



City of Arvada

City Council Agenda

OCTOBER 16, 2023
CITY COUNCIL CHAMBERS
Regular Business

Councilmembers:

Marc Williams, Mayor
David Jones, Mayor Pro-Tem
Lisa Feret, At large
Bob Fifer, At large
John Marriott, District 3
Randy Moorman, District 1
Lauren Simpson, District 2

Staff Members Usually Present:

Lorie Gillis, City Manager
Linda Haley, Deputy City Manager
Don Wick, Deputy City Manager
Rachel Morris, City Attorney
Jacqueline Rhoades, Director of Public Works
Sharon Israel, Director of Utilities
Jessica Garner, Director of Community & Econ. Dev.
Bryan Archer, Director of Finance
Gabriella Bommer, Director of Human Resources
Rachael Kuroiwa, Director of Communications & Engagement
Kristen Rush, City Clerk

Info: 720-898-7550

CITY COUNCIL MEETING – CITY COUNCIL CHAMBERS

6:00 PM

1. Call to Order - 6:00 PM
2. Moment of Reflection and Pledge of Allegiance - Councilmember Feret
3. Roll Call of Councilmembers
4. Approval of Minutes
 - A. October 2, 2023 City Council Meeting
5. Recognitions and Communications
 - A. Recognition of Dr. Michele Haney, Red Rocks Community College - Presented by Mayor Marc Williams
 - B. Recognition of Macron Select Basketball Team - Presented by Councilmember Marriott
6. Presentations - None
7. Public Comment on Issues not Scheduled on Agenda - Three Minute Limit
8. New Business
 - A. Consent Agenda
 1. R23-084, A Resolution Adopting the Amended Administrative Fee Schedule for Building Safety Division Permits and Services Pursuant to Chapter 18, Buildings and Building Regulations, of the Arvada City Code

2. R23-085, A Resolution Adopting the Amended Fee Schedule for Land-Use Pursuant to Chapter 74, Planning and Development, of the Arvada City Code
3. R23-086, A Resolution Adopting the Amended Fee Schedule for Rights-of-Way Work Permits and Services Pursuant to Chapter 78, Public Improvements, of the Arvada City Code
4. R23-087, A Resolution Authorizing an Agreement By and Between the City of Arvada and AGL Construction Company for Services Related to the Utilities Service Line Investigation and Replacement Project in an Amount Not to Exceed \$640,000.00 for All Phase I Services
5. R23-088, A Resolution Authorizing Change Order No. 2 to an Agreement by and between the City of Arvada and Ulteig Operations, LLC, for Owner's Representative Services for the West 72nd Avenue- Kipling Street to Simms Street Project in an Amount not to Exceed \$2,085,552.00" for a Revised Total Contract Amount not to Exceed \$2,614,519.00
6. R23-089, A Resolution Authorizing a Four Month Extension of Two Leases by and Between the City of Arvada and The United States Postal Service for Lease of The Building At 5885 Allison Street and For Lease of The Parking Lot At 5886 Ammons Street

B. Resolutions

1. R23-090, A Resolution Authorizing the Third Amendment to the Intergovernmental Agreement By and Between the Urban Drainage and Flood Control District D/B/A Mile High Flood District and the City of Arvada for Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for Ralston Creek at Croke Canal (Presenter: Melanie Walter, Engineering Manager)
2. R23-091, A Resolution Authorizing an Intergovernmental Agreement By and Between the Urban Drainage and Flood Control District d/b/a Mile High Flood District and the City of Arvada, Regarding Design and Construction of Drainage and Flood Control Improvements for Van Bibber Creek from Oak Street to Kipling Parkway (Presenter: Melanie Walter, Engineering Manager)

