknowledge that they have been advised by Plaintiffs' Settlement Counsel of the contents and effects of California Civil Code § 1542, and hereby expressly waive and release with respect to the Released Claims any and all provisions, rights, and benefits conferred by California Civil Code § 1542 or by any equivalent, similar, or comparable law or principle of law in any jurisdiction, including, but not limited to Section 20-7-11 of the South Dakota Codified Laws. A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Releasor hereby expressly waives, and fully, finally, and forever settles, releases, and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Releasors' decision to enter into or participate in this Agreement.

E. **Assigned Interest Waiver.** To the extent that any Releasor has any direct or indirect interest in any rights of a third party that is a debtor under the Bankruptcy Code as a result of a claim arising out of Covered Conduct by way of assignment or otherwise, including as a result of being the beneficiary of a trust or other distribution entity, to assert claims against a Remnant Defendant (whether derivatively or otherwise), under any legal or equitable theory, including for indemnification, contribution, or subrogation, such Releasor waives the right to assert any such claim, or to receive a distribution or any benefit on account of such claim and such claim, distribution, or benefit shall be deemed assigned to such Remnant Defendant.

F. **Res Judicata.** Nothing in this Agreement shall be deemed to reduce the scope of the *res judicata* or claim preclusive effect that the Settlement gives rise to under applicable law.

G. **Effectiveness.** The releases set forth in this Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the Releasors. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Settlement Funds or any portion thereof, by the enactment of future laws or the reinterpretation of existing law, or by any seizure of the Settlement Funds or any portion thereof.

H. **Cooperation.** The Settling Parties agree to use their best efforts and to cooperate to cause this Agreement and the Consent Judgment to become effective, to obtain all necessary approvals, consents and authorizations, if any, and to execute all documents and to take such other action as may be appropriate in connection herewith. Consistent with the foregoing, the Settling Parties agree that they will not directly or indirectly assist or encourage any challenge to this Agreement or the Consent Judgment by any other person, and will support the integrity and enforcement of the terms of this Agreement and the Consent Judgment. Upon the Effective Date, Plaintiffs' Settlement Counsel will also reasonably cooperate with the Remnant Defendants to secure the prompt dismissal of any and all Released Claims in the Actions and in any later-filed litigation implicated by the releases, covenants not to sue, and/or claim bars set forth herein.

I. **Liens.** Each Participating Subdivision agrees to be responsible for any liens, interests, actions, or claims asserted by any third party, in a derivative manner, for or against the portion of Opioid Remediation Funds allocated to that Participating Subdivision, including, without limitation, any derivative actions or claims asserted by any financial institutions, lenders, insurers, agents, representatives, successors, predecessors, assigns, attorneys, bankruptcy trustees, and any and all other entities that may claim through them in a derivative manner.

J. **Claims Excluded from Release.** Notwithstanding the foregoing, the releases provided herein shall not release claims of governmental entities that do not participate in the Settlement; claims arising solely from conduct by the Remnant Defendants that occurs after the Effective Date; claims against the Remnant Defendants other than the Released Claims; or claims alleging a breach of this Agreement or seeking to enforce this Agreement.

## X. **Miscellaneous Provisions**

A. **Population of Subdivisions.** The population figures for Subdivisions shall be the published U.S. Census Bureau's population estimates for July 1, 2019, released May 2020. These population figures shall remain unchanged during the term of this Agreement.

B. **No Admission of Liability or Wrongdoing.** The Parties agree to settle the Released Claims and to execute this Agreement solely to compromise and settle protracted, complicated, and expensive litigation. The Remnant Defendants do not admit liability or wrongdoing. Neither this Agreement nor the Consent Judgment shall be considered, construed or represented to be (1) an admission, concession or evidence of liability or wrongdoing or (2) a waiver or any limitation of any defense otherwise available to the Remnant Defendants.

C. **Voluntary Settlement.** Each Settling Party warrants and represents that it negotiated the terms of this Agreement in good faith, without any degree or duress or compulsion, and after consultation with competent legal counsel. The Settling Parties agree that throughout the course of the litigation of the Action, the Settling Parties and their counsel vigorously prosecuted their claims and/or defenses consistent with the applicable rules of procedure.

D. **Authorization to Enter Settlement Agreement.** The undersigned representatives of Remnant Defendants represent they are fully authorized to enter into and execute this Agreement on behalf of Remnant Defendants. Plaintiffs' Settlement Counsel represent that they

are, pursuant to MDL Court appointment, expressly authorized to take all action required or permitted to be taken pursuant to this Agreement to effectuate its terms and enter into and execute this Agreement and any modifications or amendments to this Agreement, on behalf of the Participating Subdivisions, that they deem appropriate.

E. **Integrated Agreement.** Except for any amendments, alterations, or modifications provided for under Section X.G., this Agreement, including its exhibits and any other attachments, and the Related Agreements, embodies the entire agreement and understanding between and among the Settling Parties relating to the subject matter hereof and supersedes (1) all prior agreements and understandings relating to such subject matter, whether written or oral, and (2) all purportedly contemporaneous oral agreements and understandings relating to such subject matter. It is understood by the Settling Parties that, except for the matters expressly represented herein, the facts or law with respect to which this Agreement is entered into may turn out to be other than or different from the facts now known to each party or believed by such party to be true. Each Settling Party therefore expressly assumes the risk of the facts or law turning out to be so different, and agrees that this Agreement shall be in all respects effective and not subject to termination by reason of any such different facts or law.

F. **Exhibits.** The exhibits to this Agreement are as follows all of which are incorporated by reference, *provided that* the descriptions of the exhibits below are for reference only and do not alter any other term of this Agreement:

**Exhibit A – List of Actions.** Lists lawsuits brought in state or federal court by or on behalf of Litigating Subdivisions against Remnant Defendants, coordinated under or parallel to MDL No. 2804.

**Exhibit B – Documents Describing Alleged Harms.** References non-exclusive examples of alleged past, present, and future financial, societal, and public nuisance harms and related expenditures.

**Exhibit C – List of Litigating Subdivisions.** Lists of all Litigating Subdivisions.

**Exhibit D – List of Opioid Remediation Uses.** Provides a non-exhaustive list of expenditures that qualify as being paid for Opioid Remediation. It includes core strategies and approved uses for settlement funds, such as naloxone distribution, medication-assisted treatment, prevention programs, and more.

**Exhibit E – Plan of Allocation.** The plan or formula for allocation of the Opioid Remediation Fund among Participating Subdivisions.

**Exhibit F – List of Remnant Defendants’ Joint Ventures, Subsidiaries, Affiliates, and Predecessor Entities.** Lists joint ventures, subsidiaries, affiliates, and predecessor entities of the Remnant Defendants.

**Exhibit G – Subdivision Settlement Participation Form.** Form that Participating Subdivisions must execute and return to participate in the settlement and receive payment.

**Exhibit H – Agreement on Attorneys' Fees, Costs, and Expenses.** Details the agreement regarding the allocation and payment of attorneys' fees, costs, and expenses from the settlement funds, including the structure of the Attorney Fee Fund, Common Benefit Fund, and Contingency Fee Fund.

G. **Amendment.** The terms and provisions of this Agreement may not be altered, amended, or modified except in writing signed by all Settling Parties.

H. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts and by different signatories on separate counterparts, each of which shall be deemed an original, but all of which shall together be one and the same agreement. One or more counterparts of this Agreement may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof. One or more counterparts of this Agreement may be signed by electronic signature. Counsel for the Settling Parties to this Agreement shall exchange among themselves original or scanned counterparts and a complete, assembled executed counterpart shall be filed with the MDL Court.

I. **Construction.** None of the Settling Parties shall be considered to be the drafter of this Agreement or of any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement. The headings of the provisions of this Agreement are not binding and are for reference only and do not limit, expand, or otherwise affect the contents or meaning of this Agreement.

J. **Each Party to Bear Its Own Costs and Fees.** Except as otherwise provided herein, each Settling Party shall bear its own attorneys' fees and other litigation expenses and costs.

K. **Federal Rule of Evidence 408.** The Settling Parties agree that this Agreement, its terms and the negotiations surrounding this Agreement shall be governed by Federal Rule of Evidence 408 and shall not be admissible or offered or received into evidence in any suit, action, or other proceeding, except as provided in this Agreement, upon the written agreement of the Settling Parties hereto, pursuant to an order of a court of competent jurisdiction, or as shall be necessary to give effect to, or to declare or enforce the rights of the Settling Parties with respect to, any provision of this Agreement.

L. **Use of Agreement as Evidence.** Neither this Agreement nor the Settlement, nor any act performed, statement made, or document executed pursuant to or in furtherance of this Agreement or the Settlement: (a) is, may be deemed to be, or may be used as an admission or evidence of the validity of any Released Claims, any allegation made in any Action, or any wrongdoing or liability of Remnant Defendants; or (b) is, may be deemed to be, or may be used as an admission or evidence of any liability, fault, or omission of the Released Entities in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Neither this Agreement nor the Settlement, nor any act performed, statement made, or document executed pursuant to or in furtherance of this Agreement or the Settlement shall be admissible in any proceeding for any purpose except to enforce the terms of the Settlement, and except that the Released Parties may file this Agreement and/or the Consent Judgment in any

action for any purpose, including, but not limited to, in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion, issue preclusion, or similar defense or counterclaim. Notwithstanding anything to the contrary in this Agreement or otherwise, Remnant Defendants may file or use this Agreement and related materials in any action: (i) involving a determination regarding insurance coverage; (ii) involving a determination of the taxable income or tax liability of any Remnant Defendants; (iii) to support a claim for contribution and/or indemnification; or (iv) to support any argument or defense by a Remnant Defendant that the Pooled Settlement Amount provides a measure of compensation for asserted harms or otherwise satisfies the relief sought.

**M. Preservation of Records.** For five years following the Effective Date, (i) the Notice and Claims Administrator shall be required to keep, maintain, preserve, and otherwise refrain from altering, modifying, spoiling, deleting, removing, or destroying all records and data submitted in connection with any Participation Form; and (ii) each Participating Subdivision shall keep, maintain, preserve, and otherwise refrain from altering, modifying, spoiling, deleting, removing, or destroying all records and data supporting its Participation Form.

**N. Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties.

**O. Notices.** All notices from or between the Settling Parties shall be in writing. Each such notice shall be given by: (a) email; (b) hand delivery; (c) registered or certified mail, return receipt requested, postage pre-paid; or (d) FedEx or similar overnight courier, to their representatives at the addresses set forth below or such other addresses as Plaintiffs' Settlement Counsel or the Remnant Defendants may designate, from time to time, by giving notice to all Settling Parties in the manner described in this paragraph.

If directed to Plaintiffs' Settlement Counsel, or Participating Subdivisions,  
address notice to:

Peter H. Weinberger  
SPANGENBERG SHIBLEY & LIBER  
1001 Lakeside Avenue East, Suite 1700  
Cleveland, OH 44114  
(216) 696-3232  
pweinberger@spanglaw.com

Jayne Conroy  
SIMMONS HANLY CONROY  
112 Madison Avenue, 7th Floor  
New York, NY 10016  
(212) 784-6400  
jconroy@simmonsfirm.com

Joseph F. Rice  
MOTLEY RICE  
28 Bridgeside Blvd.  
Mt. Pleasant, SC 29464  
(843) 216-9000  
jrice@motleyrice.com

Paul T. Farrell, Jr., Esq.  
FARRELL & FULLER  
270 Munoz Rivera Ave., Suite 201  
San Juan, PR 00918  
(304) 654-8281  
paul@farrellfuller.com

If directed to the Remnant Defendants, address notice to:

**United Natural Foods, Inc.**

Kim J. Myrdahl  
Deputy General Counsel, Senior Vice President & Chief Compliance Officer  
United Natural Foods, Inc.  
Legal Department  
PO Box 990  
Minneapolis, Minnesota 55440  
kim.j.myrdahl@unfi.com

*With a copy (which shall not constitute notice) to:*

Joseph M. Vanek  
Greg Shinall  
Trevor K. Scheetz  
Sperling Kenny Nachwalter, LLC  
321 N. Clark St., 25th Floor  
Chicago, Illinois 60654  
jvanek@sperlingkenny.com  
shinall@sperlingkenny.com  
tscheetz@sperlingkenny.com

**J M Smith Corporation**

Robert M. Barrett  
General Counsel  
J M Smith Corporation  
9098 Fairforest Road  
Spartanburg, SC 29301  
rbarrett@jmsmith.com

*With a copy (which shall not constitute notice) to:*

John J. Haggerty  
Fox Rothschild LLC  
Stone Manor Corporate Ctr.  
2800 Kelly Road, Suite 200  
Warrington, PA 18975  
jhaggerty@foxrothschild.com

**Louisiana Wholesale Drug Company, Inc.**

Chad Gielen  
President  
Louisiana Wholesale Drug Co., Inc.  
2085 I-49 S. Service Rd.  
Sunset, LA 70584

*With a copy (which shall not constitute notice) to:*

Neil G. Vincent  
Allen & Gooch, ALC  
2000 Kaliste Saloom Road, Ste. 400  
Lafayette, Louisiana 70508  
neilvincent@allengooch.com

**Morris & Dickson Co., L.L.C.**

Jim Walden  
Walden Macht Haran & Williams LLP  
250 Vesey Street, 27th Floor  
New York, NY 10281  
jwalden@wmhwlaw.com

Russell Dickson  
General Counsel  
Morris & Dickson Co., L.L.C.  
PO Box 51367  
Shreveport, LA 71135  
rdickson@morrisdickson.com

**North Carolina Mutual Wholesale Drug Company, Inc.**

Clint Syvinski, Co-CEO  
Katie Zechman, Co-CEO  
North Carolina Mutual Wholesale Drug Co.

816 Ellis Rd.  
Durham, NC 27703  
csyvinski@mutualdrug.com  
kzechman@mutualdrug.com

*With a copy (which shall not constitute notice) to:*

Chris Graebe  
Morningstar Law Group  
434 Fayetteville St., Suite 2200  
Raleigh, NC 27601  
cgraebe@morningstarlawgroup.com

**Associated Pharmacies, Inc.; American Associated Pharmacies**

Clint King  
President  
Associated Pharmacies, Inc.  
211 Lonnie E. Crawford Blvd.  
Scottsboro, AL 35769  
clint@apirx.com

*With a copy (which shall not constitute notice) to:*

Carl S. Burkhalter  
S. Reeves Jordan  
Maynard Nexsen P.C.  
1901 Sixth Ave. N., Suite 1700  
Birmingham, AL 35203  
cburkhalter@maynardnexsen.com  
rejordan@maynardnexsen.com

Any Settling Party may change or add the contact information of the persons designated to receive notice on its behalf by notice given (effective upon the giving of such notice) as provided in this Section X.O.

**P. Consent to Jurisdiction.** The Remnant Defendants, the Plaintiffs' Settlement Counsel, and Participating Subdivisions (including all Releasors) hereby irrevocably submit to the exclusive jurisdiction of the MDL Court only for the specific purpose of any suit, action, proceeding, or dispute arising out of or relating to the enforcement of this Agreement or the applicability of this Agreement. Solely for purposes of such suit, action, or proceeding, to the fullest extent that they may effectively do so under applicable law, the Remnant Defendants, the Plaintiffs' Settlement Counsel, and the Participating Subdivisions and the Participating Subdivisions' Counsel irrevocably waive and agree not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of the MDL Court or that the MDL Court is in any way an improper venue or an inconvenient forum. Nothing herein shall be construed as a submission to jurisdiction for any purpose other than any

suit, action, proceeding, or dispute arising out of or relating to enforcement of this Agreement or the applicability of this Agreement. For the avoidance of doubt, nothing herein shall be construed as a submission to jurisdiction in any action involving a determination regarding insurance coverage.

**Q. Resolution of Disputes; Retention of Exclusive Jurisdiction.** Any disputes between or among the Remnant Defendants and any Participating Subdivision concerning matters contained in this Agreement, including the Plan of Allocation, shall, if they cannot be resolved by negotiation and agreement, be submitted to the MDL Court. The MDL Court shall retain exclusive jurisdiction over the implementation and enforcement of the Settlement.

**R. Choice of Law.** This Agreement shall be construed and enforced in accordance with, and governed by, the applicable provisions of the Federal Rules of Civil Procedure and Evidence, and the internal, substantive laws of the State of Ohio without giving effect to that State's choice of law principles.

**S. No Waiver.** No delay or omission by any Settling Party in exercising any rights under this Agreement will operate as a waiver of that or any other right. The waiver of any rights conferred hereunder shall be effective only if made by written instrument executed by the waiving Party or Parties. The waiver by any Party of any breach of this Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, nor shall such waiver be deemed to be or construed as a waiver by any other Party.

**T. Preservation of Privilege.** Nothing contained in this Agreement or any Consent Judgment, and no act required to be performed pursuant to this Agreement or any Consent Judgment, is intended to constitute, cause, or effect any waiver (in whole or in part) of any attorney-client privilege, work product protection, or common interest/joint defense privilege, and each Party and Participating Subdivision agrees that it shall not make or cause to be made in any forum any assertion to the contrary.

**U. Duty Not to Encourage Non-Participation.** Plaintiffs' Settlement Counsel agrees not to in any way encourage, promote, or solicit any Subdivision, or their counsel, to decline to participate in this Settlement, or seek any relief inconsistent with this Settlement.

**V. Tax Cooperation and Reporting.**

1. Upon request by any Remnant Defendant, the Participating Subdivisions agree to perform such further acts and to execute and deliver such further documents as may be reasonably necessary for the Remnant Defendant to establish the statements set forth in Section III.B. to the satisfaction of their tax advisors, their independent financial auditors, the Internal Revenue Service, or any other governmental authority, including as contemplated by Treasury Regulations Section 1.162-21(b)(3)(ii) and any subsequently proposed or finalized relevant regulations or administrative guidance.

2. Without limiting the generality of Section X.V.1., each Participating Subdivision shall cooperate in good faith with any Remnant Defendant with respect to any tax claim, dispute, investigation, audit, examination, contest, litigation, or other proceeding relating to this Agreement. The Settling Parties agree to cooperate in good faith to provide documentation and perform such further acts, reporting, or allocation to achieve maximum deductibility under the terms of this Agreement.
3. The Designated Subdivision, as defined in Section I.K., on behalf of all Participating Subdivisions, shall designate one of its officers or employees to act as the “appropriate official” within the meaning of Treasury Regulations Section 1.6050X-1(f)(1)(ii)(B) (the “*Appropriate Official*”). The Designated Subdivision shall direct and ensure that the Appropriate Official timely (a) files (i) at the time this Agreement becomes binding on the Settling Parties, an IRS Form 1098-F with respect to each of the Remnant Defendants and (ii) any legally required returns or amended returns with any applicable governmental authority, or any returns requested by the respective Remnant Defendant, and (b) provides to each of the Remnant Defendants a copy of (i) the IRS Form 1098-F filed with respect to such Remnant Defendant and (ii) any legally required written statement pursuant to any applicable law and any other document referred to in clause (a)(ii) above. Any such form, return, or statement shall be prepared and filed in a manner fully consistent with Section III.B.
4. The Participating Subdivisions agree that any return, amended return, or written statement filed or provided pursuant to Section X.V.3., and any similar document, shall be prepared and filed in a manner consistent with reporting each Remnant Defendant’s portion of the Pooled Settlement Amount as the “Total amount to be paid” pursuant to this Agreement in Box 1 of IRS Form 1098-F and each Remnant Defendant’s portion of the Compensatory Restitution Amount as “Restitution/remediation amount” in Box 2 of IRS Form 1098-F. If the Designated Subdivision or Appropriate Official shall be required to file any return, amended return, or written statement contemplated by this Section X.V. other than an IRS Form 1098-F, the Designated Subdivision shall direct and ensure that the Appropriate Official provides to each Remnant Defendant a draft of such return, amended return, or written statement in respect of such Remnant Defendant no later than sixty (60) calendar days prior to the due date thereof and shall accept and reflect any reasonable comments of such Remnant Defendant on the return, amended return, or written statement in respect of such Remnant Defendant.
5. For the avoidance of doubt, neither the Remnant Defendants nor the Participating Subdivisions make any warranty or representation to any Participating Subdivision or Releaser as to the tax consequences of any aspect of the Settlement or this Agreement.

W. **No Third-Party Beneficiaries.** Except as expressly provided in this Agreement, no portion of this Agreement shall provide any rights to, or be enforceable by, any person or entity that is not a Released Entity. No Participating Subdivision may assign or otherwise convey any right to enforce any provision of this Agreement.

X. **Confidentiality.** The terms of this Agreement shall remain confidential until Subdivision Settlement Participation Forms are submitted to Subdivisions pursuant to the terms of this Agreement, or the proposed order to establish qualified settlement funds is submitted to the MDL Court, whichever occurs first; *provided that*, prior to then the Settling Parties may disclose the terms of this Settlement to accountants, lenders, auditors, legal counsel, tax advisors, insurers, or consultants; or as part of any security or other disclosure required by law (as determined by a Settling Party and its counsel); or in response to a request by any governmental, judicial, or regulatory authority or otherwise required by applicable law or court order; and Participating Subdivisions may disclose the terms of the Settlement to any entity that has applied to serve as Notice and Claims Administrator, or Settlement Fund Administrator, who shall abide by the terms of this paragraph. Any formal press release by a Settling Party regarding this Settlement prior to entry of the Final Judgment shall be shared in advance with the other Settling Party, with a reasonable opportunity for comments and suggested changes.

\*\*\*

**IN WITNESS WHEREOF**, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

**PLAINTIFFS' SETTLEMENT COUNSEL**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**IN WITNESS WHEREOF**, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

**MORRIS & DICKSON CO., L.L.C.**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**IN WITNESS WHEREOF**, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

**UNITED NATURAL FOODS, INC.**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**IN WITNESS WHEREOF**, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

**LOUISIANA WHOLESALE DRUG  
COMPANY, INC.**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**IN WITNESS WHEREOF**, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

**J M SMITH CORPORATION**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**IN WITNESS WHEREOF**, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

**ASSOCIATED PHARMACIES, INC.**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AMERICAN ASSOCIATED  
PHARMACIES**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**IN WITNESS WHEREOF**, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

**NORTH CAROLINA MUTUAL  
WHOLESALE DRUG COMPANY, INC.**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

# STAFF MEMO

**DATE OF MEETING: APRIL 27, 2026 / AGENDA ITEM NO. 5H**

To: Mayor and City Council  
From: Alison McKenney Brown, City Attorney  
Subject: **Amending Council Policies and Procedures Manual**

---

**SUMMARY STATEMENT:** Proposed revisions to the City Council's Policies and Procedures Manual are presented for review, consideration and revision.

**BACKGROUND INFORMATION:** The City Council adopted a revised Policies and Procedures Manual on August 12, 2024. Since that time staff and Council leadership have maintained lists of issues that have arisen. Suggested modifications to the Policies and Procedures Manual have been set forth in red in a draft revised manual. The City Council should review the suggested changes and decide whether such change is desired by a majority of the members, or whether a revised amendment would more appropriately meet the intentions of the City Council.

**BUDGETARY IMPACTS:** None.

**STAFF RECOMMENDATIONS:** City staff generally does not have an opinion regarding the City Council's Policies and Procedures, although the City Attorney does support those changes that update the Policies and Procedures in accordance with applicable law.

**ALTERNATIVES:** The City Council could adopt the draft Policies and Procedures as presented. The City Council could adopt the draft Policies and Procedures with additional amendments and revisions.  
The City Council could direct the draft Policies and Procedures be placed on a future meeting agenda for further review.  
The City Council could choose not to take any further action regarding the update of the City Council Policies and Procedures Manual.

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

**NEXT STEPS:** None

**ATTACHMENTS:** 1. Resolution R-2026-36  
2. Lakewood City Council Policies and Procedures - Revised March 2026

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

R-2026-36

A RESOLUTION

ADOPTING THE 2026 REVISED CITY COUNCIL POLICIES  
AND PROCEDURES MANUAL

WHEREAS, Chapter 2, Section 2.02.020 of the City of Lakewood Municipal Code requires the City Council to adopt a Policies and Procedures Manual;

WHEREAS, On March 2, 2026, the City Council met in study session to review the draft revisions to the City Council Policies and Procedures Manual; and

WHEREAS, The City Council, acting by consensus, requested amendments be made to the draft and that it be placed on an upcoming regular meeting agenda for further action.

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

SECTION 1. The City Council hereby adopts the 2026 Revised City Council Policies and Procedures Manual as attached hereto and incorporated herein.

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

INTRODUCED, READ AND ADOPTED by a vote of \_ for and \_ against at a hybrid regular meeting of the City Council on April 27th, 2026, at 7 o'clock p.m., at the Lakewood Civic Center, 480 South Allison Parkway, Lakewood, Colorado.

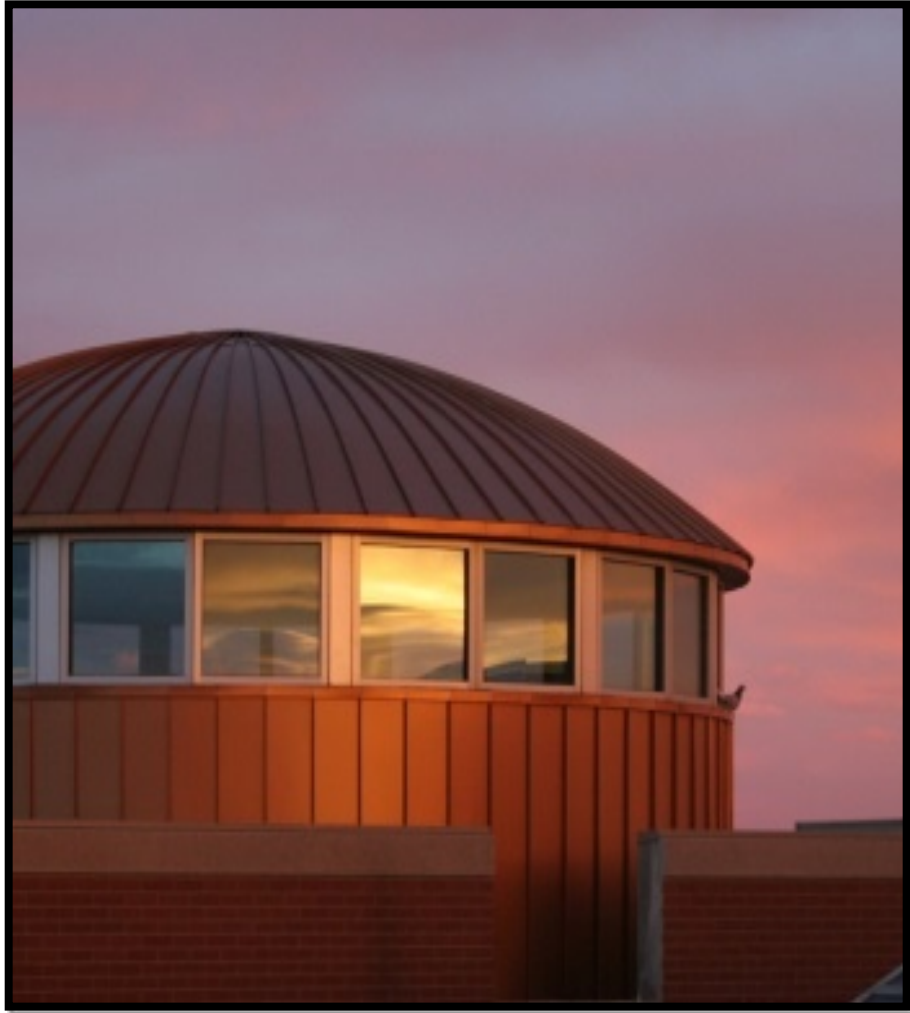
\_\_\_\_\_  
Wendi Strom, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Alison McKenny Brown, City Attorney



Council Policies and Procedures Manual  
Adopted August 12, 2024  
REVISED April 27, 2026

Table of Contents

GENERAL 01 .....		4
POLICY 01.1	MAYOR AS PRESIDING OFFICER	4
POLICY 01.2	MAYOR PRO TEM	5
POLICY 01.3	REMOVAL FROM OFFICE	6
FINANCE 02 .....		7
POLICY 02.1	BUDGET POLICY	7
PERSONNEL 03 .....		9
POLICY 03.1	CITY MANAGER PERFORMANCE REVIEW	9
POLICY 03.2	CITY MANAGER EXPENDITURES	10
POLICY 03.3	CITY ATTORNEY REVIEW	11
COMMITTEES, BOARDS AND COMMISSIONS 04 .....		12
POLICY 04.1	CITY COUNCIL COMMITTEE ASSIGNMENTS	12
POLICY 04.2	SCREENING COMMITTEE	15
POLICY 04.3	JUDICIAL SALARY REVIEW COMMITTEE	18
MEETINGS 05 .....		19
POLICY 05.0	MEETINGS DEFINED/OPEN MEETINGS	19
POLICY 05.1	VIRTUAL/ELECTRONIC (REMOTE) MEETINGS	21
POLICY 05.2	PUBLIC MEETINGS/NOTICE	23
POLICY 05.3	QUORUM	24
POLICY 05.4	ATTENDANCE	25
POLICY 05.5	PREPARATION FOR CITY COUNCIL MEETINGS	26
POLICY 05.6	EXECUTIVE SESSIONS	27
POLICY 05.7	AGENDA SETTING	28
POLICY 05.8	PROCEDURAL RULES/PUBLIC COMMENT/LEGISLATIVE PUBLIC HEARINGS	29
POLICY 05.9	MOTIONS/GENERAL BUSINESS	33
POLICY 05.10	FIRST READING ORDINANCES	34
POLICY 05.11	SECOND READING ORDINANCES/OPTIONAL THIRD READING	35
POLICY 05.12	RECORDING MEETINGS/MEETING MINUTES	37
POLICY 05.13	QUASI-JUDICIAL HEARINGS	38

POLICY 05.14	RESOLUTIONS	39
POLICY 05.15	RECESSES/ADJOURNMENT	40
POLICY 05.16	ANNUAL PLANNING RETREAT	41
CODE OF CONDUCT 06 .....		42
POLICY 06.1	CODE OF CONDUCT	42
POLICY 06.2	Harassment	45
COMMUNICATION AND CORRESPONDENCE 07 .....		49
POLICY 07.1	CONSTITUENT REQUESTS	49
TRAVEL 08.....		50
POLICY 08.1	TRAVEL AND EXPENSE REIMBURSEMENT	50
POLICY 08.2	GENERAL REIMBURSEMENT FOR EXPENSES	52
ORGANIZATIONAL ADMINISTRATIVE REGULATIONS/APPENDIX.....		53
ADDENDUM 1	MEETING SCHEDULE/ORDER OF BUSINESS	54

# GENERAL 01

## POLICY 01.1

## MAYOR AS PRESIDING OFFICER

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### **POLICY**

The mayor serves in a leadership role and presides over meetings of the City Council.

### **AUTHORITY**

[Lakewood Home Rule Charter, Section 2.3](#)

By adoption of the Policy and Procedures Manual

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### **PROCEDURE**

The Mayor is elected directly by the voters. The Mayor presides over all meetings of the City Council, which are held in accordance with the formally adopted Rules of Parliamentary Procedure, except that state constitutional and statutory provisions and local ordinances, resolutions, and procedural rules shall govern in the event of a conflict. In addition, in applying the rules of procedure, the Mayor shall have some discretion and flexibility **including the authority to change the order of presentation of items on a meeting agenda to accommodate speaker availability or other administrative concerns**. The Mayor presides over meetings and has the same rights and responsibilities of a City Council member, including the ability to offer opinions at City Council meetings and to vote on issues. The Mayor has no veto power.

The Mayor is recognized as the head of the municipal government of the City for all ceremonial purposes, including performing ceremonial functions.

The Mayor has routine responsibilities that include signing legal instruments. The Mayor also assigns committee responsibilities to City Council members pursuant to Policy 04.1, approves travel for City Council Members, and serves as a member of the ~~police pension board~~ **Member of the Lakewood Employee Pension Board and the Chair of the Police Death and Disability Board**. The Mayor shall have such other powers as may be conferred upon the Mayor by the City Council so long as those powers are not in conflict with the provisions of the City Charter.

**POLICY**

The officers of the Lakewood City Council shall be the Mayor and Mayor Pro Tem.

**AUTHORITY**

[Lakewood Home Rule Charter, Section 2.3](#)

[Lakewood Home Rule Charter, Section 2.4](#)

[Lakewood Municipal Code, Section 1.27.070](#)

By adoption of the Policy and Procedures Manual

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**PROCEDURE**

One member of the City Council is chosen each year, at the first regular City Council meeting in January, to serve as Mayor Pro Tem. There is no limitation upon the number of terms a member of the City Council may serve as the Mayor Pro Tem.

The Mayor Pro Tem can be nominated by anyone, including self-nomination. Nominations are taken via email, as part of the email process used to determine Council committee assignments, or at any time thereafter, including from the floor the day of the vote.

The term of Mayor Pro Tem is one (1) year, and if the Mayor Pro Tem resigns from the position, the process to select a new Mayor Pro Tem to serve out the remainder of the term will be immediately initiated following the nomination process outlined above. The vote to select a Mayor Pro Tem will be by regular motion and be passed with the approval of a majority of those members present and voting. This decision as to what type of system to use to determine how elections are conducted and how the results are determined will be left to the City Council to decide just prior to the vote.

The primary responsibility of the Mayor Pro Tem is to serve as the Mayor when the Mayor is unavailable, including presiding over meetings and signing any documents that require a Mayoral signature.

In the event that both the Mayor and Mayor Pro Tem are unavailable for a City Council meeting, the Council shall elect a presiding officer for that meeting who shall have all authority as prescribed to the position of Mayor Pro Tem for the duration of such meeting, including signing documents approved during the meeting.

**Finally, the Mayor Pro Tem shall be responsible for overseeing and managing updates on City Council priority setting.**

**POLICY**

The City’s Home Rule Charter provides that the City Council shall have the power to remove, for cause, the Mayor and/or any City Council Member from office, as provided by ordinance.

**AUTHORITY**

[Lakewood Home Rule Charter, Section 2.13](#)

[Lakewood Municipal Code, Section 2.05](#)

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**PROCEDURE**

The requirements and procedure for removal of the Mayor or of a Council Member shall be as set forth in Chapter 2.05 of the Lakewood Municipal Code. The City Council is encouraged to review and update the Lakewood Municipal Code, Chapter 2.05 every five years.

# FINANCE 02

## **POLICY 02.1**

## **BUDGET POLICY**

### **POLICY**

The City Council has established the following policies and procedures to guide in the preparation, review, and adoption of the annual City budget:

- I. The annual draft budget submitted by the City Manager for City Council consideration will be balanced; i.e., revenues must match or exceed expenditures.
- II. If special circumstances warrant the use of general fund reserves, the City Manager will submit a memorandum to the Council outlining those special circumstances, the amount requested, the impact on City services, and alternatives, if any, to the use of General Fund reserves.
- III. The annual draft budget will include a five-year estimate for costs and revenues for any proposed new program.
- IV. Any proposal for the City to acquire property will include a five-year estimate of maintenance and operation costs.
- V. The City Council Budget and Audit Board will consist of three Council members and three citizen representatives who apply to and are recommended by the Council Screening Committee, with the concurrence of the City Council. Citizen Representatives are limited to two (2) three (3) year terms. The terms are staggered across three (3) years.
- VI. All sections of the City's Charter and Municipal Code regarding the City's budget and budget process shall be interpreted to comply with Article X, Section 20 of the Colorado Constitution setting forth The Taxpayer's Bill of Rights which supersedes the City of Lakewood Charter and Municipal Code. Any provision of the Lakewood City Charter or Municipal Code that may only be interpreted in a manner which would violate a provision of TABOR cannot be applied.
- VII. The annual draft budget shall reflect a minimum ten percent (10%) General Fund balance.
- VIII. The Budget and Audit Board, as established by the City Council, and the Chief Financial Officer shall jointly select a certified public accounting firm to conduct the City's annual audit. The Chair of the Budget and Audit Board shall notify the City Council of its selection during any year in which a new certified public accounting firm is retained.

### **AUTHORITY**

Resolution 2005-48

[Lakewood Home Rule Charter, Section 3.3](#)

[Lakewood Municipal Code, Chapter 2.55](#)

## **PROCEDURE**

For additional procedures regarding the Budget and Audit Board please refer to Policy 04.1 regarding City Council Committee Assignments.

For additional procedures regarding the Budget and Audit Board please refer to Policy 04.2 regarding the Screening Committee's authority to appoint citizen members.

# **PERSONNEL 03**

## **POLICY 03.1**

## **CITY MANAGER PERFORMANCE REVIEW**

---

### **POLICY**

The City Council shall evaluate the performance of the City Manager annually and review each evaluation with the City Manager on or before May 1<sup>st</sup> of each year unless otherwise set forth within the City Manager's employment agreement.

### **AUTHORITY**

[Lakewood Home Rule Charter, Section 3.5](#)

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### **PROCEDURE**

As the City Manager is the direct employee of the City Council it is in the City's Council's best interest to establish an employment relationship with the City Manager via employment contract, including setting general job performance standards.

The job performance of the City Manager is evaluated annually in accordance with the terms of the City Manager's contract, if any. The City Council will participate in a review of the City Manager and will be afforded the opportunity to provide comments and feedback on performance and process. When the information is compiled, the City Manager will be given a copy of the written review and will meet in Executive Session with the City Council to go over the review, discuss any points of concern, and develop performance measures for the subsequent year.

Outside consultants may be retained to support the performance evaluation process.

**POLICY**

The City Manager does not have an expense account but is authorized to make business expenditures in the course of performing the duties of the City Manager.

**AUTHORITY**

[Lakewood Home Rule Charter, Section 3.3](#)

By adoption of the Policy and Procedures Manual

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**PROCEDURE**

The City Manager's expenditures will typically be made via a City-issued procurement card. The procurement card statement shall be reviewed by the Mayor on a monthly basis. The City Manager's expenses can be reviewed in the Lakewood ledger.

**POLICY**

The City Attorney shall present an annual report of activities and legal services rendered by the City Attorney's office and any outside legal counsel. The City Council shall evaluate the performance of the City Attorney annually during an executive session held on or before May 1st. The City Council shall set annual performance measures for the City Attorney and shall review, modify as needed, and approve a draft version of the City Attorney's proposed budget for the upcoming fiscal year.

**AUTHORITY**

[Lakewood Home Rule Charter, Section 4.6](#)

By adoption of the Policy and Procedures Manual

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**PROCEDURE**

The Charter of the City of Lakewood identifies the City, and each of its component parts, as the client of the City Attorney and establishes the City Council as the supervisor of the City Attorney. As the City Attorney is the direct employee of the City Council it is in the City Council's best interest to establish an employment relationship with the City Attorney via employment contract, including setting general job performance standards.

Whether or not the City Attorney operates in accordance with an employment contract, the City Council will annually review the City Attorney on or before the first day of May. Prior to the date of the City Attorney's performance review, the City Attorney will provide the members of the City Council with a report showing how the performance standards were met, how the CAO budgeted dollars were spent, and any proposed updates to the following year's CAO departmental budget. The City Council will meet with the City Attorney in Executive Session. At the Executive Session, the City Council will discuss any points of concern, develop/accept performance measures for the subsequent year, and review a draft of the CAO department budget for the following year. The City Council shall determine a merit increase for the City Attorney to be formally approved in an open session unless set forth within an employment contract.

# COMMITTEES, BOARDS AND COMMISSIONS 04

## **POLICY 04.1**

## **CITY COUNCIL COMMITTEE ASSIGNMENTS**

### **POLICY**

City Council Members, in addition to their responsibilities in representing constituents through policy-making decisions for the City of Lakewood, are asked and expected to serve on City Council committees in a number generally equal to the number of committees served upon by all other members of the City Council.

City Council Committee appointments are made annually in the manner set forth in the procedure section below. Once a City Council Committee position has been assigned to a member of the City Council the position may be reassigned to a different member of the City Council during the term of appointment only if the Council Member holding that position requests the reassignment by notifying the Mayor in writing (i.e., letter or email) except pursuant to Policy 05.4.

### **City Council Committees**

Committees arise from a number of sources and needs:

- Community organizations that have asked for City Council leadership.
- Intergovernmental in nature (e.g. Colorado Municipal League; Denver Regional Council of Governments, etc.).
- Required by law to have an elected official as a member (e.g., Head Start Policy Board).
- Others are groups providing specific guidance to staff or others (e.g., the Council Legislative Committee; and Budget and Audit Committee).
- Ad hoc committees, which are formed as needed by a vote of the City Council.

Staff liaisons for all committees will be designated by the City Manager.

Descriptions of each Committee, Commission and Board shall be maintained by the City Clerk's Office and shall be posted on the City's website.