C. Ordinances (First Reading) - None

9. Other

10. Public Hearings - 6:15 PM

- A. CB23-025, An Ordinance Amending Various Sections of Chapter 102, Utilities, of the Arvada City Code Pertaining to Water Users Rates and Bimonthly Service Charges (Ordinance No. 4858) (Presenter: Sharon Israel, Director of Utilities)
- B. CB23-026, An Ordinance Amending Section 102-206 of Chapter 102, Utilities, of the Arvada City Code Pertaining to Wastewater Users Rates and Bimonthly Service Charges and Section 102-355 of Chapter 102, Utilities, of the Arvada City Code Pertaining to Stormwater Users Rates (Ordinance No. 4859) (Presenter: Sharon Israel, Director of Utilities)
- C. CB23-027, An Ordinance Appropriating Funds for Fiscal Year 2024 (Ordinance No. 4860) (Presenter: Bryan Archer, Director of Finance)
 1. R23-092, A Resolution Adopting the Budget for Fiscal year 2024
 2. R23-093, A Resolution Adopting the 2024 Capital Improvement Fund Budget and Allocating for Specific Projects in 2024
 3. R23-094, A Resolution Adopting the Pay Plan for Fiscal Year 2024
- D. CB23-028, An Ordinance Certifying the City of Arvada Mill Levy for 2023 for the Board of County Commissioners for Jefferson and Adams Counties (Ordinance No. 4861) (Presenter: Bryan Archer, Director of Finance)
- E. CB23-029, An Ordinance Repealing and Reenacting Chapter 70, Personnel Rules, of the Arvada City Code (Ordinance No. 4862) (Presenter: Gabriella Bommer, Director of Human Resources)

11. Public Comment - Five Minute Limit

12. Reports from City Council

A. Council Committee Reports

13. Reports from City Manager

A. Review of Future Workshops and Presentations

14. Reports from City Attorney

15. Adjournment



SUMMARY OF MINUTES OF THE MEETING OF THE ARVADA CITY COUNCIL HELD OCTOBER 2, 2023

1. Call to Order - 6:00 p.m.

This Arvada City Council meeting was a hybrid meeting using webinar technology. Mayor Williams, Mayor Pro Tem Jones, Councilmember Feret, Councilmember Fifer, Councilmember Marriott, Councilmember Moorman and Councilmember Simpson were all present in chambers.

Members of the public were given notice with instructions on how to participate with public comment.

2. Moment of Reflection and Pledge of Allegiance

3. Roll Call of Councilmembers

Those Present: Mayor Marc Williams, Mayor Pro Tem David Jones, Councilmember Lisa Feret, Councilmember Bob Fifer, Councilmember John Marriott, Councilmember Moorman, Councilmember Lauren Simpson

Also Present: Lorie Gillis, City Manager, Rachel Morris, City Attorney; Linda Haley, Deputy City Manager; Don Wick, Deputy City Manager; Bryan Archer, Director of Finance; Rob Smetana, Acting Director of Community and Economic Development; Candice Svoboda, Assistant to the City Manager, Liz Johnson, Manager of Communications and Marketing, and Kristen Rush, City Clerk.

4. Approval of Minutes – A. September 11 and 18, City Council Meeting

The minutes stand approved.

5. Recognition and Communication – None

6. Presentations – None

7. Public Comment –

- A.** Lynn Clemmons, Arvada resident, addressed council regarding traffic on McIntyre St.
- B.** Dean Maltese, Arvada resident, addressed council regarding the homeless in Olde Town
- C.** Allison Maltese, Arvada resident, addressed council regarding the homeless in Olde Town
- D.** Katie Winner, Arvada resident, thanked Mayor Pro Tem Jones and the rest of council for their service to the community.

8. New Business

- A.** Consent Agenda

1. R23-079 A Resolution Authorizing An Agreement by and Between the City of Arvada and H&H Cattle Co, LLC for the Lease of Grazing Land Near the Blunn/Pioneer Recreational Space
2. R23-082 A Resolution Authorizing an Agreement Between the City of Arvada and Carollo Engineers, Inc. For Final Design and Construction Phase Services Relating to the North Trunk Line Sanitary Sewer Improvements in an Amount not to Exceed \$598,912.00 in the First Year
3. R23-083 A Resolution Accepting a Permanent Water Line Easement from Kevin and Theadorea Smith, 14803 W. 72nd Ave., Arvada, CO 80007

Councilmember Marriott moved that R23-079, A Resolution Authorizing An Agreement by and Between the City of Arvada and H&H Cattle Co, LLC for the Lease of Grazing Land Near the Blunn/Pioneer Recreational Space; R23-082, A Resolution Authorizing an Agreement Between the City of Arvada and Carollo Engineers, Inc. For Final Design and Construction Phase Services Relating to the North Trunk Line Sanitary Sewer Improvements in an Amount not to Exceed \$598,912.00 in the First Year; R23-083, A Resolution Accepting a Permanent Water Line Easement from Kevin and Theadorea Smith, 14803 W. 72nd Ave., Arvada, CO 80007, be approved.

The following votes were cast on the Motion:

Those voting Yes: Williams, Jones, Feret, Fifer, Marriott, Moorman, Simpson

The Motion was Approved

B. Resolutions - None

C. Ordinances (First Reading) –

1. CB23-025 An Ordinance Amending Various Sections of Chapter 102, Utilities, of the Arvada City Code Pertaining to Water Users Rates and Bimonthly Service Charges (Public Hearing to be set for October 16, 2023) (Presenter: Sharon Israel, Director of Utilities)
2. CB23-026 An Ordinance Amending Section 102-206 of Chapter 102, Utilities, of the Arvada City Code Pertaining to Wastewater Users Rates and Bimonthly Service Charges and Section 102-355 of Chapter 102, Utilities, of the Arvada City Code Pertaining to Stormwater Users Rates (Public Hearing to be set for October 16, 2023) (Presenter: Sharon Israel, Director of Utilities)
3. CB23-027 An Ordinance Appropriating Funds for Fiscal Year 2024 (Public Hearing to be set for October 16, 2023, at 6:15 p.m.)
4. CB23-028 An Ordinance Certifying the City of Arvada Mill Levy for 2023 for the Board of County Commissioners for Jefferson and Adams Counties (Public Hearing to be set for October 16, 2023, at 6:15 p.m.)
5. CB23-029 An Ordinance Repealing and Reenacting Chapter 70, Personnel Rules, of the Arvada City Code (Public Hearing to be set for October 16, 2023, at 6:15 p.m.)

Mayor Pro Tem Jones moved that CB23-025, An Ordinance Amending Various Sections of Chapter 102, Utilities, of the Arvada City Code Pertaining to Water Users Rates and Bimonthly Service Charges; CB23-026, An Ordinance Amending Section 102-206 of Chapter 102, Utilities, of the Arvada City Code Pertaining to Wastewater Users Rates and Bimonthly Service Charges and Section 102-355 of Chapter 102, Utilities, of the Arvada City Code Pertaining to Stormwater Users Rates; CB23-027, An Ordinance Appropriating Funds for Fiscal Year 2024; CB23-028, An Ordinance Certifying the City of Arvada Mill Levy for 2023 for the Board of County Commissioners for Jefferson and Adams Counties; CB23-029, An Ordinance Repealing and Reenacting Chapter 70, Personnel Rules, of the Arvada City Code, be approved on first reading, ordered published in full, and a public hearing date to be set for October 16, 2023 at 6:15 p.m.

The following votes were cast on the Motion:

Those voting Yes: Williams, Jones, Feret, Fifer, Marriott, Moorman, Simpson
The Motion was Approved

9. Other - None

10. Public Hearings –

- A. CB23-023 An Ordinance Vacating a Parcel of Right-of-Way Located at Approximately Marshall Court and West 55th Place, City of Arvada, County of Jefferson, State of Colorado for the Family Tree Affordable Housing Development.(Ordinance No. 4856) (Presenter: Rob Smentana, Planning Manager)

Mayor Williams opened the public hearing on CB23-023

Rob Smetana, Planning Manager, reviewed this item with council and stated that the posting logs and mailing affidavit have been received and are in order. Mayor Williams made them a part of the official record, along with the staff report.

No one wishing to speak for or against, the public hearing was closed.

Councilmember Feret moved that CB23-023, An Ordinance Vacating a Parcel of Right-of-Way Located at Approximately Marshall Court and West 55th Place, City of Arvada, County of Jefferson, State of Colorado for the Family Tree Affordable Housing Development, be approved on final reading, numbered 4856 and ordered published by title only.

The following votes were cast on the Motion:

Those voting Yes: Williams, Jones, Feret, Fifer, Marriott, Moorman, Simpson
The Motion was Approved

- B. CB23-024 An Ordinance Amending Article IV, Engineering Code of Standards and Specifications, of Chapter 78, Public Improvements, of the Arvada City Code, Thereby Repealing the Existing Engineering Code of Standards and Specifications for Design and Construction of Public Improvements dated July 26, 2022 and Adopting a New Code Titled Engineering Code of Standards and

Specifications Dated August 21, 2023 (Ordinance No. 4857) (Presenter: Jenny Wolfschlag, City Engineer)

Mayor Williams opened the public hearing on CB23-024.

Jenny Wolfschlag, City Engineer, reviewed this ordinance with council.

No one wishing to speak for or against, the public hearing was closed.

Councilmember Fifer moved that CB23-024, An Ordinance Amending Article IV, Engineering Code of Standards and Specifications, of Chapter 78, Public Improvements, of the Arvada City Code, Thereby Repealing the Existing Engineering Code of Standards and Specifications for Design and Construction of Public Improvements dated July 26, 2022 and Adopting a New Code Titled Engineering Code of Standards and Specifications Dated August 21, 2023, be approved on final reading, numbered 4857 and ordered published by title only.