### **City Council Committees as of the adoption of this manual, not including ad hoc, are:**

#### **City Council Committees**

- Housing Policy Commission
- Legislative Committee
- Screening Committee
- Judges Salary Review Committee
- Ad Hoc Committees as needed
- Budget and Audit Board (joint City Council and citizen members)
- Sustainability Committee (joint City Council and citizen members)

### **Employee Boards that include a member of the City Council**

- ~~Employee Money Purchase Pension Plan~~ **Lakewood Employee Pension Board**
- ~~Police Pension Board~~ **Police Death and Disability Board**

### **External Intergovernmental Boards (All Council)**

- ~~Head Start Executive Committee~~ **Governing Board**

*Note: This role is only applicable during a time period when the City of Lakewood is the provider of Head Start Services. The City Council may designate a smaller committee of the membership of the City Council to manage the regular responsibilities of this role.*

### **External Intergovernmental Boards (By Appointment)**

- Colorado Municipal League Policy Committee
- Denver Regional Council of Governments (DRCOG)
- Jefferson County Community Corrections Board
- Jefferson County Criminal Justice **Coordinating Committee (Review whether to designate the Police Chief as the alternate for Councilmembers on this committee until a political issue is brought to that committee requiring an elected official's participation.)**
- Sister Cities Committee
- Police Seizure Fund Committee
- Urban Drainage and Flood Control District
- Jefferson County Transportation Advisory and Advocacy Group (JEFFTAAG)

## **AUTHORITY**

### Ad Hoc Committees

[Lakewood Home Rule Charter, Section 4.5](#)

### Boards and Commissions, General

[Lakewood Home Rule Charter, Section 4.5](#)

[Lakewood Municipal Code Chapter 2.01](#)

### Budget and Audit Board

[Lakewood Municipal Code, Chapter 2.55](#)

### Design Review Commission

[Lakewood Municipal Code, Chapter 2.58](#)

### Employee Money Purchase Pension Plan

The Employee Money Purchase Pension Plan enabling documents

### Housing Policy Commission

[Lakewood Municipal Code, Chapter 2.57](#)

### Judicial Nominating Committee

[Lakewood Home Rule Charter, Section 5.3](#)

### Judicial Review Commission

[Lakewood Home Rule Charter, Section 5.9](#)

[Lakewood Municipal Code, Chapter 2.21](#)

### Lakewood Advisory Commission (LAC)

[Lakewood Municipal Code, Chapter 2.56](#)

Planning Commission

[Lakewood Home Rule Charter, Section 9.1](#)

[Lakewood Municipal Code, Chapter 2.16.010](#)

Police Retirement

[Police Retirement and Disability Benefits](#)

Screening Committee

City Council Policies and Procedures

---

## **PROCEDURE**

The Mayor shall make recommendations for City Council committee assignments in January (or earlier) for the duration of the calendar year (or the following calendar year), and re-assignments at the time of need.

The City Council member committee appointment process begins when the Mayor sends a memo to all members of the City Council identifying the available committee assignments and asking each Council member to select those of most interest to them. The Mayor will attempt to match Council members with their individual interests, when possible, given any restrictions that may be in place.

The Mayor's recommendations are generally ratified by a single formal action of the City Council. Prior to ratification any Council Member can request a recommendation of appointment be removed from the primary list for separate consideration or may nominate themselves or a fellow councilor to fill a committee assignment in a manner different from that recommended by the Mayor.

**POLICY**

The Screening Committee is a permanently established committee of the City Council which shall consist of five (5) City Council members – one (1) from each of the five (5) Wards – and is responsible for making recommendations to the City Council regarding applicants for the City’s Boards and Commissions that are comprised of Lakewood citizens. Screening Committee meetings shall be open to the public and posted in accordance with state and local open meeting requirements and shall be listed under Public Meetings notices on the City website. Appointments will be made by City Council Resolution.

Citizen Boards and Commissions for which the Screening Committee shall be responsible for interviewing applicants and making recommendations to the City Council include:

- |                                   |  |
|-----------------------------------|--|
| Budget and Audit Board            | Planning Commission/Board of Adjustment                  |
| Board of Appeals                  | Victim Assistance Compensation Board                     |
| Design Review Commission          | Historic Preservation Board                              |
| Judicial Review Commission        | Judicial Review Commission                               |
| Lakewood Advisory Committee (LAC) | Noxious Weed Local Authority                             |
| <b>Sustainability Committee</b>   | <b>Ad Hoc Committees as assigned by the City Council</b> |

The Screening Committee is further authorized to review any request from a board or commission chairperson regarding the removal of a member from such board or commission based upon excessive absences. To refer a request for removal to the Screening Committee the referring board or commission shall verify that such member has missed 30% of the meetings of such board or commission. The Screening Committee shall review the request including any statement submitted by the individual whose membership is in question. If, after reviewing all statements provided, the Screening Committee determines that such member is not currently able to fulfill the duties of such member’s assignment then they shall make a recommendation to the City Council to remove such member from the assigned board or commission. Upon the screening committee’s recommendation, the City Council may act to remove the board or commission member.

**AUTHORITY**

Ad Hoc Committees

[Lakewood Home Rule Charter, Section 4.5](#)

Board of Adjustment

[Lakewood Municipal Code, Chapter 2.16](#)  
[Lakewood Home Rule Charter, Section 9.1\(e\)](#)

Boards and Commissions, General

[Lakewood Home Rule Charter, Section 4.5](#)  
[Lakewood Municipal Code Chapter 2.01](#)

Budget and Audit Board

[Lakewood Municipal Code, Chapter 2.55](#)

Board of Appeals

[Lakewood Municipal Code, Chapter 14.12](#)

Design Review Commission

[Lakewood Municipal Code, Chapter 2.58](#)

Employee Money Purchase Pension Plan

The Employee Money Purchase Pension Plan enabling documents

Housing Policy Commission

[Lakewood Municipal Code, Chapter 2.57](#)

Judicial Nominating Committee

[Lakewood Home Rule Charter, Section 5.3](#)

Judicial Review Commission

[Lakewood Home Rule Charter, Section 5.3](#)

[Lakewood Municipal Code, Chapter 2.21](#)

Lakewood Advisory Commission (LAC)

[Lakewood Municipal Code, Chapter 2.56](#)

Planning Commission

[Lakewood Home Rule Charter, Section 9.1](#)

[Lakewood Municipal Code, Section 2.16.010](#)

[Lakewood Municipal Code 17-1-7](#)

Screening Committee

City Council Policies and Procedures

Victims Assistance Board

[Lakewood Municipal Code 1.17.060](#)

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## PROCEDURE

The Screening Committee shall be guided by the following rules:

- I. Meetings.
  - Committee meetings shall require a quorum of no less than three members.
  - Staff will arrange Committee meetings and contact Committee members regarding scheduling.
- II. Interviews.
  - All openings upon any of the City's Boards and Commissions that are comprised of Lakewood citizens will be advertised.
  - In the event that a single applicant applies for a vacancy, the deadline for applications will be extended one time to solicit additional applicants.
  - The Boards and Commissions Coordinator will coordinate interviews of at least three (3) candidates, but the number of candidates to be interviewed shall be flexible and should be discussed with the chairperson prior to scheduling.
  - The Committee will interview all applicants for boards and commissions, including incumbents applying for reappointment. Notwithstanding the foregoing, if an applicant was last interviewed within the previous six months for the same board or commission to which such applicant is currently applying the Screening Committee may agree to waive an interview. This waiver of interview provision shall not apply to applicants for the Planning Commission.

- The Committee shall conduct all applicant interviews in a fair and consistent manner by adhering to the committee-approved question list for each position.
- For Planning Commission applicant interviews, the Mayor and the Council member not on the screening committee and from the ward of the applicant will be invited to attend and may participate in the discussion following the interviews. However, the Mayor and the aforementioned Council member cannot participate in the interviews or vote.
- Individuals who have applied for a committee but not been selected for that committee may be considered for other committees by the Screening Committee and offered a position on another committee.

**POLICY**

The City Council shall establish the compensation of all judges of the Municipal Court by ordinance as required by the City’s home rule charter.

**AUTHORITY**

[Lakewood Home Rule Charter, Section 5.8\(a\)](#)  
[Lakewood Municipal Code, Chapter 2.20.050](#)

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**PROCEDURE**

The Judges’ Salary Review Committee will be formed each year following the policy and procedure outlined in Policy 04.1.

The City Manager or designee, in coordination with the Department of Human Resources, shall conduct a salary survey of municipal and county judges in the Denver metropolitan area. The survey results shall include a weighted average of municipal judges' salaries and other relevant salary information. The salary survey shall be provided to the Judges' Salary Review Committee by the end of the first week of April each year.

Upon completion of the salary survey and no later than April of each year, the City Manager or designee shall schedule a meeting among the Salary Committee and the Presiding Municipal Judge to discuss the salary survey and to exchange information about the Municipal Court and judges.

The Committee shall thereafter submit to the City Council a proposed Judicial Pay ordinance, prepared by the City Manager or designee, containing the Committee’s recommendations for the salaries of Municipal Judges and the Presiding Municipal Judge. The ordinance shall include a recommended hourly rate for Associate Municipal Judges. This process should be completed by May of each year.

The City Council shall consider the Judicial Pay ordinance at the next available regular City Council meeting.

# MEETINGS 05

## **POLICY 05.0**

## **MEETINGS DEFINED/OPEN MEETINGS**

### **POLICY**

All meetings of the members of the City Council shall comply with the Colorado Open Meetings Law (OML), which broadly defines a "meeting" as "any kind of gathering convened to discuss public business, in person, by telephone, electronically, or by other means of communication." This definition may be updated to remain in compliance with the COML.

**Regular meetings** are defined as regularly scheduled meetings of the City Council held at City Hall at a day and at an hour established by ordinance. Business of the City Council may be conducted at any regularly scheduled meeting.

**Special meetings** are defined as meetings of the City Council which are set as needed pursuant to notification procedures established by ordinance. Business of the City Council may be conducted at any special meeting. A Special Meeting may be scheduled either by majority vote of the City Council at a Regular Meeting or by a "Notice of Special Meeting" signed by the Mayor and three Council members and delivered to all Council members at least twenty-four (24) hours in advance of the Special Meeting. If notice is delivered to City Council members, then they must sign a receipt for the Notice of Special Meeting which is to be returned to the City Clerk for record keeping purposes. Full and timely notice must be given to the public prior to a special meeting.

**Emergency meetings** are defined as meetings of the City Council which are needed to address an emergency situation of the City. An emergency meeting is different from a regular special meeting in that it may not be able to be noticed to the public twenty-four (24) hours in advance of the meeting. Limited business of the City Council may be conducted at an emergency meeting in accordance with the provisions of [L.M.C. 2.02.050](#).

**Study session meetings** are defined as meetings of the City Council to provide an opportunity for the City Council to study a matter of the City. Full and timely notice must be given to the public prior to a study session. The purpose of a study session is to give City Council the chance to work on a particular issue or issues and to provide city staff with direction in drafting proposed legislative action. No final decisions of the City Council may occur during a study session. Administrative decisions may be undertaken at a study session, including but not limited to, directing staff to place a matter on a future agenda of a regular or special meeting, setting a date for future action, or seeking consensus on directing staff to undertake a future action.

**Workshop meetings** are defined as informal meetings of the City Council to meet a specific goal of the City Council. City Council retreats are one type of workshop meeting, but a workshop may be established in any format to meet the needs of the City Council including, but not limited to, site visitations within or outside the City. Full and timely notice must be given to the public prior to holding a workshop meeting. No public input is anticipated at workshop meetings. Minutes are not kept at workshop meetings due to the informal nature of the meeting. No formal action may be taken at a workshop meeting, but administrative decisions may be undertaken, including but not limited to, directing staff to place a matter on a future agenda of a regular or special meeting, setting a date for a future action, or seeking consensus on directing staff to undertake a future action. An audio recording of a workshop meeting shall be made. (See Policy 05.16 regarding the City Council's annual planning retreat workshop meeting.)

**Committee meetings** are defined as set forth in Policy 04.1. Meetings of committees of the City Council are open meetings. Full and timely notice of all City Council committee meetings shall be given to the public prior to a committee meeting. Committee meetings shall be recorded either by auditory or video means.

Committee meetings are less formal than other meetings of the City Council and may follow less formal procedural rules at the discretion of the committee chairperson.

See [Addendum 1](#) of this Policy and Procedure Manual for a sample meeting schedule and order of business details.

## **AUTHORITY**

[Lakewood Home Rule Charter, Section 2.15](#)

[Lakewood Municipal Code, Chapter 2.02](#)

[C.R.S. 24-6-402\(1\)\(b\)](#)

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## **PROCEDURE**

Based on the definition of “meeting” in the Colorado Open Meetings Law, virtually any time *three or more* Council members discuss public business, the discussion could be considered a meeting requiring notice to the public, regardless of whether the Council members are in the same room, talking by telephone, or communicating serially via email or other electronic medium.

The Colorado Supreme Court has ruled that “merely discussing matters of public importance” does not trigger the requirements of the OML; there must be a “demonstrated link” between the matter discussed and the City Council’s policy-making powers, such as an **anticipated** rule, regulation, ordinance or other formal action **by the City Council**.

**POLICY**

A public meeting includes any kind of gathering convened to discuss public business, in person, by telephone, electronically, or by other means of communication. All public meetings of the City may be conducted by telephonic, electronic or hybrid means in accordance with this Policy. The term “Mayor” also includes the Mayor Pro Tem and/or the presiding officer conducting a public meeting. If the Mayor is participating in a meeting by electronic means and the Mayor Pro Tem is participating in person, the Mayor Pro Tem (or other designated chairperson who is physically present) shall preside over the meeting.

**AUTHORITY**

[Lakewood Home Rule Charter, Section 2.15](#)

[C.R.S. 24-6-402\(1\)\(b\)](#)

[C.R.S. 24-6-401, et seq](#)

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**PROCEDURE**

**I. Electronic (Remote) Participation.**

Meetings of the City Council shall be primarily conducted in person at City Hall. However, individual members of the City Council may participate in meetings by telephone or electronically using a platform approved by the City when said Councilperson has reason to be away for either personal or health reasons and when all of the following conditions are met:

- A. All members of the City Council, City staff and the public can hear one another clearly, can communicate with one another, and can hear or read all meeting information in a manner designed to provide maximum participation;
- B. The member is in a physical location with good connectivity (telephone or internet) that is free from distractions to other meeting participants;
- C. Members of the public can hear the public meeting, including all members participating remotely;  
**and**
- D. All votes are conducted in a manner that documents each member’s vote. ~~;~~**and**
- E. ~~To the extent possible, full and timely notice is given to the public setting forth the time of the meeting and the fact that some members of the body may participate remotely.~~

**II. Meeting Notices.**

Meetings at which the members of the **governing** body are personally present, in whole or in part, which provide electronic means to allow for **other** members of the City Council to participate remotely shall be known as “hybrid” meetings. Meeting notices shall advise the public when a public meeting is anticipated to be in a hybrid format, however, such notices shall also advise the public that unanticipated technological issues that prevent a meeting from being held in a hybrid format shall not be grounds for canceling a public meeting.

**III. Arranging for Electronic Participation.**

- A. A Councilperson desiring to participate by telephonic or electronic means shall contact the City Clerk at least twenty-four hours (24) in advance of a public meeting, or as far in advance of the meeting as possible.

- B. Telephonic or electronic participation shall only occur using a telephonic or electronic platform approved by the City.
- C. The Mayor is authorized to discontinue a Councilperson's participation in a meeting if the communication of the Councilperson is unclear to the meeting participants. The Mayor shall state for the record the reason for discontinuing a Councilperson's participation and the time of such discontinuance. The member may be readmitted later in the meeting if such technological issues are corrected. The Mayor shall state for the record the time at which such member was readmitted to the meeting.

#### **IV. Effect of Electronic Participation**

- A. **Effect of Electronic Participation.** A Councilperson who participates in a meeting by electronic means consistent with this Policy shall be considered "present" at the meeting for purposes of establishing a quorum and entitled to vote on matters coming before the City Council.
- B. **Executive Sessions.** In the event that the City Council holds an executive session, participants may be authorized to attend via telephonic or electronic participation. A Councilperson participating in an executive session remotely shall: (a) have a secure telephone or electronic connection, and (b) certify that they are located within a controlled area to which no other person has access (typically indoors, within a closed room). Executive sessions for personnel matters shall not be open for electronic participation except with the approval of the employee who is the subject of the executive session in accordance with the Open Meetings Law.
- C. **Quasi-Judicial Hearings.** A Council member may not actively participate in a quasi-judicial public hearing or vote upon the outcome of such quasi-judicial public hearing in recognition that virtual participation has inherent limitations, including limiting one's ability to fully evaluate a speaker's non-verbal language in assessing veracity or credibility, and observing nonverbal explanations (e.g., pointing at graphs and charts) during a speaker's presentation or testimony. A Council member who is not physically present at a quasi-judicial public hearing shall not be prohibited from monitoring/listening to the quasi-judicial public hearing through an electronic means.

#### **V. Reasonable Accommodations.**

The City Council may waive or modify provisions of this Policy for the benefit of any meeting participant or member of the public in accordance with the Americans with Disability Act in order to address a situation not otherwise addressed by this policy. Additionally, reasonable accommodations will be made for meeting participants and members of the public, **at both electronic and in-person meetings**, who have requested language interpretation and wish to address the City Council in their primary language.

**POLICY**

All City Council meetings shall be open to the public and, with the exception of emergency meetings, public notice shall be provided in accordance with state and local open meeting requirements and shall be listed under Public Meetings notices on the City’s website.

**AUTHORITY**

[Lakewood Home Rule Charter, Section 2.15](#)

[C.R.S. 24-6-402\(2\)](#)

[Lakewood Municipal Code, Chapter 2.02](#)

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**PROCEDURE**

**I. Public Meetings.**

- A. A “public meeting” occurs, and must be open to the public, whenever three or more City Council members convene in person, by telephone, electronically or by other means: (i) to discuss public business pursuant to the City Council’s policy-making powers; or (ii) to contemplate taking formal action.
- B. City Council Retreats. If a retreat or other form of workshop meeting is attended by three or more City Council members and either of the situations identified in “A” above occur, it is a meeting that must be open to the public.
- C. City staff meetings are not subject to public meeting requirements.
- D. Staff meetings attended by three or more City Council members may be public meetings and open to the public if, while at the staff meeting, the three or more City Council members: (i) discuss public business pursuant to the City Council’s policy-making powers; or (ii) contemplate taking formal action. **Discussion of administrative matters shall not be construed as policy making. Administrative matters include organizational tasks the City Council follows to function including setting dates for meetings, agenda setting, and other non-policy decisions.**

**II. Public Notice of City Council Meetings.** City Council meetings shall be held only after full and timely notice to the public. The official posting place for all public notices is the bulletin board located in the atrium at Civic Center South, 480 S. Allison Pkwy., but all notices shall also be posted on the City’s website. Notice of a public meeting shall be considered full and timely when posted no less than twenty-four (24) hours before the meeting.

**POLICY**

A quorum of six (6) or more City Council members must be present at a properly convened meeting in order to conduct any business.

If, after lawfully convening a regular or special meeting of the City Council, less than six members of the City Council are present at the meeting and sitting in the space assigned to the City Council, the meeting is considered temporarily recessed. If after ten (10) minutes, six (6) members of the City Council fail to both be present at the site of the meeting and sit in the space assigned to them the City Council meeting shall be formally adjourned. The only action that a group of less than six (6) members of the City Council may take prior to adjournment is to set the date of the next meeting of the governing body.

Quorums for City Council committees or subcommittees shall be a majority of the membership of such committees.

**AUTHORITY**

[Lakewood Home Rule Charter, Section 2.16](#)

[C.R.S. 24-6-402\(2\)](#)

By adoption of the Policy and Procedures Manual.

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**PROCEDURE**

A quorum consists of a simple majority; *i.e.*, a minimum of six (6) of the eleven (11) Council members must be present in order to hold a Regular or Special City Council Meeting. A quorum is the number of City Council members present at a formally convened meeting necessary for the City Council to conduct business.

Notwithstanding this quorum requirement, any discussion of public business, *i.e.* a matter that will be formally acted upon by the City Council, involving three or more members of the City Council, is considered a public meeting subject to the Open Meetings Law because the business of the governing body is being discussed in anticipation of the matter being presented to the City Council for action even if no formal action may be taken at the time of the discussion.

**POLICY**

**Attendance at City Council Meetings.** City Council members are expected to serve the public by attending all meetings of the full City Council for the entire length of the meeting regardless of the form of the meeting. Absences equal to or greater than **thirty percent (30%) of all regular, special, workshop and study sessions**, during the calendar year may be cause for removal from the City Council in accordance with the City Home Rule Charter and Municipal Code. Briefly leaving a meeting for less than ten minutes shall not be considered an absence from the meeting but may be recorded in the minutes for purposes of establishing a quorum.

**Attendance at committee meetings.** Failure to attend City Council committee meetings may result in the chair of such committee requesting that the Mayor visit with the absentee council member to assess their ability to uphold their responsibilities associated with such committee membership and determine solutions including removal from the committee. **If removed, to maintain fair and balanced Council committee representation, the Mayor may consider other committee assignments for the Council Member in question.** Alternatively, committee members may seek approval of any absences from the chair of such committee.

**AUTHORITY**

[Lakewood Home Rule Charter, Section 2.15](#)

[Lakewood Home Rule Charter, Section 2.13](#)

[Lakewood Municipal Code, Chapter 2.05](#)

By adoption of the Policy and Procedures Manual

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**PROCEDURE**

Attendance at meetings other than regular or special meetings, study sessions, workshops, or the City Council member’s assigned committee meetings, is at the discretion of the individual City Council member.

Notification of an absence should be made by email to the Mayor or Committee Chair and the City Clerk prior to the meeting. The City Clerk shall notify the City Council by email, prior to the **any such** meeting, of any absences from meetings of the full governing body of which the Clerk has been informed.

**POLICY**

The position of a City Council member is a demanding one. It is the overall responsibility of each member of the City Council to prepare for meetings and engage in relevant community conversations outside of scheduled meetings. Specific preparation for each meeting of the City Council is critical to ensure the most effective meeting of the governing body.

1. City Council members should, if possible, avoid surprising their colleagues or staff. To the maximum extent possible, City Council members should advise the Mayor and the City Manager in advance of any substantive issues, questions, or changes they intend to bring up at the public meeting which would likely require staff research and response. This refers to issues and questions that the staff would not normally anticipate or have researched for that particular meeting.
2. City Council members should advise the Mayor and the City Manager in advance of pulling items from the consent calendar. This will allow the Mayor and City Manager to prepare staff for the additional steps necessary to address such items.
3. City Council members should be prepared for City Council and committee meetings, which includes having read all agendas and supporting documentation or presentations prior to the meeting.
4. City Council members should remember that they may each hold the floor for no longer than five minutes to ask questions or speak on a topic, and then they must wait to request the floor again until after all other City Council members have been given the opportunity to hold the floor.
5. To the extent feasible, City Council members should stay abreast of regional issues affecting neighboring cities, counties, and the operations of other districts or agencies.

**AUTHORITY**

[Lakewood Home Rule Charter, Section 2.1](#)

[Lakewood Home Rule Charter, Section 2.10](#)

Bob's Rules of Order

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**POLICY**

Any regular or special City Council meeting may be recessed to an executive session in the manner set forth in [C.R.S. 24-6-402\(4\)](#).

No formal action may be taken in the executive session. When a matter discussed in an executive session is later discussed on the record at an open meeting, the record must indicate what policy considerations and motivations led to any final decision.

Whenever possible, the intention to call for an executive session, including the topic and statutory citation which authorizes such executive session, should be identified on the City Council agenda for the meeting during which the City Council seeks to recess into executive session. Notwithstanding the foregoing, executive sessions may be held even if not identified on the official agenda if a motion for executive session is approved by a vote two-thirds of those present.

Topics for executive sessions shall be limited to those set forth in [C.R.S. 24-6-402\(4\)](#) and the City's home rule charter.

**AUTHORITY**

[Lakewood Home Rule Charter, Section 2.15](#)

[C.R.S. 24-6-402\(2\)](#)

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**PROCEDURE**

To recess into executive session, a City Council member must make a motion for an executive session and must announce the topic of discussion including (i) the specific citation to the Open Meetings Law authorizing the topic for executive session; and (ii) identification of the particular matter to be discussed in as much detail as possible without compromising the purpose for which the executive session is authorized. The City Council shall then vote on whether to hold the executive session as described. The motion is approved upon an affirmative vote of two-thirds of the City Council members present. The minutes of the regular or special meeting must reflect the topic of discussion at the executive session.

**POLICY**

The agenda-setting process is an ongoing, combined effort by the City Council and the City Manager (or designees).

The City Council sets the legislative priorities for the year during the annual planning retreat and those legislative priorities are the basis of the City staff's work assignments, and City Council initiatives and agenda items. (See Policy 5.16 – Annual Planning Retreat). Agenda items and staff direction are also created through study sessions, committees, and requests for council action which includes requests for legislative modification.

The Mayor and Mayor Pro-Tem, under direction of the City Council and with the advice of the City Manager, manage the City Council agenda and calendar to ensure that the annual planning retreat goals are met, and new agenda items are accommodated.

The Mayor and/or Mayor Pro-Tem should advise the Council regularly on the progress of the agenda setting.

**AUTHORITY**

By adoption of the Policy and Procedures Manual

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**PROCEDURE**

City Council members may submit requests for agenda items during the annual planning retreat and throughout the year by filling out a request form and submitting such to the City Manager (or designee). At a minimum, the request must include the requestor's name, a description of the request, the goal or objective that the request aims to fulfill, and a self-assessment as to the priority level of such request. Requests submitted outside of the annual planning retreat should also be self-assessed as to whether such requests should supersede resources otherwise directed to the previously adopted policy priorities.

Requests submitted outside of the annual planning retreat are added to the next "in progress" regular City Council meeting agenda/meeting packet subject to the internal packet deadline process. The request will be listed on the agenda under General Business for consideration by the City Council as a whole. The timing of the submittal determines when the request will be reviewed by the City Council. Meeting agendas and packets must be posted to the City website ten (10) days prior to the meeting date, so requests will be placed upon the agenda of the next "in progress" regular meeting. An "in progress" meeting refers to the regular meeting agenda and packet that is in the development stage and is not yet finalized for posting.

New requests for agenda items that are **presented during General Business which are** approved by the City Council for future action will either be prioritized by action of the City Council or will be evaluated and prioritized by administrative staff against the backlog of open, prioritized items.

The City Council priorities dashboard may be updated to include unprioritized "parking lot" items that have been approved for such addition by the City Council as priorities. General items that are outside of the City Council's approved list of priorities will be prioritized by the City Manager in relation to available City resources.

**POLICY**

**Procedural Rules.**

The Mayor may, at their discretion, seek to modify procedural rules and/or guidelines for a particular hearing or meeting, as long as the modification is within the guidelines of the adopted rules of Parliamentary Procedure and isn't in conflict with any constitutional provisions, law, statute, or ordinance or resolution heretofore or hereafter adopted. **The Mayor shall have the authority to change the order of presentation of items on a meeting agenda to accommodate speaker availability or other administrative concerns.** Members of the City Council who wish to make electronic presentations, such as PowerPoint slides or videos, regarding any topic on the agenda must submit such presentations to the Mayor by noon on the day of the meeting so that the Mayor will be aware of how much time to allot to each agenda item.

It is the Mayor's responsibility to uphold the decorum of the meeting which includes prohibiting actions which are disruptive to the conduct of the business of the meeting. **The actions of the Mayor to uphold decorum shall be content neutral but recognize the fact that public meetings are closed public forums, although certain portions of a meeting may be identified as a limited public forum for identified public comment. The City has an interest in conducting the business of the City during those times in which the public has an expectation of City business being conducted but is also interested in providing opportunities for citizen statements including through alternative channels for communication such as Lakewood Speaks.**

**Check-in.**

**During any noticed meeting of the City Council, there will be** a check-in at 11:00 p.m. and every hour thereafter to evaluate whether it is appropriate to continue the meeting. The City Council may extend the time for public comment during a check-in or may determine that due to the lateness of the hour modifications to the meeting may be appropriate. Modifications may include moving remaining individuals wishing to make public comment to the City's online comment portal, recessing the meeting to another date certain or adjourning the meeting.

**City Council Meetings include both closed and limited public forums.**

City Council meetings are generally closed public forums (i.e. limited to the work of the City Council) unless the agenda specifically establishes a limited public forum by designating an opportunity for members of the public to participate in a City Council meeting. Limited public forums will be recognized for both Public Hearings and General Public Comments. The time, place and manner of how limited public forums will be carried out shall be either as set forth within this policy or as otherwise indicated upon the face of the meeting agenda or by the Mayor. Speakers should note that public comment opportunities are provided for the City Council to **receive** public comment. Public comment is not an opportunity for the members of the City Council to engage with the public.

Nothing within this policy shall be construed to require the City Council to subject itself and its citizens to online commenters taking advantage of an online opportunity to violate any limited public forum established by the City Council. Limited public forums allow some restrictions on speech that would be unconstitutional in a designated general public forum. The goal of public comment is to create a welcoming, safe and inclusive

community for all that encourages members of the community to share any concerns with the City of a local government nature and for the public to influence and provide community expertise on items appearing on the agenda and upon any other community issues.

## **Public Hearings.**

### *Administrative Public Hearings.*

The primary role of the City Council is legislative which involves the development and implementation of laws and policies that apply citywide. Examples of legislative action include the adoption of new codes or the approval of contracts. A public hearing is held prior to the City Council taking final action on any legislative item (administrative public hearing). During an administrative public hearing anyone can comment on the merits of the proposed law/action. The “legislators”, i.e. the members of the City Council, may also obtain input from other sources, including resident testimony received in person, by phone or by email. City Council Members may consider any information received, as well as their own personal beliefs, in deciding whether to approve the legislative action.

### *Testimony/commentary from the Public at Administrative Public Hearings.*

A public hearing shall be scheduled for every item shown on the agenda upon which the City Council will take formal and final action by Ordinance or Resolution. Members of the public may present up to three minutes of testimony on the item. Resolutions consolidated upon the Consent Agenda for final action may be testified upon by the public during the public hearing to accept testimony on consent agenda items. Ordinances placed on the consent agenda for notification purposes are not available for public testimony. The time for speakers to speak regarding any item on the agenda may be reduced from three minutes to less than three minutes for items with an unusually large public interest to allow for all interested parties to have an opportunity to provide testimony. **Each speaker is limited to one statement on Lakewood Speaks and one in-person comment on any agenda item.**

### *Online Viewers at Public Hearings.*

Online viewers of regular or special City Council meetings will be given the opportunity to provide ~~verbal testimony at such public hearings upon the topic set forth upon the face of the agenda if they register in advance with the City Clerk prior to noon of the day of the meeting~~ **testimony via Lakewood Speaks**. Any departure from the specific topic of the public hearing is outside the scope of the public hearing and not permissible. The Mayor may act immediately to end testimony that is outside the scope of the limited public forum concerning the agenda item. If the Mayor ends any virtual commentary that has gone outside the scope of the public hearing the Mayor will make a brief statement for the record explaining why the speaker’s commentary was impermissible. The advance registration system for online public comment/testimony will be established by the City Clerk’s Office.

### *Time limits at Public Hearings for HOA representatives and Registered Neighborhood Associations.*

A formally selected representative of a registered neighborhood association or neighborhood organization who wishes to speak in person shall be allowed to speak for up to ten minutes at a public hearing regarding a matter on the agenda impacting such neighborhood association. **HOAs and registered Neighborhood Associations who wish to be represented as a registered neighborhood association may register their selected representative with the City Clerk or provide other documentation of HOA authorization acceptable to the City Clerk establishing an alternative representative for a specific meeting.**

### *Time limits at Public Hearings for members of the public using language interpretation services.*

If a member of the public who has requested language interpretation services wishes to speak at a public hearing in their primary language, time spent interpreting their comments will not be counted towards their time limit, i.e. three minutes or the time limit allotted for other individual participants, to address City Council.

*“Pooling” agreements.*

In-person speakers may use “pooling” of time to add to the length of their comment **pool the speaking time period of a group of four or more speakers** for public hearings. To pool time, so as to be granted up to ten minutes of speaking time, a speaker must present the names of at least three individuals who are present in the audience when the speaker is speaking and who wish to yield their three minutes to the speaker. All supplemental three people must be present when the speaker is called to speak. At any time before the speaker is called to approach the podium, an individual who yielded such person’s time to the speaker may reclaim the time from the speaker and may preserve it for later in the meeting. Such action shall terminate the pooling agreement.

~~Virtual attendees shall not be afforded the opportunity to pool time as there is no ability to verify that other individuals are present and seeking to pool their speaking time. Additionally, Virtual attendees have the alternative of submitting~~ **may submit** a statement via the City’s online comment portal **Lakewood Speaks** which does not have a limitation on the length of comments submitted, **but does limit speakers to one comment per agenda item.**

### **General Public Comment.**

*Public comment.*

The City’s agenda will provide an opportunity for general public comment (public comment) at which members of the public may present up to three minutes of commentary on any matter of a public nature. Public Comment will be scheduled on the agenda in a manner that best balances the needs of the City Council to hear from members of the community with the needs of the City Council to complete the business of the City established by the meeting agenda. The Public Comment period may be established as a single agenda item or may be split to allow for 1) some public comment earlier in the meeting, and 2) additional public comment to be heard later in the meeting. Speakers are only permitted to speak one time during public comment irrespective of whether public comment is divided into two places on the agenda.

Public Comments may be made in person at a regular meeting of the City Council or via an online forum for written public comment or through an established City telephone messaging system. Online viewers of City Council meetings will be directed to use the City’s online written public comment portal or the telephone messaging system. **Each speaker is limited to one statement on Lakewood Speaks and one in-person comment on any agenda item.**

- Dividing Public Comment on the agenda shall include an initial period of public comment scheduled prior to the consent agenda. This initial period of public comment allows for up to ten total in-person speakers to provide their public comment earlier in the meeting and shall prioritize those with special needs when the City Clerk is made aware of such needs in advance of the meeting. There shall be no pooling of time. Speaking during this initial period of public comment requires signing up to speak with the City Clerk **by 5:00 p.m. on in advance of the day of the meeting. The City Clerk must have actually received the request to participate in public comment by 5:00 p.m.**
- **The Public Comment agenda item** scheduled for after the business of the meeting is not specifically limited to any time frame, but it may be limited by the 11:00 p.m. check-in during any regular or special meeting of the City Council **by majority vote of the City Council.**
- TIME, PLACE, and MANNER restrictions upon public comment. The City Council wants to provide an opportunity for all members of the community to speak to the City Council in the manner in which they are most comfortable. The City Council also recognizes that allowing general comment to continue significantly past 11:00 p.m. restricts the ability of most of the community at large to be present at or listen to that part of the City Council meeting that follows general public comment.

Therefore, after 11:00 p.m. public speakers may be required to submit their public comments through the City's online public comment forum rather than make a verbal presentation.

Recordings of Public Comment shall be kept by the City Clerk's Office. Public comment that is provided in person or through the City's verbal messaging system will not be transcribed (i.e. recorded verbatim) but will be summarized for the City's official record. Public comments that **is are** received via the City's online public comment forum will be copied verbatim into the City's official record.

#### **Presentation aides.**

To conform to the Open Meeting law and Open Records Act no handouts or other reference items will be accepted by the City Council members during a City Council meeting. Any items to be shared with the City Council for reference at a City Council meeting must be provided to the City Clerk in advance of the meeting. Electronic presentations for use by members of the public during any public hearing or public comment period, such as PowerPoint slides or video, must be submitted to the City Clerk's office by noon the day of the meeting to assure that such items will conform to the technology available **and to avoid the introduction of electronic viruses into the City's technology system**. Any items provided to the City Clerk will be published for viewing both by the City Council and the public. Presentations at a study session must be related to the study session topic on the agenda.

## **AUTHORITY**

[Lakewood Municipal Code, Section 2.02.020\(B\)](#)

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## **PROCEDURE**

In the event a hearing or meeting is anticipated to be particularly contentious or public participation at a hearing or meeting is expected to be extensive, or for other good cause, the Mayor, at the commencement of such hearing or meeting, may propose a procedural rule and/or guideline change.

A simple majority ~~is required to~~ **vote of the City Council may** change the order of the agenda at the request of a member of the City Council. Additionally, the Mayor is authorized to modify the agenda at the Mayor's discretion. The basis for making any modification to the agenda shall be stated for the record.

**Policy****Motions.**

Any City Council member may make or second a motion to approve, amend, table or continue any matter before the City Council in accordance with the adopted Rules of Parliamentary Procedure. To assure that the agenda is carried out in the most efficient manner possible, the Mayor Pro Tem will generally make the necessary motions regarding matters placed on the agenda for action.

**General Business.**

General business is an agenda item intended to allow members of the City Council to present an action item to the City Council for proposed future action.

Any member of the City Council may make a motion during general business to seek consensus from the body as a whole to schedule an item for future action or send the matter to be reviewed by an appropriate advisory body. No off-agenda legislative item may be introduced for final action by the City Council during general business except as provided in Policy 5.6. Administrative actions, including setting the date of a future meeting or scheduling a special meeting, may be finalized during general business.

Requests submitted as a Request for Council Action outside of the annual planning retreat handled are in accordance with Policy 05.7. Such matters will be placed on the appropriate agenda under General Business for consideration by the City Council as a whole. A Request for Council Action that is placed on the agenda may be forwarded to all members of the City Council in advance of a meeting to educate/inform the members of the City Council about the proposed action.

Members of the City Council and staff may participate in the discussion of an off-agenda item, or a matter submitted through the Council Action Request process and shall attempt to identify and request any additional support that will be needed to prepare the matter for further action.

**AUTHORITY**

By adoption of the Policy and Procedures Manual

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**PROCEDURE**

Motions and seconds shall be made in accordance with the adopted Rules of Parliamentary Procedure.

**POLICY**

All proposed ordinances shall be introduced only at a Regular, Special, or Emergency Meetings of the City Council.

Upon an affirmative vote of a majority of those members present, such proposed ordinance shall be ordered published in full and a day and time fixed for a public hearing at a subsequent regular, special, or emergency meeting of the City Council.

**AUTHORITY**

[Lakewood Home Rule Charter, Section 7.4](#)

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**PROCEDURE**

"First reading" ordinances shall be introduced by reading the title of the ordinance. First-reading ordinances shall be placed on the Consent Agenda for the limited purpose of approving such items for publication and scheduling such items for a second reading.

## **POLICY 05.11 SECOND READING ORDINANCES/OPTIONAL THIRD READING**

### **POLICY**

**Second Reading.** The second reading of each ordinance shall be at a Regular, Special, or Emergency Meeting held not less than 10 days after publication of the ordinance after the first reading.

**Action Upon an Ordinance.** The standard action upon an agenda item shall follow that set forth in the adopted Rules of Procedure. Typically, the actions shall be as follows:

1. **Agenda Item “Opened”.** The Clerk reads the item into the agenda.
2. **Presentation.** Information relevant to the agenda item is presented.
3. ~~**Public Hearing.** Members of the public are invited to provide testimony/commentary upon the item pursuant to the scope of a limited public forum.~~ **Discussion.** The members of the City Council ask questions of staff or other topic area experts to collect information needed to decide a possible course of action.
4. ~~**Discussion.** The members of the City Council ask questions of staff or other topic area experts to collect information needed to decide a possible course of action.~~ **Public Hearing.** Members of the public are invited to provide testimony/commentary upon the item pursuant to the scope of a limited public forum.
5. **Motion and second.** The Mayor Pro Tem, or another member of the body, states the motion. Another member of the body seconds the motion to indicate the governing body should act upon the item.
6. **Debate.** The members of the City Council engage in debate regarding the proposed action. Members may deliberate or express support or opposition to the motion. Debate may result in amendment, continuation, postponement, or a vote on the motion.
7. **Vote.** A vote is taken on the motion. If the motion fails, the Body may return to discussion and a potential new motion or may move on to the next agenda item.

**Referendum Period.** Upon approval by the City Council, publication by title, publication of amendments, and signature by the Mayor:

- regular ordinances shall be subject to a thirty-day (30) referendum period before becoming effective;
- ordinances that zone, rezone, or change any zoned district shall be subject to a forty-five (45) day referendum period before becoming effective;
- emergency ordinances established in accordance with [Charter Section 7.4\(b\)](#) shall take effect and be in force immediately, although approval must be by two-thirds of all members of the City Council.

**Ordinances not subject to a Referendum Period.** In accordance with [Charter Section 13.2 \(a\)](#) the following ordinances shall not be subject to a referendum period:

- any emergency ordinance;
- an ordinance fixing the rate of general property taxation for any year;
- an ordinance related to the issuance of securities;
- an ordinance adopting the budget;
- an ordinance making an appropriation for the ensuing fiscal year;

- an ordinance calling for a special election;
- an ordinance levying special assessments,
- an ordinance initiating improvement districts.

**Optional Third Reading of Ordinance Procedure.** Upon motion and approval by a majority of the City Council, any ordinance may be moved to a third reading following the public hearing. Adding a third reading is intended to provide an opportunity for the City Council to consider the implications of substantial amendments and to consider any public comment received at the second reading. If the public hearing is completed at a second hearing, then no further public hearing is required to be scheduled for such item if moved to a third reading unless directed by the City Council. If the public hearing is not completed before the end of the meeting where the ordinance is set for second reading, then it will be completed at the third reading before any action by the City Council. At the third reading, the City Council may take any lawful action, including but not limited to discussion, consideration, amendment, and voting upon the adoption of the ordinance.

**Ordinance Amendment Process:** Any member of the City Council may submit proposed amendments to any ordinance to the **Mayor and** City Manager, or designee, **and City Attorney** for distribution to the City Council as a whole. Distribution is for the limited purpose of putting the members of the City Council on notice that an amendment will be proposed. Members of the City Council are encouraged to work with the City Attorney’s Office to review proposed amendments in advance of distribution. Amendments may also be submitted verbally or written during the consideration of an ordinance in conformance with the adopted rules of procedure.

## AUTHORITY

[Lakewood Home Rule Charter, Section 7.4](#)

[Lakewood Home Rule Charter, Section 13.2](#)

## PROCEDURE

“Second reading” ordinances shall be introduced by reading the title of the ordinance.

After a public hearing held in accordance with the procedures therefore, the City Council may consider and vote upon adoption of the ordinance. Adoption requires an affirmative vote of a majority of City Council members present and voting, except that no ordinance shall be adopted with less than five affirmative votes of such a majority.

Emergency ordinances shall require a separate section setting forth the emergency nature of such ordinance and must be approved by two-thirds of all members of the City Council regardless of how many members of the City Council are present and voting. An ordinance presented as an emergency ordinance that receives the approval of a majority of the City Council members present but does not receive approval of at least eight members of the City Council shall be deemed adopted as a regular ordinance and not an emergency ordinance.

Upon adoption, the ordinance shall be published by title or may be published in full, except that if published only by title any amendment to such ordinance shall be included in the publication.

**POLICY**

All Regular Meetings, Special Meetings, Study Sessions, and Workshops of the City Council shall be recorded. Video recording is required for Regular Meetings, Special Meetings and Study Sessions, while audio recordings shall be acceptable for Workshops, Retreats or other less formal meetings where no final action takes place. No recording shall be required for site visits of the City Council or other informal gatherings not equipped for recording **at which no policy decisions will be made. All meetings at which final policy decisions of the City Council will be made are expected to be live streamed by the City, but no meeting shall be cancelled due to technical issues preventing such live streaming.**

In addition, a written record of each Regular Meeting, Special Meeting, and Study Session, in summary form (action minutes), shall be prepared by the City Clerk for City Council approval at a later Regular Meeting and shall serve as the official minutes of the meeting. All audio and video recordings will be permanently retained by the City Clerk.

Public testimony or public comments that are made verbally may be summarized into a document that is incorporated into the meeting agenda/packet but not made part of the official meeting minutes as the minutes are limited to “action minutes”. The City Clerk’s Office is not equipped to transcribe verbal statements, nor clarify what comments provided in any form are intended to convey. Therefore, members of the public may review the video or audio recordings to hear the speaker to better understand what the speaker was seeking to convey. To avoid conflicts between what was stated/written and what the commenter meant to say/write, all public comments will be collected in the most efficient and practical manner available, which shall typically be a summary of verbal comments or a copy/paste of written comments. All comments shall be combined into a document labeled “Public Comments of {date} meeting of the Lakewood City Council”. Such document shall be attached to the associated meeting minutes **as an addendum.**

<b>TYPE OF MEETING</b>	<b>LIVE STREAMED</b>	<b>TYPE OF RECORDING</b>	<b>WRITTEN MINUTES</b>
Regular Meeting	YES	VIDEO	YES
Special Meeting	YES	VIDEO	YES
Virtual Meeting	YES	VIDEO	YES
Study Session	YES	VIDEO	NO
Workshop	NO	AUDIO	NO
Retreat	NO	AUDIO	NO
Site visits/Off site joint meetings	NO	AUDIO	NO

**AUTHORITY**

[C.R.S. 24-6-402\(2\)](#)

## **PROCEDURE**

The City Clerk is responsible for retaining audio/video recordings and developing and retaining meeting summaries in perpetuity.

Meeting minutes will be completed within thirty (30) days as a best practice with the understanding that staff workload on more critical work items may necessitate a delay.

The City Council votes will be recorded on the City website within fourteen (14) days of the meeting as a best practice with the understanding that staff workload may necessitate a delay.

**POLICY**

When the City Council considers an application to rezone specific property, and for any other hearing in which the City Council is required to reach a decision by applying established standards or criteria to the particular facts of the matter before it, the City Council shall act in a “quasi-judicial” capacity.

A quasi-judicial public hearing is a public hearing that includes rules established to protect the due process rights of the person/entity holding a protected interest.

- Holding an ownership interest in a specific parcel of property (right to develop, change in zoning, etc.) is an example of a protected interest.
- The members of the City Council acting as hearing officers need to be able to clearly articulate the basis for their decision.
- The individual holding the protected interest must have a full opportunity to be heard on the subject and must have an opportunity to hear and respond to any information that is the basis for the decision impacting their protected right.
- Neither a hearing body nor any of its members, are permitted to have pre-decided the matter based upon information not made known in the public hearing (ex parte communications).

**AUTHORITY**

*Quasi-judicial action involves the determination of the rights, duties, or obligations of specific individuals on the basis of the application of presently existing legal standards or policy considerations to past or present facts developed at a hearing conducted for the purpose of resolving the particular interests in question. (Sup Ct. Colo, 346 P.3d 52 (2015)).*

*Quasi-judicial decision-makers are required to base their decisions on relevant review criteria and the evidence in the administrative record. (Ct. of Appeals of Colorado, 405 P.2d 433 (2017)).*

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**PROCEDURE**

When acting in a “quasi-judicial” capacity, the City Council acts as a panel of judges, applying established legal standards to the particular facts of an application or case, and makes an unbiased decision on the basis of evidence presented at a properly noticed public hearing. In quasi-judicial matters, City Council members must avoid participating if, in their own judgment, they cannot be objective in voting on the issue because of a financial conflict of interest, bias, prejudgment, or “ex parte” contact. Council members are encouraged to contact the City Attorney’s Office for assistance in evaluating any potential disqualifying event.

During a quasi-judicial proceeding, the City Council receives evidence from witnesses. Such witnesses may include City staff, the applicant, and members of the public. Evidence may be presented in the form of individual testimony or may be demonstrative in nature.

**POLICY**

Resolutions shall be used to approve or adopt various items, rules, regulations, and other matters of a generally non-permanent nature, such as contracts, proclamations, general policies, and other documents, and matters identified by charter or ordinance. Resolutions cannot enact legislation or amend or supersede any duly enacted law, whether local or otherwise, except as may be expressly provided by applicable law.

**AUTHORITY**

[Lakewood Home Rule Charter, Section 7.1](#)

[Lakewood Home Rule Charter, Section 7.2](#)

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**PROCEDURE**

Passage or adoption of resolutions (and motions) shall require an affirmative vote of a majority of Council members present and voting. There shall be a motion and a second and an opportunity for Council discussion in accordance with applicable rules.

**POLICY**

Any City Council member may call for a recess or adjournment at any time during a regular, special, or emergency City Council meeting or Study Session. The Mayor may adjourn a meeting at the conclusion of the agenda without taking a formal vote.

During any recess, City Council members must avoid discussion of the substantive issues that are before the Council and must not take straw votes, make policy decisions, or take any other action regarding the business of the agenda. City Council members may discuss general procedures for considering a particular substantive issue on that meeting’s agenda.

**AUTHORITY**

By adoption of the Policy and Procedures Manual

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**PROCEDURE**

The request to recess or adjourn will be brought forth by a motion and a second and may be approved by a simple majority.

If a meeting is adjourned and public comment on a matter set for public hearing (not public comment) is not concluded, when the meeting reconvenes all attendees who had previously signed up to speak on the topic and who did not get an opportunity to speak, will be granted the right to speak on the topic, if they so desire before further action on such item is taken by the City Council.

The City Clerk will make an official record of persons who will be eligible for speaking at a public hearing held at a future meeting should an adjournment and reconvening take place.

**POLICY**

Effective governance and fiscal prudence requires that City policy be developed from a long-range perspective in order to anticipate and effectively meet the needs and goals of the City over time. The Annual Planning Retreat of the City Council is established to provide an opportunity early in the fiscal year for the City Council to work collaboratively to establish annual policy priorities in conformance with the current and following year's budgets, and to work with the City's administrative staff to determine how and when such policies priorities shall be addressed. By setting aside time for a structured discussion away from the normal work environment, members of the City Council can explore issues in depth and exchange ideas with each other in a relaxed environment.

The City Council sets the legislative priorities during the annual planning retreat. The legislative priorities are established in two-year cycles. In even numbered years (planning years; first year of a new City Council), the City Council sets those legislative priorities which will be the basis of the City staff's work assignments, City Council initiatives and agenda items over the course of the two-year cycle. In the odd years (review years), the City Council will review progress on the previously established legislative priorities and determine which have been finalized and which need additional time and direction. The City Council may add a new legislative priority in the second year of the cycle if the City Council believes such legislative action is immediately necessary and resources are available to support the additional priority.

See "The Retreat as a Management Tool." [ICMA. VOLUME 33 / NUMBER 1 JANUARY 2001 ITEM NUMBER E-43021](#). for additional information regarding the seven steps for successfully holding a City Council planning retreat.

**AUTHORITY**

[Lakewood Home Rule Charter, Section 2.15](#)

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**PROCEDURE**

Seven steps to success provided by ICMA.

1. Plan the retreat from beginning to end. Identify the goals of the retreat including the objectives for the meeting.
2. Designate a facilitator (preferably a neutral party trained and skilled in facilitation techniques).
3. Develop an agenda.
4. Find an off-site location. Provide a comfortable environment with adequate refreshments that is conducive to work.
5. Agree on ground rules that promote a safe and courteous environment.
6. Encourage active participation throughout.

7. Be specific about follow-up. Develop an implementation plan that designates responsibility and timelines.

All of the City Council's priorities as established at the annual planning retreat will be added to an online dashboard. The dashboard shall be developed to provide public visibility about the establishment of the priority as well as key information about such priority. The dashboard will also indicate the prioritization of each of the established City priorities.

**POLICY**

A statement of personal declaration is intended to provide a platform for members of the City Council to provide their personal position on matters not directly impacting the establishment of policy for the City. City staff will not be used to support development of personal declarations although a member of the City Council may seek legal advice from the City Attorney regarding compliance with the Open Meetings Law.

Any size group of members of the City Council may work together to develop a statement of “personal declaration.” A personal declaration will in no way bind the City, create policy, direct staff or signal a future policy decision has been pre-decided.

**AUTHORITY**

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**PROCEDURE**

A personal declaration will be read aloud during that portion of the agenda reserved for City Council reports and a written copy will be provided to the City Clerk for inclusion in the City’s records. Other members of the City Council who wish to join in such personal declaration after it is read into the record may either make a statement of personal support or may indicate their support of the personal declaration in another manner as indicated by the mayor, including calling for a vote of support.

# CODE OF CONDUCT 06

## **POLICY 06.1**

## **CODE OF CONDUCT**

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### **POLICY**

#### **General Statement**

The City Council recognizes its duty is to serve Lakewood in a non-partisan manner, and to seek and respect the ideas and opinions of all stakeholders. The City Council encourages public participation in meetings and other forums and respects all comments and concerns.

#### **General Conduct**

The City Council shall endeavor to comply with the spirit, as well as the letter of all laws, Council mission statement, and values, and shall act professionally, civilly, and with decorum. All Council members are equal and should be treated with equal respect.

#### **Conduct at Council Meetings**

##### **At City Council Meetings, City Council Members shall:**

- Address each other respectfully and give proper regard to the opinions of others.
- Be respectful of people's time and keep remarks brief and relevant.
- Avoid speeches and repetition.
- Focus on issues, not personalities.
- Hold the floor for no longer than five minutes to ask questions or speak to a topic, then they must wait to request the floor again until after all other City Council members have been given the opportunity to hold the floor.
- Be fully informed before the meeting opens and carefully scrutinize agenda packets, including verifying information presented therein.
- Be familiar with the Lakewood Home Rule Charter, the Lakewood Municipal Code, and the Council Policies and Procedures Manual to ensure those and other guiding documents are followed.
- Avoid a "last comment" debate with, or criticism of, speakers or their comments. When appropriate, the presiding officer may ask staff to follow up on questions or other issues.
- Avoid interrupting Council members who have the floor and withhold questions until the speaker yields the floor.

##### **Additional provisions concerning City Council Meetings:**

- Only the presiding officer, not individual Council members, can interrupt a speaker during a presentation. Council members can request to speak if the speaker is off the topic or exhibiting behavior or language the Council Member finds disturbing.

- If the speaker becomes belligerent or disruptive, it is the responsibility of the presiding officer to focus the speaker and maintain the order and decorum of the meeting. It is never appropriate to belligerently challenge or belittle the speaker. No personal attacks of any kind, under any circumstance, will be tolerated. Be mindful of your body language in public meetings.
- The presiding officer shall be fair and equitable in allocating public speaking time to individual speakers.
- At the conclusion of a meeting agenda the Chair may adjourn the meeting without taking a vote.

## **Conduct in Public Meetings in General**

### **At all Public Meetings and Non-Official Encounters, City Council Members Shall:**

- Be respectful, fair, and impartial with citizens, and shall listen, avoid interruptions, and avoid arguments. Council members shall make no promises or inappropriate representations on behalf of the City or Council. Statements of personal opinions should be identified as such.
- When discussing City business with individuals or groups in non-official encounters, strive to present factual information and avoid presenting opinion as fact.
- Practice civility, professionalism, and decorum in discussions and debates. Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. This does NOT allow, however, Council Members to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments.
- Respect the choice of voters by showing respect for all colleagues and their opinions. Council members must strive to consider the opinions of other members and to avoid disparaging or false comments about their peers. That is not to say that debate should be avoided, but it should be framed in a civil and respectful manner.

## **Conduct with Staff**

### **When Interacting with City Staff, City Council Members Shall:**

- Avoid discussing City business or raising questions with staff members, except while voicing general comments or questions at information-gathering meetings such as open house presentations.
- Be respectful and professional and avoid interfering in job duties or giving direction to staff. Any concerns should be directed to the City Manager.
- Avoid public criticism of individual staff members.
- Do not intentionally seek political support from any City employees.
- Address requests for information or questions about issues and/or community concerns to the City Manager's designee, who will be the Deputy City Manager unless otherwise designated in writing to the members of the City Council. Suggestions, policy issues, opinions, and criticism should be kept between Council members and the Mayor, City Manager and/or City Attorney.
- Do not disrupt City staff from their jobs in order to have the Council member's individual needs met, whether the staff person is in a meeting, on the phone, or engrossed in performing their job functions.

## **Conduct with Boards, Commissions, and Other Entities**

### **When Interacting with Boards, Commissions, and Other Entities, City Council Members Shall:**

- Avoid inappropriate contacts, lobbying, or influence in regard to an agenda item up for action or report.
- Be clear about representing the City or personal interests. If a Council member appears before another governmental agency or organization to give a statement on an issue, the Council member must clearly state if their statement reflects personal opinion or is the official stance of the City.
- If the Council member is representing the City, the Council member must report the official City position on an issue, not a personal viewpoint.

**POLICY**

This policy applies to all members of the Lakewood City Council and Appointed Officials (defined herein as the City Manager, the City Attorney, and the Municipal Judge) in the performance of City governance or operations, at City-sponsored activities, and in all interactions between members of City Council, Appointed Officials, and City employees and contractors (defined herein as “Related Interactions”).

**AUTHORITY**

[C.R.S. Section 24-34-306](#)

By adoption of the Policy and Procedures Manual

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**PROCEDURE****I. Purpose**

It is the purpose of this policy to prevent unlawful harassment in City governance, operations, City-sponsored activities, and related interactions, and to provide a mechanism to accept, investigate, and resolve complaints of unlawful harassment against members of the Lakewood City Council and Appointed Officials. Members of the City Council and Appointed Officials are expected to understand and abide by the expectations set forth in this policy and to take appropriate measures to prevent and remedy unlawful harassment.

**II. Harassment**

The City of Lakewood is dedicated to, and promotes, a work environment that is free from unlawful discrimination and harassment for all of our employees, at every work location in the City, and in any work environment. To meet this goal the City Council strictly prohibits discriminatory practices, including sexual and other unlawful harassment. Any sexual or other unlawful harassment, whether verbal, physical, or environmental, is unacceptable and will not be tolerated in the performance of City governance, City operations, at City-sponsored activities, or in related interactions.

**SEXUAL HARASSMENT.** Sexual harassment is defined as any unwelcome sexual advance, request for sexual favors, or other verbal or physical conduct of a sexual nature when:

1. Submission to the conduct is made either explicitly or implicitly a term or condition of an individual's employment;
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting the individual; or
3. The conduct has the purpose or effect of unreasonably interfering with the individual's performance of their City-related function or of creating an intimidating, hostile or offensive environment in interactions with members of the City Council, Appointed Officials, or City employees or contractors.

Sexual harassment does not refer to behavior or occasional compliments of a socially acceptable nature. The types of behaviors that constitute sexual harassment may include, but are not limited to:

- Unwelcome sexual flirtations, advances, or propositions;
- Derogatory, vulgar, or graphic written or oral statements regarding one's sexuality, gender, or sexual experience;
- Unnecessary touching, patting, pinching, or attention to an individual's body;
- Physical assault;
- Unwanted sexual compliments, innuendoes, suggestions, or jokes; or
- The display of sexually suggestive pictures or objects.

Inappropriate sexual conduct that could lead to a claim of sexual harassment is expressly prohibited by this policy. This policy prohibits opposite-sex and same-sex harassment. Sexual harassment may be obvious or subtle. Some behavior that is appropriate in a social setting may not be appropriate in the performance of City governance, City operations, at City-sponsored activities, or in Related Interactions.

**GENERAL HARASSMENT.** To "Harass" or general "harassment" means to engage in, or the act of engaging in, any unwelcome physical or verbal conduct or any written, pictorial, or visual communication directed at an individual or group of individuals because of that individual's or group's membership in, or perceived membership in, a protected class, resulting in an employer refusing to hire, or to discharge, to promote or demote, to harass during the course of employment, or to discriminate in matters of compensation, terms, conditions, or privileges of employment against any individual otherwise qualified because of disability, race, creed, color, sex, sexual orientation, gender identity, gender expression, marital status, religion, age, national origin, or ancestry, which conduct or communication is both 1) subjectively offensive to the individual alleging harassment and 2) objectively offensive to a reasonable individual who is a member of the same protected Class. The conduct or communication need not be severe or pervasive to constitute a discriminatory or an unfair employment practice under this section and is a violation if:

- (i) submission to the conduct or communication is explicitly or implicitly made a term or condition of the individual's employment;
- (ii) submission to, objection to, or rejection of the conduct or communication is used as a basis for employment decisions affecting the individual; or
- (iii) the conduct or communication has the purpose or effect of unreasonably interfering with the individual's work performance or creating an intimidating, hostile, or offensive working environment.

Petty slights, minor annoyances, and lack of good manners do not constitute harassment unless the slights, annoyances, or lack of manners, when taken individually or in combination and under the totality of the circumstances, meet the standards set forth in this section.

### **III. Reporting**

It is the City Council's policy to encourage the reporting of all perceived incidents of unlawful harassment, regardless of the position of the alleged offender. The City Council will take all steps that are necessary to enforce this policy.

If a member of City Council, an Appointed Official, or a City employee or contractor believes themselves to have been unlawfully harassed by persons subject to this policy, or if such person is aware of potentially

unlawful harassment of others by persons subject to this policy, that person shall promptly submit a written or verbal complaint of such harassment to a Receiving Official, as defined in this Section IV.

Anyone complaining of harassment pursuant to this policy may submit their complaint to any one of the following: the City Manager, Deputy City Manager, the City Attorney's Office, or Director of Human Resources (collectively referred to as "Receiving Official"). If a member of the City Council receives a harassment complaint, that member must report that complaint to a Receiving Official.

Persons complaining of harassment should provide as many details as possible and should include the names of individuals involved, the names of any witnesses, dates and times of alleged occurrences, direct quotations when language is relevant, and any documentary evidence (such as notes, pictures, images, drawings, emails, text messages, etc.). Although an individual will not be penalized for a delay in filing a harassment complaint, prompt complaints are encouraged because memories are fresher and because they can help the City conduct a thorough investigation of complaints and to take timely action to address the alleged harassment.

#### **IV. Investigations; Confidentiality; No Retaliation**

A Receiving Official who receives a complaint of alleged harassment shall promptly forward that complaint to the Director of Human Resources who will commence an investigation of the complaint as soon as practicable. All such investigations shall be conducted in the following manner: the Human Resources Director will coordinate with the City Attorney's Office to retain an independent outside investigator (preferably a law firm that specializes in workplace harassment and investigations) to conduct an initial review of the complaint, including an interview with the complainant. If after the initial review the investigator finds that there are no grounds to conduct a full investigation of the complaint due to lack of evidence or such complaint failing to meet the requirements of this policy, the investigator will inform the Director of Human Resources of such finding and conclude the initial review. The Director of Human Resources and/or the investigator will follow up with the complainant to explain the determination as to the complaint.

If following an initial review, the investigator finds that there are grounds to conduct an investigation of the complaint the investigator will conduct interviews with the complainant and other individuals with knowledge of relevant facts and will perform such other actions as are necessary to ensure a complete investigation of all allegations and a fair process for all involved. Once the investigation is deemed complete by the investigator, the investigator shall prepare a written report indicating whether the allegations in the complaint are sustained or not sustained and shall provide such report to the City Attorney's Office to proceed with the steps described below in Section VI of this policy. If the complaint is against the City Attorney, the City Council will engage outside legal counsel to coordinate the investigation, provide related legal advice to the City Council, and otherwise fulfill the duties assigned to the City Attorney's Office in this paragraph with assistance from the Human Resources Director as necessary. The City Council's goal is for the investigation process to be simple yet flexible enough to be applied in a wide range of circumstances.

#### **Confidentiality and Open Records.**

To the extent permitted by law, including the Colorado Open Records Act, complaints of harassment, reports of investigation on such complaints, and any action taken thereon shall remain confidential. However, some or all of the information may be disclosed as necessary, depending on the action taken on the complaint and any legal requirements.

### **No Retaliation.**

The City Council prohibits retaliation against individuals for filing a complaint or for participating in an investigation of a complaint under this policy. Individuals who believe they have been subject to retaliation for filing a complaint or for participating in an investigation of a complaint must follow the complaint procedure outlined in Section IV of this policy. All such complaints will be investigated in accordance with this policy.

The investigator retained to investigate a complaint shall warn any person against whom a complaint of harassment has been made not to retaliate in any way against the person making the complaint, witnesses, or any other person providing information in connection with the investigation of the complaint of harassment.

### **V. The City Council's Response to Investigation of Harassment Complaints**

The City Attorney's Office shall present the investigator's written report to the City Council in executive session if there are legal grounds to discuss such matters in executive session pursuant to C.R.S. 24-6-402(4). If there are no legal grounds to discuss this matter in executive session, then an overview of the report shall be provided to the City Council. To protect the unintended disclosure of the identity of the complainant or witnesses the report itself shall not be distributed. The confidentiality of the overview provided to the City Council shall be determined on a case-by-case basis.

If the investigator determines that the facts and evidence support a finding that the complainant, or other, did suffer an act of harassment or sexual harassment the City Council may meet in executive session with the City Attorney to discuss potential legal ramifications to the City of such actions. The City Council may also consider the matter in an open session and direct any or all of the following actions in response to a finding that a complaint of harassment sexual harassment is sustained:

1. Adopt a resolution finding that an individual covered by this policy violated this policy;
2. Direct or encourage additional corrective training;
3. Such other action as is consistent with its authority under applicable state statutes, the City Charter, ordinances, resolutions, or rules and policies of the City Council.

In any case in which an investigator completes a full investigation of a complaint, a written record of any action taken on the complaint, or any determination to take no further action on the complaint, shall be prepared in consultation with the City Attorney's Office or such other legal counsel appointed by City Council in connection with a given complaint and kept with the report of investigation.

### **VI. Harassment Training**

All members of the City Council shall participate in harassment training every two years.

# **COMMUNICATION AND CORRESPONDENCE 07**

## **POLICY 07.1**

## **CONSTITUENT REQUESTS**

### **POLICY**

City Council members should direct constituent requests to the City Manager's designee for entry into the *Request Lakewood Customer Service Center* system or forward the email to the Direct Response email address ([DirectResponse@Lakewood.org](mailto:DirectResponse@Lakewood.org)).

All requests will be handled by the appropriate staff member who will respond to the constituent directly. Staff is strongly discouraged from using form letters when responding to Lakewood citizens. A communication should be a direct response to each citizen's concerns.

### **AUTHORITY**

By adoption of the Policy and Procedures Manual

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### **PROCEDURE**

City Council members can access the Direct Response program by sending an email to [DirectResponse@Lakewood.org](mailto:DirectResponse@Lakewood.org) or by calling 303-987-7134. If this system or telephone number is updated this policy may be updated without further action by the City Council to reflect updated contact information or updated websites.

The City Manager's designee will enter the information into Request Lakewood, ensuring it is sent to the appropriate staff member for a response. The City Manager's designee monitors responses and ensures that staff personally communicates with the resident within 10 days and that the Council members in the Ward where the issue is located are notified of the outcome.

Requests for items to be placed on the agenda or for City staff to attend Ward meetings should be made using the online forms.

Comments regarding a zoning or rezoning case are treated differently because of the quasi-judicial nature of such cases. Comments sent to the Planning Director or Planning staff will be included in the case file that goes to the City Council. Residents can be directed to submit issues using Request Lakewood 24/7 at [www.Lakewood.org/RequestLakewood](http://www.Lakewood.org/RequestLakewood), or by using the mobile app. Residents needing contact information for City Council are directed to the City Council contact web page where they can view phone numbers and email addresses.

Periodic reports are generated from the Direct Response program for citywide issues and the email which is sent to all City Council members electronically. The periodic reports are intended to ensure City Council members receive the same information for frequent requests or concerns covering the same subject matter.

# TRAVEL 08

## **POLICY 08.1**

## **TRAVEL AND EXPENSE REIMBURSEMENT**

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### **POLICY**

The Mayor and City Council Members are eligible for payment or reimbursement for travel to conferences, classes, and trainings as part of their Council-related duties. It is the intent of the City Council to ensure each Council member takes advantage of training and professional development opportunities to broaden his/her understanding of municipal government and enhance his/her role as an elected official. Funds are budgeted by the City Manager and the Mayor annually to accommodate reasonable travel for conferences, seminars, workshops and other training opportunities. Council members are encouraged to attend events such as the National League of Cities (NLC) **conferences and events** ~~annual congressional trip~~, NLC committee appointment travel, the Colorado Municipal League (CML) annual conference, and local educational courses offered by CML and the Denver Regional Council of Governments (DRCOG). Other conferences and classes will be considered on a case-by-case basis depending upon budgetary constraints. Council members may be reimbursed for all reasonable and necessary expenses incurred for Council-related duties.

### **AUTHORITY**

By adoption of the Policy and Procedures Manual

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### **PROCEDURE**

#### **Authorization for Training and Travel**

1. The annual City Council travel budget is reviewed and approved by the City Council during the annual budget process.
2. Travel by members of the City Council must be reviewed for applicability to the responsibilities of a City Counselor, prior to making travel arrangements. This review is performed by the Mayor with the understanding that the Mayor will work to ensure and protect equity while staying within the overall budget.
3. A Council member who is nominated to a committee as a City representative shall outline duties, responsibilities and budgetary impacts to the Mayor prior to accepting such position that requires additional travel. The City Council budget coordinator should be notified of any committee appointments for budgetary purposes
4. City Council members are eligible to travel to local training and classes. Authorization by the Mayor is also necessary. Registration can be made through the Executive Assistant to the Mayor and City Manager.
5. Registration and travel arrangements can be made through the Executive Assistant to the Mayor and City Manager.
6. The Council member will be notified by the Mayor of any rejected travel requests.

## Eligible Travel Expenses

1. **Registration**-Actual cost of registration, tuition and fees at a meeting, conference, training or convention will be paid for with authorization of travel. Registration will be paid for through the Executive Assistant to the Mayor and City Manager. The City will not pay for entertainment, social, or extracurricular activities unless specifically related to the council member's position and approved in advance by the Mayor.
2. **Transportation**- The City will pay actual costs for bus travel, train travel, air travel, and car rentals in advance. Airfare and transportation arrangements will be made by the Executive Assistant to the Mayor and City Manager.
  - a. Receipts must be kept for any taxi, tolls, and parking fees for reimbursement.
  - b. If a Council member chooses to drive, rather than fly, actual miles driven to/from the event from the Lakewood Civic Center will be computed at the IRS' standard mileage rate and reimbursed at the conclusion of the trip. The maximum mileage reimbursement for the use of a personal vehicle cannot exceed the cost of the lowest available airfare.
  - c. For an event that would typically be driven to, Council members will receive the IRS' standard mileage rate for miles to/from the event from Lakewood Civic Center. Mileage will also be granted to and from the airport.
  - d. Rental car costs will be reimbursed for actual expenses incurred, including collision and comprehensive damage insurance coverage for the most economical vehicle. Any time a rental vehicle is kept beyond the duration of the event will not be reimbursed. Every effort should be made to arrange ground transportation and shuttle services to and from the airport to the point of destination without renting a car.
3. **Lodging**-Overnight lodging arrangements will be made by the Executive Assistant to the Mayor and City Manager and payment will be made in advance. Only lodging for the dates of the event will be covered. The City will pay the single rate for lodging accommodation. When a spouse or guest accompanies a council member, the council member will be responsible for any additional charges.
4. **Meals**-Meal costs will be reimbursed based on actual receipts submitted. The City will pay additional costs for optional meal functions that are not included in the registration fee and for which the Council member would be expected to attend as a representative of the City. Meals for a spouse or traveling companion will not be covered.
5. **Advances**-Prior to travel, an advance will be given to each Council member for costs associated with traveling and incidentals. The amount of the advance will depend on the travel destination and purpose. Receipts are still required to be applied to the advance. If no receipts are submitted upon arrival, or if the advance is not used in its entirety, the advance or remaining balance must be returned.

## Documentation and Reconciliation of Expenses

Costs will be reimbursed based on actual receipts submitted after the completion of the trip. The City will not reimburse the cost of alcoholic beverages. The expense statement must be reconciled within thirty (30) days after the traveler returns from the trip. The traveler must sign the expense statement certifying that all expenditures are business-related. All receipts must be submitted to the Executive Assistant to the Mayor and City Manager.

**POLICY**

Funds in the sum of \$600.00 per City Council Member and \$1800.00 for the Mayor shall be allocated annually to reimburse the Mayor and the members of the City Council for the regular costs of serving as an elected official. Reimbursements are anticipated to include Ward Meeting expenses, travel expenses associated with attendance at events located within the metropolitan area surrounding the City of Lakewood, and such council member's own meal costs when meals are part of service as a city council member. Those funds not used in any calendar year shall revert to the general fund.

**AUTHORITY**

By adoption of the Policy and Procedures Manual.

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**PROCEDURE**

The procedure for reimbursing the general expenses of the Mayor and the City Council shall be pursuant to a policy approved by the Director of Finance. Such policy shall ensure that all reimbursements conform to all applicable laws regarding reimbursements so that such funds may not be perceived as compensation of any kind.

**Limitations on Out-of-Area Travel.** It is the intention of the City Council that reimbursement funds be used for expenses generally incurred in the metropolitan region surrounding the City of Lakewood in carrying out the regular duties of a City of Lakewood elected official. Travel within the metropolitan area may more appropriately be reimbursed pursuant to Policy 08.1 when the event requires overnight stays, registration, or other participation costs. Expenses incurred for travel outside the metropolitan area shall be reimbursed pursuant to Policy 08.1.

**Meals.** Discretionary funds may be used for meals that are directly related to the responsibilities of the City Council. Expenditures for alcoholic beverages shall not be subject to reimbursement.

**Non-reimbursable expenses.**

- Reimbursement funds shall not be used in a manner that would violate the City's campaign finance law or any other law.
- Reimbursement funds shall not be used to reimburse individual charitable contributions.
- Reimbursement funds shall not be used in association with constituency communications in the ninety (90) days prior to any election date upon which individuals are running for a seat upon the City Council or up to thirty (30) days following such election.
- Reimbursement funds shall not be used to reimburse postage costs or to send any card expressing holiday greetings.

# **ORGANIZATIONAL ADMINISTRATIVE REGULATIONS/APPENDIX**

**Administrative note:** Policies are shared with City Council members as part of the Council onboarding process. A summary of significant IT policies is set forth below, but members of the City Council are encouraged to read these policies in full and to reach out to the IT Department for any additional needed support.

## **1. TECHNOLOGY ACCEPTABLE USE**

Summary: All computing devices, networks, applications, software, and data, including email and City websites, are City property and should be used for the purpose of conducting official City business. All information exchanges using City technology resources are subject to City management, IT (at the direction of City management) and/or public inspection under the Colorado Open Records Act.)

## **2. MOBILE DEVICE**

Summary: Mobile devices are important tools for the organization and their use is supported to achieve business goals. However, mobile devices (personal or city-owned) also represent a significant risk to the City's information security and data protection efforts. If the appropriate security applications and procedures are not applied, they can be a conduit for unauthorized access to data and technology infrastructure.

## **3. REMOTE ACCESS**

Summary: Authorized users are permitted to remotely connect to City technology resources to conduct City-related business only through secure, authenticated, and approved access methods.

## **4. INFORMATION SECURITY**

Summary: Anyone who believes City data is being or has been compromised or detects any suspicious activity that could potentially expose, corrupt, or destroy City data must immediately report their concerns to the IT Service Desk.

**INFORMATION**

Regular Council meetings are generally held on the second and fourth Mondays of each month, and Study Sessions are held on the first and third Mondays of each month, beginning at 7:00 p.m. unless the meeting has been canceled for any reason (e.g., holiday).

The order of business, i.e., the agenda, is designed to best facilitate the discussion and decision-making process. An example agenda is shown below. See section 5.15 for details regarding when and how a meeting agenda can be altered.

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**EXAMPLE REGULAR MEETING AGENDA**

1. Call meeting to order
2. Roll call, pledge of allegiance, and moment of silent reflection
3. Recognition, proclamations
4. Statement of conflict of interest
5. Optional initial period for Public Comment (Policy 5.8)
6. Consent agenda
  - a. Reading of ordinances on first reading (no public comment)
  - b. Resolutions
  - c. Approval of Council Meeting Minutes
  - d. Acceptance of minutes of boards and commissions
  - e. Public hearing on consent agenda items of final action, prior to Council vote
7. Discussion and vote on any item/s pulled from consent agenda
8. Ordinances on second and final reading/Public hearing upon each
9. Public comment on items not appearing on the agenda (Policy 5.8)
10. General business
11. Executive Report
12. City Council Reports
13. Mayor's Report
14. Adjournment

*11:00 p.m. check-in to determine whether the agenda is on target for completion at a time when members of the public will be able to hear all of the business of the City, including Reports of the City Manager and elected officials.*

## EXAMPLE STUDY SESSION MEETING AGENDA

1. Call meeting to order
2. Roll call
3. Presentation
4. Public Comment
5. Repeat 3-4 for any additional, scheduled presentations
6. Committee Reports
7. Adjournment

**Roll Call:** All roll calls, either to start a meeting or for a formal roll call vote, shall be taken in alphabetical order with the exception of the Mayor and Mayor Pro Tem. The Mayor Pro Tem shall be the second to last name called and the Mayor shall always be called last. The Mayor shall announce a member as “not present” if they fail to answer when their name is called due to not being present. The Mayor may also make an alternate announcement if that would be more appropriate. For example, “Council Member Smith texted to inform me that he will be about fifteen minutes late due to unforeseen circumstances. Please mark him absent and then place in the minutes the time at which he joined the meeting.”

# STAFF MEMO

**DATE OF MEETING: APRIL 27, 2026 / AGENDA ITEM NO. 6**

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: APRIL 27, 2026 / AGENDA ITEM NO. 6A**

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

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**SUMMARY STATEMENT:** The Judges Salary Committee met on April 22, 2026. The Committee recommended a salary increase of \_\_\_% for the Presiding Municipal Judge, and \_\_\_% for the Municipal Judge, Part-time Associate Municipal Judge, and Variable Associate Municipal Judges. In accordance with Article V of the City of Lakewood Charter, the Committee's recommendation must be approved by ordinance and requires a vote of the entire City Council.

**BACKGROUND INFORMATION:** Each year, the Judges Salary Committee meets to review and provide recommendations to the City Council for the compensation to be paid to the City's Municipal Court Judges. The Committee met on April 22, 2026, and recommended the following compensation amounts:

- Presiding Municipal Judge: \$\_\_\_\_\_ annually
- Associate Municipal Judges (Full and Part-Time): \$\_\_\_\_\_ annually
- Variable Part-Time Associate Municipal Judges: \$\_\_\_\_\_ annually

**BUDGETARY IMPACTS:** The increases in salaries will result in an annual budget impact of approximately \$\_\_\_\_\_. This amount was previously accounted for as part of the 2026 budget process. If approved, the increase will be retroactively applied, effective March 16, 2026, the effective date of salary adjustments for general employees.

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

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

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

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

**ATTACHMENTS:** 1. Ordinance O-2026-17

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

O-2026-18

AN ORDINANCE

SETTING THE SALARIES OF MUNICIPAL COURT JUDGES

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

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

WHEREAS, the City Council wishes to adopt the recommendations of the Judges’ Salary Committee and to set the 2025-2026 salaries accordingly; and

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

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

SECTION 1. The salaries set forth below for Lakewood Municipal Court Judges, commencing on April 17, 2025, are as follows:

A. The annual salary of the Presiding Municipal Judge shall be XX Dollars (\$XXX,XXX.XX);

B. The annual salary of Municipal Judges shall be XX Dollars (\$XXX,XXX.XX);

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

D. The hourly rate for Variable Part-Time Associate Municipal Judges shall be XX and XX/100 Dollars (\$XXX.XX).

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

I hereby attest and certify that the within and foregoing ordinance was introduced and read on first reading at a hybrid regular meeting of the Lakewood City Council on the 27th day of April 2026; published by title in the Denver Post and in full on the City of Lakewood's website at [www.lakewood.org](http://www.lakewood.org) on the 30th day of April, 2026; set for public hearing to be held on the 27th day of April, 2026; read, finally passed and adopted by the City Council on the 11th day of May, 2026; and signed by the Mayor on the \_\_\_ day of May, 2026.

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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

# STAFF MEMO

**DATE OF MEETING: APRIL 27, 2026 / AGENDA ITEM NO. 6B**

To: Mayor and City Council  
From: Holly Bjorklund, Chief of the Finance Branch  
Subject: **Supplemental Appropriation from Jefferson County for Navigation Center**

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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



**MINUTES  
REGULAR MEETING OF THE CITY COUNCIL  
CITY OF LAKEWOOD**

**7:00 PM**

**April 13, 2026**

*Minutes are not a verbatim transcription, but rather an attempt to capture the intent of the speaker by the City Clerk.*

**ITEM 1 – CALL TO ORDER**

Mayor Strom called the hybrid meeting to order at 7:03 p.m.

**ITEM 2 – ROLL CALL**

Councilors Present:	Mayor Wendi Strom, Presiding Councilor Liz Black Councilor Ken Cruz Councilor Isabel Cruz Councilor Bill Furman Councilor Jacob LaBure Councilor Roger Low Councilor Paula Nystrom Councilor Dave Rein Councilor Jeslin Shahrezaei Councilor Glenda Sinks
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Absent: None

Others in attendance:	Kathy Hodgson, City Manager Ben Goldstein, Deputy City Manager Lauren Stanek, Sr. Assistant City Attorney Jay Robb, City Clerk Bernadette Salazar, Deputy City Clerk Jayde Fiore, Assistant City Clerk
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Full and timely notice of this City Council meeting had been given, and a quorum was present.

**ITEM 3 – OPENING ITEMS**

**ITEM 3A. – PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was recited, and the audience remained standing for a moment of silent reflection.

**ITEM 3B. – STATEMENT OF CONFLICT OF INTEREST**

Mayor Strom read the Statement of Conflict of Interest.

**ITEM 3C. – PROCLAMATION - AUTISM AWARENESS MONTH**

Councilor Cruz I. read the proclamation and presented it to Dr. Amanda Kelly, President and CEO of Firefly Autism. Dr. Kelly spoke about the importance of autism acceptance and thanked Lakewood for being a supportive community.

**ITEM 3D. – 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.

The following individuals spoke under Initial Public Comment:

Lenore Herskovitz, Ward 1, spoke about working collaboratively on a new zoning code.

Alexei Fernandez, Ward 2, spoke about the April 7th, 2026, Special Election.

Kai Martinez, Ward 3, spoke about concerns and the well-being of the unhoused in Lakewood.

Karen Gordey, Ward 5, spoke about the results of the April 7th, 2026, Special Election and the process moving forward.

**CONSENT AGENDA  
ORDINANCES ON FIRST READING**

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City Clerk Robb read the Consent Agenda into the record.