The following votes were cast on the Motion:

Those voting Yes: Williams, Jones, Feret, Fifer, Marriott, Moorman, Simpson
The Motion was Approved

11. Public Comment - Five Minute Limit – none
12. City Council Reports –
 - A. Councilmember Marriott said that he was appointed to the Rocky Mountain Metropolitan Airport Advisory Board for another two-year term.
13. City Manager Reports – none
14. City Attorney Reports – none
15. Adjournment at 6: 30 p.m.

Marc Williams, Mayor

SEAL:

Kristen R. Rush, City Clerk



REPORT TO CITY COUNCIL

AGENDA ITEM
5.A.

TO: THE HONORABLE CITY COUNCIL

DATE: October 16, 2023

SUBJECT: Recognition of Dr. Michele Haney, Red Rocks Community College - Presented by Mayor Marc Williams

Report in Brief

City Council will recognize Dr. Michele Haney on her retirement from Red Rocks Community College.

Prepared by:

Chris Koch, CCO Admin

Reviewed by:

Toni Riebschlager, Law Office Administrator 9/26/2023

Laura Hemler, Assistant City Attorney 9/26/2023

Approved by:

Linda Haley, Deputy City Manager 9/26/2023

Rachel Morris, City Attorney 9/29/2023

Lorie Gillis, City Manager 10/3/2023

Enclosure, exhibits & attachments required to support the report

WHEREAS, Dr. Michele Haney, President of Red Rocks Community College (RRCC) announced her retirement effective January 2024, culminating a 15-year tenure with RRCC and a 31-year career with the Colorado Community College System (CCCS); and

WHEREAS, Red Rocks Community College serves about 10,000 students across its two campuses in Lakewood and Arvada each year and is one of the largest colleges in the Colorado Community College System; and

WHEREAS, Dr. Haney, over her decades-long career as a college president has rolled out cutting-edge academic programs, brought in wraparound supports for students, and forged deep relations with Colorado business and industry; and

WHEREAS, Dr. Haney spearheaded a successful philanthropic campaign to build the Arvada campus and overhaul the college's academic and training options and under her tenure, Red Rocks Community College became the first community college in the country to offer a master's degree, launching a Physician Assistant Studies program that celebrated its first graduate in 2010, and the college was also an early adopter of Bachelors of Applied Science degrees, creating programs in water quality management and secure software development that align with local workforce demands; and

WHEREAS, Dr. Haney has, in recent years, positioned Red Rocks Community College as a premier regional partner and in 2021 she helped launch the Mines Academy, which guarantees RRCC students admission to any four-year degree program at the prestigious Colorado School of Mines and she also worked with Northrop Grumman to launch the first government-recognized cybersecurity apprenticeship in Colorado in 2019.

NOW, THEREFORE, the Arvada City Council congratulates and thanks Dr. Michele Haney for her 15-year tenure with Red Rocks Community College and her 31-year career serving the Colorado Community College System and wishes her only the very best in the future.

Dated this 16th day of October, 2023.

Marc Williams, Mayor

David Jones, Mayor Pro Tem

Bob Fifer, Councilmember

Lauren Simpson, Councilmember

John Marriott, Councilmember

Lisa Feret, Councilmember

Randy Moorman, Councilmember



REPORT TO CITY COUNCIL

AGENDA ITEM
5.B.

TO: THE HONORABLE CITY COUNCIL

DATE: October 16, 2023

SUBJECT: Recognition of Macron Select Basketball Team - Presented by Councilmember Marriott

Report in Brief

The Macron Select 14 and Under Girls Basketball Team is part of the B&B Basketball Academy which is made up of players from Arvada and the surrounding area. The team recently traveled to Slovenia and Italy to participate in an International Basketball Academy showcase where they represented the United States and the City of Arvada.

Macron Select is led by Coach George Grkinich who takes pride in his players excelling athletically, academically and by serving as leaders in their schools and their communities. The team was hosted by the Mayor of Sezana, Slovenia, before they competed against the 17 and under Slovenian National Team.

Macron Select is currently planning a return to Europe next Summer where they will compete against Croatia, Bosnia and Slovenia in a weekend tournament. The City of Arvada proudly recognizes the Macron Select team in their work of international competition as Arvada Ambassadors.

Prepared by:

Chris Koch, CCO Admin

Reviewed by:

Toni Riebschlager, Law Office Administrator 9/26/2023

Laura Hemler, Assistant City Attorney 9/26/2023

Approved by:

Linda Haley, Deputy City Manager 9/26/2023

Rachel Morris, City Attorney 9/29/2023

Lorie Gillis, City Manager 10/3/2023

Enclosure, exhibits & attachments required to support the report

presented to

MACRON SELECT BASKETBALL TEAM

*In recognition of being “Arvada Ambassadors” by
representing Arvada and the United States in the International
Basketball Academy in Italy and Slovenia*

Presented this 16th day of October, 2023

Marc Williams, Mayor

David Jones, Mayor Pro Tem

Bob Fifer, Councilmember

John Marriott, Councilmember

Randy Moorman, Councilmember

Lauren Simpson, Councilmember

Lisa Feret, Councilmember



REPORT TO CITY COUNCIL

AGENDA ITEM
8.A.

TO: THE HONORABLE CITY COUNCIL

DATE: October 16, 2023

SUBJECT: Consent Agenda

Report in Brief

- 1.R23-084, A Resolution Adopting the Amended Administrative Fee Schedule for Building Safety Division Permits and Services Pursuant to Chapter 18, Buildings and Building Regulations, of the Arvada City Code
2. R23-085, A Resolution Adopting the Amended Fee Schedule for Land-Use Pursuant to Chapter 74, Planning and Development, of the Arvada City Code
3. R23-086, A Resolution Adopting the Amended Fee Schedule for Rights-of-Way Work Permits and Services Pursuant to Chapter 78, Public Improvements, of the Arvada City Code
4. R23-087, A Resolution Authorizing an Agreement By and Between the City of Arvada and AGL Construction Company for Services Related to the Utilities Service Line Investigation and Replacement Project in an Amount Not to Exceed \$640,000.00 for All Phase I Services
5. R23-088, A Resolution Authorizing Change Order No. 2 to an Agreement by and between the City of Arvada and Ulteig Operations, LLC, for Owner's Representative Services for the West 72nd Avenue- Kipling Street to Simms Street Project in an Amount not to Exceed \$2,085,552.00" for a Revised Total Contract Amount not to Exceed \$2,614,519.00
6. R23-089, A Resolution Authorizing a Four Month Extension of Two Leases by and Between the City of Arvada and The United States Postal Service for Lease of The Building At 5885 Allison Street and For Lease of The Parking Lot At 5886 Ammons Street

Suggested Motion: Moved by: _____ I move that the Consent Item(s),
Number(s) _____
be
(Removed from the Consent Agenda and Heard Upon Item _____) (Referred to a Workshop) (Postponed
Indefinitely).

YES _____ NO _____ ABSENT _____

That All/Remaining Consent Items be (Approved) (Rejected).

YES _____ NO _____ ABSENT _____

Prepared by:
Chris Koch, CCO Admin

SUBJECT: Consent Agenda	PAGE: 2 ITEM: 8.A.
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Reviewed by:

Approved by:

Enclosure, exhibits & attachments required to support the report



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.1.

TO: THE HONORABLE CITY COUNCIL

DATE: October 16, 2023

SUBJECT: R23-084, A Resolution Adopting the Amended Administrative Fee Schedule for Building Safety Division Permits and Services Pursuant to Chapter 18, Buildings and Building Regulations, of the Arvada City Code

Report in Brief

The resolution updates the Administrative Fee Schedules for the Building Inspection Division Building Permits and Inspections. The fee schedule is effective January 1, 2024.

The Arvada team recommends that the City Council approve R23-084, A Resolution Adopting the Amended Administrative Fee Schedule for Building Safety Division Permits and Services Pursuant to Chapter 18, Buildings and Building Regulations, of the Arvada City Code.

Financial Impact

Depending on the number and types of permits processed in 2024, these changes should have little to no net impact on fees and taxes collected for building projects. The Use Tax calculation will remain unchanged from 2023 as will the material cost estimate of 58% of the total valuation. Use tax collections should increase approximately 2% assuming permit activity remains the same. It's worth noting use tax collections could be higher in the coming years due to the size of anticipated multi-family projects slated for construction. However, these fees still remain consistent with surrounding metro jurisdictions.

Background

The Building Permit Fee Schedule is being updated, in accordance with Ordinance Chapter 18 requirements, following the standard methodology established in 2016, using national valuation estimates and regional modifiers for the Denver area. In addition, flat fees are being modified to include a modest increase using the same methodology as the increases to the valuation table, slowly bringing these fees more in line with the cost of providing these inspections, plan review, and permitting services.