**ITEM 4 – RESOLUTIONS**

**ITEM 4A. – R-2026-22 – APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE COLORADO DEPARTMENT OF TRANSPORTATION REGARDING THE CITY OF LAKEWOOD'S PARTICIPATION IN THE US 6 / WADSWORTH BOULEVARD INTERCHANGE PROJECT**

**ITEM 4B. – R-2026-23 – REPEALING AND REPLACING RESOLUTION 2026-12 AND ESTABLISHING CERTAIN SANITARY SEWER FEES FOR CUSTOMERS OF THE CITY OF LAKEWOOD SEWER UTILITY**

**ITEM 4C. – R-2026-24 – REPEALING AND REPLACING RESOLUTION 2026-20 APPOINTING AND REAPPOINTING MEMEBERS OF THE LAKEWOOD PLANNING COMMISSION**

**ITEM 4D. – R-2026-25 – RECOGNIZING THE OUTSTANDING SERVICE OF CITY ATTORNEY ALISON MCKENNEY BROWN AND AUTHORIZING A SALARY PERFORMANCE INCREASE IN ACKNOWLEDGMENT THEREOF**

**ITEM 4E. – R-2026-26 – APPROVING AN AMENDMENT TO THE PUBLIC IMPROVEMENT LOAN AGREEMENT WITH TEN SHERIDAN, LLC**

**ITEM 5 – ORDINANCES**

**ITEM 5A. – O-2026-13 – AMENDING LAKEWOOD MUNICIPAL CODE 3.26 TO UPDATE DEFINITIONS AND CLARIFY THE TYPES OF PUBLIC BENEFITS THAT MAY BE SUPPORTED THROUGH THE ECONOMIC DEVELOPMENT FUND**

**ITEM 5B. – O-2026-14 – ADOPTING TITLE 14, CHAPTER 31, OF THE LAKEWOOD MUNICIPAL CODE ESTABLISHING THE CITY OF LAKEWOOD WILDFIRE RESILIENCY CODE AND CORRESPONDING WILDLAND-URBAN INTERFACE BOUNDARY MAP**

**ITEM 5C. – O-2026-15 – AMENDING LAKEWOOD MUNICIPAL CODE CHAPTER 14.01 TO INCORPORATE CHAPTER 14.31 OF THE LAKEWOOD MUNICIPAL CODE INTO THE "LAKEWOOD BUILDING CODE"**

**ITEM 5D. – O-2026-16 – ADDING A NEW CHAPTER 2.59 TO THE LAKEWOOD MUNICIPAL CODE ESTABLISHING THE SUSTAINABILITY ADVISORY COMMITTEE**

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

- REGULAR MEETING MINUTES – MARCH 23, 2026

**END OF CONSENT AGENDA**

Public Comment received via Lakewood Speaks: (see attached)

Public Comment received in person:

Natalie Menten, Ward 5, spoke about the loan extension approval.

Mayor Pro Tem Shahrezaei made a motion to approve the consent agenda. The motion was seconded.

The Mayor opened the floor to council comments and questions.

Will Chan, Economic Development Director; John VanLandschoot, Sr Assistant City Attorney; and Doug Elenowitz, Co-founder/Principal of Trailbreak Partners, responded to questions from the Council.

**VOTE TO APPROVE THE CONSENT AGENDA**

	AYES	NAYS		AYES	NAYS
STROM	X		LOW	X	
BLACK	X		NYSTROM	X	
CRUZ, K.	X		REIN	X	
CRUZ, I.	X		SHAHREZAEI	X	
FURMAN	X		SINKS	X	
LABURE	X				
			<b>TOTAL</b>	11	0

**Result:** The motion passed 11-0.

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

There were no items removed from the Consent Agenda.

**ORDINANCES ON SECOND READING  
 AND PUBLIC HEARINGS**

**ITEM 8 – ORDINANCES ON SECOND READING AND PUBLIC HEARINGS**

**ITEM 8A. – O-2026-12 – AUTHORIZING SUPPLEMENTAL APPROPRIATIONS TO THE 2026 REVISED ANNUAL BUDGET IN THE AMOUNT OF \$1,037,000 IN THE GRANT FUND IN RECOGNITION OF GRANTS RECEIVED FROM THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT AND \$3,500,000 IN THE CAPITAL IMPROVEMENT FUND TO ENABLE AN INTERGOVERNMENTAL AGREEMENT WITH THE COLORADO DEPARTMENT OF TRANSPORTATION**

City Clerk Robb read Ordinance O-2026-12 into the record.

Mayor Strom opened the public hearing.

There were no public comments received in person.  
 There were no public comments received via Lakewood Speaks.

Mayor Strom closed the public hearing.

Mayor Pro Tem Shahrezaei made a motion to adopt Ordinance O-2026-12.  
 The motion was seconded.

**VOTE TO APPROVE O-2026-12**

	AYES	NAYS		AYES	NAYS
STROM	X		LOW	X	
BLACK	X		NYSTROM	X	
CRUZ, K.	X		REIN	X	
CRUZ, I.	X		SHAHREZAEI	X	
FURMAN	X		SINKS	X	
LABURE	X				
			<b>TOTAL</b>	11	0

**Result:** The motion passed 11-0.

**ITEM 9 – CLOSING ITEMS**

**ITEM 9A. – GENERAL PUBLIC COMMENT**

Public comment received via Lakewood Speaks: 7 (see attached).

The following residents spoke under General Public Comment:

Robert L., Ward 5, spoke about zoning discussions from last October and in his opinion the lack of input from voters from the community.

Patrick Fox, Ward 2, spoke about current political issues and the problems he is experiencing in Ward 2 (Attachment A).

Gail Ryan, Ward 1, spoke about concerns with zoning and lack of affordability due to changes made in zoning.

Carolyn Wolfrum, Ward 5, spoke about the housing gap and potential ramifications of the zoning code.

Joy Anderson, Ward 5, spoke about the results of the April 7th, 2026, Special Election.

**ITEM 9B. – GENERAL BUSINESS**

The Mayor reminded the Council of the initial meeting for the Council Subcommittee on Charter Changes that will be held in place of the City Council Study Session.

**ITEM 9C. – EXECUTIVE REPORT**

There was no executive report.

**ITEM 9D. – MAYOR AND CITY COUNCIL REPORTS**

Mayor Strom and the Councilors provided updates regarding upcoming Ward meetings and other events in the community.

**ITEM 9E. – ADJOURNMENT**

Seeing no further business, Mayor Strom adjourned the meeting at 8:26 p.m.

Respectfully submitted,

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Jay Robb, City Clerk

## Item 4E - Loan Extension for Trailbreak Partners

### Public Comments

Online comments closed at 10:00 AM MDT 4/14/26.

**Glen Newell** · Apr 14, 2026 · 9:54am

Just so that someone states at least some of the facts out loud in the aftermath of the repeal of the zoning updates: There are ONE HUNDRED AND TWO THOUSAND registered, active voters in the City of Lakewood. 35,000 is nowhere near a majority, it's not even close to 50% and it is CERTAINLY NOT 95% of \*anything\*. Which is to actually say, in addition to the tragedy that Lakewood's worst people convinced many of my neighbors to react to misinformation and outright fraudulent claims, the continuing shame is that more of us do not show up to participate in elections.

**Ludmila** · Apr 14, 2026 · 9:50am

It's clear this Special Election had strong turnout. Saying otherwise is just sour grapes and misinformation, no different from the flyers, door hangers, and recycled talking points the NO campaign pushed throughout the election. A total of 35,574 ballots were cast, and the YES campaign received more votes than the current sitting mayor did in a General Election. That speaks for itself. When public comment is limited to three minutes, City Council should hold themselves to the same standard. Lecturing constituents at length, while cutting residents off mid-sentence, is hypocritical. We are adults. Stop telling constituents how to feel! It's also deeply concerning that nearly the entire City Council (except for two members) actively encouraged a NO vote and even contributed to that effort. That's a slap in the face to the many constituents they YOU are supposed to represent. If the goal is to "heal," then start with accountability. Healing isn't blaming residents or telling them what they got wrong. It's taking a hard look at transparency and communication. Too many people across Lakewood had no idea a special election was even happening! We heard it firsthand while knocking on doors and talking to residents in everyday settings. When polling results don't align with YOUR preferred narrative, like You not agreeing with Lakewood residents that Lakewood is "too crowded" trying to downplay or dismiss those findings is disingenuous. That kind of selective transparency only further erodes trust. It's astonishing that the citizens of Lakewood seem to understand the law better than the very employees tasked with enforcing it. What happened to treating residents with basic respect, the people who ultimately pay city staff salaries? There appears to be a pattern of avoiding accountability and passing responsibility down the line instead of addressing concerns directly. Why was the head of code enforcement unable to provide clear answers, instead giving multiple residents the runaround when they asked straightforward questions about the YES signs being removed? We're tired of being silenced. We're tired of being misled. And we're tired of being treated as though we are beneath the very people meant to serve the public. We are not, we are equals, and we expect to be treated as such. Years ago, in the private sector, there was a simple principle: the customer is always right, treat people with respect. Even when a customer was mistaken, you took the time to explain, professionally and courteously. You didn't dismiss them, demean them, or send them in circles between departments to avoid responsibility. That same standard should apply here. City Council constantly says "we need to do better," yet time and again, you fail to deliver. At this point, it's not a goal, it's an excuse. We don't need more promises, we need results.

**Item 9A - General Public Comment**

**Steve F** · Apr 13, 2026 · 7:36pm

What a fantastic turnout for the citywide election on April 7, 2026. Over 35,000 ballots were cast both Yes and No on the zoning issue. Lakewood's November 2025 election for city council seats for all five wards only had a slightly larger turnout of 37,541. For an off cycle election to get a 95% turnout compared to a regular election cycle really shows the excellent participation by Lakewood residents. Nobody can say the outcome was based on low turnout. Thanks Lakewood residents for sending a clear message.

**Patrick Sobecki** · Apr 13, 2026 · 7:09pm

Hi, I am a young pastor in the city and most of the people of my church are young professionals or young families. I look forward to helping with input about the future of Lakewood when it comes to housing and would love to be a part of any future meetings concerning the new zoning that will have to be established to conform with state regulations.

**Nate Wightman** · Apr 13, 2026 · 4:20pm

I am bummed more residents couldn't find the energy to vote in the April 7 election on zoning. The fact that so few ended up voting seems to say that the "new zoning that was recalled" was not "so bad" or "so wonderful". It might have been just right. But, onward. I hope we can keep working on the zoning to adjust for the folks who voted to repeal it and address their issues with it. Maybe it would be worthwhile to lower the max heights to 30 ft. Increase ways to make these homes affordable with maybe subsidies or ?? We could address better ways to clarify how small lots actually help to financially support our built infrastructure. Such as working on this explanation.. If people end up moving here they will rent empty bedrooms in our current inventory of homes. If prices keep going up then owners will rent rooms to make do. When density moves into our city in this way all the folks who do not rent space will have to incur more of the financial burden. Additional renter density pays virtually nothing for infrastructure. On the other hand, with gentle upzoning, if only 300 small homes were built in one ward TO SUPPORT THE SAME DENSITY OF RENTERS ABOVE, that could be one 3 plex for every 33 homes in the district. The 300 new small homes would provide \$9,000,000 in tap fees to support the infrastructure. Then if the monthly fee was \$60 these 300 small homes would pay \$216,000 per year for the district. Then on top of that they would still pay the water/sewer fees that the renters would pay. So additional renter density over 10 years pays nothing towards infrastructure. THEN small homes for just 4-600 of these renters financially supports the infrastructure with \$11,160,000 over 10 years. This seems so obvious.. yet some strangely protested this due to a water board suggesting otherwise? So, let's all get back to work and try to find ways to help our 40,000 neighbors, friends and families find housing that they can better afford. This is important and the fact that so few were excited to vote tells me we were close. Please, let's help our housing cost burdened community.

**Lenore Herskovitz** · Apr 12, 2026 · 6:00pm

During the first week of April, two events occurred which shed light on communication deficits and its impact on trust in our city government. On April 2, 3 campaign signs (mostly YES) were removed from numerous private properties in Wards 1 & 2. Since then there have been efforts made to find out why the signs were taken. They had been up for over a

month so why were they removed 5 days before the election? Were complaints filed? Unfortunately any answers received have been evasive at best. On April 10, I had a phone conversation with Gail Spenser, the Director of Code Enforcement. She told me signs were taken because they were in the right of way. What she didn't mention is that every right of way is unique to individual properties. So how do you determine such a violation when the right of way is different for every home? Unlike neighborhoods with sidewalks where you can establish a specific distance of signs being 2' from the sidewalk, there are no clear guidelines when sidewalks don't exist. I also learned code enforcement officers don't require a filed complaint to enforce a right of way violations. Equally disturbing is there is no documentation of these violations. Ms. Spenser said that calls in the field are dispatched through Jeffcom 911 and they could offer more information. That avenue is being explored through a CORA request but the form requires a specific time and address and this is the information being sought creating a Catch-22 dilemma. So weeks go by with no answers. Is that purposeful in hopes that if you stall long enough the inquiries will go away? This circular process of making requests and getting inadequate responses and starting over again needs to be changed. Also, where is the accountability? Around this time, a Ward 1 meeting was scheduled for April 4, 9:30-11 a.m. at Holy Shepherd Lutheran Church. A couple days prior to this I had emailed my councilors to see if they were going to follow-up on concerns raised at the previous combined Wards 1& 2 meeting about provocative flyers being distributed by MakeLakewoodLivable ( a group both councilors endorsed). Both councilors responded no. Councilor Shahrezaei brought up that since it was so close to the election most people had probably already voted. Councilor Sinks encouraged me to stick to the topic of zoning because we were seeking common ground and healing. Divisive discussion not welcome. Mid week a notification was sent out that the scheduled speaker for the meeting had been changed but not the meeting location. Late Friday afternoon, in response to the sign removals, a free speech demonstration was being organized. This would take place before the Ward 1 meeting at the church location. Lakewood Citizens Alliance was contacted and that info was shared with all the special interest groups. The next morning at 8:40 a.m. I received an email from Councilor Sinks (cc to Jeslin) apologizing that due to the holiday the meeting was being moved to the Lakewood Library. Problems with this last minute switch: 1) not everyone was notified about the last minute venue change; 2) I asked a friend to go to the church to redirect folks. There she found a note taped to the gate saying the meeting had been moved yet there was a Bible group at the church who wondered why we weren't meeting there; 3) our councilors tried to book a room at the library before it opened then just showed up; 4) because of last minute booking the room in the library was only available till 10:30; 5) many people missed almost half the meeting because of venue switch. The small free speech demonstration was able to shift their location to the library. This new location had the added feature of a ballot box in front of the building which required demonstrators to be 100' from it. Although the demonstrators were compliant with the rule Councilor Shahrezaei complained and two police cars showed up within an hour. The police found no violation had occurred ( they were checking their computers to learn about applicable statutes and laws for this circumstance). There are still confusing explanations for the change of venue. Glenda claims she realized that it was a holiday weekend and maybe the church wouldn't be available. She pulled up a schedule for Ward mtgs at the church but didn't realize the dates she was looking at were from 2025. Why didn't she believe that the church would have contacted her if the regular room was not available? They had always done so in the past. I contacted the church and I was told that the room was reserved for the Ward 1 meeting on April 4. As a matter of fact, they didn't realize the room hadn't been used till they found a note on the door on on Easter Sunday. Sign removals and venue mix-up are indicative of a failure to communicate effectively. For code enforcement - no documentation, no

accountability and no real recourse for constituents. For the Ward meeting - no timely notice, selective notification to some. An attempt to obstruct a peaceful demonstration or a careless mistake? Last year a Ward 1 meeting had not been noticed at all until selective individuals were contacted an hour before the unannounced meeting was to begin. I remember telling Jeslin that these meetings had to give 24 hr. Notice or be cancelled . She disagreed and said that didn't apply to Ward meetings. I learned rules are not applied equally and can be ignored at will by some. If we truly want to heal and find common ground, we need to look at our failed processes and procedures and change them.

**S St** · Apr 7, 2026 · 1:05pm

Everything on this agenda is a new or added tax for citizens, under the worn out reasons of "for your safety" and "loss prevention". I have ZERO interest in paying for "wildfires" in other states under the new state code and Lakewood adopted code of structure enhancement. This is a tax (fee) and insurance grab to once again bailout not only poor budget and fiscal management of the city, but insurance companies. If you do not think your insurance rates are going up you're not paying attention. You will help pay for fires in all 50 states including hawaii. These Wildfire Resiliency codes will without a doubt morph into higher insurance rates and set new rate rules that will never see your rates go down.....ever. How many more new "fees" (taxes) will the city of Lakewood create without an approval by citizens? You are not being properly represented by your council and wholesale changes are sorely needed. I am willing to bet that there will be a new "resolution" or "code" approved by council at every next meeting, because what makes me think that my best interest is their concern? Perhaps their past closed door and private voting record and council becoming beholden to developers, Denver and insurance companies. Harsh? Perhaps, but mark my words. We are not against progress, but I have not lived here along with three past and current generations to watch every reason we live here be decimated. Thank you.

#302

by ~~(Name)~~

Sat April 11 2026

I've Been intentionally Harassed

Bullied threatened! N Assaulted 1/5 years

by Addicts gang Prostitutes! understand

Had I Been Addict I would Had dates, sex,

Physical Abuse without consequence A

Bunch of liars that would back me Respect!

Had I done used or sold Meth or fentanyl!

But I am Not a Addicted so I get

the opposite! treatment why IM prophet In

a Fuck up world! Id Shine pretty Bright

Since Not part of the Corruption! Society gives

No Dates No good times No woman No Men

No sex All DisRespect world Staff Family

Property management can give! No car No house or

Home! No one woman who Ever Loved! good

I do!

Smart yall claim to be! Badasses as you

All claim to be! you didn't see Notice

My suffering or good deeds! No Matter

How Big! why it the End of Humanity

Make sense to me

# STAFF MEMO

**DATE OF MEETING: APRIL 27, 2026 / AGENDA ITEM NO. 8**

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: APRIL 27, 2026 / AGENDA ITEM NO. 9A**

To: Mayor and City Council  
From: Will Chan, Economic Development Director & LRA Executive Director  
Subject: **Updates to Lakewood Municipal Code Chapter 3.26**

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**SUMMARY STATEMENT:** City staff will present updates to Lakewood Municipal Code Chapter 3.26 which authorizes the city to provide financial incentives to promote, foster, and encourage economic development.

**BACKGROUND INFORMATION:** The City of Lakewood adopted Chapter 3.26 of the Lakewood Municipal Code in 1985, establishing an Economic Development Incentive Fund for the purpose of providing financial assistance for public improvements that further the economic development goals of the City. In 1987, the City's voters authorized a tax on hotel/motel accommodations for the purpose of funding economic development. The revenue from the tax was assigned to the Economic Development Fund, the "Fund". The City periodically reviews and revises provisions of Chapter 3.26 relating to permissible expenditures from the Fund. Currently, the City desires to clarify and define permissible expenditures from the Fund to include activities that further the economic development goals of the City. The proposed amendments describe public benefits consistent with the current economic development goals of the City and clarify the purpose and intent of the Fund. The proposed amendments do not create a new tax, expand the scope of the tax, increase the tax rate, or in any way change the revenues that may be collected from the tax.

Most of the textual changes to this code clarify how this code interacts with the City's Charter, including mandates for all land transfers or direct assistance to require approval by the City Council. Additionally, a few of the most significant proposed revisions are as follows:

3.26.010 Purpose. Revised to clearly incorporate broad sectors of the community that impact economic development and growth within the City.

3.26.020 Definitions. Adds a definition for economic mobility.

Economic mobility means the ability of individuals or households to improve their economic position through participation in the local economy, including access to employment, workforce advancement, business ownership, entrepreneurship, asset building, and income growth, as supported through economic development strategies that strengthen businesses, expand job opportunities, and increase long-term earning potential. Economic mobility, for purposes of this chapter, does not include the provision of general social or human services unrelated to economic development activities.

3.26.030 Economic development fund established; funding. Revises language to more clearly articulate that the goal of the City's economic development fund is to promote both residential and business development in a manner that produces public benefits to the City and its residents, while continuing to prohibit the City from participating in any joint venture or private activity. These revisions specifically seek to advance economic mobility for residents of the City by supporting workforce development, skills training, career advancement, entrepreneurship, access to capital, and other

strategies reasonably designed to increase household stability, earning potential, and long-term participation in the City's economy. Programs authorized under this subsection shall be directly related to economic participation and shall not constitute general social services unrelated to economic development.

3.26.050 Procedural rules and regulations. The revisions to this section clarify that Direct Economic Development Assistance must be approved by the City Council. This section also clarifies what actions/costs qualify as projects eligible for tax rebates.

Additionally, it should be noted that because none of the proposed amendments to this code change the Economic Development Incentive Fund of the City, or impose a new tax, a tax rate increase, or a tax policy change directly causing a net revenue gain, there are no TABOR implications.

**BUDGETARY IMPACTS:** There is no budget impact associated with this presentation as the session is used to provide updated information and address questions.

**STAFF RECOMMENDATIONS:** Staff recommends the Mayor and City Council review the draft changes provided and provide any specific questions in advance, so thoughtful answers may be researched and responses provided to the whole of the Council.

**ALTERNATIVES:** The Mayor and City Council may delay or forgo this presentation.

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

**NEXT STEPS:** Staff will present the proposed changes to the Lakewood Municipal Code Chapter 3.26 and seek approval from City Council on April 27, 2026.

**ATTACHMENTS:**

1. Ordinance O-2026-13
2. Chapter 3.26 Amendments\_Redline Version

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

O-2026-13

AN ORDINANCE

AMENDING LAKEWOOD MUNICIPAL CODE 3.26 TO UPDATE DEFINITIONS  
AND CLARIFY THE TYPES OF PUBLIC BENEFITS THAT MAY BE  
SUPPORTED THROUGH THE ECONOMIC DEVELOPMENT FUND

WHEREAS, the City of Lakewood, Colorado, the "City," adopted Chapter 3.26 of the Lakewood Municipal Code in 1985, establishing an Economic Development Incentive Fund for the purpose of providing financial assistance for public improvements that further the economic development goals of the City;

WHEREAS, the City in 1989 authorized a tax for the purpose of funding the Economic Development Incentive Fund, the "Fund", with such tax levied on businesses that provide hotel/motel accommodations within the City;

WHEREAS, the City has periodically revised provisions of Chapter 3.26 relating to permissible expenditures from the Fund;

WHEREAS, the City desires to clarify and define permissible expenditures from the Fund to include activities that further the economic development goals of the City but were previously undefined;

WHEREAS, the proposed amendments describe public benefits consistent with the economic development goals of the City and clarify the purpose and intent of the Fund;

WHEREAS, the proposed amendments to 3.26 do not create a new tax, expand the scope of the tax, increase the tax rate, or in any way change the revenues that may be collected from the tax;

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

Section 1. Amendments Authorized. Chapter 3.26 of the Lakewood Municipal Code shall be amended as follows:

CHAPTER 3.26 ECONOMIC DEVELOPMENT

3.26.010 Purpose.

~~The granting of financial assistance is determined to be a public purpose. Specifically, such assistance protects the public welfare by promoting and fostering the growth of the city's economic base which in turn has positive effects by generating jobs, increasing the tax base, services and products produced by the private sector, encouraging and providing for the vitality of residential areas and of commercial and industrial businesses within the city, as well as providing increased opportunities for~~

~~employment for the residents of the city and enabling the city to carry forward its functions in the preservation of the health, safety and welfare of the citizens and residents of the city, all of which have a net positive impact on city revenues, and, in general, improve the quality of life in the city.~~

The Economic Development Department partners with businesses, community-based groups, and non-profits to further the economic development goals of the City. Economic Development funds shall be used to further the goals stated herein or as approved by vote of the City Council. The City of Lakewood is committed to public investment that encourages conscious economic growth and fosters safe, thriving neighborhoods. The quality of life in the city can be improved by generating jobs, expanding business opportunities, investing in neighborhoods and businesses within the city, and advancing economic mobility, including increasing access to employment opportunities, workforce advancement, business ownership, asset building, and participation in the local economy, in a manner that strengthens neighborhoods, supports businesses, and improves overall quality of life.

### 3.26.020 Definitions.

~~For the purpose of In~~ this chapter the following words and terms shall be defined as follows:

~~*City Manager* means the City Manager, or designee.~~

*Economic Development Department* means the department of the city created to assist the City Council and the City Manager to develop and implement programs for the promotions of economic development in the city.

*Fund* means the economic development fund created herein.

*Economic mobility* means the ability of individuals or households to improve their economic position through participation in the local economy, including access to employment, workforce advancement, business ownership, entrepreneurship, asset building, and income growth, as supported through economic development strategies that strengthen businesses, expand job opportunities, and increase long-term earning potential. Economic mobility, for purposes of this chapter, does not include the provision of general social or human services unrelated to economic development activities.

### 3.26.030 Economic development fund established; funding.

#### A. *Fund*

- ~~1. There is established~~ The City shall maintain a special fund ~~to be known as the economic development fund. The purpose of said fund shall be to provide funds from the city to further the economic development goals of the city by providing financial assistance to projects attracting enterprises that City Council determines will further the accomplishment of the city's economic goals~~ City. The

economic development goals of the program include efforts to ~~expand the city's tax base, promote residential and business development that will enhance the physical and economic environment of the city, provide permanent jobs and skilled labor availability, services, and products within the city thereby improving employment opportunities produce public benefits for the City and its residents of the City of Lakewood, foster revitalization of physically deteriorating areas, promote development that will have a net positive impact on city revenues, and produce a positive impact upon the community as a whole.~~

2. The City Council specifically finds and determines that ~~creation of the economic development fund is and the goals of this ordinance are consistent with the City's powers as a home rule municipal corporation and that exercise of said powers in the manner set forth herein is in furtherance of the public health, safety and welfare. Notwithstanding any provisions hereof, the city shall never be a joint venture in any private entity or activity which participates in the economic development fund, and the city shall never be liable or responsible for any debt or obligation of any participant in receiving funds from the economic development fund. The City Council finds, determines, and declares that this ordinance is promulgated under the general police power of the City of Lakewood, that it is promulgated for to ensure the health, safety, and welfare of the public, and that the ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the ordinance bears a rational relation to the proper legislative object sought to be attained.~~

B. *Funding.*

1. The fund ~~source of funds shall be funded by via~~ transfer of revenues derived from ~~the tax levied on hotel and motel accommodations within the city.~~
2. The fund may also be supplemented by City Council at its discretion.

3.26.040 Authorized expenditures.

- A. ~~Money~~ The City grants authority to expend funds from the fund shall be used to Economic Development Fund as stated herein. The City may either provide financial assistance with other entities to business enterprises located or to be located within effectuate the corporate limits purpose of the this ordinance or it may fund City of Lakewood, whose proposals programs with this fund. City Staff shall establish and maintain guidelines for financial assistance have been approved expenditures of Economic Development Fund dollars, consistent with the economic development goals of the City as defined herein and determined by the City Council Manager or designee.

1. Expenditure of funds is authorized for any action which provides a public benefit and is reasonably designed to:

- a. Develop new business activity, retain existing business activity, improve existing economic activities, expand the tax base, or otherwise contribute to the City's economic vitality; or
- b. Advance economic mobility for residents of the City by supporting workforce development, skills training, career advancement, entrepreneurship, access to capital, and other strategies reasonably designed to increase household stability, earning potential, and long-term participation in the City's economy. Programs authorized under this subsection shall be directly related to economic participation and shall not constitute general social services unrelated to economic development.
2. Expenditure of funds is authorized for public improvements, as defined herein.
- B. Such Financial assistance shall be granted under such terms and conditions as may be authorized by the City Council, pursuant to procedures described in Section 3.26.050 herein.
- C. For expenditures which involve the purchase or sale of real property, the City may take any action consistent with fee simple ownership, including but not limited to the purchase, demolition, sale, transfer, or other disposition of property. All purchases and sales of real property shall be approved by the City Council.
- D. For projects which involve the construction of physical public improvements, the amount of financial assistance shall be related to the costs of constructing public improvements as determined necessary pursuant to Chapter 14.13 of the Lakewood Municipal Code, to support the development project the applicant is undertaking. The city may pay for all, or only a portion, of said public improvements, at its complete discretion. The maximum amount of financial assistance, however, shall be less than or equal to the estimate of the actual cost of public improvements, said estimate which costs shall be demonstrated to be provided by a professional engineer registered in the satisfaction of the State Chief Financial Officer of Colorado, retained by the applicant and satisfactory to the City Engineer of Lakewood or their designee.
- ~~DE.~~ For projects which involve the revitalizations or removal of physically deteriorating areas or structures, the amount of financial assistance shall be related to the actual costs of renovation and enhancement revitalization or removal. The city may provide financial assistance for some or all of said costs at its complete discretion. The maximum amount of financial assistance, however, shall be less than or equal to the estimate of such actual costs, said estimate which costs shall be demonstrated to be provided by a professional engineer registered in the satisfaction of the State Chief Financial Officer of Colorado, retained by the applicant and satisfactory to the City Engineer of Lakewood or their designee.
- ~~EF.~~ For projects described in Sections 3.26.040(C) and (D), moneys from the fund shall be strictly limited to uses which are public or public-related in nature. For purposes of the fund, public or public-related purposes shall mean this code public improvements, including shall include but not be limited to streets, sidewalks, curbs, gutters, pedestrian malls, street lights, drainage facilities, landscaping, decorative structures, statuaries, fountains, identification signs, traffic safety devices, bicycle paths, off-

street parking facilities, benches, restrooms, information booths, public meeting facilities, and all necessary, incidental, and appurtenant structures and improvements, together with the relocation and improvement of existing utility lines, and any other improvements of a similar nature which are specifically approved by the City Council upon the City Council's finding that said improvements are public or public-related improvements.

- ~~F.~~ For projects which involve the creation of new jobs for the residents of the city through relocation of new businesses or industries or the expansion of existing firms, the amount of financial assistance shall be related to the specific action costs of job-specific, start-up training programs necessary to provide job applicants with the specific job skills appropriate to the newly created employment opportunities. The city may provide financial assistance for some or all of said costs at its complete discretion. The maximum amount of financial assistance, however, shall be less than or equal to the verification of such actual costs, said verification to be determined by guidelines promulgated by the City Manager.
- G. Money from the fund shall be used to support operations and staff salaries for the Economic Development Department under an operational budget and guidelines promulgated by the City Manager and approved by the City Council in the manner for budgetary approval provided in the Municipal Code.
- ~~H.~~ The City Council may authorize expenditures from the fund for the promotion of tourism and other services or programs related to attracting visitors to the City of Lakewood.
- H. The City Council may, in its discretion, accomplish the purposes outlined in this chapter in cooperation with other local, state, or federal entities or agencies through ~~direct or participatory~~ funding mechanisms approved by the City Council.
- J. In addition to the projects specifically identified in this chapter, the City Council may authorize expenditures from the fund for projects which in its judgment advance the economic development goals of the city. Such projects may include but are not limited to, financial assistance programs, business finance education, funding for organizations that address social issues such as homelessness, affordable housing and environmental economic studies, engineering studies, studies concerning the design and construction of public and public-related improvements and studies and activities related to the promotion of tourism and attraction of new businesses and industries into the city.

### 3.26.050 Procedural rules and regulations.

- A. ~~Economic Development~~ Direct Assistance. Except as otherwise set forth herein, the following procedure shall govern requests for direct financial assistance from the fund:
1. The City Manager or designee shall analyze—evaluate the request for conformance with the criteria established pursuant to this chapter and the City's guidelines.

2. ~~The~~ If a request is deemed consistent with this chapter and the City's guidelines, the City Manager or designee shall forward the request to the City Council together with a recommendation regarding financial assistance for the project, which shall include suggested terms of participation.
3. The City Council may subsequently direct the City Manager to ~~develop~~ execute an agreement between the applicant and the city or a cooperating local, state, or federal entity or agency, which agreement embodies such terms and conditions as the city Council deems appropriate for the disbursement of moneys from the fund.
4. The City Council may by resolution authorize the City Manager to execute such agreement on behalf of the city. Purchase of land must be via ordinance.
5. The City Manager is authorized to promulgate administrative regulations to implement provisions contained herein applicable to the economic development fund.
6. This procedure shall not be applicable if the city Council has previously budgeted and appropriated funds for programs or expenditures for the purposes described in this chapter 3.26, nor shall it be applicable to the grant of assistance or refunds in accordance with subsection (B) hereof or the waiver or reduction of fees in accordance with Section 14.02.040A.3 of the Lakewood Municipal Code.

#### B. *Tax Rebates.*

1. Tax rebates are intended to facilitate business expansion and relocation to the city. Incentive agreements are entirely discretionary and are considered on a case-by-case basis. Priorities for incentive agreements shall be to grow the local economy, provide quality jobs opportunities for Lakewood's residents and provide affordable housing to residents.
2. Tax Rebates are performance based. The business shall meet or exceed the specific performance measures identified in the Incentive Agreement before any tax rebate may be given. Specific performance measures may include, but are not limited to: adding jobs, increasing wages, revenue generation, and capital investment.
3. Upon application to the City Manager, the City Manager may rebate an amount not to exceed 75 percent of the sales and use tax actually paid on the construction permit to the City of Lakewood by the applicant in the construction or renovation of one or more buildings within the city if such rebate, based on findings by the City Manager, will further the economic development goals of the city as set forth in Section 3.26.010 of the Lakewood Municipal Code. Said findings shall be made in writing.
4. Upon application to the City Manager, the City Manager may rebate an amount not to exceed 30 percent of the sales and use tax on tangible personal property actually paid to the city by the applicant for a period not to exceed six years if

such rebate, based on findings by the City Manager, will further the economic goals of the city as set forth in Section 3.26.010 of the Lakewood Municipal Code. Said findings shall be made in writing.

- 5. Upon application to the City Manager, the City Manager may forgo permit and plan review fees due to the City on the construction permit to the City of Lakewood by the applicant in the construction or renovation of one or more buildings within the city.

3.26.060 Criteria.

In addition to criteria established elsewhere in this chapter, all requests for assistance from the fund shall be evaluated according to criteria related to the city's economic development goals as promulgated by the City Manager or designee.

SECTION 2. This ordinance shall take effect thirty (30) days after adoption by the City Council and final publication by title, including any amendment to such ordinance made by the City Council which shall be included in the full publication of the ordinance to the City's website, all in accordance with Lakewood City Charter §7.4.

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

I hereby attest and certify that the within and foregoing ordinance was introduced and read on first reading at a hybrid regular meeting of the Lakewood City Council on the 13th day of April 2026; published by title in the Denver Post and in full on the City of Lakewood's website at [www.lakewood.org](http://www.lakewood.org) on the 16th day of April, 2026; set for public hearing to be held on the 27th day of April, 2026; read, finally passed and adopted by the City Council on the 27th day of April, 2026; and signed by the Mayor on the \_\_\_ day of April, 2026.

\_\_\_\_\_  
Wendi Strom, Mayor

ATTEST:

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

Approved as to form:

\_\_\_\_\_  
Alison McKenney Brown, City Attorney

## Chapter 3.26 ECONOMIC DEVELOPMENT<sup>1</sup>

### 3.26.010 Purpose.

~~The granting of financial assistance is determined to be a public purpose. Specifically, such assistance protects the public welfare by promoting and fostering the growth of the city's economic base which in turn has positive effects by generating jobs, increasing the tax base, services and products produced by the private sector, encouraging and providing for the vitality of residential areas and of commercial and industrial businesses within the city, as well as providing increased opportunities for employment for the residents of the city and enabling the city to carry forward its functions in the preservation of the health, safety and welfare of the citizens and residents of the city, all of which have a net positive impact on city revenues, and, in general, improve the quality of life in the city. The Economic Development Department partners with businesses, community-based groups, and non-profits to further the economic development goals of the City. Economic Development funds shall be used to further the goals stated herein or as approved by vote of the City Council. The City of Lakewood is committed to public investment that encourages conscious economic growth and fosters safe, thriving neighborhoods. The quality of life in the city can be improved by generating jobs, expanding business opportunities, investing in neighborhoods and businesses within the city, and advancing economic mobility, including increasing access to employment opportunities, workforce advancement, business ownership, asset building, and participation in the local economy, in a manner that strengthens neighborhoods, supports businesses, and improves overall quality of life. addressing social economic issues like community safety, affordable housing, homelessness, and environmental sustainability.~~

(Ord. O-2020-32 § 2, 2020; Ord. O-89-58 § 1, 1989; Ord. O-85-54 § 1 (part), 1985).

Editor's note(s)—Ord. O-2020-32, § 2, adopted Dec. 14, 2020, changed the title of § 3.26.010 from "Establishment and purpose" to read as herein set out.

### 3.26.020 Definitions.

~~For the purpose of~~In this chapter, the following words and terms shall be defined as follows:

*City Engineer* means the City Engineer, or designee.

*City Manager* means the City Manager, or designee.

*Economic Development Department* means the department of the city created to assist the City Council and the City Manager to develop and implement programs for the promotions of economic development in the city.

*Fund* means the economic development fund created herein.

*Economic mobility* means the ability of individuals or households to improve their economic position through participation in the local economy, including access to employment, workforce advancement, business ownership, entrepreneurship, asset building, and income growth, as supported through economic development strategies that strengthen businesses, expand job opportunities, and increase long-term earning potential. Economic mobility, for

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<sup>1</sup>Editor's note(s)—Ord. O-2020-32, § 2, adopted Dec. 14, 2020, changed the title of Ch. 3.26 from "Economic Development Incentive Fund" to read as herein set out.

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[purposes of this chapter, does not include the provision of general social or human services unrelated to economic development activities](#)

(Ord. O-2019-24 § 4, 2019; Ord. O-89-58 § 2, 1989; Ord. O-85-54 § 1 (part), 1985).

### 3.26.030 Economic development fund ~~established~~; funding.

#### A. ~~Fund Established.~~

1. ~~There is established~~The City shall maintain a special fund ~~to be~~ known as the economic development fund ("EDF"). The purpose of said fund shall be to ~~provide funds from the city to~~ further the economic development goals of the ~~city by providing financial assistance to projects attracting enterprises that City Council determines will further the accomplishment of the city's economic goals.~~City. The economic development goals of the program include efforts to ~~expand the city's tax base,~~ promote residential and business development that will ~~enhance the physical and economic environment of the city, provide permanent jobs and skilled labor availability, services, and products within the city thereby improving employment opportunities~~produce public benefits for the City and its residents ~~of the City of Lakewood, foster revitalization of physically deteriorating areas, promote development that will have a net positive impact on city revenues, and produce a positive impact upon the community as a whole.~~
2. The City Council specifically finds and determines that ~~creation of~~ the economic development fund ~~is and the goals of this ordinance are~~ consistent with the ~~city's~~city's powers as a home rule municipal corporation and that exercise of said powers in the manner set forth herein is in furtherance of the public health, safety and welfare. Notwithstanding any provisions hereof, the city shall never be a joint venture in any private entity or activity which participates in the economic development fund, and the city shall never be liable or responsible for any debt or obligation of any participant ~~in receiving funds from~~ the economic development fund. The City Council finds, determines, and declares that this ordinance is promulgated under the general police power of the City of Lakewood, ~~that it is promulgated for to ensure~~ the health, safety, and welfare of the public, and ~~that~~ the ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the ordinance bears a rational relation to the proper legislative object sought to be attained.

#### B. ~~Funding.~~

1. The ~~fund~~source of funds shall be ~~funded by~~via transfer of revenues derived from ~~the~~ tax levied on ~~hotel and motel accommodations~~lodging services within the city.
2. ~~The fund may also be supplemented by City Council at its discretion.~~

(Ord. O-2020-32 § 2, 2020; Ord. O-89-58 § 3, 1989; Ord. O-85-54 § 1 (part), 1985).

~~Editor's~~Editor's note(s)—Ord. O-2020-32, § 2, adopted Dec. 14, 2020, changed the title of § 3.26.030 from ~~"Funding"~~ to read as herein set out.

### 3.26.040 Authorized expenditures.

- A. ~~Money~~ The City grants authority to expend funds from the ~~fund shall be used to~~ EDF as stated herein. The City may either provide financial assistance with other entities to ~~business enterprises located or to be located within~~effectuate the ~~corporate limits~~purpose of ~~the this ordinance or it may fund~~ City of Lakewood, ~~whose proposals~~ programs with this fund. City Staff shall establish and maintain guidelines for ~~financial assistance have been approved~~ expenditures of EDF dollars, consistent with the economic development goals of the City as defined herein and determined by the City ~~Council~~Manager or designee.

1. Expenditure of funds is authorized for any action which provides a public benefit and is reasonably designed to:

a. Develop new business activity, retain existing business activity, improve existing economic activities, expand the tax base, or otherwise contribute to the City's economic vitality; or

b. Advance economic mobility for residents of the City by supporting workforce development, skills training, career advancement, entrepreneurship, access to capital, and other strategies reasonably designed to increase household stability, earning potential, and long-term participation in the City's economy. ~~Address social concerns like homelessness, neighborhood safety, affordable housing, workforce training, or to otherwise ameliorate similar concerns affecting the health, safety, or welfare of the residents of the City. Programs authorized under this subsection shall be directly related to economic participation and shall not constitute general social services unrelated to economic development~~

2. Expenditure of funds is authorized for public improvements, as defined herein.

B. ~~Such~~ Financial assistance shall be granted under such terms and conditions as may be authorized by the City Council, pursuant to procedures described in Section 3.26.050 herein.

C. For expenditures which involve the purchase or sale of real property, the City may take any action consistent with fee simple ownership, including but not limited to the purchase, demolition, sale, transfer, or other disposition of property. All purchases and sales of real property shall be approved by the City Council.

D. For projects which involve the construction of physical public improvements, the amount of financial assistance shall be related to the costs of constructing public improvements as determined necessary pursuant to Chapter 14.13 of the Lakewood Municipal Code, to support the development project the applicant is undertaking. The city may pay for all, or only a portion, of said public improvements, at its complete discretion. The maximum amount of financial assistance, however, shall be less than or equal to the ~~estimate of the actual~~ cost of public improvements, ~~said estimate which costs shall be demonstrated to be provided by a professional engineer registered in the satisfaction of the State Chief Financial Officer of Colorado, retained by the applicant and satisfactory to the City Engineer of Lakewood or their designee.~~

~~DE.~~ For projects which involve the ~~revitalizations~~ ~~revitalization or removal~~ of physically deteriorating areas ~~or structures~~, the amount of financial assistance shall be related to the actual costs of ~~renovation and enhancement.~~ ~~revitalization or removal~~. The city may provide financial assistance for some or all ~~of~~ said costs at its complete discretion. The maximum amount of financial assistance, however, shall be less than or equal to ~~the estimate of such~~ actual costs, ~~said estimate which costs shall be demonstrated to be provided by a professional engineer registered in the satisfaction of the State Chief Financial Officer of Colorado, retained by the applicant and satisfactory to the City Engineer, of Lakewood or their designee.~~

~~EE.~~ For projects described in Sections 3.26.040(C) and (D), moneys from the fund shall be strictly limited to uses which are public or public-related in nature. For purposes of the fund, public or public-related purposes shall ~~mean this code~~ public improvements, ~~including shall include~~ but not ~~be~~ limited to streets, sidewalks, curbs, gutters, pedestrian malls, street lights, drainage facilities, landscaping, decorative structures, statuary, fountains, identification signs, traffic safety devices, bicycle paths, off-street parking facilities, benches, restrooms, information booths, public meeting facilities, and all necessary, incidental, and appurtenant structures and improvements, together with the relocation and improvement of existing utility lines, and any other improvements of a similar nature which are specifically approved by the City Council upon the City Council's finding that said improvements are public or public-related improvements.

~~F.~~ For projects which involve the creation of new jobs for the residents of the city through relocation of new businesses or industries or the expansion of existing firms, the amount of financial assistance shall be related to the actual costs of job-specific, start-up training programs necessary to provide job applicants with the specific job skills appropriate to the newly created employment opportunities. The city may provide financial

~~assistance for some or all of said costs at its complete discretion. The maximum amount of financial assistance, however, shall be less than or equal to the verification of such actual costs, said verification to be determined by guidelines promulgated by the City Manager.~~

- G. Money from the fund shall be used to support operations and staff salaries for the Economic Development Department under an operational budget and guidelines promulgated by the City Manager and approved by the City Council in the manner for budgetary approval provided in the Municipal Code.
- ~~H. The City Council may authorize expenditures from the fund for the promotion of tourism and other services or programs related to attracting visitors to the City of Lakewood.~~
- H. The City Council may, in its discretion, accomplish the purposes outlined in this chapter in cooperation with other local, state, or federal entities or agencies through ~~direct or participatory~~ funding mechanisms approved by the City Council.
- J. In addition to the projects specifically identified in this chapter, the City Council may authorize expenditures from the fund for projects which, in its judgment, advance the economic development goals of the city. Such projects may include, but are not limited to, financial assistance programs, business finance education, funding for organizations that address social issues such as homelessness, affordable housing and environmental economic studies, engineering studies, studies concerning the design and construction of public and public-related improvements and studies and activities related to the promotion of tourism and attraction of new businesses and industries into the city.

(Ord. O-2019-24, § 4, 2019; Ord. O-89-58 § 4, 1989; Ord. O-87-78 § 1, 1987; Ord. O-87-65 § 1, 1987; Ord. O-85-54 § 1 (part), 1985).

### 3.26.050 Procedural rules and regulations.

- A. ~~Economic Development~~Direct Assistance. Except as otherwise set forth herein, the following procedure shall govern requests for direct financial assistance from the fund:
  - 1. The City Manager ~~or designee~~ shall ~~analyze~~evaluate the request for conformance with the criteria established pursuant to this chapter ~~and the City's guidelines.~~
  - 2. ~~If a request is deemed consistent with this chapter and the City's guidelines, the~~ City Manager ~~or designee~~ shall forward the request to the ~~city~~City Council together with a recommendation regarding financial assistance for the project, which shall include suggested terms of participation.
  - 3. The City Council may subsequently direct the City Manager to ~~develop~~execute an agreement between the applicant and the city or a cooperating local, state, or federal entity or agency, which agreement embodies such terms and conditions as the city Council deems appropriate for the disbursement of moneys from the fund.
  - 4. The City Council may, by resolution, authorize the City Manager to execute such agreement on behalf of the city. Purchase of land must be via ordinance.
  - 5. The City Manager is authorized to promulgate administrative regulations to implement provisions contained herein applicable to the economic development fund.
  - 6. This procedure shall not be applicable if the city Council has previously budgeted and appropriated funds for programs or expenditures for the purposes described in this chapter 3.26, nor shall it be applicable to the grant of assistance or refunds in accordance with subsection (B) hereof or the waiver or reduction of fees in accordance with Section 14.02.040A.3 of the Lakewood Municipal Code.
- B. *Tax Rebates.*

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- 1.1. Tax rebates are intended to facilitate business expansion and relocation to the city. Incentive agreements are entirely discretionary and are considered on a case-by-case basis. Priorities for incentive agreements shall be to grow the local economy, provide quality jobs opportunities for Lakewood’s residents and provide affordable housing to residents.
  2. Tax Rebates are performance based. The business shall meet or exceed the specific performance measures identified in the Incentive Agreement before any tax rebate may be given. Specific performance measures may include, but are not limited to: adding jobs, increasing wages, revenue generation, and capital investment.
  3. Upon application to the City Manager, the City Manager may rebate an amount not to exceed 75 percent of ~~the sales and~~ use tax actually paid on the construction permit to the City of Lakewood by the applicant in the construction or renovation of one or more buildings within the city if such rebate, based on findings by the City Manager, will further the economic development goals of the city as set forth in Section 3.26.010 of the Lakewood Municipal Code. Said findings shall be made in writing.
  24. Upon application to the City Manager, the City Manager may rebate an amount not to exceed 30 percent of the sales and use tax on tangible personal property and taxable service actually paid to the city by the applicant for a period not to exceed six years if such rebate, based on findings by the City Manager, will further the economic goals of the city as set forth in Section 3.26.010 of the Lakewood Municipal Code. Said findings shall be made in writing.
  5. Upon application to the City Manager, the City Manager may forgo permit and plan review fees due to the City on the construction permit to the City of Lakewood by the applicant in the construction or renovation of one or more buildings within the city

(Ord. O-2020-32 § 2, 2020; Ord. O-98-33 § 2, 1998; Ord. O-89-58 § 5, 1989; Ord. O-85-54 § 1 (part), 1985).

### **3.26.060 Criteria.**

In addition to criteria established elsewhere in this chapter, all requests for assistance from the fund shall be evaluated according to criteria related to the city's economic development goals as promulgated by the City Manager or designee.

(Ord. O-89-58 § 6, 1989; Ord. O-85-54 § 1 (part), 1985).

# STAFF MEMO

**DATE OF MEETING: APRIL 27, 2026 / AGENDA ITEM NO. 9B**

To: Mayor and City Council  
From: Maria D'Andrea, Director of Public Works  
Subject: **Colorado Wildfire Resiliency Code**

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**SUMMARY STATEMENT:** This staff report recommends modifications to the City's municipal code to establish new wildfire resiliency standards in compliance with Colorado Senate Bill 23-166. SB23-166 created the Wildfire Resiliency Code Board to develop model codes to reduce wildfire risk through structure hardening and defensible space requirements for certain areas defined as the Wildland-Urban Interface (WUI). While the State Board has developed a model code for municipalities' use, Jefferson County has developed its own, more restrictive policy. Upon review and analysis, staff is recommending that the City model their new regulations on the Jefferson County policy to ensure alignment between jurisdictions, simplify hazard identification, and provide a uniform basis for applying mitigation measures across shared, wildfire risk areas.

The proposed code modifications meet or exceed the statewide minimum standards. Adoption of this ordinance ensures alignment with state law, enhances community safety, and promotes resilience against wildfire threats.

**BACKGROUND INFORMATION:** The City of Lakewood, the West Metro Fire Protection District (WMFPD), and Jefferson County maintain a closely coordinated relationship to address hazard mitigation and fire protection. WMFPD serves as the primary fire and rescue provider for Lakewood and surrounding areas including Jefferson County, offering specialized wildfire response, prescribed burns, and community education programs. The City of Lakewood manages thousands of acres of open space and partners with WMFPD to implement fuel-reduction strategies and wildfire prevention measures. Jefferson County supports these efforts through its countywide Hazard Mitigation Plan and Community Wildfire Protection Plan, which provide a framework for risk assessment, evacuation planning, and funding eligibility. This collaboration is essential because wildfire risk spans jurisdictional boundaries, requiring shared resources, unified planning, and consistent public outreach. Without strong interagency cooperation, efforts to reduce fuel loads, coordinate emergency response, and secure federal mitigation funding would be fragmented and less effective. Together, these agencies form an integrated network that protects lives, property, and natural resources through proactive planning and joint operations.

The Colorado Wildfire Resiliency Code Board (State Board) was established by Senate Bill 23-166. The State Board was tasked with adopting a model code to allow the state to adopt and enforce best practices for wildfire resiliency throughout the state. The State Board adopted the [2025 Colorado Wildfire Resiliency Code \(CWRC\)](#) on July 1, 2025. Definitions of key terminology are included as an attachment to this memo.

The City currently does not meet the CWRC requirements. To comply with the CWRC, the City of Lakewood is required to adopt Wildfire Resiliency regulations by April 1, 2026, and begin enforcement of the regulations by July 1, 2026.

The proposed Wildfire Resiliency code applies to new buildings, major additions, and significant exterior renovations within areas of Lakewood, as shown on the attached map. The map identifies three separate zones, the Class 1 Interface Interior (shown in dark blue), the Class 1 Interface Perimeter (shown in light blue), and the Class 2 Intermix Area (shown in red) and are defined as follows:

- Wildland-Urban Interface Interior. That geographical area which is farther away from wildland vegetation than the Interface Perimeter, where homes are primarily exposed to radiant heat and embers from adjacent homes as well as embers from burning vegetation. These areas have the potential for urban conflagrations.
- Wildland-Urban Interface Perimeter. That geographical area, which is adjacent to wildland vegetation, where homes can be exposed to embers and radiant and convective heat from burning vegetation and adjacent homes. These areas have the potential for wildland fires to transition into urban conflagrations.
- Wildland-Urban Intermix. That geographical area where the built environment intermingles with wildland vegetation and where homes are primarily exposed to embers and radiant and convective heat from burning vegetation.

Urban Conflagrations are defined as a "large, destructive fire that spreads beyond natural or artificial barriers; it can be expected to result in large monetary loss and may or may not include fatalities.

Property owners who wish to build a new structure, add more than 500 square feet to an existing structure, replace large portions of their roof or exterior walls, or move a building into a wildfire hazard area, will be subject to these new requirements. The new requirements also cover certain accessory structures located near homes. The goal is to make structures and properties more resistant to wildfire by using fire-resistant materials and creating defensible space around structures. Existing structures can remain as they are unless they pose a serious safety hazard, but some retroactive provisions may apply in high-risk situations.

The Building Code Official and building inspection staff will interpret and enforce structure hardening requirements associated with these new requirements, conduct reviews of proposed map amendments, and evaluate defensible space compliance. Contractors and builders will need to identify fire-resistant materials and understand compliance triggers such as major roof or wall replacements and large additions.

For homeowners and builders, compliance may involve additional material or construction costs for items such as fire-resistant siding, ember-resistant vents and decking, and creating defensible space through vegetation management. These investments are essential to ensure improved wildfire resilience across the community but will likely incur higher costs to the property owner.

The draft regulations were brought to the Board of Appeals (BOA) for review and approval on March 10, 2026. The BOA recommended modifying the proposed regulations to follow the state-recommended language related to perimeter fencing and deck materials. The BOA felt that replacing decks or fences would be the most common occurrence affecting Lakewood property owners and, therefore, recommended implementing less restrictive state standards in order to provide greater material options for property owners. Upon review, it was determined that the state standards are not less restrictive than those required in the draft City regulations. Therefore, staff is not recommending the proposed BOA changes be implemented. A memo comparing the minimum state fence and deck materials requirements with the material requirements contained in the proposed code was provided

to the BOA for their information after the March 10 meeting.

Support letters (copies attached) have been provided from the WMFPD and the City's Emergency Manager.

**BUDGETARY IMPACTS:** Passing this ordinance will not require specialized training to effectively administrate and enforce the new requirements. No additional or new fees will be required when seeking a building permit for work under these new requirements.

The new code language includes an option for property owners to have their property removed from the WUI, based on submitted analysis by a qualified professional. This analysis would need to be reviewed and approved by staff. Therefore, staff is recommending a new fee for these types of reviews. This fee will be presented to Council in a separate resolution.

**STAFF RECOMMENDATIONS:** Staff recommends the City Council adopt the attached ordinance.

**ALTERNATIVES:** City Council could choose not to adopt the proposed Wildfire Resiliency Code, which would result in noncompliance with state law.

**PUBLIC OUTREACH:** The proposed wildfire regulations were promoted for public input on the Lakewood Together platform. 807 total visits were noted on this site. In response to the Quick Poll question, "How do you believe implementing a Wildfire Resiliency Code in Lakewood will affect community safety?" 61.4% of respondents felt that it would Greatly or Moderately improve safety.

City staff also participated in a county-sponsored Community Wildfire Protection Plan meeting held on February 24, 2026, at WMFPD headquarters.

**NEXT STEPS:** If adopted by the City Council, staff will take the necessary steps to implement the code.

**ATTACHMENTS:**

1. Ordinance O-2026-14
2. BOA Resolution No. 2026-1
3. Key Terminology Definitions
4. WMFPD Support Letter
5. OEM Support Letter
6. Public Comment Summary
7. Ordinance O-2026-14

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

AN ORDINANCE

ADOPTING TITLE 14, CHAPTER 31, OF THE LAKEWOOD MUNICIPAL CODE  
ESTABLISHING THE CITY OF LAKEWOOD WILDFIRE RESILIENCY CODE AND  
CORRESPONDING WILDLAND-URBAN INTERFACE BOUNDARY MAP

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

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

WHEREAS, through Colorado Senate Bill 2023-166, the Colorado State Legislature created the Wildfire Resiliency Code Board (the “Board”), and tasked the Board with creating a model wildfire resiliency code based on best practice approaches to hardening structures and reducing fire risk in the defensible space surrounding structures in the wildland-urban interface, and in response, the Board created the 2025 Colorado Wildfire Resiliency Code (the “State Code”);

WHEREAS, Colorado Senate Bill 2023-166 also tasked the Board with identifying the areas of Colorado that are within the wildland-urban interface, and in response, the Board created the Colorado Wildfire Resiliency Code Map (the “State Map”);

WHEREAS, Colorado Senate Bill 2023-166 further requires jurisdictions within the State Map’s designated wildland-urban interface that have a governing body with the authority to adopt building or fire codes, to adopt a code that meets or exceeds the minimum standards set forth in the State Code;

WHEREAS, the City has the authority to adopt both building and fire codes, and therefore Colorado Senate Bill 2023-166 in conjunction with Colorado Senate Bill 2025-142, requires the City to adopt either a code in conformance with the State Code, or a code exceeding the minimum standards in the State Code, and to enforce said City-adopted code no later than July 1, 2026;

WHEREAS, City staff determined that local wildfire conditions and a goal for uniformity within Jefferson County necessitate that the City adopt a wildfire resiliency code that exceeds the minimum standards in the State Code along with a corresponding Wildland-Urban Interface Boundary Map that includes more City properties within the wildland-urban interface than the State Map;

WHEREAS, City staff therefore modeled the City of Lakewood Wildfire Resiliency Code (the “City Code”) on the Jefferson County Wildfire Resiliency Code and modeled the City of Lakewood Wildland-Urban Interface Boundary Map (the “City Map”) on the Jefferson County Wildland Urban Interface Overlay Map;

WHEREAS, the Board of Appeals was established by Lakewood Municipal Code section 12.12.010 and is charged with reviewing proposed additions, changes, or amendments to the City’s building codes and to make recommendations to the City Council with respect to the adoption thereof;

WHEREAS, the Board of Appeals has reviewed, considered, and recommended for adoption, the City Code and the corresponding City Map, subject to a recommended amendment to the City Code relating to the required building material standards for decks and fences that are constructed within areas impacted by the City Code;

WHEREAS, the City Council desires to adopt the City Code and the corresponding City Map;

WHEREAS, approval of this Ordinance on first reading is intended only to confirm that the City Council desires to comply with the City 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 recitals set forth above are incorporated as if set forth therein.

SECTION 2. Chapter 14.31 of the Lakewood Municipal Code relating to the City of Lakewood Wildfire Resiliency Code and the corresponding Wildland-Urban Interface Boundary Map, attached hereto as Exhibit A and Exhibit B, respectively, and made part hereof, are hereby adopted.

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

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

O-2026-14

I hereby attest and certify that the within and foregoing ordinance was introduced and read on first reading at a regular meeting of the Lakewood City Council on the 13th day of April, 2026; published by title in the Denver Post and in full on the City of Lakewood's website at [www.lakewoodco.gov](http://www.lakewoodco.gov), on the 16th day of April, 2026; set for public hearing to be held on the 27th day of , 2026; read, finally passed and adopted by the City Council on the 27th day of April, 2026; and signed by the Mayor on the \_\_\_ day of April, 2026.

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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

### Chapter 14.31 – The City of Lakewood Wildfire Resiliency Code

#### 14.31.010 - Definitions-General

- A. *Scope.* For the purposes of this Code, defined terms shall have the meanings ascribed thereto under Section 14.30.020.
- B. *Interchangeability.* Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; and the singular number includes the plural and the plural the singular.
- C. *Terms and definitions in other codes.* Where terms are not defined in this Code and are defined in other codes and regulations, such terms shall have the meaning ascribed to them as in those codes and regulations.
- D. *Terms not defined.* Where terms are not defined through the methods authorized by this Section, such terms shall have their ordinarily accepted meanings such as the context implies.
- E. *Defined terms in this Code.* Where terms defined by this Code are used within this Code, the term is capitalized.

#### 14.31.020 - Definitions.

- A. *Accessory Structure.* A Building that is subordinate in purpose, area, and extent to the principal Building; contributes to the reasonable and necessary comfort, convenience, and needs of the occupants, business, or industry of the principal Building; and is located on the same lot as the principal Building. This includes detached garages, workshop, sheds, barns, coops, greenhouses, and detached living space.
- B. *Approved.* Acceptable to the Building Official.
- C. *Barn.* A building used exclusively for the housing and care of horses or other permitted livestock, and for the storage of feed, hay, other farm crops, and farm or equine equipment. Barns may not be used for a garage or as a storage shed for items not associated with livestock or farm crops.
- D. *Building.* Any Structure having a roof supported by columns or walls and used or intended for supporting or sheltering any occupancy.
- E. *Building Official.* The official designated to interpret, administer, and enforce this Code, as described in Section 2.08.120 of the Lakewood Municipal Code. The Building Official is authorized to designate or appoint an authorized representative, as needed, to assist with the interpretation and/or enforcement of this Code.
- F. *Class A Tests.* Tests applicable to Roof Coverings that are expected to be effective against severe fire exposure, before a high degree of fire protection to the Roof Deck, do not slip from position, and are not expected to present a flying brand hazard.
- G. *Defensible Space.* An area either natural or man-made, where material capable of allowing a fire to spread unchecked has been treated, cleared or modified to slow the rate

and intensity of an advancing wildfire and to create an area for fire suppression operations to occur.

- H. *Embellishments*. Elements incorporated in design and construction for ornamental or decorative purposes that are not integral to the Structure or structural support.
- I. *Fire Intensity Classification*. The level of fire intensity identified for areas where significant fuel hazards and associated dangerous fire behavior may exist, based upon vegetative fuels, topography, weather conditions, and flame length value.
- J. *Fire-Resistance-Rated Construction*. The use of materials and systems in the design and construction of a Building or Structure to safeguard against the spread of fire within a Building or Structure and the spread of fire to or from Buildings or Structures to the Wildland-Urban Interface area.
- K. *Fire-Retardant-Treated Wood*. Fire-Retardant-Treated Wood is any wood product with a minimum 1-inch nominal or  $\frac{3}{4}$  inch actual thickness, that, when impregnated with chemicals by a pressure process or other means during manufacture, shall have, when tested in accordance with ASTM E84 or UL 723, a listed Flame Spread Index of 25 or less. The ASTM E84 or UL 723 test shall be continued for an additional 20 minutes and the flame front shall not progress more than 10.5 feet beyond the center line of the burners at any time during the test.
- L. *Flame Spread Index*. A comparative measure, expressed as the dimensionless number, derived from visual measurements of the spread of flame versus time for a material tested in accordance with ASTM 84.
- M. *Fuel Modification*. A method of modifying fuel load by reducing the amount of non fire resistive vegetation or altering the type of vegetation to reduce the fuel load.
- N. *Habitable Space*. A space in a Building for living, sleeping, eating or cooking. Bathrooms, closets, halls, storage space and other similar areas are not considered "habitable space."
- O. *Historic Structure*. Any *building or structure* that has one or more of the following:
  - 1. Listed, or certified as eligible for listing, by the state historic preservation office or Keeper of the National Register of Historic Places, in the National Register of Historic Places;
  - 2. Designated as historic under applicable state law;
  - 3. Designated as historic by the City of Lakewood; or
  - 4. Certified as contributing resource within the National Register, state designated or City of Lakewood designated historic district.
- P. *Home Ignition Zone (HIZ)*. The home and the area around the home which takes into account both the potential of the Structure to ignite and the quality of Defensible Space surrounding it.
- Q. *Ignition-Resistant Building Material*. A type of Building material that resists ignition or sustained flaming combustion sufficiently so as to reduce losses from wildfire exposure of burning embers and small flames. If product literature from manufacturers or testing shows that manufacturer's materials or products melt, drip or delaminate, those materials or products which melt, drip, or delaminate, to the extent that the flame front

is interrupted, are not permitted. Ignition-Resistant Building Materials shall comply with any of the following:

1. Material shall be tested on all sides with the extended ASTM E84 (UL 723) test or ASTM E2768, except panel products shall be permitted to test only the front and back faces. Panel products shall be tested with a ripped or cut longitudinal gap of 1/8 inch. Materials that, when tested in accordance with the test procedures set forth in ASTM E84 or UL 723 for a test period of 30 minutes, or with ASTM E2768, comply with the following:
  - a. Flame spread. Material shall exhibit a Flame Spread Index not exceeding 25 and shall not show evidence of progressive combustion following the extended 30-minute test.
  - b. Flame front. Material shall exhibit a flame front that does not progress more than 10.5 feet beyond the centerline of the burner at any time during the extended 30-minute test.
  - c. Weathering. Ignition-Resistant Building Materials shall maintain their performance in accordance with this Section under conditions of use. Materials shall meet the performance requirements for weathering (including exposure to temperature, moisture and ultraviolet radiation) contained in the following standards, as applicable to the materials and the conditions or use:
    - i. Method A "Test method for Accelerated Weathering of FireRetardant-Treated Wood for Fire Testing" in ASTM D2898, for Fire-Retardant Treated Wood, wood-plastic composite and plastic lumber materials.
    - ii. ASTM D7032 for wood-plastic composite materials.
    - iii. ASTM D6662 for plastic lumber materials.
  - d. Identification. Materials shall bear identification showing the fire test results.

*Exception:* Materials composed of a combustible core and a Noncombustible exterior covering made from either aluminum at a minimum 0.019 inch (0.48 mm) thickness or corrosion-resistant steel at a minimum 0.0149 inch (0.38 mm) thickness shall not be required to be tested with a ripped or cut longitudinal gap.
- R. *Lakewood Building Code.* The various adopted codes described as the Building Codes of the City of Lakewood under Section 14.01.010 of the Lakewood Municipal Code.
- S. *Log Wall Construction.* A type of construction in which exterior walls are constructed of solid wood members and where the smallest horizontal dimension of each solid wood member is not less than 6 inches. Log Wall Construction shall follow requirements of ICC 400.
- T. *Mass Timber Construction.* As described in section 602.4 of the 2021 International Building Code. Also known as Type IV construction.

- U. *Multilayered Glazed Panels*. Window or door assemblies that consists of two or more independently glazed panels installed parallel to each other, having a sealed air gap in between, within a frame designed to fill completely the window or door opening in which the assembly is intended to be installed.
- V. *Noncombustible*. As applied to Building construction material means and material that, in the form in which it is used, is one of the following:
  - 1. Material of which no part will ignite and burn when subjected to fire;
  - 2. Any material conforming to ASTM E136 shall be considered Noncombustible within the meaning of this Section; or
  - 3. For the purposes of this Code, fire-rated gypsum board tested in accordance with ASTM C1396 with no less than a 1-hour fire-resistance-rating with fire exposure from the outside only is considered a Noncombustible material.
- W. *Occupiable Space*. A room or enclosed space designed for human occupancy in which individuals congregate for amusement, education or similar purposes or in which occupants are engaged at labor.
- X. *Roof Assembly*. A system designed to provide weather protection and resistance to design loads. The system consists of a Roof Covering and Roof Deck or a single component serving as both the Roof Covering and Roof Deck. A Roof Assembly can include an underlayment, thermal barrier, ignition barrier, insulation or vapor retarder.
- Y. *Roof Covering*. The covering applied to the Roof Deck for weather resistance, fire classification or appearance.
- Z. *Roof Deck*. The flat or sloped surface not including its supporting members or vertical supports.
- AA. *Slope*. The variation of terrain from the horizontal; the number of feet rise or fall per 100 feet measured horizontally, expressed as a percentage.
- BB. *Structure*. Anything which is constructed or erected, and the use of which requires more or less permanent location on the ground or attachment to something having permanent location on the ground; an edifice or building of any kind. For the purposes of this Code, fences are not considered a structure.
- CC. *Structure Ignition Zone (SIZ)*. The Structure Ignition Zone is the Structure and the area around the Structure (or home). The SIZ takes into account both the potential of the Structure to ignite and the quality of Defensible Space surrounding it.
- DD. *Tree Crown*. The primary and secondary branches growing out from the main stem, together with twigs and foliage.
- EE. *Wildfire Mitigation Specialist*. An individual who meets the following minimum training and experience requirements:
  - 1. A person with the following qualifications is eligible to be a Wildfire Mitigation Specialist as approved by the Director of the Public Works Department or designee:

- a. Bachelor’s degree in forestry or a closely related field and two years wildland/urban interface firefighting experience; or
- b. Successful completion of the following National Wildfire Coordinating Group Classes listed below and five years of wildland/urban interface firefighting experience:
  - I. S-130 Basic Wildland Firefighting.
  - II. S-190 Basic Fire Behavior.
  - III. S-215 Fire Operations in the Wildland/Urban Interface.
  - IV. S-290 Intermediate Wildland Fire Behavior.
  - V. Introduction to Wildfire Behavior Calculations.
  - VI. National Fire Protection Association (NFPA) workshop “assessing wildfire hazards in home ignition zone” (or equivalent).

FF. *Wildland-Urban Interface Interior.* That geographical area farther away from wildland vegetation than the Interface Perimeter where homes are primarily exposed to radiant heat and embers from adjacent homes as well as embers from burning vegetation. These areas have the potential for urban conflagrations.

GG. *Wildland-Urban Interface Perimeter.* That geographical area adjacent to wildland vegetation where homes can be exposed to embers and radiant and convective heat from burning vegetation and adjacent homes. These areas have the potential for wildland fires to transition into urban conflagrations.

HH. *Wildland-Urban Intermix.* That geographical area where the built environment intermingles with wildland vegetation and where homes are primarily exposed to embers and radiant and convective heat from burning vegetation.

**14.31.030 - Scope and General Requirements.**

- A. This Code shall be considered part of the Lakewood Building Code, shall be cited as the “City of Lakewood Wildfire Resiliency Code” and shall be referred to herein as “this Code.”
- B. *Scope.* The provisions of this Code shall apply to the construction, exterior alteration, movement, exterior repair, and replacement of any Building or Structure within the Wildland-Urban Interface Areas in the City of Lakewood. Existing nonhabitable and non-Occupiable Buildings or Structures, which undergo a change of occupancy to include Habitable or Occupiable Space, shall comply with the provisions of this Code for new Buildings or Structures. Although not considered a Structure, new fences and retaining walls are required to follow the provisions of Sections 14.31.170 through 14.31.190 of this Code.

1. Buildings, Structures, or conditions in existence at the time of the adoption of this Code are allowed to have their use or occupancy continued, if such condition, use or occupancy was legal at the time of the adoption of this Code, provided that such continued use does not constitute a distinct danger to life or property.
  2. When portions of existing non-habitable and non-occupiable Buildings or Structures undergo a change of occupancy which includes a residential occupancy classification or single- or multi-family dwellings, per the Lakewood Building Code, the Building or Structure shall comply with the provisions of this Code for new Buildings or Structures.
  3. Buildings or Structures moved into or within the City of Lakewood shall comply with the provisions of this Code for new Buildings or Structures.
- C. *Date Effective.* This Code shall become effective on July 1, 2026, and shall apply to all Permits applied for on or after July 1, 2026. Applications for Permits made prior to July 1, 2026, shall be governed by the terms of the codes and regulations in effect at the time of application.
- D. *Purpose.* The purpose of this Code is to establish minimum regulations for the safeguarding of life and for property protection. Regulations in this Code are intended to mitigate the risk to life and Structures from intrusion of fire from wildland fire exposures and fire exposures from adjacent Structures, and to mitigate Structure fires from spreading to wildland fuels. The extent of this regulation is intended to be tiered commensurate with the relative level of hazard present.
1. The unrestricted use of property in Wildland-Urban Interface areas is a potential threat to life and property from fire and resulting erosion. Safeguards to prevent the occurrence of fires and to provide adequate fire protection facilities to control the spread of fire in Wildland-Urban Interface areas shall be in accordance with this Code.
  2. The standards in this Code are incorporated into and are a part of the Lakewood Building Code and augment the International Fire Code as adopted under Chapter 14.24 of the Lakewood Municipal Code, to mitigate the fire- and lifesafety hazards of the Wildland-Urban Interface Areas.
- E. *Retroactivity.* The provisions of this Code shall apply to conditions arising after the adoption thereof, conditions not legally in existence at the adoption of this Code and conditions that, in the opinion of the Building Official, constitute a distinct hazard to life or property.
1. Provisions of this Code that specifically apply to existing conditions are retroactive.
- F. *Additions or alterations.* Additions or alterations shall be permitted to be made to any Building or Structure without requiring the existing Building or Structure to comply with all of the requirements of this Code, provided that, when the work increases the size of the existing structure by 500 square feet or greater, the addition or alteration conforms to that required for a new Building or Structure.
1. *Exception:* Provisions of this Code that specifically apply to existing conditions are retroactive.

2. Additions or alterations shall not be made to an existing Building or Structure that will cause the existing Building or Structure to be in violation of any of the provisions of this Code nor shall such additions or alterations cause the existing Building or Structure to become unsafe. An unsafe condition shall be deemed to have been created if an addition or alteration will cause the existing Building or Structure to become structurally unsafe or overloaded; will not provide adequate access in compliance with the provisions of this Code or will obstruct existing exits or access; will create a fire hazard; will reduce required fire resistance or will otherwise create conditions dangerous to human life.
- G. *Maintenance.* Buildings, Structures, landscape materials, vegetation, Defensible Space or other devices or safeguards required by this Code shall be maintained in conformance to the code edition under which installed. The owner or the owner's authorized agent shall be responsible for the maintenance of Buildings, Structures, landscape materials and vegetation.

**14.31.040 - Applicability.**

- A. *General.* Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern. Where, in any specific case, different sections of this Code, or any other adopted City code or regulation, specify different materials, methods of construction or other requirements, the most restrictive requirement shall govern.
- B. *Other laws.* The provisions of this Code shall not be deemed to nullify any provisions of local, state, or federal law.
- C. *Application of references.* References to section numbers, or to provisions not specifically identified by number, shall be construed to refer to such section or provision of this Code.
- D. *Referenced codes and standards.* Certain additional codes and standards are referenced in this Code and are listed throughout. Such codes and standards shall be considered as part of the requirements of this Code to the prescribed extent of each such reference and as further regulated by the following:
  1. *Conflicts.* Where conflicts occur between provisions of this Code and the referenced codes and standards, the most restrictive shall apply.
  2. *Provisions in referenced codes and standards.* Where a referenced code or standard includes subject matter that is within the scope of this Code, the provisions of this Code, as applicable, shall take precedence over the provisions in the referenced standard.
- E. *Subjects not regulated by this Code.* Where applicable standards or requirements are not set forth in this Code, or are contained within other laws, codes, regulations, ordinances or policies adopted by the City of Lakewood, compliance with applicable standards of other nationally recognized safety standards, as Approved, shall be deemed as prima facie evidence of compliance with the intent of this Code. Nothing herein shall derogate from the authority of the Building Official to determine compliance with codes or standards for those activities or installations within the Building Official's jurisdiction or responsibility.

- F. *Matters not provided for.* Requirements that are essential for the public safety of an existing or proposed activity, Building or Structure, or for the safety of the occupants thereof, which are not specifically provided for by this Code, shall be determined by the Building Official consistent with the necessity to establish the minimum requirements to safeguard the public health, safety and general welfare.
- G. *Severability.* If any part, section, clause, provision or portion of this Code is held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions or applications of this Code.
- H. *Exemptions: Work exempt from the requirements of this Code.* Exemptions from code requirements shall not be deemed to grant authorization for any work that violates the provisions of this Code or any other laws, ordinances, regulations or rules of the City of Lakewood. This Code does not apply to:
1. Alterations that only affect the interior of existing Structures.
  2. The reconstruction, replacement, alteration, or repair of the exterior walls of an existing Building, when less than 25 percent of the surface area of all exterior walls is affected.
  3. The reconstruction, replacement, alteration, or repair of the existing exterior Roof Covering of an existing Building when less than 25 percent of the surface area of the exterior Roof Covering or an attachment thereto is affected.
  4. Alterations or repairs to the exterior of an existing Structure, or an attachment to it, when less than 25 percent of the exterior of the Structure is affected by the alteration or repair.
  5. Painting, staining, and similar maintenance or restorative work.
  6. Materials and methods of construction, when required to maintain a Building's or Structure's continued designation as a Historic Structure, are exempt from the requirements of this Code.
  7. One story detached accessory, non-habitable Structures, such as tool and storage sheds, playhouses and similar uses, provided that the Structure does not exceed 120 square feet and the structure is located greater than or equal to 10 feet from the nearest adjacent occupiable Structure. When a distance measurement is required between Buildings or Structures, the distance shall be measured in a straight line from the outermost point of one Building or Structure to the outermost point of the other Building or Structure.
  8. Barns used exclusively to house livestock, store livestock feed, store farm products, protect equipment, or manage agricultural waste, located more than 50 feet from a Structure containing Occupiable or Habitable Space. When a distance measurement is required between a barn and another Building or Structure, the distance shall be measured in a straight line from the outermost point of the barn to the outermost point of the other Building or Structure.
  9. Fences located more than 8 feet from the nearest point of a Structure.

#### **14.31.050 - Code Implementation, Administration, and Enforcement.**

- A. *Powers and Duties of the Building Official.* The Building Official shall have all necessary power and authority for the implementation, administration, and enforcement of this Code in the manner set forth herein.
1. For the purposes of this Code, the Building Official shall have the authority to appoint or designate deputy Building Officials, other related technical officers, inspectors and other employees to carry out the administration of this Code. Such employees shall have powers as delegated by the Building Official.
- B. *Determination of compliance.* The Building Official shall have the authority to determine compliance with this Code, to render interpretations of this Code and to adopt rules and regulations in order to clarify the application of its provisions. Such interpretations, rules and regulations:
1. Shall be in compliance with the intent and purpose of this Code.
  2. Shall not have the effect of waiving requirements specifically provided for in this Code.
- C. *Technical assistance.* To determine compliance with this code, the Building Official is authorized to require the owner, the owner's authorized agent or the person in possession or control of the Building or premises to provide a technical opinion and report.
1. *Costs.* A technical opinion and report shall be provided without charge to the City of Lakewood.
  2. *Preparer qualifications.* The technical opinion and report shall be prepared by a qualified engineer, specialist, laboratory or fire safety specialty organization acceptable to the Building Official. The Building Official is authorized to require design submittals to be prepared by, and bear the stamp of, a registered design professional.
  3. *Content.* The technical opinion and report shall analyze the properties of the design, operation or use of the Building or premises, the facilities and appurtenances situated thereon, and fuel management to identify and propose necessary recommendations.
  4. *Tests.* Where there is insufficient evidence of compliance with the provisions of this Code, the Building Official shall have the authority to require tests as evidence of compliance. Test methods shall be as specified in this Code or by other recognized test standards. In the absence of recognized test standards, the Building Official shall approve the testing procedures. Such tests shall be performed by a party acceptable to the Building Official.
- D. *Alternative materials, design and methods.* The provisions of this Code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this Code, provided that any such alternative is not specifically prohibited by this Code and has been Approved.

1. *Approval authority.* An alternative material, design or method shall be Approved where the Building Official finds that the proposed alternative is satisfactory and complies with the following, as applicable:
  - a. *Application and disposition.* A request to use an alternative material, design or method of construction shall be submitted in writing to the Building Official for approval. Where the alternative material, design or method of construction is not Approved, the Building Official shall respond in writing, stating the reasons the alternative was not Approved.
  - b. *Compliance with code intent.* An alternative material, design or method of construction shall comply with the intent of the provisions of this Code.
  - c. *Equivalency criteria.* An alternative material, design or method of construction shall, for the purpose intended, be not less than the equivalent of that prescribed in this Code with respect to all of the following, as applicable:
    - I. Quality.
    - II. Strength.
    - III. Effectiveness.
    - IV. Durability.
    - V. Safety, other than fire safety.
    - VI. Fire Safety.
  - d. *Tests.* Tests conducted to demonstrate equivalency in support of an alternative material, design or method of construction application shall be of a scale that is sufficient to predict performance of the end use configuration. Tests shall be performed by a party acceptable to the Building Official.
    - I. *Fire tests.* Tests conducted to demonstrate equivalent fire safety in support of an alternative material, design or method of construction application shall be of a scale that is sufficient to predict fire safety performance of the end use configuration. Tests shall be performed by a party acceptable to the Building Official.
  - e. *Reports.* Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this Code, shall comply with the following:
    - I. *Evaluation reports.* Evaluation reports shall be issued by an Approved agency and use of the evaluation report shall require approval by the Building Official for the installation. The alternate material, design or method of construction and product evaluated shall be within the scope of the Building Official's recognition of the Approved agency. Criteria used for the evaluation shall be identified within the report and, where required, provided to the Building Official.

II. *Other reports.* Reports not complying with Section 14.31.050(D)(1)(e)(I) shall describe criteria, including but not limited to any referenced testing or analysis, used to determine compliance with Code intent and justify Code equivalence. The report shall be prepared by a qualified engineer, specialist, laboratory or fire safety specialty organization acceptable to the Building Official. The Building Official is authorized to require design submittals to be prepared by, and bear the stamp of, a registered design professional.

f. *Peer review.* The Building Official is authorized to require submittal of a peer review report in conjunction with a request to use an alternative material, design or method of construction, prepared by a peer reviewer that is Approved by the Building Official.

E. *Modifications.* Where there are practical difficulties involved in carrying out the provisions of this Code, the Building Official shall have the authority to grant modifications for individual cases, provided that the Building Official shall first find that one or more special individual reasons make the strict letter of this Code impractical, that the modification is in conformance with the intent and purpose of this Code, and that such modification does not lessen health, life and fire safety requirements. The details of the written request and action granting modifications shall be recorded and entered into the files of the City of Lakewood.

F. *Applications and permits.* The Building Official is authorized to receive applications, review construction documents and issue permits for construction regulated by this Code, and inspect the premises for which such permits have been issued and enforce compliance with the provisions of this Code.

G. *Right of entry.* Where it is necessary to make an inspection to enforce the provisions of this Code, or where the Building Official has reasonable cause to believe that there exists in a Structure or on any premises, a condition that is contrary to or in violation of this Code that makes the Structure or premises unsafe, dangerous or hazardous, the Building Official is authorized to enter the Structure or premises at all reasonable times to inspect or to perform the duties imposed by this Code. If such Structure or premises is occupied, the Building Official shall present proper credentials to the occupant and request entry. If such Structure or premises is unoccupied, the Building Official shall first make a reasonable effort to locate the owner, the owner's authorized agent or other person having charge or control of the Structure or premises and request entry. If such entry is refused, then the Building Official shall have recourse to every remedy provided by law to secure entry.

1. *Warrant.* Where the Building Official has first obtained a proper inspection warrant or other remedy provided by law to secure entry, an owner, the owner's authorized agent, occupant or person having charge, care or control of the Structure or premises shall not fail or neglect, after a proper request is made as herein provided, to permit entry therein by the Building Official for the purposes of inspection and examination pursuant to this Code.

- H. *Identification.* The Building Official shall carry proper identification when inspecting Structures or premises in the performance of duties under this Code.
- I. *Notices and orders.* The Building Official shall issue all necessary notices or orders to ensure compliance with this Code. Notices of violations shall be in accordance with the violation procedures related to the adopted Lakewood Building Code.
- J. *Official records.* Official records shall be maintained in accordance with the Colorado Open Records Act and City of Lakewood record retention policies.
- K. *Approved materials and equipment.* Materials, equipment and devices Approved by the Building Official shall be constructed and installed in accordance with such approval.
  - 1. *Materials and equipment reuse.* Materials, equipment and devices shall not be reused unless such elements are in good working order and Approved.