Discussion

Per our standard annual update process, the International Code Council August 2023 Valuation table has been modified by the 2023 RS Means Building Construction Cost multiplier for the Denver area. The Use Tax calculation will remain unchanged from 2023 as will the material cost estimate of 58% of the total valuation. Table 18-1 of the Building Permit Fee Schedule was updated in 2021 and will remain unchanged. Contractor license fees will also remain unchanged.

As a result of this update, the per-square-foot cost shown in Table 18-2 of the Building Permit Fee Schedule will decrease a modest 1% and 2% for all residential and commercial categories and types of construction. Depending on the number and types of permits processed in 2024, these changes should have little to no net impact on fees and taxes collected for building projects.

In addition to the changes in Tables 18-2, the flat rate fees noted in Tables 18-3 through 18-6 have been reviewed and an increase of 4.7% (rounded) is being proposed for these fees. The 4.7% increase will help offset the overall increase in cost to provide Building Division services and is consistent with the Planning and Engineering Departments. The fee schedule update remains modest enough to encourage customers to obtain permits and inspections and ensure safe installations for even the smallest projects. These fees still remain in line with, if not typically lower, than other metro jurisdictions.

SUBJECT: R23-084, A Resolution Adopting the Amended Administrative Fee Schedule for Building Safety Division Permits and Services Pursuant to Chapter 18, Buildings and Building Regulations, of the Arvada City Code	PAGE: 2 ITEM: 8.A.1.
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Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The recommended action aligns with the Community and Economic Development Priority Area within the City Council Strategic Plan.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R23-084, A Resolution Adopting the Amended Administrative Fee Schedule for Building Safety Division Permits and Services Pursuant to Chapter 18, Buildings and Building Regulations, of the Arvada City Code.

Suggested Motion:

I move that R23-084, A Resolution Adopting the Amended Administrative Fee Schedule for Building Safety Division Permits and Services Pursuant to Chapter 18, Buildings and Building Regulations, of the Arvada City Code, be (approved) (rejected).

Prepared by:

Josie Suk, Development Systems and Administrative Manager

Reviewed by:

Approved by:

Justin Clark, Chief Building Official	9/20/2023
Jessica Garner, Director of Community and Economic Development	9/21/2023
Gail Walker, Legal Specialist-Contracts	9/21/2023
Emily Grogg, Senior Assistant City Attorney	9/21/2023
Rachel Morris, City Attorney	9/25/2023
Linda Haley, Deputy City Manager	9/25/2023
Lorie Gillis, City Manager	9/28/2023

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R23-084

A RESOLUTION ADOPTING THE AMENDED ADMINISTRATIVE FEE SCHEDULE
FOR BUILDING SAFETY DIVISION PERMITS AND SERVICES PURSUANT TO
CHAPTER 18, BUILDINGS AND BUILDING REGULATIONS, OF THE ARVADA CITY
CODE

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
ARVADA, COLORADO:

Section 1. Administrative Fee Schedule for Building Safety Division Permits and Services pursuant to Chapter 18, Buildings and Building Regulations of the Arvada City Code, which is in substantially the same form as that attached below, is hereby amended.

Section 2. Any prior version of said Fee Schedules inconsistent with that set forth below is amended to conform herewith.

Section 3. The Fee Schedules set forth herein shall be effective January 1, 2024.

Section 4. This resolution shall be effective upon its approval by the City Council.

APPROVED AND ADOPTED this 16th day of October, 2023.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:
Rachel A. Morris, City Attorney

By: _____

ADMINISTRATIVE FEE SCHEDULE
FOR
BUILDING SAFETY DIVISION PERMITS AND SERVICES AS
REFERENCED IN CHAPTER 18 OF THE ARVADA CITY CODE
EFFECTIVE JANUARY 1, 2024

	<u>Page</u>
Building Permits (Table 18-1)	1
Building Valuation (Table 18-2)	2
Miscellaneous Inspections and Other Fees (Table 18-3)	3
Foundation Only Permits (Table 18-4)	4
Miscellaneous Permits – Residential (Table 18-5)	4
Roofing Valuation – Estimated (Table 18-6)	5
Plan Review (Table 18-7)	6
Temporary Certificate of Occupancy (Table 18-8)	6
Contractor Licensing (Table 18-9)	7

BUILDING PERMITS
Table 18-1

Total Valuation	Fee
\$1.00 to \$500.00	\$34.00
\$501.00 to \$2,000.00	\$34.00 for the first \$500.00 plus \$3.05 for each additional \$100.00 or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$79.75 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$401.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$654.25 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1,004.25 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,244.25 for the first \$500,000.00 plus \$4.85 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00

\$1,000,001.00 and up	\$5,669.25 for the first \$1,000,000.00 plus \$3.45 for each additional \$1,000.00 or fraction thereof.
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Combination permit defined. A permit that is issued to the general contractor or the primary contractor and includes the subcontractor's valuation and fees as a part of the permit. Only a combination permit shall be issued where more than one category of work, such as building, electrical, plumbing, or HVAC, is involved. Exception: The building official may allow separate permits to be issued when a general contractor is not required for the scope of work involved, or when the building official finds good cause.