**14.31.060 - Permits.**

- A. *General.* Within the Wildland-Urban Interface Class 1 and Class 2 Areas, Structure hardening and site and area regulations will be regulated as part of and through the permit process specified in the adopted Lakewood Building Code, and any rules and regulations adopted thereunder.
  - 1. The Building Official is authorized to stipulate conditions for permits. Permits shall not be issued where public safety would be at risk, as determined by the Building Official.
- B. *Permit application.* In obtaining permits, every such application shall:
  - 1. Identify the Wildland-Urban Interface Class;
  - 2. Identify and describe the work, activity, operation, practice or function to be covered by the permit for which application is made;
  - 3. Describe the land on which the proposed work is to be done by legal description, street address or similar description that will readily identify and definitely locate the proposed Building, Structure, work, activity, operation, practice or function;
  - 4. Indicate the use or occupancy for which the proposed work is intended;
  - 5. Be accompanied by plans, diagrams, computation and specifications and other data as required to determine compliance with this Code; and
  - 6. Give such other data and information as required by the Building Official.
- C. *Preliminary inspection.* Before a permit is issued, the Building Official is authorized to inspect and approve the systems, equipment, Buildings, Structures, devices, premises and spaces or areas to be used.
- D. *Refusal to issue a permit.* Where the application or construction documents do not conform to the requirements of pertinent laws, the Building Official shall reject such application in writing, stating the reasons therefor.
- E. *Validity of permit.* The issuance or granting of a permit or approval of plans, specifications and computations shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this Code or of any other ordinance, provision, rule, regulation, or other authority of the City of Lakewood. Permits presuming to give

authority to violate the provisions of this Code or other authority of the City of Lakewood shall not be valid.

- F. *Revocation of permits.* The Building Official is allowed to, in writing, suspend or revoke a permit issued under the provisions of this Code whenever the permit is issued in error or on the basis of incorrect information supplied, or in violation of the provisions of this Code or other authority of the City of Lakewood.

**14.31.070 - Fees.**

*Payment of fees.* The City Council shall by resolution establish or modify fees as necessary for any appeal, process, procedure, or other action relating to this Code. Upon application to the City Manager, the City Manager may waive or reduce said fees if such action will further the economic goals of the City of Lakewood as set forth in Section 3.26.010 of the Lakewood Municipal Code. Said finding shall be in writing.

**14.31.080 - Inspections.**

*General.* Inspections shall generally be conducted as specified in the adopted Lakewood Building Code and any regulations adopted thereunder.

**14.31.090 - Enforcement.**

*General.* Enforcement of this Code shall be in accordance with the adopted Lakewood Building Code and any regulations adopted thereunder.

**14.31.100 - Appeals.**

*General.* The Board of Appeals has authority to hear and decide appeals or orders, requirements or decisions of the Building Official relating to the application and interpretation of this Code or arising out of the permitting process. Such appeals shall be made in conformance with Chapter 14.12 of the Lakewood Municipal Code.

**14.31.110 – Wildfire Hazard Identification-General.**

- A. *Scope.* The provisions of this Section, Section 14.31.120, and Section 14.13.130 establish the applicable map and classifications for this Code.
- B. *Declaration.* The City of Lakewood Wildland-Urban Interface map identifying the areas subject to the provisions of this Code has been adopted as the Wildland-Urban Interface Overlay District in conjunction with this Code.

**14.31.120 – Mapping and Applicability.**

- A. *Applicability of Code Provisions.* The requirements of this Code shall apply to all parcels located within designated Wildland-Urban Interface and Wildland-Urban Intermix areas derived from corresponding Fire Intensity Classifications and ember exposure areas as identified on the City of Lakewood Wildland-Urban Interface Overlay District map. The level of structure hardening, Defensible Space, and other mitigation measures required

shall correspond to the applicable Wildland-Urban Interface classification, Class 1 Intermix or Class 2 Interface.

1. Structures and parcels identified with low Fire Intensity Classification and are therefore located in the Interface Perimeter and Interface Interior zones shall be constructed and maintained in accordance with provisions for Class 1 Interface Structure hardening and site and area requirements.
2. Structures and parcels identified with moderate to high Fire Intensity Classifications and therefore are in the Intermix zone shall be constructed and maintained in accordance with the provisions for Class 2 Intermix Structure hardening and site and area requirements.

**14.31.130 – Mapping Amendment Process.**

- A. Property owners, or their representatives, who disagree with the Wildland-Urban Interface mapped areas, can submit a formal application for a map amendment to the Building Official. Application forms shall be provided by the Public Works Department. The intent is to provide an opportunity to verify that mapping accurately reflects current, site-specific conditions.
- B. Property owners shall be given a reasonable opportunity to present their case to the Building Official and shall submit evidence of the vegetative fuels on the parcel and within 300 feet of the parcel boundary, historical wildfire occurrence, topography and slope, local weather patterns, and fire behavior modeling data and risk assessment. Technical documentation shall be submitted in support of such a request by a qualified Wildfire Mitigation Specialist, and the supporting documentation shall comply with Sections 14.31.050(B)-(E), as applicable.
- C. The Building Official must make a finding that any deviations approved under this Section do not present a significant hazard to public health, safety, or to property at the specific contested location in the Wildland-Urban Interface mapped areas. The Building Official's review shall be based on a review of the vegetative fuels on the parcel and within 300 feet of the parcel boundary, historical wildfire occurrence, topography and slope, local weather patterns, and fire behavior modeling data and risk assessment.
- D. *Exception.* The Building Official shall not allow deviations from the boundary lines as mapped by the Colorado Division of Fire Prevention and Control and the Colorado State Forestry Service unless the vegetative fuels on the parcel and within 300 feet of the parcel boundary, historical wildfire occurrence, topography and slope, local weather patterns, and fire behavior modeling data and risk assessment, and other related technical evidence clearly and conclusively establish that the mapped location of the boundary line is incorrect or that the hazard conditions as determined by the Colorado Division of Fire Prevention and Control and the Colorado State Forest Service are in error.

#### **14.31.140 – Structure Hardening-General.**

*Scope.* Exterior design and construction of Buildings and Structures within the WildlandUrban Interface areas of the City of Lakewood shall be constructed in accordance with Sections 14.31.150 and 14.31.160.

#### **14.31.150 – Class 1 Interface Structure Hardening.**

- A. *General.* Class 1 structure hardening shall be in accordance with this Section and shall apply to buildings and structures hereafter constructed, modified or relocated into or within areas of the Wildland-Urban Interface Class 1.
- B. *Roofing.* Roofs shall have a Roof Assembly classified as Class A when tested in accordance with ASTM E108 or UL790.
  - 1. *Flame and ember protection of roofs.* For roof assemblies where the Roof Covering profile creates a space between the Roof Covering and Roof Deck, the space shall resist the entry of flames and embers by one or more of the following methods:
    - a. Fire stopping, with Noncombustible material, of the space between the Roof Covering and the Roof Deck.
    - b. Installation of one layer of cap sheet complying with ASTM D3909 over the combustible Roof Deck.
    - c. Installation of a listed Class A classified Roof Assembly.
  - 2. *Open valley flashings.* Open valley flashing shall not be less than 0.019 inch (No. 26 galvanized sheet gauge) corrosion resistant metal installed over a minimum 36-inch-wide underlayment consisting of one layer of cap sheet complying with ASTM D3909 running the full length of the valley.
- C. *Gutters and downspouts.* Gutters and downspouts shall be constructed of Noncombustible material.
- D. *Ventilation Openings.* Ventilation openings for enclosed attics, enclosed rafter spaces, and under floor spaces shall be in accordance with the following:
  - 1. *Performance requirements.* Ventilation openings shall be fully covered with listed vents, tested in accordance with ASTM E2886, to demonstrate compliance with all of the following requirements:
    - a. There shall be no flaming ignition of the cotton material during the Ember Intrusion Test.
    - b. There shall be no flaming ignition during the Integrity Test portion of the Flame Intrusion Test.
    - c. The maximum temperature of the unexposed side of the vent shall not exceed 662°F (350°C).

2. *Prescriptive requirements.* Ventilation openings for enclosed attics, enclosed rafter spaces, and under floor spaces shall be covered with Noncombustible corrosion resistant mesh with openings not to exceed 1/8 inch. E. *Exterior walls.* Exterior walls shall be limited to the following:
  1. Vinyl siding as part of or applied to exterior wall assemblies with a 1-hour fireresistance rating, rated for exposure on the exterior side.
  2. Vinyl siding over noncombustible sheathing.
  3. A wall covered with Noncombustible siding.
  4. A wall covered with Fire-Retardant-Treated Wood siding.
  5. A wall covered with siding made of Ignition-Resistant Building Materials.
  6. Mass Timber or Log Wall Construction.

Such materials shall extend from the top of the foundation to the underside of the eave or the underside of the roof sheathing. Exterior wall coverings shall be labeled for exterior use.

**Exceptions:**

1. Exterior wall Embellishments and architectural trim (exclusive of trim on exterior windows and doors) not to exceed 5 percent of the square footage of exterior walls.
  2. Roof or wall top cornice projections and similar assemblies.
  3. Solid wood rafter tails and solid wood blocking installed between rafters having a minimum dimension of 2 inches nominal.
- F. *Flashing.* A minimum of 6 inches of metal flashing or Noncombustible material applied vertically between the wall sheathing and the exterior cladding shall be installed at the ground, decking, and roof intersections.
- Combustible sheathing products exposed by the gap created at the base of the exterior walls, posts, or columns must be protected with Noncombustible material or Ignition-Resistant Building Materials while still permitting drainage and moisture control from behind exterior cladding.
- G. *Exterior glazing.* Exterior windows, window walls and glazed doors, windows within exterior doors, and skylights shall be tempered glass, Multilayered Glazed Panels, glass block or have a fire protection rating of not less than 20 minutes.
- H. *Underfloor enclosure.* Buildings or Structures shall have underfloor areas enclosed to the ground with exterior walls in accordance with Section 14.31.150(E).

**Exception:** Complete enclosure shall not be required where the underside of exposed floors and exposed structural columns, beams and supporting walls are protected as required for exterior one hour Fire-Resistance-Rated Construction or Mass Timber Construction or Fire-Retardant-Treated Wood.

- I. *Decks, appendages, and projections.* Decks and other unenclosed Accessory structures attached to Buildings shall be constructed of materials as follows:

1. *Deck surface.* Noncombustible material, Approved composite lumber with an ASTM E84 Flame Spread Index no greater than 75, Ignition-Resistant Building Materials or any Approved Class A Roof Assembly.
  2. *Deck framing.* Deck framing shall be constructed of one of the following:
    - a. One-hour Fire-Resistance-Rated Construction.
    - b. Mass Timber Construction.
    - c. Approved Noncombustible materials.
    - d. Fire-Retardant-Treated Wood.
    - e. Ignition-Resistant Building Materials.
    - f. Wood with a minimum nominal thickness of at least two inches for joists and four inches for beams and columns or posts. Multi-ply beams and posts with an equivalent nominal four-inch thickness are allowed.
- J. *Vehicle access through door perimeter gap.* Exterior vehicle access doors shall resist the intrusion of embers from entering by preventing gaps between doors and door openings, at the head, sill, and jam of doors from exceeding 1/8 inch.
1. Gaps between doors and door openings shall be controlled by one of the following methods:
    - a. Weather-stripping products made of materials that: (a) have been tested for tensile strength in accordance with ASTM D638 (Standard Test Method for Tensile Properties of Plastics) after exposure to ASTM G155 (Standard Practice for Operating Xenon Arc Light Apparatus for Exposure of NonMetallic Materials) for a period of 2,000 hours, when the maximum allowable difference in tensile strength values between exposed and nonexposed samples does not exceed 10 percent; and (b) exhibit a V-2 or better flammability rating when tested to UL 94 (Standards for Tests for Flammability of Plastic Materials for Parts in Devices and Appliances).
    - b. Door overlaps onto jams and headers.
    - c. Garage door jams and headers covered with metal flashing.

**14.31.160 – Class 2 Intermix Structure Hardening.**

- A. *General.* Class 2 Structure hardening shall be in accordance with this Section as well as the provisions of Class 1 Structure hardening in Section 14.31.150.
- B. *Protection of eaves and soffits.* Eaves and soffits shall be protected on the exposed underside by one of the following:
  1. Noncombustible material.
  2. Ignition-Resistant Building Materials.
  3. Materials Approved for not less than 1-hour Fire-Resistance-Rated Construction.
  4. 5/8 inch type X drywall.
  5. 2-inch nominal dimensional lumber.

6. Fire-Retardant-Treated Wood.
- C. Fascia, where provided and exposed, shall be protected on the backside by one of the following:
1. Noncombustible material.
  2. Ignition-Resistant Building Materials.
  3. Materials Approved for not less than 1-hour Fire-Resistance-Rated Construction.
  4. 5/8 inch type X drywall.
  5. 2-inch nominal dimensional lumber.
  6. Fire-Retardant-Treated Wood.
- D. *Exterior Doors.* Exterior door shall be Approved Noncombustible construction, solid core wood not less than 1 3/4 inch thick or have a fire protection rating of not less than twenty (20) minutes. Windows within doors and glazed doors shall be in accordance with Section 14.31.150(G).
1. *Exception.* Vehicle access doors.

#### **14.31.170 – Site and Area Requirements - General.**

- A. *Scope.* The provisions of Sections 14.31.170 through 14.31.190 shall apply to parcels subject to this Code.
1. *Exceptions:*
    - a. For Site and Area Requirements, only Structure Ignition Zone 1 standards apply to the reconstruction, replacement, alteration, or repair of the exterior walls of an existing Building.
    - b. The reconstruction, replacement, alteration, or repair of the existing exterior Roof Covering of an existing Building.
- B. *Reference.* As needed, the Wildfire Mitigation Specialist shall refer to the most recent version of the Home Ignition Zone (HIZ) Guide as developed by the Colorado State Forest Service. Where conflicts occur between provisions of this code and the HIZ Guide, the provisions of this code shall govern. The provisions of this Code, as applicable, shall take precedence over the provisions in the referenced standard.

#### **14.31.180 – Class 1 Interface Requirements.**

- A. *Structure Ignition Zone 1 (0-5 feet): Immediate Zone.*
1. *Objective.* This zone is designated to reduce or eliminate ember ignition and direct flame contact with the Structure, decks, stairs, and attachments.
  2. *Materials.* Use Noncombustible, hard surface materials in this zone, such as rock, gravel, sand, concrete, bare earth or stone/concrete pavers.
  3. *Plantings.* Remove all plantings including shrubs, slash, combustible mulch and other woody debris.
  4. *Trees.* All following fuel modifications are required for trees:

- a. There shall be no planting of new trees in the Immediate Zone. Mature trees of no less than 10-inch diameter at 4.5 feet above ground level may be maintained.
  - b. Tree Crowns extending to within 10 feet of the outermost point of any Structure shall be pruned to maintain a minimum clearance of 10 feet.
  - c. Prune tree branches to a height of 6 to 10 feet from the ground or a third of the total height of the tree, whichever is less.
5. *Storage of combustibles.* There shall be no storage of firewood or other combustible materials in this area or areas under decks.
- B. *Structure Ignition Zone 2 (5-30 feet): Intermediate Zone.*
1. *Objective.* This zone is designed to give an approaching fire less fuel, which will help reduce its intensity as it gets nearer to Structures.
  2. *Dead materials.* Within the Fuel Modification area, hazardous dead plant material must be removed from live vegetation.
  3. *Fuels accumulation.* There shall be no large accumulations of surface fuels such as logs, branches, slash and combustible mulch. Mulch shall not exceed a maximum depth of 4 inches. Firewood piles must be kept at least 30 feet away from habitable Structures unless stored in a Noncombustible container or Structure comprised of Ignition Resistant Building Materials or Noncombustible materials.
  4. *Trees.* Tree Crowns extending to within 10 feet of the outermost point of any Structure shall be pruned to maintain a minimum clearance of 10 feet.  
Prune tree branches to a height of 6 to 10 feet from the ground or a third of the total height of the tree, whichever is less.
  5. *Shrubs.* Shrub groups within this zone shall be spaced to prevent Structure ignition. Shrubs shall not be planted under trees within the tree drip line.
  6. *Prohibited plants.* *Juniperus* spp. (Juniper species), *Thuja occidentalis* (American arborvitae), *Thuja orientalis* (Oriental Arborvitae), *Quercus gambelii* (Gambel oak) are prohibited.
  7. *Slope adjustment.* For tree removals on any Slopes of 20% or greater, the Wildfire Mitigation Specialist may determine additional tree spacing is necessary to reduce potential fire behavior on Slopes.
- C. *Retaining walls.* The exposed exterior of retaining walls shall be constructed with either Noncombustible or Ignition-Resistant Building Materials when any of the following conditions exist:
1. The retaining wall is within 8 feet of a Structure regulated by this code or up to the property line when the property line is less than 8 feet away from the Structure.
  2. The retaining wall is integral to the support of a Structure regulated by this Code.
  3. The retaining wall is integral to the egress from a Structure regulated by this Code to a public way, easement, or private road.

- D. *Fencing*. Fencing within 8 feet of a Structure regulated by this Code or up to the property line when the property line is less than 8 feet away from the Structure shall be constructed with Noncombustible or Ignition-Resistant Building Materials. E. *Site signage*.
- a. *Marking of roads*. Approved signs or other Approved notices shall be provided and maintained for access roads and driveways to identify such roads and prohibit the obstruction thereof.
  - b. *Marking of fire protection equipment*. Fire protection equipment and fire hydrants shall be clearly identified in a manner Approved by the Building Official to prevent obstruction.
  - c. *Address markers*. Buildings shall have a permanently posted address, which shall be placed at each driveway entrance and be visible from both directions of travel along the road. In all cases, the address shall be posted at the beginning of construction and shall be maintained thereafter, and the address shall be visible and legible from the road on which the address is located in a manner Approved by the Building Official.

#### **14.31.190 – Class 2 Intermix Requirements.**

##### *A. Structure Ignition Zone 1 (0-5 feet): Immediate Zone.*

1. *Objective*. This zone is designated to reduce or eliminate ember ignition and direct flame contact with the Structure, decks, stairs, and attachments.
2. *Materials*. Use Noncombustible, hard surface materials in this zone, such as rock, gravel, sand, concrete, bare earth, or stone/concrete pavers.
3. *Plantings*. Remove all plantings including shrubs, slash, combustible mulch and other woody debris.
4. *Trees*. All following fuel modifications are required for trees:
  - a. There shall be no planting of new trees in the Immediate Zone. Mature trees of no less than 10-inch diameter at 4.5 feet above ground level may be maintained.
  - b. Tree Crowns extending to within 10 feet of the outermost point of any Structure shall be pruned to maintain a minimum clearance of 10 feet.
  - c. Prune tree branches to a height of 6 to 10 feet from the ground or a third of the total height of the tree, whichever is less.
5. *Storage of combustibles*. There shall be no storage of firewood or other combustible materials in this area or areas under decks.

##### *B. Structure Ignition Zone 2 (5-30 feet): Intermediate Zone.*

1. *Objective*. This zone is designed to give an approaching fire less fuel, which will help reduce its intensity as it gets nearer to Structures.
2. *Dead materials*. Within the Fuel Modification area, hazardous dead material must be removed from live vegetation.
3. *Fuels accumulation*. There shall be no large accumulations of surface fuels such as logs, branches, slash and combustible mulch. Mulch shall not exceed a maximum depth of 4 inches. Firewood piles must be kept at least 30 feet away from habitable

Structures unless stored in a Noncombustible container or structure comprised of Ignition Resistant Building Materials or Noncombustible materials.

4. *Trees.* Tree Crowns extending to within 10 feet of the outermost point of any Structure shall be pruned to maintain a minimum clearance of 10 feet.

Prune tree branches to a height of 6 to 10 feet from the ground or a third of the total height of the tree, whichever is less.

5. *Tree Spacing.* Tree Crowns within this zone shall be spaced to prevent Structure ignition and promote fuel discontinuity to limit fire spread.
6. *Shrubs.* Shrub groups within this zone shall be spaced to prevent Structure ignition. Shrubs shall be at least 10 feet away from the edge of tree branches.
7. *Prohibited Plants.* *Juniperus* spp. (Juniper species), *Thuja occidentalis* (American arborvitae), *Thuja orientalis* (Oriental Arborvitae), *Quercus gambelii* (Gambel oak) are prohibited.
8. *Slope adjustment.* For tree removals on any Slopes of 20% or greater, the Wildfire Mitigation Specialist may determine additional tree spacing is necessary to reduce potential fire behavior on Slopes.

- C. *Retaining Walls.* The exposed exterior of retaining walls shall be constructed with either Noncombustible or Ignition-Resistant Building Materials when any of the following conditions exist:

1. The retaining wall is within 8 feet of a Structure regulated by this Code or up to the property line when the property line is less than 8 feet away from the Structure.
2. The retaining wall is integral to the support of a Structure regulated by this Code.
3. The retaining wall is integral to the egress from a Structure regulated by this Code to a public way, easement, or private road.

- D. *Fencing.* Fencing within 8 feet of a Structure regulated by this Code or up to the property line when the property line is less than 8 feet away from the Structure shall be constructed with Noncombustible or Ignition-Resistant Building Materials. E. *Site Signage.*

1. *Marking of roads.* Approved signs or other Approved notices shall be provided and maintained for access roads and driveways to identify such roads and prohibit the obstruction thereof.
2. *Marking of fire protection equipment.* Fire protection equipment and fire hydrants shall be clearly identified in a manner Approved by the Building Official to prevent obstruction.
3. *Address markers.* Buildings shall have a permanently posted address, which shall be placed at each driveway entrance and be visible from both directions of travel along the road. In all cases, the address shall be posted at the beginning of construction and shall be maintained thereafter, and the address shall be visible and legible from the road on which the address is located in a manner Approved by the Building Official.

- F. *Structure Ignition Zone 3 (30-100 feet): Expanded Zone.*

1. *Objective.* This zone focuses on mitigation that keeps fire on the ground.

2. *Trees.* Prune tree branches to a height of 6 to 10 feet from the ground or a third of the total height of the tree, whichever is less.
3. *Tree spacing.* Tree Crowns within this zone shall be spaced at a minimum of 6 to 10 feet.
4. *Dead materials.* Within the fuel modification area, hazardous dead plant material must be removed from live vegetation.
5. *Fuels accumulation.* There shall be no large accumulations of surface fuels such as logs, branches, slash and combustible mulch. Mulch shall not exceed a maximum depth of 4 inches.
6. *Slope adjustment.* For tree removals on any Slopes of 20% or greater, the Wildfire Mitigation Specialist may determine additional tree spacing is necessary to reduce potential fire behavior on Slopes.

#### **14.31.200 – Penalties for Violations**

- A. Any person who violates any of the provisions of this Code or fails to comply therewith shall severally for each and every violation and noncompliance respectively, be subject to the penalties set forth in Section 1.16.020 of the Lakewood Municipal Code. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue, and all such persons shall be required to correct or remedy such violation(s) within a reasonable time, and when not otherwise specified, each day that prohibited conditions are maintained shall constitute a separate offense.
- B. The application of the above penalty shall not be held to prevent the enforced removal of prohibited conditions.
- C. The City of Lakewood may pursue any other legal remedies to enforce this Code.

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EXHIBIT B

Wildland-Urban Interface Boundary Map





CERTIFICATION

I, BERTA SARACINO, Secretary to the City of Lakewood Board of Appeals, do hereby certify that the foregoing is a true copy of a resolution duly adopted by the Lakewood Board of Appeals at a Public Hearing held in Lakewood, Colorado, on the 10<sup>th</sup> day of March, 2026 as the same appears in the minutes of said hearing.

March 10, 2026  
Date approved

Berta Saracino  
Berta Saracino, Secretary to the BOA

## **Key Terminology Definitions**

### **Ground Truthing**

Ground-truthing is the process of verifying wildfire hazard classifications shown on official maps by reviewing actual site conditions. Under the Wildfire Resiliency Code, property owners may request a ground-truthing review if they believe the mapped fire intensity does not accurately reflect their parcel. The review considers vegetation within 300 feet of the property, topography, and other factors to confirm or adjust the hazard level. This ensures that mitigation requirements—such as structure hardening and defensible space—are based on accurate, current conditions rather than solely on generalized mapping.

### **Structure Hardening**

Structure hardening refers to the process of making buildings and homes more resistant to wildfire damage by reducing their vulnerability to ignition. This typically includes using non-combustible or fire-resistant materials for roofs, siding, and decks; installing ember-resistant vents; sealing gaps where embers could enter; and creating defensible space by clearing flammable vegetation near the structure. These measures significantly lower the risk of a home catching fire during a wildfire event and are a key component of community wildfire protection strategies.

### **Defensible Space**

Defensible space is the area surrounding a structure that is intentionally managed to reduce the risk of ignition from embers, radiant heat, or direct flame contact during a wildfire. Properties located in designated wildfire hazard areas must maintain defensible space in three zones:

- **Immediate Zone (0–5 feet):** This zone must be free of combustible materials, vegetation, and mulch. Noncombustible surfaces such as rock, gravel, or concrete are required to minimize ignition risk near the structure.
- **Intermediate Zone (5–30 feet):** Designed to slow fire spread toward the structure, this zone requires removal of dead vegetation, spacing of trees and shrubs to prevent crown fires, and avoidance of highly flammable species such as junipers and arborvitae.
- **Expanded Zone (30–100 feet):** In higher hazard areas, this zone focuses on keeping fire on the ground by pruning tree branches, increasing spacing between tree crowns, and eliminating heavy accumulations of dead fuels.



## West Metro Fire Protection District

### WEST METRO Fire Rescue

433 S. Allison Parkway  
Lakewood, CO 80226

Bus: (303) 989-4307  
Fax: (303) 989-6725  
[www.westmetrofire.org](http://www.westmetrofire.org)

Board of Appeals  
City of Lakewood  
470 S. Allison Parkway  
Lakewood, CO 80226

January 26, 2026

Dear Board Members,

On behalf of the West Metro Fire Protection District, I want to express our strong support for the City of Lakewood's Department of Public Works as they work toward adopting the 2025 Colorado Wildfire Resiliency Code (CWRC). The District is committed to aligning our efforts with both the Department and Jefferson County to ensure a unified approach. Since the passage of Senate Bill 23-166 in 2023, our agencies have maintained a productive partnership, collaborating closely throughout the development and release of the CWRC. As all local jurisdictions prepare for the formal adoption deadline of April 1, 2026, with implementation required by July 1, 2026, we remain dedicated to working together to achieve consistent and effective code adoption across our shared communities.

Regular meetings between the District and the Department have been instrumental in developing a unified approach to the CWRC's adoption and implementation. These collaborative sessions have provided a platform for open dialogue, fostering a shared understanding of the specific requirements outlined in the CWRC. As a result, both agencies are now closely aligned on key strategies and expectations, ensuring that citizens and property owners across all affected jurisdictions will experience consistent requirements and clear guidance moving forward.

The District remains fully committed to supporting the Department's efforts as it advances toward adoption of the CWRC. We recognize that ongoing collaboration is vital for ensuring consistent implementation across our communities and value the strong working relationship we share with the City of Lakewood. Thank you for your dedication to wildfire resiliency; we look forward to continuing our partnership and building on the progress we have achieved together.

Respectfully,

Jeremy Metz, Fire Chief

*"Whatever It Takes" ... To Serve*



**Lakewood**  
Police Department

## MEMORANDUM

**TO:** Keith Hensel, City Engineer for Development Services  
Lakewood Public Works Department

**FROM:** Jesse Miller, Emergency Manager  
Lakewood Police Department – Support Services Division

**DATE:** January 23, 2026

**SUBJECT:** Recommendation for adoption of the Jefferson County Wildland Urban Interface

---

I have reviewed the two options that were presented to me on the mapping related to the adoption of the Wildfire Resiliency Code. After review, I believe it would best serve the City to utilize the Fire Intensity Classification identified in the Jefferson County Wildland Urban Interface rather than what has been offered by the State of Colorado. The Jefferson County option would appear to offer significantly greater risk reduction to the community moving forward with minimal overall impact to homeowners. The alternative that the State of Colorado has proposed would seemingly have very little perceivable positive effect for the City.

As the frequency, and intensity, of natural disasters continues to increase, especially wildfires, I would offer strong support to any alternative that lowers the likelihood or severity of a potentially catastrophic fire. The option provided by Jefferson County would work to better serve that goal.

To protect and serve with integrity, intelligence, and initiative

\*\*Alternative formats of this document are available upon request\*\*



# Project Report

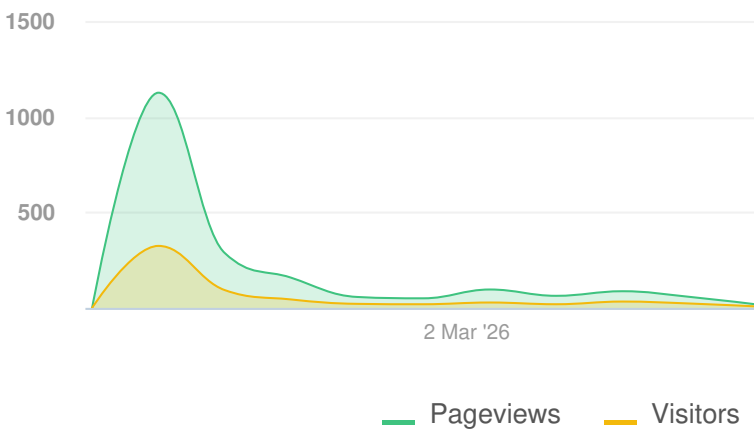
24 February 2026 - 06 March 2026

# Lakewood Together

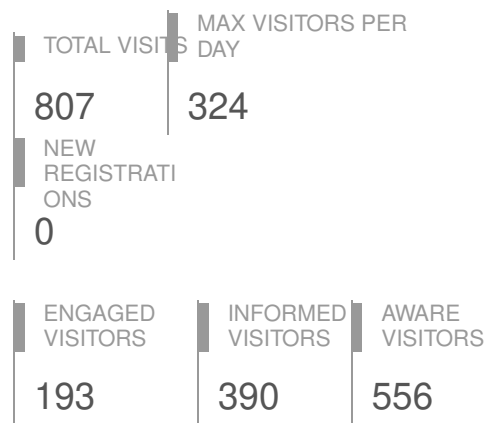
## Lakewood Wildfire Resiliency Code



### Visitors Summary

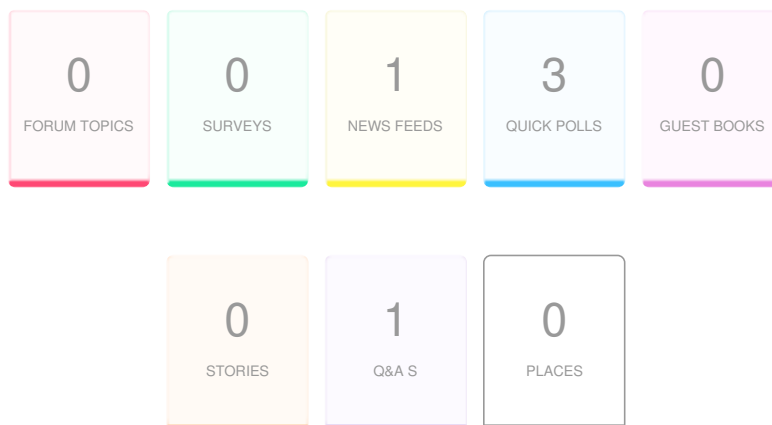


### Highlights



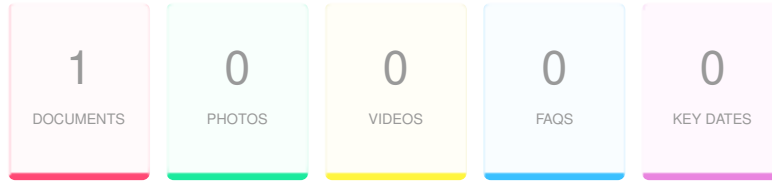
Aware Participants		Engaged Participants	
556		193	
Aware Actions Performed	Participants	Engaged Actions Performed	Registered    Unverified    Anonymous
Visited a Project or Tool Page	556	Contributed on Forums	0    0    0
Informed Participants	390	Participated in Surveys	0    0    0
Informed Actions Performed	Participants	Contributed to Newsfeeds	0    0    0
Viewed a video	0	Participated in Quick Polls	9    1    179
Viewed a photo	0	Posted on Guestbooks	0    0    0
Downloaded a document	275	Contributed to Stories	0    0    0
Visited the Key Dates page	0	Asked Questions	9    3    0
Visited an FAQ list Page	0	Placed Pins on Places	0    0    0
Visited Instagram Page	0	Contributed to Ideas	0    0    0
Visited Multiple Project Pages	124		
Contributed to a tool (engaged)	193		

## ENGAGEMENT TOOLS SUMMARY



Tool Type	Engagement Tool Name	Tool Status	Visitors	Contributors		
				Registered	Unverified	Anonymous
Newsfeed	Updates	Published	1	0	0	0
Qanda	Ask a question	Published	34	9	3	0
Quick Poll	How do you believe implementing a Wildfire Resiliency Cod...	Archived	187	7	1	179
Quick Poll	What concerns you most about implementing a Wildfire Resi...	Published	6	3	0	0
Quick Poll	How supportive are you of implementing a Wildfire Resilie...	Draft	0	0	0	0

## INFORMATION WIDGET SUMMARY



Widget Type	Engagement Tool Name	Visitors	Views/Downloads
Document	Lakewood WUI from Jeffco	275	419

## QANDA

### Ask a question

Visitors <b>34</b>	Contributors <b>12</b>	CONTRIBUTIONS <b>17</b>
--------------------	------------------------	-------------------------

Q

**JohnM**

25 February 26

How much will wildfire resiliency regulations add to the cost of a house?

---

A

**Publicly Answered**

Thank you for your interest and participation in this project. It is difficult to estimate the exact amount of any cost increase without knowing the base or starting point such as size, proposed materials, and design features of a proposed home. The City of Lakewood already includes some aspects of the proposed code in its current requirements. For example, Class A roofing materials are required for all new and reroof projects within the city. In this case, there would not be an increased cost associated with the wildfire-resilient roofing standards. In addition, many new homes are built with fiber-cement (concrete board) siding because it requires less maintenance and naturally provides better fire resistance than traditional wood products. For some homes this may affect design more than cost. Additional cost impacts may come from other components of the wildfire-resiliency standards, such as enhanced venting systems, and construction details for features such as soffits. Deck materials may have an impact on cost, but again it depends on the size of the deck and original materials design. Some treated wood products may be allowed. Our goal is to apply these standards consistently and transparently while supporting public safety and long-term resilience.-- The Project Team

Q

**Front Range Lumber**

25 February 26

The Colorado new fire code can be confusing. Front Range Lumber offers our "professional" advice into product availability, relative costs, building practices, etc as desired by the City. Best contact would be to FRLCO.LAKEWOOD@gmail.com

---

A

**Privately Answered**

Thanks for sending along this information and for your interest in the project.-- The Project Team

## QANDA

### Ask a question

Q

Casandra Kertson

25 February 26

How may I get involved to volunteer to assist with this or any future projects?

A

Privately Answered

Thank you so much for interest in this project. We don't have a volunteer option for this project, but if something changes about that, we'll let you know. For information on all the volunteer opportunities with the city, please visit [LakewoodCO.gov/Volunteer](https://lakewoodco.gov/Volunteer), which covers everything from the Police Department to parks opportunities. You can also check out options with Lakewood Sustainability Cooperative or "Scoop," which is a network of Lakewood residents, businesses and other community partners who are passionate about creating a more sustainable Lakewood. Participants volunteer their knowledge, experience and skills to support sustainability efforts in the community. -- The Project Team

Q

CommonSense

25 February 26

I am confused. Why would the City of Lakewood want to mitigate fire danger? I thought you all want to burn everything down, take over our lots, and build affordable, multifamily, high-density housing, especially in Morse Park? BTW I had also raised concerns to my City Council reps about parents of Slater Elementary School throwing lit cigarettes out of their car windows (not smart when it's dry and windy) and was told to shut up and go away. All kidding aside, fire danger is a serious issue that many of us understand and do our part to prevent. I personally spend thousands each year to have my trees trimmed (removing dead limbs) and I have been using my well to water my property to add moisture to trees, shrubs, and grass.

A

Privately Answered

Thanks for your interest in this project and the work you do on your property.-- The Project Team

## QANDA

### Ask a question

Q

XavierGilray

25 February 26

Have you considered aggressive removal of homeless camps? Homeless people are often cold, or need to cook food, so they use fire. On a windy day such as today, the area north of 6th on Wadsworth could easily go up in flames in minutes.

A

Privately Answered

Thanks for passing along your comments. For concerns about homeless encampments, please submit your concerns to RequestLakewood.org.-- The Project Tream

Q

Willrideforbeer

25 February 26

My experience with Lakewood wildfire mitigation has been pretty dismal. As a person whose house is next to open space I don't feel that I can trust the city to accurately know where my property line is. The people hired to 'clear brush' are uneducated in this and I feel that I have to constantly monitor and inform them when they are going into my property line. Mostly it seems to be a colossal waste of taxpayer money.

A

Privately Answered

Thanks for your feedback, and we appreciate your participation in this project.-- The Project Team

Q

sewing57

26 February 26

Can we encourage people to get rid of Junipers? They are a bad fire hazard especially close to buildings as in the Belmar Commons community.

A

Publicly Answered

We really appreciate your participation and interest in this project. Juniperus spp. (Juniper species), Thuja occidentalis (American arborvitae), Thuja orientalis (Oriental Arborvitae) are prohibited within 30 feet of a structure in the Wildland Urban Interface area as shown on the WUI map. Given that, we would encourage removing these although the code doesn't apply retroactively to existing homes. Additionally, the city doesn't approve the use of junipers in new developments.-- The Project Tream

## QANDA

### Ask a question

Q

Annie S

26 February 26

How does the defensible space provision apply to existing landscaping? Would shrubs within 5 feet of the house need to be removed?

A

Publicly Answered

Thanks so much for participating in this project. Here's the information regarding your questions:For new additions over 500 square feet and new structures that are constructed, existing vegetation within 5 feet of the structure would need to be removed, and no new vegetation would be allowed.For existing structures the code is not retroactive, so no existing vegetation would need to be removed unless it was considered to be a severe hazard.-- The Project Team

Q

JohnM

26 February 26

If it is not possible to estimate the cost increase that wildfire resiliency regulations will impose on the construction of a house, a cost-benefit analysis cannot be conducted. Why is this project being considered when a cost-benefit analysis cannot be determined?

A

Publicly Answered

John -- The project team is still putting together information for your question and others that have come in regarding the cost. We hope to have that information available to post soon, and thank you for your patience.-- The Project Team

## QANDA

### Ask a question



JohnM

26 February 26

If it is not possible to estimate the cost increase that wildfire resiliency regulations will impose on the construction of a house, a cost-benefit analysis cannot be conducted. Why is this project being considered when a cost-benefit analysis cannot be determined?



Publicly Answered

John -- The project team is still putting together information for your question and others that have come in regarding the cost. We hope to have that information available to post soon, and thank you for your patience.-- The Project Team

John -- Here's information regarding your cost question. A mandate by the state requires Lakewood to adopt wildfire resiliency standards. This is not optional. Because this adoption is mandated by the State of Colorado, and because of the time frame mandated for adoption, a cost-benefit analysis was not performed as part of the city's process. Lakewood partners with Jefferson County on multiple hazard mitigation initiatives, and as a result of this partnership and the partnership with the West Metro Fire Protection District, the city is proposing requirements similar to be adopted by Jefferson County. Additional detailed information regarding the methodology and objectives of the code may be available in the Jefferson County Community Wildfire Protection Plan. Determining the added cost to a home under the proposed Wildfire Resiliency Code depends heavily on the design and characteristics of the base house. Because the code primarily establishes allowable materials and certain construction methods, the size, layout, and features of the home all influence the final cost impact. Several components of the proposed code are key cost drivers, including roofing, siding, windows, decks, eaves and soffits, crawl spaces, and overhangs. In Lakewood, existing minimum code requirements for roofing and window performance already meet the new wildfire resiliency standards. As a result, little to no additional cost is expected in these areas. Siding, however, is likely to be one of the more significant factors. Current code allows many siding materials that would not comply with the wildfire resiliency requirements. Compliant siding options are generally more expensive than non-compliant options, but the cost difference can vary widely. For example, the gap between noninsulated vinyl siding and brick or stone is substantial, whereas the difference between tongue-and-groove cedar and fiber-cement lap siding is much smaller. Decking materials are another area where increased costs may occur, largely because fewer compliant material alternatives are available. Not every home includes a deck, so for some projects this will be a significant added cost, while for others it will not be a factor at all. Costs related to crawl spaces and overhangs depend on the specific home design. Most newer homes in Lakewood include basements, and features such as cantilevers tend to be architectural choices rather than standard elements. The eave and soffit requirements — while potentially costly — apply only to areas west of C-470. Defensible-space requirements are expected to affect additions more than new homes since new construction can be planned around these standards from the outset.

## QANDA

### Ask a question

Q

rickhalbach

02 March 26

What are the added costs to the homeowner for these increased regulations? Home modifications and new homes. What is going to be done to offset these costs?