Separate commercial permits. When work is done by a subcontractor and is not part of a combination permit, the valuation used to determine the permit fee will be based on the actual contract value of the work being done. If the work is part of a combination permit and the subcontractor's contract value is unknown, the value will be assumed to be ten (10) percent of the overall combination permit valuation for each contractor.

Residential combination permits for single family detached or attached homes. When a combination permit is issued for a new single-family dwelling unit, the fee assessed for the electrical, heating, and plumbing subcontractors shall be equal to thirty (30) percent of the calculated building permit fee.

BUILDING VALUATION

Table 18-2^{a,b,c,d,e}

Numbers represent estimated dollar cost per square foot (.09 m²) of construction.

92.3% of August 2023 ICC Building Valuation table, as per RS Means Building Construction Cost Data, 81 st annual addition, 2023	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	310.02	299.58	292.53	281.45	264.78	256.59	272.85	245.53	237.71
A-1 Assembly, theaters, without stage	283.72	273.28	266.23	255.13	238.47	230.28	246.55	219.22	211.41
A-2 Assembly, nightclubs	249.15	241.76	234.88	226.91	212.80	206.74	218.76	193.43	187.17
A-2 Assembly, restaurants, bars, banquet halls	248.23	240.83	233.03	225.99	210.96	205.81	217.84	191.58	186.25
A-3 Assembly, churches	287.86	277.42	270.37	259.27	243.02	243.83	250.68	223.78	215.96
A-3 Assembly, general, community halls, libraries, museums	245.58	235.14	227.16	216.99	199.67	192.40	208.41	180.41	173.53
A-4 Assembly, arenas	282.79	364.65	264.38	254.21	236.62	229.36	245.62	217.73	210.49
A-5 Assembly, amusement/stadiums	282.79	364.65	264.38	254.21	236.62	229.36	245.62	217.73	210.49
B Business	240.61	231.79	223.23	213.81	194.74	187.11	205.42	171.87	164.11
E Educational	252.40	243.63	235.93	226.17	211.08	200.29	218.39	184.93	179.00
F-1 Factory and industrial, moderate hazard	147.86	141.01	132.30	127.96	114.03	108.36	122.27	94.55	88.54
F-2 Factory and industrial, low hazard	146.94	140.09	132.30	127.04	114.03	107.44	121.35	94.55	87.62
H-1 High Hazard, explosives	137.95	131.10	123.31	118.05	105.33	98.73	112.36	85.83	--
H234 High Hazard	137.95	131.10	123.31	118.05	105.33	98.73	112.36	85.83	78.91
H-5 HPM	240.61	231.79	223.23	213.81	194.74	187.11	205.42	171.87	164.11
I-1 Institutional, supervised environment	242.02	233.47	225.49	217.52	198.83	193.34	217.56	178.89	173.27
I-2 Institutional, hospitals	400.72	391.89	283.34	373.92	353.83	--	356.52	330.96	--
I-2 Institutional, nursing homes	278.75	269.93	261.37	251.95	234.28	--	243.56	211.41	--