A

Publicly Answered

As we've noted in other cost questions for this project, this does not affect existing homes. Additionally, the mandate by the state requires Lakewood to adopt wildfire resiliency standards. This is not optional. Because this adoption is mandated by the State of Colorado. For modifications and new homes, determining the added cost to a home under the proposed Wildfire Resiliency Code depends heavily on the design and characteristics of the base house. Because the code primarily establishes allowable materials and certain construction methods, the size, layout, and features of the home all influence the final cost impact. Several components of the proposed code are key cost drivers, including roofing, siding, windows, decks, eaves and soffits, crawl spaces, and overhangs. In Lakewood, existing minimum code requirements for roofing and window performance already meet the new wildfire resiliency standards. As a result, little to no additional cost is expected in these areas. Siding, however, is likely to be one of the more significant factors. Current code allows many siding materials that would not comply with the wildfire resiliency requirements. Compliant siding options are generally more expensive than non-compliant options, but the cost difference can vary widely. For example, the gap between noninsulated vinyl siding and brick or stone is substantial, whereas the difference between tongue-and-groove cedar and fiber-cement lap siding is much smaller. Decking materials are another area where increased costs may occur, largely because fewer compliant material alternatives are available. Not every home includes a deck, so for some projects this will be a significant added cost, while for others it will not be a factor at all. Costs related to crawl spaces and overhangs depend on the specific home design. Most newer homes in Lakewood include basements, and features such as cantilevers tend to be architectural choices rather than standard elements. The eave and soffit requirements — while potentially costly — apply only to areas west of C-470. Defensible-space requirements are expected to affect additions more than new homes since new construction can be planned around these standards from the outset.-- The Project Team

## QANDA

### Ask a question



JudyKulp

04 March 26

What is the plan for fire mitigation efforts on Green Mountain Open Space? If homeowners are required to do mitigation n at their own expense, will the City also be required to do regular and extensive fire mitigation on Green Mountain an d all other open spaces, at City's expense.



Publicly Answered

The city does have an established Fire Mitigation Program for parks and open space areas, including William Hayden Park on Green Mountain. This program is administered through our Community Resources Department and focuses on ongoing vegetation management, fuel reduction, and other wildfire-risk reduction practices on city-managed parks and open space lands. These efforts are performed and funded by the city. To clarify, the requirements proposed in th e Wildfire Resiliency Code do not require existing homeowners to complete mitigation work on their property unless th ey are planning substantial new construction or major changes. In those cases, only the new improvements would ne ed to meet the updated standards. Routine mitigation for existing homes is not mandated on the code.-- The Project T eam



JudyKulp

04 March 26

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## QANDA

### Ask a question

Q

JohnM

05 March 26

Currently, I am insured for wildfire-related losses through homeowners insurance. If fortifying my home against wildfires leads to a reduction in my insurance premiums, I can conduct a cost-benefit analysis to determine the most advantageous course of action for my circumstances. Why are wildfire resiliency mandates considered necessary when I have insurance to cover the risk of loss? Is it prudent to increase the cost of an already unaffordable residence?

A

Publicly Answered

The proposed requirements do not impose any new obligations on existing homes unless the property owner chooses to construct a new home or add an addition greater than 500 square feet. If your property remains as it currently exists, no additional costs will be incurred as a result of these standards. If you do plan to rebuild or add onto your home, the potential cost impacts will depend on the specific design and materials you select. In those cases, conducting a cost-benefit analysis based on your particular project may be helpful in determining the most appropriate approach.-- The Project Team

Q

KarenGordey

05 March 26

I saw the question from Annie S around existing landscaping. Your answer was "For existing structures the code is not retroactive, so no existing vegetation would need to be removed unless it was considered to be a severe hazard." What is considered a "severe hazard"? Also, can we get better maps for Lakewood specifically - zoomed in? This would allow us to tell easily which zone our houses are in.

A

Privately Answered

Karen -- Please see the previous answer provided to this same question. -- The Project Team

## QANDA

### Ask a question

Q

KarenGordey

05 March 26

I saw the question from Annie S around existing landscaping. Your answer was "For existing structures the code is not retroactive, so no existing vegetation would need to be removed unless it was considered to be a severe hazard." What is considered a "severe hazard"? Also, can we get better maps for Lakewood specifically (zoomed in)? This would allow us to tell easily which zone our houses are in.

A

Publicly Answered

The determination of a severe hazard would be made based on a number of factors including the proximity to habitable structures, the type and quantity of the vegetation, the type and quantity of nearby vegetation, access for firefighters, the construction materials used in the structures, and topographical features in the area. Lakewood currently has codes and requirements regarding overgrown vegetation on properties that are enforced when needed. Unfortunately, at this point, the current map is the only one we have available, but we are working to see if we can produce a better option.-- The Project Team

Q

JohnM

05 March 26

Why has my question and your response, listed below, not been made visible to the public? Hi there, Thanks for taking the time to visit Lakewood Together and asking us a question. You asked: ' If it is not possible to estimate the cost increase that wildfire resiliency regulations will impose on the construction of a house, a cost-benefit analysis cannot be conducted. Why is this project being considered when a cost-benefit analysis cannot be determined?' Our response: John -- The project team is still putting together information for your question and others that have come in regarding the cost. We hope to have that information available to post soon, and thank you for your patience. -- The Project Team Please let us know if you have any more questions or if anything needs to be clarified. Regards, City of Lakewood

A

Privately Answered

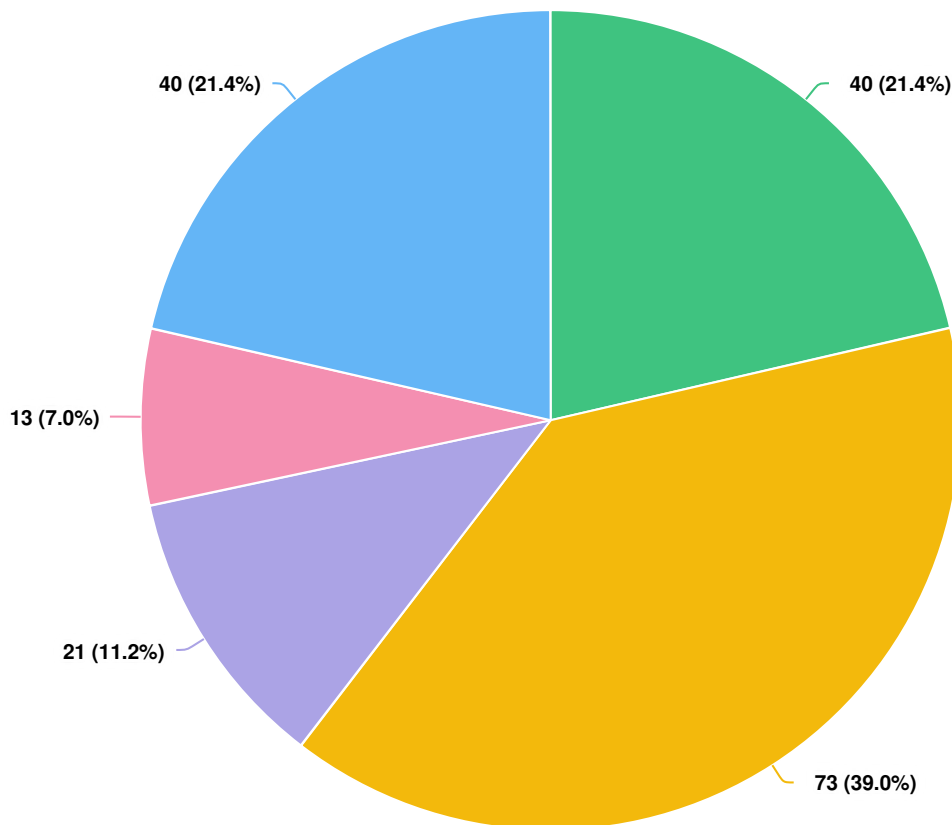
John -- This is publicly answered now. The initial response to you that we were assembling information was made privately so as not to clutter the answer page. But when the additional information for your question is available, then it is publicly posted.

## ENGAGEMENT TOOL: QUICK POLL

How do you believe implementing a Wildfire Resiliency Code in Lakewood will affect community safety?

Visitors <b>187</b>	Contributors <b>187</b>	CONTRIBUTIONS <b>187</b>
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How do you believe implementing a Wildfire Resiliency Code in Lakewood will affect community safety?



### Question options

- Greatly Improve Safety – Strongly believe it will reduce wildfire risk.
- Moderately Improve Safety – Some improvement, but not a complete solution.
- No Significant Change – I don't think it will make much difference.
- Could Reduce Safety – Restrictions may create unintended challenges.
- Unsure – Need more information to decide.

Mandatory Question (187 response(s))

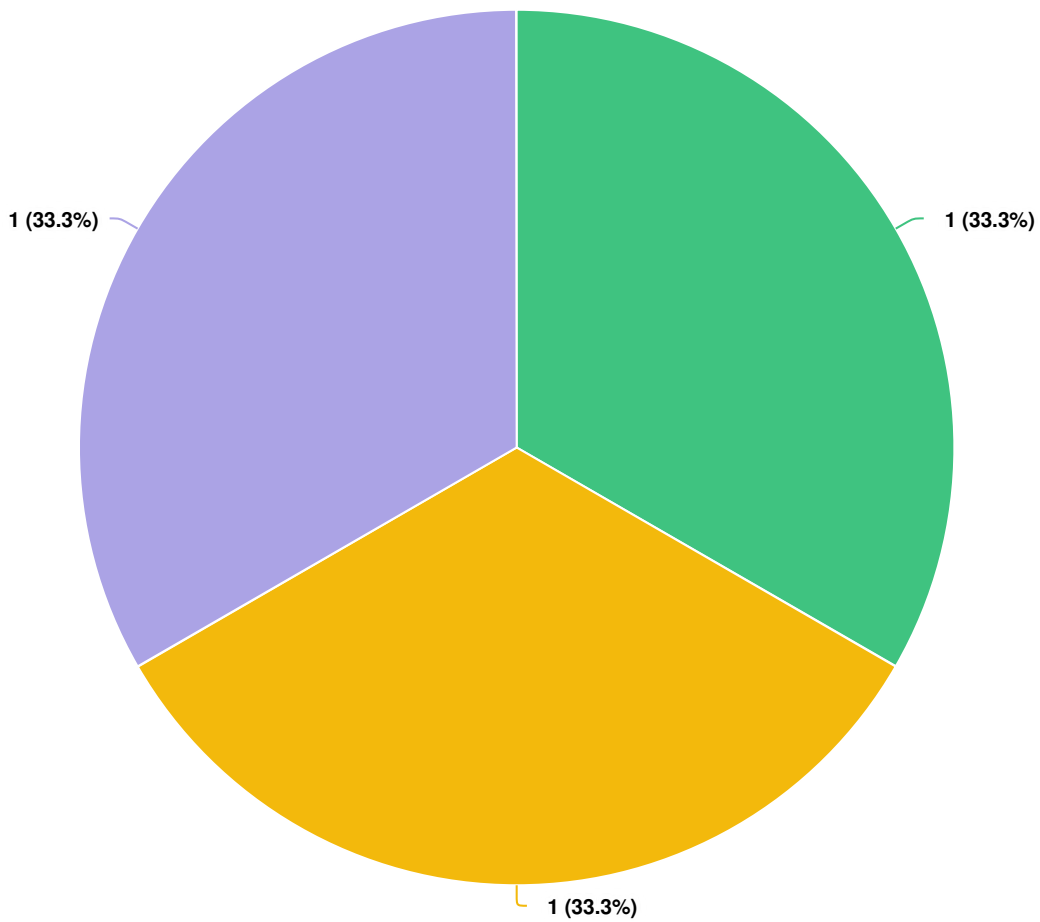
Question type: Radio Button Question

## ENGAGEMENT TOOL: QUICK POLL

What concerns you most about implementing a Wildfire Resiliency Code in Lakewood?

Visitors <b>6</b>	Contributors <b>3</b>	CONTRIBUTIONS <b>3</b>
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What concerns you most about implementing a Wildfire Resiliency Code in Lakewood?



**Question options**

- Cost of Compliance – Increased building or maintenance expenses.
- Implementation Timeline – How quickly changes will be required.
- No Major Concerns – I support the code as proposed.

Mandatory Question (3 response(s))

Question type: Radio Button Question

O-2026-14

AN ORDINANCE

ADOPTING TITLE 14, CHAPTER 31, OF THE LAKEWOOD MUNICIPAL CODE  
ESTABLISHING THE CITY OF LAKEWOOD WILDFIRE RESILIENCY CODE AND  
CORRESPONDING WILDLAND-URBAN INTERFACE BOUNDARY MAP

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

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

WHEREAS, through Colorado Senate Bill 2023-166, the Colorado State Legislature created the Wildfire Resiliency Code Board (the “Board”), and tasked the Board with creating a model wildfire resiliency code based on best practice approaches to hardening structures and reducing fire risk in the defensible space surrounding structures in the wildland-urban interface, and in response, the Board created the 2025 Colorado Wildfire Resiliency Code (the “State Code”);

WHEREAS, Colorado Senate Bill 2023-166 also tasked the Board with identifying the areas of Colorado that are within the wildland-urban interface, and in response, the Board created the Colorado Wildfire Resiliency Code Map (the “State Map”);

WHEREAS, Colorado Senate Bill 2023-166 further requires jurisdictions within the State Map’s designated wildland-urban interface that have a governing body with the authority to adopt building or fire codes, to adopt a code that meets or exceeds the minimum standards set forth in the State Code;

WHEREAS, the City has the authority to adopt both building and fire codes, and therefore Colorado Senate Bill 2023-166 in conjunction with Colorado Senate Bill 2025-142, requires the City to adopt either a code in conformance with the State Code, or a code exceeding the minimum standards in the State Code, and to enforce said City-adopted code no later than July 1, 2026;

WHEREAS, City staff determined that local wildfire conditions and a goal for uniformity within Jefferson County necessitate that the City adopt a wildfire resiliency code that exceeds the minimum standards in the State Code along with a corresponding Wildland-Urban Interface Boundary Map that includes more City properties within the wildland-urban interface than the State Map;

WHEREAS, City staff therefore modeled the City of Lakewood Wildfire Resiliency Code (the "City Code") on the Jefferson County Wildfire Resiliency Code and modeled the City of Lakewood Wildland-Urban Interface Boundary Map (the "City Map") on the Jefferson County Wildland Urban Interface Overlay Map;

WHEREAS, the Board of Appeals was established by Lakewood Municipal Code section 12.12.010 and is charged with reviewing proposed additions, changes, or amendments to the City's building codes and to make recommendations to the City Council with respect to the adoption thereof;

WHEREAS, the Board of Appeals has reviewed, considered, and recommended for adoption, the City Code and the corresponding City Map, subject to a recommended amendment to the City Code relating to the required building material standards for decks and fences that are constructed within areas impacted by the City Code;

WHEREAS, the City Council desires to adopt the City Code and the corresponding City Map;

WHEREAS, approval of this Ordinance on first reading is intended only to confirm that the City Council desires to comply with the City 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 recitals set forth above are incorporated as if set forth therein.

SECTION 2. Chapter 14.31 of the Lakewood Municipal Code relating to the City of Lakewood Wildfire Resiliency Code and the corresponding Wildland-Urban Interface Boundary Map, attached hereto as Exhibit A and Exhibit B, respectively, and made part hereof, are hereby adopted.

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

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

I hereby attest and certify that the within and foregoing ordinance was introduced and read on first reading at a hybrid regular meeting of the Lakewood City Council on the 13th day of April 2026; published by title in the Denver Post and in full on the City of Lakewood's website at [www.lakewood.org](http://www.lakewood.org) on the 16th day of April, 2026; set for public hearing to be held on the 27th day of April, 2026; read, finally passed and adopted by the City Council on the 27th day of April, 2026; and signed by the Mayor on the \_\_\_ day of April, 2026.

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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

## Chapter 14.31 – The City of Lakewood Wildfire Resiliency Code

### 14.31.010 - Definitions-General

- A. *Scope.* For the purposes of this Code, defined terms shall have the meanings ascribed thereto under Section 14.30.020.
- B. *Interchangeability.* Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; and the singular number includes the plural and the plural the singular.
- C. *Terms and definitions in other codes.* Where terms are not defined in this Code and are defined in other codes and regulations, such terms shall have the meaning ascribed to them as in those codes and regulations.
- D. *Terms not defined.* Where terms are not defined through the methods authorized by this Section, such terms shall have their ordinarily accepted meanings such as the context implies.
- E. *Defined terms in this Code.* Where terms defined by this Code are used within this Code, the term is capitalized.

### 14.31.020 - Definitions.

- A. *Accessory Structure.* A Building that is subordinate in purpose, area, and extent to the principal Building; contributes to the reasonable and necessary comfort, convenience, and needs of the occupants, business, or industry of the principal Building; and is located on the same lot as the principal Building. This includes detached garages, workshop, sheds, barns, coops, greenhouses, and detached living space.
- B. *Approved.* Acceptable to the Building Official.
- C. *Barn.* A building used exclusively for the housing and care of horses or other permitted livestock, and for the storage of feed, hay, other farm crops, and farm or equine equipment. Barns may not be used for a garage or as a storage shed for items not associated with livestock or farm crops.
- D. *Building.* Any Structure having a roof supported by columns or walls and used or intended for supporting or sheltering any occupancy.
- E. *Building Official.* The official designated to interpret, administer, and enforce this Code, as described in Section 2.08.120 of the Lakewood Municipal Code. The Building Official is authorized to designate or appoint an authorized representative, as needed, to assist with the interpretation and/or enforcement of this Code.
- F. *Class A Tests.* Tests applicable to Roof Coverings that are expected to be effective against severe fire exposure, before a high degree of fire protection to the Roof Deck, do not slip from position, and are not expected to present a flying brand hazard.

- G. *Defensible Space*. An area either natural or man-made, where material capable of allowing a fire to spread unchecked has been treated, cleared or modified to slow the rate and intensity of an advancing wildfire and to create an area for fire suppression operations to occur.
- H. *Embellishments*. Elements incorporated in design and construction for ornamental or decorative purposes that are not integral to the Structure or structural support.
- I. *Fire Intensity Classification*. The level of fire intensity identified for areas where significant fuel hazards and associated dangerous fire behavior may exist, based upon vegetative fuels, topography, weather conditions, and flame length value.
- J. *Fire-Resistance-Rated Construction*. The use of materials and systems in the design and construction of a Building or Structure to safeguard against the spread of fire within a Building or Structure and the spread of fire to or from Buildings or Structures to the Wildland-Urban Interface area.
- K. *Fire-Retardant-Treated Wood*. Fire-Retardant-Treated Wood is any wood product with a minimum 1-inch nominal or  $\frac{3}{4}$  inch actual thickness, that, when impregnated with chemicals by a pressure process or other means during manufacture, shall have, when tested in accordance with ASTM E84 or UL 723, a listed Flame Spread Index of 25 or less. The ASTM E84 or UL 723 test shall be continued for an additional 20 minutes and the flame front shall not progress more than 10.5 feet beyond the center line of the burners at any time during the test.
- L. *Flame Spread Index*. A comparative measure, expressed as the dimensionless number, derived from visual measurements of the spread of flame versus time for a material tested in accordance with ASTM 84.
- M. *Fuel Modification*. A method of modifying fuel load by reducing the amount of non fire resistive vegetation or altering the type of vegetation to reduce the fuel load.
- N. *Habitable Space*. A space in a Building for living, sleeping, eating or cooking. Bathrooms, closets, halls, storage space and other similar areas are not considered “habitable space.”
- O. *Historic Structure*. Any *building or structure* that has one or more of the following:
1. Listed, or certified as eligible for listing, by the state historic preservation office or Keeper of the National Register of Historic Places, in the National Register of Historic Places;
  2. Designated as historic under applicable state law;
  3. Designated as historic by the City of Lakewood; or
  4. Certified as contributing resource within the National Register, state designated or City of Lakewood designated historic district.

P. *Home Ignition Zone (HIZ)*. The home and the area around the home which takes into account both the potential of the Structure to ignite and the quality of Defensible Space surrounding it.

Q. *Ignition-Resistant Building Material*. A type of Building material that resists ignition or sustained flaming combustion sufficiently so as to reduce losses from wildfire exposure of burning embers and small flames. If product literature from manufacturers or testing shows that manufacturer's materials or products melt, drip or delaminate, those materials or products which melt, drip, or delaminate, to the extent that the flame front is interrupted, are not permitted. Ignition-Resistant Building Materials shall comply with any of the following:

1. Material shall be tested on all sides with the extended ASTM E84 (UL 723) test or ASTM E2768, except panel products shall be permitted to test only the front and back faces. Panel products shall be tested with a ripped or cut longitudinal gap of 1/8 inch. Materials that, when tested in accordance with the test procedures set forth in ASTM E84 or UL 723 for a test period of 30 minutes, or with ASTM E2768, comply with the following:

- a. Flame spread. Material shall exhibit a Flame Spread Index not exceeding 25 and shall not show evidence of progressive combustion following the extended 30-minute test.
- b. Flame front. Material shall exhibit a flame front that does not progress more than 10.5 feet beyond the centerline of the burner at any time during the extended 30-minute test.
- c. Weathering. Ignition-Resistant Building Materials shall maintain their performance in accordance with this Section under conditions of use. Materials shall meet the performance requirements for weathering (including exposure to temperature, moisture and ultraviolet radiation) contained in the following standards, as applicable to the materials and the conditions or use:
  - i. Method A "Test method for Accelerated Weathering of Fire-Retardant-Treated Wood for Fire Testing" in ASTM D2898, for Fire-Retardant Treated Wood, wood-plastic composite and plastic lumber materials.
  - ii. ASTM D7032 for wood-plastic composite materials.
  - iii. ASTM D6662 for plastic lumber materials.
- d. Identification. Materials shall bear identification showing the fire test results.

*Exception:* Materials composed of a combustible core and a Noncombustible exterior covering made from either aluminum at a

minimum 0.019 inch (0.48 mm) thickness or corrosion-resistant steel at a minimum 0.0149 inch (0.38 mm) thickness shall not be required to be tested with a ripped or cut longitudinal gap.

- R. *Lakewood Building Code*. The various adopted codes described as the Building Codes of the City of Lakewood under Section 14.01.010 of the Lakewood Municipal Code.
- S. *Log Wall Construction*. A type of construction in which exterior walls are constructed of solid wood members and where the smallest horizontal dimension of each solid wood member is not less than 6 inches. Log Wall Construction shall follow requirements of ICC 400.
- T. *Mass Timber Construction*. As described in section 602.4 of the 2021 International Building Code. Also known as Type IV construction.
- U. *Multilayered Glazed Panels*. Window or door assemblies that consists of two or more independently glazed panels installed parallel to each other, having a sealed air gap in between, within a frame designed to fill completely the window or door opening in which the assembly is intended to be installed.
- V. *Noncombustible*. As applied to Building construction material means and material that, in the form in which it is used, is one of the following:
  - 1. Material of which no part will ignite and burn when subjected to fire;
  - 2. Any material conforming to ASTM E136 shall be considered Noncombustible within the meaning of this Section; or
  - 3. For the purposes of this Code, fire-rated gypsum board tested in accordance with ASTM C1396 with no less than a 1-hour fire-resistance-rating with fire exposure from the outside only is considered a Noncombustible material.
- W. *Occupiable Space*. A room or enclosed space designed for human occupancy in which individuals congregate for amusement, education or similar purposes or in which occupants are engaged at labor.
- X. *Roof Assembly*. A system designed to provide weather protection and resistance to design loads. The system consists of a Roof Covering and Roof Deck or a single component serving as both the Roof Covering and Roof Deck. A Roof Assembly can include an underlayment, thermal barrier, ignition barrier, insulation or vapor retarder.
- Y. *Roof Covering*. The covering applied to the Roof Deck for weather resistance, fire classification or appearance.
- Z. *Roof Deck*. The flat or sloped surface not including its supporting members or vertical supports.
- AA. *Slope*. The variation of terrain from the horizontal; the number of feet rise or fall per 100 feet measured horizontally, expressed as a percentage.

BB. *Structure*. Anything which is constructed or erected, and the use of which requires more or less permanent location on the ground or attachment to something having permanent location on the ground; an edifice or building of any kind. For the purposes of this Code, fences are not considered a structure.

CC. *Structure Ignition Zone (SIZ)*. The Structure Ignition Zone is the Structure and the area around the Structure (or home). The SIZ takes into account both the potential of the Structure to ignite and the quality of Defensible Space surrounding it.

DD. *Tree Crown*. The primary and secondary branches growing out from the main stem, together with twigs and foliage.

EE. *Wildfire Mitigation Specialist*. An individual who meets the following minimum training and experience requirements:

1. A person with the following qualifications is eligible to be a Wildfire Mitigation Specialist as approved by the Director of the Public Works Department or designee:

a. Bachelor's degree in forestry or a closely related field and two years wildland/urban interface firefighting experience; or

b. Successful completion of the following National Wildfire Coordinating Group Classes listed below and five years of wildland/urban interface firefighting experience:

I. S-130 Basic Wildland Firefighting.

II. S-190 Basic Fire Behavior.

III. S-215 Fire Operations in the Wildland/Urban Interface.

IV. S-290 Intermediate Wildland Fire Behavior.

V. Introduction to Wildfire Behavior Calculations.

VI. National Fire Protection Association (NFPA) workshop "assessing wildfire hazards in home ignition zone" (or equivalent).

FF. *Wildland-Urban Interface Interior*. That geographical area farther away from wildland vegetation than the Interface Perimeter where homes are primarily exposed to radiant heat and embers from adjacent homes as well as embers from burning vegetation. These areas have the potential for urban conflagrations.

GG. *Wildland-Urban Interface Perimeter*. That geographical area adjacent to wildland vegetation where homes can be exposed to embers and radiant and convective heat

from burning vegetation and adjacent homes. These areas have the potential for wildland fires to transition into urban conflagrations.

HH. *Wildland-Urban Intermix*. That geographical area where the built environment intermingles with wildland vegetation and where homes are primarily exposed to embers and radiant and convective heat from burning vegetation.

#### **14.31.030 - Scope and General Requirements.**

- A. This Code shall be considered part of the Lakewood Building Code, shall be cited as the “City of Lakewood Wildfire Resiliency Code” and shall be referred to herein as “this Code.”
- B. *Scope*. The provisions of this Code shall apply to the construction, exterior alteration, movement, exterior repair, and replacement of any Building or Structure within the Wildland-Urban Interface Areas in the City of Lakewood. Existing non-habitable and non-Occupiable Buildings or Structures, which undergo a change of occupancy to include Habitable or Occupiable Space, shall comply with the provisions of this Code for new Buildings or Structures. Although not considered a Structure, new fences and retaining walls are required to follow the provisions of Sections 14.31.170 through 14.31.190 of this Code.
  - 1. Buildings, Structures, or conditions in existence at the time of the adoption of this Code are allowed to have their use or occupancy continued, if such condition, use or occupancy was legal at the time of the adoption of this Code, provided that such continued use does not constitute a distinct danger to life or property.
  - 2. When portions of existing non-habitable and non-occupiable Buildings or Structures undergo a change of occupancy which includes a residential occupancy classification or single- or multi-family dwellings, per the Lakewood Building Code, the Building or Structure shall comply with the provisions of this Code for new Buildings or Structures.
  - 3. Buildings or Structures moved into or within the City of Lakewood shall comply with the provisions of this Code for new Buildings or Structures.
- C. *Date Effective*. This Code shall become effective on July 1, 2026, and shall apply to all Permits applied for on or after July 1, 2026. Applications for Permits made prior to July 1, 2026, shall be governed by the terms of the codes and regulations in effect at the time of application.
- D. *Purpose*. The purpose of this Code is to establish minimum regulations for the safeguarding of life and for property protection. Regulations in this Code are intended to mitigate the risk to life and Structures from intrusion of fire from wildland fire exposures and fire exposures from adjacent Structures, and to mitigate Structure

fires from spreading to wildland fuels. The extent of this regulation is intended to be tiered commensurate with the relative level of hazard present.

1. The unrestricted use of property in Wildland-Urban Interface areas is a potential threat to life and property from fire and resulting erosion. Safeguards to prevent the occurrence of fires and to provide adequate fire protection facilities to control the spread of fire in Wildland-Urban Interface areas shall be in accordance with this Code.
  2. The standards in this Code are incorporated into and are a part of the Lakewood Building Code and augment the International Fire Code as adopted under Chapter 14.24 of the Lakewood Municipal Code, to mitigate the fire- and life-safety hazards of the Wildland-Urban Interface Areas.
- E. *Retroactivity.* The provisions of this Code shall apply to conditions arising after the adoption thereof, conditions not legally in existence at the adoption of this Code and conditions that, in the opinion of the Building Official, constitute a distinct hazard to life or property.
1. Provisions of this Code that specifically apply to existing conditions are retroactive.
- F. *Additions or alterations.* Additions or alterations shall be permitted to be made to any Building or Structure without requiring the existing Building or Structure to comply with all of the requirements of this Code, provided that, when the work increases the size of the existing structure by 500 square feet or greater, the addition or alteration conforms to that required for a new Building or Structure.
1. *Exception:* Provisions of this Code that specifically apply to existing conditions are retroactive.
  2. Additions or alterations shall not be made to an existing Building or Structure that will cause the existing Building or Structure to be in violation of any of the provisions of this Code nor shall such additions or alterations cause the existing Building or Structure to become unsafe. An unsafe condition shall be deemed to have been created if an addition or alteration will cause the existing Building or Structure to become structurally unsafe or overloaded; will not provide adequate access in compliance with the provisions of this Code or will obstruct existing exits or access; will create a fire hazard; will reduce required fire resistance or will otherwise create conditions dangerous to human life.
- G. *Maintenance.* Buildings, Structures, landscape materials, vegetation, Defensible Space or other devices or safeguards required by this Code shall be maintained in conformance to the code edition under which installed. The owner or the owner's authorized agent shall be responsible for the maintenance of Buildings, Structures, landscape materials and vegetation.

#### **14.31.040 - Applicability.**

- A. *General.* Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern. Where, in any specific case, different sections of this Code, or any other adopted City code or regulation, specify different materials, methods of construction or other requirements, the most restrictive requirement shall govern.
- B. *Other laws.* The provisions of this Code shall not be deemed to nullify any provisions of local, state, or federal law.
- C. *Application of references.* References to section numbers, or to provisions not specifically identified by number, shall be construed to refer to such section or provision of this Code.
- D. *Referenced codes and standards.* Certain additional codes and standards are referenced in this Code and are listed throughout. Such codes and standards shall be considered as part of the requirements of this Code to the prescribed extent of each such reference and as further regulated by the following:
  - 1. *Conflicts.* Where conflicts occur between provisions of this Code and the referenced codes and standards, the most restrictive shall apply.
  - 2. *Provisions in referenced codes and standards.* Where a referenced code or standard includes subject matter that is within the scope of this Code, the provisions of this Code, as applicable, shall take precedence over the provisions in the referenced standard.
- E. *Subjects not regulated by this Code.* Where applicable standards or requirements are not set forth in this Code, or are contained within other laws, codes, regulations, ordinances or policies adopted by the City of Lakewood, compliance with applicable standards of other nationally recognized safety standards, as Approved, shall be deemed as prima facie evidence of compliance with the intent of this Code. Nothing herein shall derogate from the authority of the Building Official to determine compliance with codes or standards for those activities or installations within the Building Official's jurisdiction or responsibility.
- F. *Matters not provided for.* Requirements that are essential for the public safety of an existing or proposed activity, Building or Structure, or for the safety of the occupants thereof, which are not specifically provided for by this Code, shall be determined by the Building Official consistent with the necessity to establish the minimum requirements to safeguard the public health, safety and general welfare.
- G. *Severability.* If any part, section, clause, provision or portion of this Code is held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions or applications of this Code.

H. *Exemptions: Work exempt from the requirements of this Code.* Exemptions from code requirements shall not be deemed to grant authorization for any work that violates the provisions of this Code or any other laws, ordinances, regulations or rules of the City of Lakewood. This Code does not apply to:

1. Alterations that only affect the interior of existing Structures.
2. The reconstruction, replacement, alteration, or repair of the exterior walls of an existing Building, when less than 25 percent of the surface area of all exterior walls is affected.
3. The reconstruction, replacement, alteration, or repair of the existing exterior Roof Covering of an existing Building when less than 25 percent of the surface area of the exterior Roof Covering or an attachment thereto is affected.
4. Alterations or repairs to the exterior of an existing Structure, or an attachment to it, when less than 25 percent of the exterior of the Structure is affected by the alteration or repair.
5. Painting, staining, and similar maintenance or restorative work.
6. Materials and methods of construction, when required to maintain a Building's or Structure's continued designation as a Historic Structure, are exempt from the requirements of this Code.
7. One story detached accessory, non-habitable Structures, such as tool and storage sheds, playhouses and similar uses, provided that the Structure does not exceed 120 square feet and the structure is located greater than or equal to 10 feet from the nearest adjacent occupiable Structure. When a distance measurement is required between Buildings or Structures, the distance shall be measured in a straight line from the outermost point of one Building or Structure to the outermost point of the other Building or Structure.
8. Barns used exclusively to house livestock, store livestock feed, store farm products, protect equipment, or manage agricultural waste, located more than 50 feet from a Structure containing Occupiable or Habitable Space. When a distance measurement is required between a barn and another Building or Structure, the distance shall be measured in a straight line from the outermost point of the barn to the outermost point of the other Building or Structure.
9. Fences located more than 8 feet from the nearest point of a Structure.

**14.31.050 - Code Implementation, Administration, and Enforcement.**

A. *Powers and Duties of the Building Official.* The Building Official shall have all necessary power and authority for the implementation, administration, and enforcement of this Code in the manner set forth herein.

1. For the purposes of this Code, the Building Official shall have the authority to appoint or designate deputy Building Officials, other related technical officers, inspectors and other employees to carry out the administration of this Code. Such employees shall have powers as delegated by the Building Official.
- B. *Determination of compliance.* The Building Official shall have the authority to determine compliance with this Code, to render interpretations of this Code and to adopt rules and regulations in order to clarify the application of its provisions. Such interpretations, rules and regulations:
1. Shall be in compliance with the intent and purpose of this Code.
  2. Shall not have the effect of waiving requirements specifically provided for in this Code.
- C. *Technical assistance.* To determine compliance with this code, the Building Official is authorized to require the owner, the owner's authorized agent or the person in possession or control of the Building or premises to provide a technical opinion and report.
1. *Costs.* A technical opinion and report shall be provided without charge to the City of Lakewood.
  2. *Preparer qualifications.* The technical opinion and report shall be prepared by a qualified engineer, specialist, laboratory or fire safety specialty organization acceptable to the Building Official. The Building Official is authorized to require design submittals to be prepared by, and bear the stamp of, a registered design professional.
  3. *Content.* The technical opinion and report shall analyze the properties of the design, operation or use of the Building or premises, the facilities and appurtenances situated thereon, and fuel management to identify and propose necessary recommendations.
  4. *Tests.* Where there is insufficient evidence of compliance with the provisions of this Code, the Building Official shall have the authority to require tests as evidence of compliance. Test methods shall be as specified in this Code or by other recognized test standards. In the absence of recognized test standards, the Building Official shall approve the testing procedures. Such tests shall be performed by a party acceptable to the Building Official.
- D. *Alternative materials, design and methods.* The provisions of this Code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this Code, provided that any such alternative is not specifically prohibited by this Code and has been Approved.

1. *Approval authority.* An alternative material, design or method shall be Approved where the Building Official finds that the proposed alternative is satisfactory and complies with the following, as applicable:
  - a. *Application and disposition.* A request to use an alternative material, design or method of construction shall be submitted in writing to the Building Official for approval. Where the alternative material, design or method of construction is not Approved, the Building Official shall respond in writing, stating the reasons the alternative was not Approved.
  - b. *Compliance with code intent.* An alternative material, design or method of construction shall comply with the intent of the provisions of this Code.
  - c. *Equivalency criteria.* An alternative material, design or method of construction shall, for the purpose intended, be not less than the equivalent of that prescribed in this Code with respect to all of the following, as applicable:
    - I. Quality.
    - II. Strength.
    - III. Effectiveness.
    - IV. Durability.
    - V. Safety, other than fire safety.
    - VI. Fire Safety.
  - d. *Tests.* Tests conducted to demonstrate equivalency in support of an alternative material, design or method of construction application shall be of a scale that is sufficient to predict performance of the end use configuration. Tests shall be performed by a party acceptable to the Building Official.
    - I. *Fire tests.* Tests conducted to demonstrate equivalent fire safety in support of an alternative material, design or method of construction application shall be of a scale that is sufficient to predict fire safety performance of the end use configuration. Tests shall be performed by a party acceptable to the Building Official.
  - e. *Reports.* Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this Code, shall comply with the following:
    - I. *Evaluation reports.* Evaluation reports shall be issued by an Approved agency and use of the evaluation report shall require approval by the Building Official for the installation. The alternate material, design or method of construction and product evaluated shall be within the scope of the Building Official's recognition of the Approved agency. Criteria used

for the evaluation shall be identified within the report and, where required, provided to the Building Official.

- II. *Other reports.* Reports not complying with Section 14.31.050(D)(1)(e)(I) shall describe criteria, including but not limited to any referenced testing or analysis, used to determine compliance with Code intent and justify Code equivalence. The report shall be prepared by a qualified engineer, specialist, laboratory or fire safety specialty organization acceptable to the Building Official. The Building Official is authorized to require design submittals to be prepared by, and bear the stamp of, a registered design professional.
  - f. *Peer review.* The Building Official is authorized to require submittal of a peer review report in conjunction with a request to use an alternative material, design or method of construction, prepared by a peer reviewer that is Approved by the Building Official.
- E. *Modifications.* Where there are practical difficulties involved in carrying out the provisions of this Code, the Building Official shall have the authority to grant modifications for individual cases, provided that the Building Official shall first find that one or more special individual reasons make the strict letter of this Code impractical, that the modification is in conformance with the intent and purpose of this Code, and that such modification does not lessen health, life and fire safety requirements. The details of the written request and action granting modifications shall be recorded and entered into the files of the City of Lakewood.
- F. *Applications and permits.* The Building Official is authorized to receive applications, review construction documents and issue permits for construction regulated by this Code, and inspect the premises for which such permits have been issued and enforce compliance with the provisions of this Code.
- G. *Right of entry.* Where it is necessary to make an inspection to enforce the provisions of this Code, or where the Building Official has reasonable cause to believe that there exists in a Structure or on any premises, a condition that is contrary to or in violation of this Code that makes the Structure or premises unsafe, dangerous or hazardous, the Building Official is authorized to enter the Structure or premises at all reasonable times to inspect or to perform the duties imposed by this Code. If such Structure or premises is occupied, the Building Official shall present proper credentials to the occupant and request entry. If such Structure or premises is unoccupied, the Building Official shall first make a reasonable effort to locate the owner, the owner's authorized agent or other person having charge or control of the Structure or

premises and request entry. If such entry is refused, then the Building Official shall have recourse to every remedy provided by law to secure entry.

1. *Warrant.* Where the Building Official has first obtained a proper inspection warrant or other remedy provided by law to secure entry, an owner, the owner's authorized agent, occupant or person having charge, care or control of the Structure or premises shall not fail or neglect, after a proper request is made as herein provided, to permit entry therein by the Building Official for the purposes of inspection and examination pursuant to this Code.
- H. *Identification.* The Building Official shall carry proper identification when inspecting Structures or premises in the performance of duties under this Code.
- I. *Notices and orders.* The Building Official shall issue all necessary notices or orders to ensure compliance with this Code. Notices of violations shall be in accordance with the violation procedures related to the adopted Lakewood Building Code.
- J. *Official records.* Official records shall be maintained in accordance with the Colorado Open Records Act and City of Lakewood record retention policies.
- K. *Approved materials and equipment.* Materials, equipment and devices Approved by the Building Official shall be constructed and installed in accordance with such approval.
  1. *Materials and equipment reuse.* Materials, equipment and devices shall not be reused unless such elements are in good working order and Approved.

#### **14.31.060 - Permits.**

- A. *General.* Within the Wildland-Urban Interface Class 1 and Class 2 Areas, Structure hardening and site and area regulations will be regulated as part of and through the permit process specified in the adopted Lakewood Building Code, and any rules and regulations adopted thereunder.
  1. The Building Official is authorized to stipulate conditions for permits. Permits shall not be issued where public safety would be at risk, as determined by the Building Official.
- B. *Permit application.* In obtaining permits, every such application shall:
  1. Identify the Wildland-Urban Interface Class;
  2. Identify and describe the work, activity, operation, practice or function to be covered by the permit for which application is made;
  3. Describe the land on which the proposed work is to be done by legal description, street address or similar description that will readily identify and definitely locate the proposed Building, Structure, work, activity, operation, practice or function;
  4. Indicate the use or occupancy for which the proposed work is intended;

5. Be accompanied by plans, diagrams, computation and specifications and other data as required to determine compliance with this Code; and
  6. Give such other data and information as required by the Building Official.
- C. *Preliminary inspection.* Before a permit is issued, the Building Official is authorized to inspect and approve the systems, equipment, Buildings, Structures, devices, premises and spaces or areas to be used.
- D. *Refusal to issue a permit.* Where the application or construction documents do not conform to the requirements of pertinent laws, the Building Official shall reject such application in writing, stating the reasons therefor.
- E. *Validity of permit.* The issuance or granting of a permit or approval of plans, specifications and computations shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this Code or of any other ordinance, provision, rule, regulation, or other authority of the City of Lakewood. Permits presuming to give authority to violate the provisions of this Code or other authority of the City of Lakewood shall not be valid.
- F. *Revocation of permits.* The Building Official is allowed to, in writing, suspend or revoke a permit issued under the provisions of this Code whenever the permit is issued in error or on the basis of incorrect information supplied, or in violation of the provisions of this Code or other authority of the City of Lakewood.

#### **14.31.070 - Fees.**

*Payment of fees.* The City Council shall by resolution establish or modify fees as necessary for any appeal, process, procedure, or other action relating to this Code. Upon application to the City Manager, the City Manager may waive or reduce said fees if such action will further the economic goals of the City of Lakewood as set forth in Section 3.26.010 of the Lakewood Municipal Code. Said finding shall be in writing.

#### **14.31.080 - Inspections.**

*General.* Inspections shall generally be conducted as specified in the adopted Lakewood Building Code and any regulations adopted thereunder.

#### **14.31.090 - Enforcement.**

*General.* Enforcement of this Code shall be in accordance with the adopted Lakewood Building Code and any regulations adopted thereunder.

#### **14.31.100 - Appeals.**

*General.* The Board of Appeals has authority to hear and decide appeals or orders, requirements or decisions of the Building Official relating to the application and

interpretation of this Code or arising out of the permitting process. Such appeals shall be made in conformance with Chapter 14.12 of the Lakewood Municipal Code.

**14.31.110 – Wildfire Hazard Identification-General.**

- A. *Scope.* The provisions of this Section, Section 14.31.120, and Section 14.13.130 establish the applicable map and classifications for this Code.
- B. *Declaration.* The City of Lakewood Wildland-Urban Interface map identifying the areas subject to the provisions of this Code has been adopted as the Wildland-Urban Interface Overlay District in conjunction with this Code.

**14.31.120 – Mapping and Applicability.**

- A. *Applicability of Code Provisions.* The requirements of this Code shall apply to all parcels located within designated Wildland-Urban Interface and Wildland-Urban Intermix areas derived from corresponding Fire Intensity Classifications and ember exposure areas as identified on the City of Lakewood Wildland-Urban Interface Overlay District map. The level of structure hardening, Defensible Space, and other mitigation measures required shall correspond to the applicable Wildland-Urban Interface classification, Class 1 Intermix or Class 2 Interface.
  - 1. Structures and parcels identified with low Fire Intensity Classification and are therefore located in the Interface Perimeter and Interface Interior zones shall be constructed and maintained in accordance with provisions for Class 1 Interface Structure hardening and site and area requirements.
  - 2. Structures and parcels identified with moderate to high Fire Intensity Classifications and therefore are in the Intermix zone shall be constructed and maintained in accordance with the provisions for Class 2 Intermix Structure hardening and site and area requirements.

**14.31.130 – Mapping Amendment Process.**

- A. Property owners, or their representatives, who disagree with the Wildland-Urban Interface mapped areas, can submit a formal application for a map amendment to the Building Official. Application forms shall be provided by the Public Works Department. The intent is to provide an opportunity to verify that mapping accurately reflects current, site-specific conditions.
- B. Property owners shall be given a reasonable opportunity to present their case to the Building Official and shall submit evidence of the vegetative fuels on the parcel and within 300 feet of the parcel boundary, historical wildfire occurrence, topography

and slope, local weather patterns, and fire behavior modeling data and risk assessment. Technical documentation shall be submitted in support of such a request by a qualified Wildfire Mitigation Specialist, and the supporting documentation shall comply with Sections 14.31.050(B)-(E), as applicable.

- C. The Building Official must make a finding that any deviations approved under this Section do not present a significant hazard to public health, safety, or to property at the specific contested location in the Wildland-Urban Interface mapped areas. The Building Official's review shall be based on a review of the vegetative fuels on the parcel and within 300 feet of the parcel boundary, historical wildfire occurrence, topography and slope, local weather patterns, and fire behavior modeling data and risk assessment.
- D. *Exception.* The Building Official shall not allow deviations from the boundary lines as mapped by the Colorado Division of Fire Prevention and Control and the Colorado State Forestry Service unless the vegetative fuels on the parcel and within 300 feet of the parcel boundary, historical wildfire occurrence, topography and slope, local weather patterns, and fire behavior modeling data and risk assessment, and other related technical evidence clearly and conclusively establish that the mapped location of the boundary line is incorrect or that the hazard conditions as determined by the Colorado Division of Fire Prevention and Control and the Colorado State Forest Service are in error.

#### **14.31.140 – Structure Hardening-General.**

*Scope.* Exterior design and construction of Buildings and Structures within the Wildland-Urban Interface areas of the City of Lakewood shall be constructed in accordance with Sections 14.31.150 and 14.31.160.

#### **14.31.150 – Class 1 Interface Structure Hardening.**

- A. *General.* Class 1 structure hardening shall be in accordance with this Section and shall apply to buildings and structures hereafter constructed, modified or relocated into or within areas of the Wildland-Urban Interface Class 1.
- B. *Roofing.* Roofs shall have a Roof Assembly classified as Class A when tested in accordance with ASTM E108 or UL790.
  - 1. *Flame and ember protection of roofs.* For roof assemblies where the Roof Covering profile creates a space between the Roof Covering and Roof Deck, the space shall resist the entry of flames and embers by one or more of the following methods:
    - a. Fire stopping, with Noncombustible material, of the space between the Roof Covering and the Roof Deck.

- b. Installation of one layer of cap sheet complying with ASTM D3909 over the combustible Roof Deck.
    - c. Installation of a listed Class A classified Roof Assembly.
  - 2. *Open valley flashings.* Open valley flashing shall not be less than 0.019 inch (No. 26 galvanized sheet gauge) corrosion resistant metal installed over a minimum 36-inch-wide underlayment consisting of one layer of cap sheet complying with ASTM D3909 running the full length of the valley.
- C. *Gutters and downspouts.* Gutters and downspouts shall be constructed of Noncombustible material.
- D. *Ventilation Openings.* Ventilation openings for enclosed attics, enclosed rafter spaces, and under floor spaces shall be in accordance with the following:
  - 1. *Performance requirements.* Ventilation openings shall be fully covered with listed vents, tested in accordance with ASTM E2886, to demonstrate compliance with all of the following requirements:
    - a. There shall be no flaming ignition of the cotton material during the Ember Intrusion Test.
    - b. There shall be no flaming ignition during the Integrity Test portion of the Flame Intrusion Test.
    - c. The maximum temperature of the unexposed side of the vent shall not exceed 662°F (350°C).
  - 2. *Prescriptive requirements.* Ventilation openings for enclosed attics, enclosed rafter spaces, and under floor spaces shall be covered with Noncombustible corrosion resistant mesh with openings not to exceed 1/8 inch.
- E. *Exterior walls.* Exterior walls shall be limited to the following:
  - 1. Vinyl siding as part of or applied to exterior wall assemblies with a 1-hour fire-resistance rating, rated for exposure on the exterior side.
  - 2. Vinyl siding over noncombustible sheathing.
  - 3. A wall covered with Noncombustible siding.
  - 4. A wall covered with Fire-Retardant-Treated Wood siding.
  - 5. A wall covered with siding made of Ignition-Resistant Building Materials.
  - 6. Mass Timber or Log Wall Construction.

Such materials shall extend from the top of the foundation to the underside of the eave or the underside of the roof sheathing. Exterior wall coverings shall be labeled for exterior use.

**Exceptions:**

1. Exterior wall Embellishments and architectural trim (exclusive of trim on exterior windows and doors) not to exceed 5 percent of the square footage of exterior walls.
  2. Roof or wall top cornice projections and similar assemblies.
  3. Solid wood rafter tails and solid wood blocking installed between rafters having a minimum dimension of 2 inches nominal.
- F. *Flashing.* A minimum of 6 inches of metal flashing or Noncombustible material applied vertically between the wall sheathing and the exterior cladding shall be installed at the ground, decking, and roof intersections.

Combustible sheathing products exposed by the gap created at the base of the exterior walls, posts, or columns must be protected with Noncombustible material or Ignition-Resistant Building Materials while still permitting drainage and moisture control from behind exterior cladding.

- G. *Exterior glazing.* Exterior windows, window walls and glazed doors, windows within exterior doors, and skylights shall be tempered glass, Multilayered Glazed Panels, glass block or have a fire protection rating of not less than 20 minutes.
- H. *Underfloor enclosure.* Buildings or Structures shall have underfloor areas enclosed to the ground with exterior walls in accordance with Section 14.31.150(E).

**Exception:** Complete enclosure shall not be required where the underside of exposed floors and exposed structural columns, beams and supporting walls are protected as required for exterior one hour Fire-Resistance-Rated Construction or Mass Timber Construction or Fire-Retardant-Treated Wood.

- I. *Decks, appendages, and projections.* Decks and other unenclosed Accessory structures attached to Buildings shall be constructed of materials as follows:
1. *Deck surface.* Noncombustible material, Approved composite lumber with an ASTM E84 Flame Spread Index no greater than 75, Ignition-Resistant Building Materials or any Approved Class A Roof Assembly.
  2. *Deck framing.* Deck framing shall be constructed of one of the following:
    - a. One-hour Fire-Resistance-Rated Construction.
    - b. Mass Timber Construction.
    - c. Approved Noncombustible materials.
    - d. Fire-Retardant-Treated Wood.
    - e. Ignition-Resistant Building Materials.
    - f. Wood with a minimum nominal thickness of at least two inches for joists and four inches for beams and columns or posts. Multi-ply beams and posts with an equivalent nominal four-inch thickness are allowed.

- J. *Vehicle access through door perimeter gap.* Exterior vehicle access doors shall resist the intrusion of embers from entering by preventing gaps between doors and door openings, at the head, sill, and jam of doors from exceeding 1/8 inch.
1. Gaps between doors and door openings shall be controlled by one of the following methods:
    - a. Weather-stripping products made of materials that: (a) have been tested for tensile strength in accordance with ASTM D638 (Standard Test Method for Tensile Properties of Plastics) after exposure to ASTM G155 (Standard Practice for Operating Xenon Arc Light Apparatus for Exposure of Non-Metallic Materials) for a period of 2,000 hours, when the maximum allowable difference in tensile strength values between exposed and non-exposed samples does not exceed 10 percent; and (b) exhibit a V-2 or better flammability rating when tested to UL 94 (Standards for Tests for Flammability of Plastic Materials for Parts in Devices and Appliances).
    - b. Door overlaps onto jams and headers.
    - c. Garage door jams and headers covered with metal flashing.

**14.31.160 – Class 2 Intermix Structure Hardening.**

- A. *General.* Class 2 Structure hardening shall be in accordance with this Section as well as the provisions of Class 1 Structure hardening in Section 14.31.150.
- B. *Protection of eaves and soffits.* Eaves and soffits shall be protected on the exposed underside by one of the following:
1. Noncombustible material.
  2. Ignition-Resistant Building Materials.
  3. Materials Approved for not less than 1-hour Fire-Resistance-Rated Construction.
  4. 5/8 inch type X drywall.
  5. 2-inch nominal dimensional lumber.
  6. Fire-Retardant-Treated Wood.
- C. Fascia, where provided and exposed, shall be protected on the backside by one of the following:
1. Noncombustible material.
  2. Ignition-Resistant Building Materials.
  3. Materials Approved for not less than 1-hour Fire-Resistance-Rated Construction.
  4. 5/8 inch type X drywall.

5. 2-inch nominal dimensional lumber.
  6. Fire-Retardant-Treated Wood.
- D. *Exterior Doors.* Exterior door shall be Approved Noncombustible construction, solid core wood not less than 1 3/4 inch thick or have a fire protection rating of not less than twenty (20) minutes. Windows within doors and glazed doors shall be in accordance with Section 14.31.150(G).
1. *Exception.* Vehicle access doors.

#### **14.31.170 – Site and Area Requirements - General.**

- A. *Scope.* The provisions of Sections 14.31.170 through 14.31.190 shall apply to parcels subject to this Code.
1. *Exceptions:*
    - a. For Site and Area Requirements, only Structure Ignition Zone 1 standards apply to the reconstruction, replacement, alteration, or repair of the exterior walls of an existing Building.
    - b. The reconstruction, replacement, alteration, or repair of the existing exterior Roof Covering of an existing Building.
- B. *Reference.* As needed, the Wildfire Mitigation Specialist shall refer to the most recent version of the Home Ignition Zone (HIZ) Guide as developed by the Colorado State Forest Service. Where conflicts occur between provisions of this code and the HIZ Guide, the provisions of this code shall govern. The provisions of this Code, as applicable, shall take precedence over the provisions in the referenced standard.

#### **14.31.180 – Class 1 Interface Requirements.**

- A. *Structure Ignition Zone 1 (0-5 feet): Immediate Zone.*
1. *Objective.* This zone is designated to reduce or eliminate ember ignition and direct flame contact with the Structure, decks, stairs, and attachments.
  2. *Materials.* Use Noncombustible, hard surface materials in this zone, such as rock, gravel, sand, concrete, bare earth or stone/concrete pavers.
  3. *Plantings.* Remove all plantings including shrubs, slash, combustible mulch and other woody debris.
  4. *Trees.* All following fuel modifications are required for trees:
    - a. There shall be no planting of new trees in the Immediate Zone. Mature trees of no less than 10-inch diameter at 4.5 feet above ground level may be maintained.
    - b. Tree Crowns extending to within 10 feet of the outermost point of any Structure shall be pruned to maintain a minimum clearance of 10 feet.

- c. Prune tree branches to a height of 6 to 10 feet from the ground or a third of the total height of the tree, whichever is less.
5. *Storage of combustibles.* There shall be no storage of firewood or other combustible materials in this area or areas under decks.
- B. *Structure Ignition Zone 2 (5-30 feet): Intermediate Zone.*
  1. *Objective.* This zone is designed to give an approaching fire less fuel, which will help reduce its intensity as it gets nearer to Structures.
  2. *Dead materials.* Within the Fuel Modification area, hazardous dead plant material must be removed from live vegetation.
  3. *Fuels accumulation.* There shall be no large accumulations of surface fuels such as logs, branches, slash and combustible mulch. Mulch shall not exceed a maximum depth of 4 inches. Firewood piles must be kept at least 30 feet away from habitable Structures unless stored in a Noncombustible container or Structure comprised of Ignition Resistant Building Materials or Noncombustible materials.
  4. *Trees.* Tree Crowns extending to within 10 feet of the outermost point of any Structure shall be pruned to maintain a minimum clearance of 10 feet.

Prune tree branches to a height of 6 to 10 feet from the ground or a third of the total height of the tree, whichever is less.

5. *Shrubs.* Shrub groups within this zone shall be spaced to prevent Structure ignition. Shrubs shall not be planted under trees within the tree drip line.
6. *Prohibited plants.* *Juniperus* spp. (Juniper species), *Thuja occidentalis* (American arborvitae), *Thuja orientalis* (Oriental Arborvitae), *Quercus gambelii* (Gambel oak) are prohibited.
7. *Slope adjustment.* For tree removals on any Slopes of 20% or greater, the Wildfire Mitigation Specialist may determine additional tree spacing is necessary to reduce potential fire behavior on Slopes.
- C. *Retaining walls.* The exposed exterior of retaining walls shall be constructed with either Noncombustible or Ignition-Resistant Building Materials when any of the following conditions exist:
  1. The retaining wall is within 8 feet of a Structure regulated by this code or up to the property line when the property line is less than 8 feet away from the Structure.
  2. The retaining wall is integral to the support of a Structure regulated by this Code.
  3. The retaining wall is integral to the egress from a Structure regulated by this Code to a public way, easement, or private road.

- D. *Fencing*. Fencing within 8 feet of a Structure regulated by this Code or up to the property line when the property line is less than 8 feet away from the Structure shall be constructed with Noncombustible or Ignition-Resistant Building Materials.
- E. *Site signage*.
- a. *Marking of roads*. Approved signs or other Approved notices shall be provided and maintained for access roads and driveways to identify such roads and prohibit the obstruction thereof.
  - b. *Marking of fire protection equipment*. Fire protection equipment and fire hydrants shall be clearly identified in a manner Approved by the Building Official to prevent obstruction.
  - c. *Address markers*. Buildings shall have a permanently posted address, which shall be placed at each driveway entrance and be visible from both directions of travel along the road. In all cases, the address shall be posted at the beginning of construction and shall be maintained thereafter, and the address shall be visible and legible from the road on which the address is located in a manner Approved by the Building Official.

#### **14.31.190 – Class 2 Intermix Requirements.**

- A. *Structure Ignition Zone 1 (0-5 feet): Immediate Zone*.
1. *Objective*. This zone is designated to reduce or eliminate ember ignition and direct flame contact with the Structure, decks, stairs, and attachments.
  2. *Materials*. Use Noncombustible, hard surface materials in this zone, such as rock, gravel, sand, concrete, bare earth, or stone/concrete pavers.
  3. *Plantings*. Remove all plantings including shrubs, slash, combustible mulch and other woody debris.
  4. *Trees*. All following fuel modifications are required for trees:
    - a. There shall be no planting of new trees in the Immediate Zone. Mature trees of no less than 10-inch diameter at 4.5 feet above ground level may be maintained.
    - b. Tree Crowns extending to within 10 feet of the outermost point of any Structure shall be pruned to maintain a minimum clearance of 10 feet.
    - c. Prune tree branches to a height of 6 to 10 feet from the ground or a third of the total height of the tree, whichever is less.
  5. *Storage of combustibles*. There shall be no storage of firewood or other combustible materials in this area or areas under decks.
- B. *Structure Ignition Zone 2 (5-30 feet): Intermediate Zone*.
1. *Objective*. This zone is designed to give an approaching fire less fuel, which will help reduce its intensity as it gets nearer to Structures.

2. *Dead materials.* Within the Fuel Modification area, hazardous dead material must be removed from live vegetation.
3. *Fuels accumulation.* There shall be no large accumulations of surface fuels such as logs, branches, slash and combustible mulch. Mulch shall not exceed a maximum depth of 4 inches. Firewood piles must be kept at least 30 feet away from habitable Structures unless stored in a Noncombustible container or structure comprised of Ignition Resistant Building Materials or Noncombustible materials.
4. *Trees.* Tree Crowns extending to within 10 feet of the outermost point of any Structure shall be pruned to maintain a minimum clearance of 10 feet.

Prune tree branches to a height of 6 to 10 feet from the ground or a third of the total height of the tree, whichever is less.

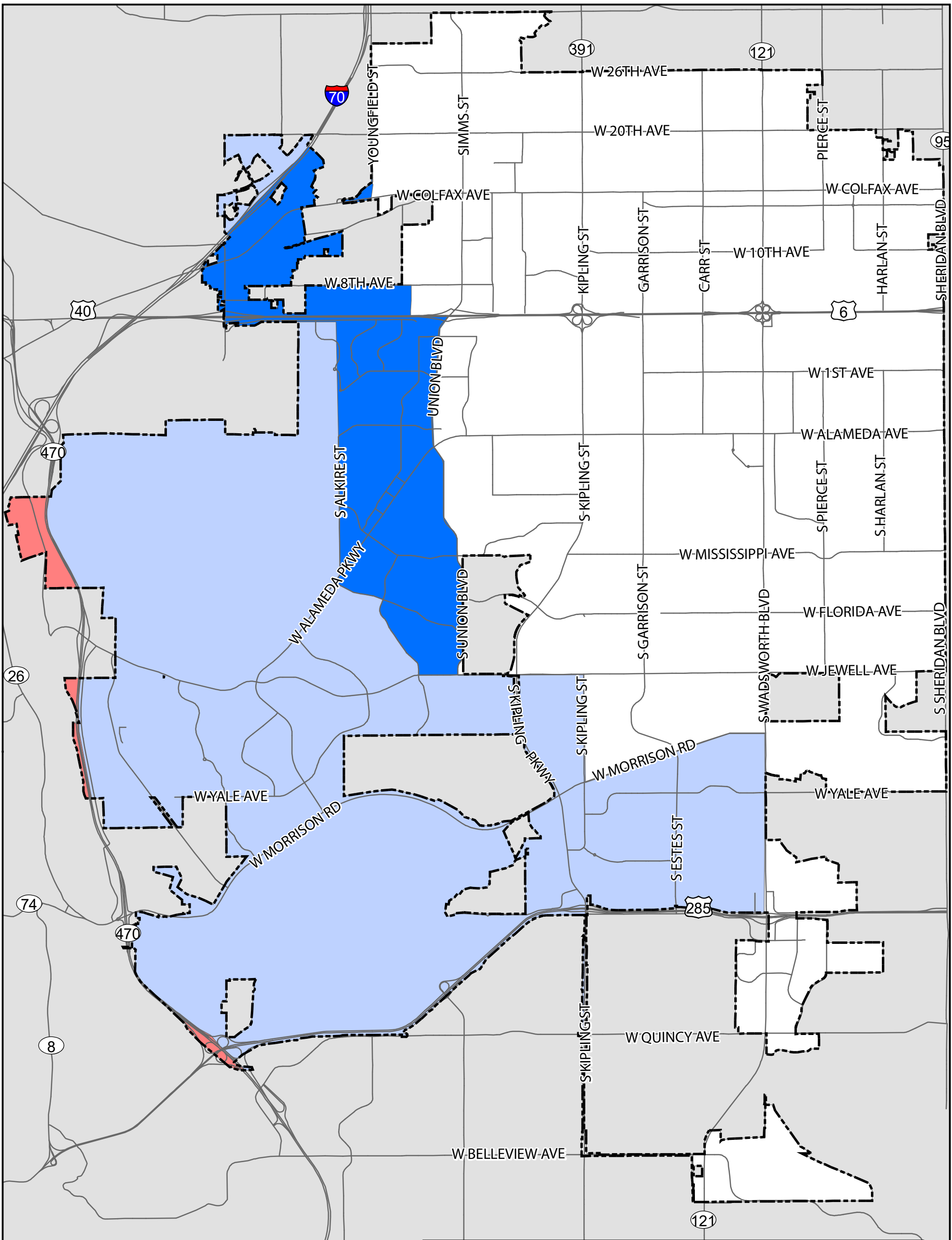
5. *Tree Spacing.* Tree Crowns within this zone shall be spaced to prevent Structure ignition and promote fuel discontinuity to limit fire spread.
  6. *Shrubs.* Shrub groups within this zone shall be spaced to prevent Structure ignition. Shrubs shall be at least 10 feet away from the edge of tree branches.
  7. *Prohibited Plants.* *Juniperus* spp. (Juniper species), *Thuja occidentalis* (American arborvitae), *Thuja orientalis* (Oriental Arborvitae), *Quercus gambelii* (Gambel oak) are prohibited.
  8. *Slope adjustment.* For tree removals on any Slopes of 20% or greater, the Wildfire Mitigation Specialist may determine additional tree spacing is necessary to reduce potential fire behavior on Slopes.
- C. *Retaining Walls.* The exposed exterior of retaining walls shall be constructed with either Noncombustible or Ignition-Resistant Building Materials when any of the following conditions exist:
1. The retaining wall is within 8 feet of a Structure regulated by this Code or up to the property line when the property line is less than 8 feet away from the Structure.
  2. The retaining wall is integral to the support of a Structure regulated by this Code.
  3. The retaining wall is integral to the egress from a Structure regulated by this Code to a public way, easement, or private road.
- D. *Fencing.* Fencing within 8 feet of a Structure regulated by this Code or up to the property line when the property line is less than 8 feet away from the Structure shall be constructed with Noncombustible or Ignition-Resistant Building Materials.
- E. *Site Signage.*

1. *Marking of roads.* Approved signs or other Approved notices shall be provided and maintained for access roads and driveways to identify such roads and prohibit the obstruction thereof.
  2. *Marking of fire protection equipment.* Fire protection equipment and fire hydrants shall be clearly identified in a manner Approved by the Building Official to prevent obstruction.
  3. *Address markers.* Buildings shall have a permanently posted address, which shall be placed at each driveway entrance and be visible from both directions of travel along the road. In all cases, the address shall be posted at the beginning of construction and shall be maintained thereafter, and the address shall be visible and legible from the road on which the address is located in a manner Approved by the Building Official.
- F. *Structure Ignition Zone 3 (30-100 feet): Expanded Zone.*
1. *Objective.* This zone focuses on mitigation that keeps fire on the ground.
  2. *Trees.* Prune tree branches to a height of 6 to 10 feet from the ground or a third of the total height of the tree, whichever is less.
  3. *Tree spacing.* Tree Crowns within this zone shall be spaced at a minimum of 6 to 10 feet.
  4. *Dead materials.* Within the fuel modification area, hazardous dead plant material must be removed from live vegetation.
  5. *Fuels accumulation.* There shall be no large accumulations of surface fuels such as logs, branches, slash and combustible mulch. Mulch shall not exceed a maximum depth of 4 inches.
  6. *Slope adjustment.* For tree removals on any Slopes of 20% or greater, the Wildfire Mitigation Specialist may determine additional tree spacing is necessary to reduce potential fire behavior on Slopes.

#### **14.31.200 – Penalties for Violations**

- A. Any person who violates any of the provisions of this Code or fails to comply therewith shall severally for each and every violation and noncompliance respectively, be subject to the penalties set forth in Section 1.16.020 of the Lakewood Municipal Code. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue, and all such persons shall be required to correct or remedy such violation(s) within a reasonable time, and when not otherwise specified, each day that prohibited conditions are maintained shall constitute a separate offense.
- B. The application of the above penalty shall not be held to prevent the enforced removal of prohibited conditions.

C. The City of Lakewood may pursue any other legal remedies to enforce this Code.



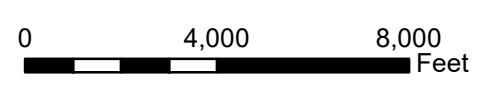
**City of Lakewood  
Wildland Urban Interface (WUI) Boundary**



Document: City of Lakewood (Jeffco based prepared by Lakewood) WUI V3 | Date: 3/4/2026

- City of Lakewood Boundary
- City of Lakewood Wildland Urban Interface Boundary**
- Class 1 Interface Interior
- Class 1 Interface Perimeter
- Class 2 Intermix

Source:  
Jefferson County Community Wildfire Protection Plan, 2024  
<https://togetherjeffco.com/cwpp>



# STAFF MEMO

**DATE OF MEETING: APRIL 27, 2026 / AGENDA ITEM NO. 9C**

To: Mayor and City Council  
From: Maria D'Andrea, Director of Public Works  
Subject: **Wildfire Resiliency Code - Chapter 14.01.010 Amendment**

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**SUMMARY STATEMENT:** The City is considering establishing new wildfire resiliency standards as a part of the Lakewood Municipal Code (LMC), Title 14, under the Lakewood Building Code. LMC section 14.01.010 identifies which chapters of the LMC may be cited as the Lakewood Building Code. Therefore, it is necessary to amend the language to include the wildfire resiliency standards in the Lakewood Building Code.

**BACKGROUND INFORMATION:** This action is necessary to include the new wildfire resiliency standards in the Lakewood Building Code.

The Board of Appeals unanimously supported this action by adopting the attached resolution at their March 10, 2026, meeting.

**BUDGETARY IMPACTS:** None

**STAFF RECOMMENDATIONS:** Staff recommends that the City Council adopt the attached ordinance.

**ALTERNATIVES:** The City Council could choose not to adopt the amendment, which could lead to challenges as the wildfire standards would not be included in the Building Code and, therefore, potentially non-enforceable by the Building Official.

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

**NEXT STEPS:** If adopted by the City Council, staff will take the necessary steps to implement the code.

**ATTACHMENTS:**

1. Ordinance O-2026-15
2. Amendments to 14.01.010
3. BOA Resolution No. 2026-2

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

O-2026-15

AN ORDINANCE

AMENDING LAKEWOOD MUNICIPAL CODE CHAPTER 14.01  
TO INCORPORATE CHAPTER 14.31 OF THE LAKEWOOD MUNICIPAL CODE  
INTO THE “LAKEWOOD BUILDING CODE”

WHEREAS, the City of Lakewood, Colorado, the “City,” previously adopted Chapter 14.01 of the Lakewood Municipal Code (L.M.C.) relating to administrative provisions for Title 14 of the L.M.C.;

WHEREAS, L.M.C. section 14.01.010 identifies which Chapters of Title 14 of the L.M.C. may be cited as the “Lakewood Building Code” or the “Building Code;”

WHEREAS, the Lakewood City Council has adopted Chapter 14.31 of the L.M.C. as the City of Lakewood Wildfire Resiliency Code;

WHEREAS, adoption of the Wildfire Resiliency Code requires amending L.M.C. section 14.01.010 to include L.M.C. Chapter 14.31 as one of the Chapters to be cited as the “Lakewood Building Code” or the “Building Code”;

WHEREAS, the Board of Appeals was established by L.M.C. section 12.12.010 and is charged with reviewing proposed additions, changes, or amendments to the City’s building codes and with making recommendations to the City Council with respect to the adoption thereof;

WHEREAS, the Board of Appeals has reviewed, considered, and recommended for adoption, amendments to L.M.C. Chapter 14.01, including listing Chapter 14.01 as one of the Chapters that may be cited as the “Lakewood Building Code” or the “Building Code”:

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

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

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

SECTION 1. Chapter 14.01.010 of the Lakewood Municipal Code is hereby amended as follows:

14.01.010 Citation.

This Title 14, Chapters 14.01 through 14.12, 14.24, and 14.31, including all codes herein adopted, as amended or modified, may be cited as the “Lakewood Building Code” or the “Building Code.”

SECTION 2. This ordinance shall take effect thirty (30) days after adoption by the City Council and final publication by title, including any amendment to such ordinance made by the City Council which shall be included in the full publication of the ordinance to the City’s website, all in accordance with Lakewood City Charter §7.4.

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

I hereby attest and certify that the within and foregoing ordinance was introduced and read on first reading at a hybrid regular meeting of the Lakewood City Council on the 13th day of April 2026; published by title in the Denver Post and in full on the City of Lakewood’s website at [www.lakewood.org](http://www.lakewood.org) on the 16th day of April, 2026; set for public hearing to be held on the 27th day of April, 2026; read, finally passed and adopted by the City Council on the 27th day of April, 2026; and signed by the Mayor on the \_\_\_ day of April, 2026.

\_\_\_\_\_  
Wendi Strom, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Alison McKenney Brown, City Attorney

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**14.01.010 Citation.**

This Title 14, Chapters 14.01 through 14.12, ~~and~~ 14.24, and 14.31, including all codes herein adopted, as amended or modified, may be cited as the "Lakewood Building Code" or the "Building Code."

RESOLUTION NO. 2026-2  
RESOLUTION OF CITY OF LAKEWOOD BOARD OF APPEALS

WHEREAS, City staff has proposed amendments to Chapter 14.01 of the Lakewood Municipal Code (L.M.C.), which incorporate Chapter 14.31 of the L.M.C., into the "Lakewood Building Code";

WHEREAS, pursuant to L.M.C. section 14.12.020(G)(2), the Lakewood Board of Appeals has the responsibility of reviewing all proposed amendments to any codes in Title 14 of the L.M.C. and providing recommendations to City Council thereon; and

WHEREAS, on March 10, 2026, the Board of Appeals held a public hearing to discuss the proposed amendments to Chapter 14.01 of the Lakewood Municipal Code.

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

1. Section 1. The Board of Appeals has reviewed, considered and recommended for adoption amendments to Chapter 14.01 of the Lakewood Municipal Code to incorporate Chapter 14.31 of the Lakewood Municipal Code into the "Lakewood Building Code."
2. Section 2. The adoption of amendments to Chapter 14.01 will promote the health, safety, and welfare of the inhabitants of the City.
3. Section 3. Adoption of amendments to Chapter 14.01 is desirable and necessary in light of local conditions prevailing in the City and the Denver metropolitan area pursuant to Section 14.12.020(G)(1) of the Lakewood Municipal Code.

Motion was made by MEMBER Summers and seconded by MEMBER Vollmer to RECOMMEND the above-referenced decision to the Lakewood City Council, which passed by a vote of 6 to 0. The roll having been called, the vote of the Lakewood Board of Appeals was as follows:

Dennis Mateski  
Diane Vollmer  
Douglas Porter  
Jason Summers  
John Barnhart  
Keith Peetz



Dennis Mateski, CHAIRMAN of the BOA



BERTA SARACINO, Secretary to the  
BOA

CERTIFICATION

I, BERTA SARACINO, Secretary to the City of Lakewood Board of Appeals, do hereby certify that the foregoing is a true copy of a resolution duly adopted by the Lakewood Board of Appeals at a Public Hearing held in Lakewood, Colorado, on the 10<sup>th</sup> day of March, 2026 as the same appears in the minutes of said hearing.

March 10, 2026  
Date approved

Berta Saracino  
Berta Saracino, Secretary to the BOA

# STAFF MEMO

**DATE OF MEETING: APRIL 27, 2026 / AGENDA ITEM NO. 9D**

To: Mayor and City Council  
From: Travis Parker, Chief of the Sustainability & Community Development Branch  
Subject: **Creation of a Permanent Sustainability Advisory Committee**

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## **SUMMARY STATEMENT:**

Ordinance O-2026-16 is provided to the City Council for consideration of establishing a permanent Sustainability Advisory Committee.

## **BACKGROUND INFORMATION:**

Lakewood is at a pivotal moment where achieving its sustainability and climate goals requires stronger collaboration among the City Council, City staff, community members, and regional partners to leverage capacity and resources.

Since fall 2025, the Ad Hoc Sustainability Committee has been meeting to develop recommendations for a new, permanent sustainability advisory body. These discussions included determining the purpose of a permanent committee, the structure of a permanent committee, committee membership, and the anticipated role of the committee in supporting implementation of sustainability initiatives.

The Ad Hoc Sustainability Committee met with the full City Council at the January 26th workshop meeting to discuss the concept of a permanent Sustainability Committee, at which time the City Council was able to provide the Ad Hoc Committee input and feedback.

The proposed committee will enhance coordination between City Council, City staff, and community partners to better support implementation of Lakewood's sustainability and climate goals.

Ordinance O-2026-16 will not change the existing Lakewood Advisory Commission (LAC) Sustainability Subcommittee, which will remain in place. The proposed Sustainability Advisory Committee is intended to elevate and build on the work of the LAC Sustainability Subcommittee by creating a more direct connection to City Council and City staff, and expanding capacity for implementation-focused work.

According to the Ordinance, the proposed committee will consist of eight (8) voting members:

- One (1) City Council member from each ward, appointed through the City Council committee assignment process;
- One (1) representative advocating for local business interests, appointed through the City's standard Screening Committee process; and
- Two (2) members from the LAC Sustainability Subcommittee, selected by the Lakewood Advisory Commission.

This approach leverages the existing expertise within the LAC while establishing a more direct, implementation-focused advisory body. Staff will evaluate how this structure functions over time and may bring forward future recommendations as needed.

**BUDGETARY IMPACTS:** None. Staff support will be provided with existing resources.

**STAFF RECOMMENDATIONS:** Staff recommend City Council approve ordinance O-2026-16 establishing a permanent Sustainability Advisory Committee.

**ALTERNATIVES:** City Council may approve the proposed Ordinance with or without modifications, continue for further discussion, return the Ordinance to the Ad Hoc Sustainability Committee for further discussion, or deny the proposed Ordinance.

**PUBLIC OUTREACH:** This item has been promoted through the regular communication channels to be considered by the Lakewood City Council. The Ad Hoc Sustainability Committee meetings were open to the public, and this proposal has been discussed through multiple public meetings. City Council also provided input during a public workshop on January 26, 2026, which has been incorporated into the proposed structure.

**NEXT STEPS:** Second reading and public hearing of the ordinance is scheduled for April 27, 2026.

**ATTACHMENTS:** 1. Ordinance O-2026-16

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

O-2026-16

AN ORDINANCE

ADDING A NEW CHAPTER 2.59 TO THE LAKEWOOD MUNICIPAL CODE  
ESTABLISHING THE SUSTAINABILITY ADVISORY COMMITTEE

WHEREAS, the City Council of the City of Lakewood (the “City”) is a home rule city of the State of Colorado with full authority to establish ad hoc advisory committees by resolution as provided in Section 4.5 of the City’s Home Rule Charter;

WHEREAS, City Council Resolution 2025-48, adopted on August 25, 2025, established a temporary Ad Hoc Sustainability Committee to identify and prioritize City Council goals within the area of sustainability by recommending the structure, membership and purpose of a new permanent sustainability advisory body;

WHEREAS, the City of Lakewood is committed to advancing sustainability and resilience for the long-term benefit of the community, and acknowledges that meaningful progress requires coordinated action across multiple stakeholders, including City staff and leadership, organizations, businesses, regional partners and active engagement with residents, including youth;

WHEREAS, the City Council desires to establish a permanent sustainability advisory body by adding a new chapter 2.59 to the Lakewood Municipal Code, thereby creating the Lakewood Sustainability Advisory Committee;

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

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

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

SECTION 1. The Sustainability Advisory Committee is hereby established.

SECTION 2. Title 2 of the Lakewood Municipal Code is hereby amended by the addition of a new Chapter 2.59 to read in full as follows:

## CHAPTER 2.59

### SUSTAINABILITY ADVISORY COMMITTEE

#### 2.59.010 Sustainability Advisory Committee Established

There is hereby created and established the Sustainability Advisory Committee (the "Committee") to advise the City Council on sustainability-related policies and initiatives. The purpose of the committee is to guide and promote policies and programs that reduce greenhouse gas emissions, improve environmental resilience, and integrate sustainability into all aspects of City operations and community life.

#### 2.59.020 Rules and Regulations

The Committee may adopt rules and regulations for the purpose of carrying out the provisions of this Chapter.

#### 2.59.030 Policy Development and Use

- A. The Committee shall research, analyze, develop and recommend policies for consideration and possible adoption by the City Council. Some policies may be subject to review and comment by other established Boards and Commissions. The Committee's authority shall extend to the following enumerated and related areas and in other areas as directed by the City Council:
  1. Advise the City Council on sustainability strategies and initiatives that support achievement of the City's sustainability and resilience goals outlined in its Comprehensive Plan;
  2. Collaborate with the City's Sustainability Division, regional partners and community stakeholders to align priorities, leverage limited resources and maximize collective impact; and/or
  3. Identify opportunities for innovation in sustainability practices.
- B. The Committee shall determine its priorities based on those identified at the City Council annual planning workshop, or at such other meeting at which City Council priorities are established.
- C. All policy proposals should address or consider the following guiding principles:
  1. Social equity and environmental justice implications;
  2. Integrated decision making;
  3. Lifecycle and circularity;

4. Level of impact on the City, its residents, and the broader community; and
5. Effect on City resources.

#### 2.59.040 Membership and Terms

- A. *Membership.* The Committee shall consist of eight (8) voting members and include one (1) Councilmember from each Ward. Membership for the Councilmembers shall be determined using the committee assignment process set forth in the Council Policies and Procedures Manual. The remaining three (3) voting members shall include: one (1) individual advocating for local business interests in Lakewood, and two (2) appointees from the Lakewood Advisory Commission Sustainability Subcommittee. The individual advocating for local business interests in Lakewood shall be appointed by the City Council Screening Committee. The two (2) appointees from the Lakewood Advisory Commission Sustainability Subcommittee shall be appointed by the Lakewood Advisory Commission and are not subject to the City Council Screening Committee approval.
- B. *Terms.* All Councilmembers shall be appointed for one (1) year terms to coincide with their position on the City Council. The representative from the local business community shall serve for a one (1) year term. The remaining representatives from the Lakewood Advisory Commission shall serve one (1) year terms to coincide with their position on the Lakewood Advisory Commission. The voting members of the Lakewood Advisory Commission may serve consecutive one (1) year terms for a total of two (2) years and may temporarily delegate their voting power to another representative of the Lakewood Advisory Commission Sustainability Subcommittee in accordance with the Lakewood Advisory Commission's rules and regulations.
- C. *Vacancies.* In the event a Councilmember fails to complete the one (1) year term, a replacement shall be appointed using the committee assignment process set forth in the Council Policies and Procedures Manual. In the event the representative from the local business community fails to complete the one (1) year term, the Screening Committee may appoint a new member representing local business interests in Lakewood. In the event the Lakewood Advisory Commission appointees fail to complete the term or cannot fill the two (2) voting membership positions, the City Council Screening Committee may elect appoint a new member(s).
- D. *Removal.* The chairperson of the Sustainability Committee may refer any member of the Committee who is not a City Council Member to the Screening Committee for removal from the Committee when such Member has missed thirty percent (30%) of the meetings of the Committee, all in accordance with the policies of the Screening Committee as established by the City Council.

2.59.050 Staffing

A staff liaison from the Community Sustainability, Climate & Zero Waste division of the Sustainability and Community Development Department will work with the City Clerk's Office to assure that meeting notices and meeting minutes are appropriately posted and that the committee has the necessary staff support for its meetings.

2.59.060 Meetings

- A. *Schedule*. The Committee shall establish a regular meeting schedule and may adjust its schedule as needed.
- B. *Voting*: For purposes of Committee action, a quorum of the Committee shall consist of four (4) members of the Committee in attendance. A majority vote of the Committee present in favor of a proposed policy shall result in the policy being presented to City Council with the Committee's recommendation of approval. A tie vote of the Committee members present shall result in the proposed policies being presented in summary form to the City Council with no recommendation. In all cases, a policy presented with no recommendation may nevertheless be adopted by the City Council, rejected by the City Council, or remanded to the Committee.
- C. *Election of Officers*. At its first meeting each calendar year the Committee shall select a chairperson and vice chairperson from among the members by simple majority vote.

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

SECTION 4. 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 XX<sup>nd</sup> day of \_\_\_\_, 2026; 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 XX<sup>th</sup> day of \_\_\_\_, 2026; set for public hearing to be held on the XX<sup>th</sup> day of \_\_\_\_, 2026; read, finally passed and adopted by the City Council on the XX<sup>th</sup> day of \_\_\_\_, 2026; and signed by the Mayor on the XX<sup>th</sup> day of \_\_\_\_, 2026.

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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

# STAFF MEMO

**DATE OF MEETING: APRIL 27, 2026 / AGENDA ITEM NO. 10**

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: APRIL 27, 2026 / AGENDA ITEM NO. 10A**

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