I-3 Institutional, restrained	273.07	264.26	255.69	246.28	228.85	220.31	237.89	205.98	196.38
I-4 Institutional, day care facilities	242.02	233.47	225.49	217.52	198.83	193.34	217.56	178.89	173.27
M Mercantile	185.86	178.47	170.67	163.62	149.26	144.12	155.47	129.89	124.55
R-1 Residential, hotels	244.29	235.74	227.76	219.79	201.53	196.04	219.83	181.60	175.98
R-2 Residential, multiple family	204.27	195.73	187.75	179.78	162.41	156.91	179.81	142.47	136.86
R-3 Residential, one- and two-family	193.47	188.05	183.62	180.09	173.90	167.47	177.00	162.31	152.91
R-4 Residential, care/assisted living facilities	242.02	233.47	225.49	217.52	198.83	193.34	217.56	178.89	173.27
S-1 Storage, moderate hazard	137.02	130.17	121.46	117.12	103.48	97.81	111.44	83.99	77.99
S-2 Storage, low hazard	136.10	129.25	121.49	116.20	103.48	96.88	110.52	83.99	77.99
U Utility, miscellaneous	105.30	99.10	92.19	88.23	78.57	73.41	83.98	62.20	59.24
Basement Finish – Added Cost	--	--	--	--	--	--	--	--	30.44
Canopies (banks, gas stations)	--	--	--	--	--	--	--	--	58.13
Carports	--	--	--	--	--	--	--	--	25.11
Decks	--	--	--	--	--	--	--	--	26.61
Deck (with patio cover)	--	--	--	--	--	--	--	--	33.48
Sunspaces	--	--	--	--	--	--	--	--	58.59
Offices (tenant finish)	45.71	45.71	45.71	45.71	47.71	45.71	45.71	45.71	45.71
R-2, R-3 Detached Garage Monolithic Slab	--	--	--	--	--	--	--	--	38.74

- Private garages attached or with a full foundation – use Utility, miscellaneous
- Commercial open or enclosed parking garages - use S-2 Storage, low hazard
- Unfinished basements (all use groups) = \$29.07 per SF
- Add 0.5 percent to total cost for each story over three
- Deduct 20 percent for shell-only buildings

Buildings or structures not listed above shall be valued at contract price submitted by the contractor or actual value as submitted by the architect.

USE TAX CALCULATION

Use Tax calculations are based on the building valuation, using 58% materials and 42% labor. The source for the materials / labor split is RS Means Building Construction Cost Data 2023, City Cost Indexes for the Denver, Colorado area.

MISCELLANEOUS INSPECTIONS AND OTHER FEES

Table 18-3

Temporary construction power	\$56.50
Residential service charge	\$56.50
Detached signs	\$52.00
Attached signs	\$28.00
Electrical fee for signs (not required for disconnect/reconnect of electrical for replacement signs)	\$52.00
Fences exceeding 6' in height based on actual valuation	Use Table 18-1
Commercial cell sites based on actual valuation	Use Table 18-1

Construction Sales Trailer	\$209.00
Permit fees for temporary membrane structures, tents, and canopies	\$75.00 per installation/event
Inspections outside of normal business hours (minimum charge - two (2) hours)	\$75.00 per hour*
Reinspection fees assessed under provisions of Chapter 18 of the Arvada City Code	\$75.00*
Inspections for which no fee is specifically indicated (minimum charge one-half (1/2) hour)	\$75.00 per hour*
Additional plan review required by changes, additions or revisions to plans (minimum charge - one-half (1/2) hour).	\$75.00 per hour*
Issuance of new permit following suspension or abandonment of previously permitted work (minimum charge - one (1) hour)	\$75.00 per hour*
Issuance of new permit for change of contractor on existing job (minimum charge – one (1) hour)	\$75.00 per hour*
Use of outside consultants for plan checking and inspections, or both	Actual costs (including administrative and overhead costs)

* Or the total hourly cost to the city, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages, and benefits of the employees involved.

Fees for other miscellaneous permits and commercial work shall be based on actual contract value of the work as per Table 18-1.

FOUNDATION ONLY PERMITS
Table 18-4

One- and two-family buildings	\$269.50
Multifamily buildings	\$403.00
Commercial buildings	\$673.00

MISCELLANEOUS PERMITS– RESIDENTIAL *
Table 18-5

Air Conditioners**	\$52.00
Awnings	\$52.00
Demolition	\$64.00 (minor-interior) \$128.50 (major-building)
Generator	\$52.00

Evaporative Coolers/Heat Pumps	\$52.00
Furnace Replacement**	\$52.00
Gas Logs/Inserts	\$52.00
Hot Tubs & Above-Ground Pools (In-Ground Pools--use Table 7-19a)	\$52.00
House Moving	\$214.00
Backflow Preventer	\$52.00
Replacement Windows (no structural alterations) (if structural alterations use Table 18-1)	\$52.00
Residential Elevator or Dumbwaiter/Chairlift	\$128.50
Retaining Walls Greater than 4' or Supporting a Surcharge	\$52.00
Roofing	Use Table 18-1
Siding	\$52.00
Solar Hot Water	\$52.00
Solar Photovoltaic Panels	\$52.00
Water Heaters**	\$52.00
Wood Burning Stoves	\$52.00

* The permit fees assessed under Table 18-1 cover the cost of all permit fees related to the specific permit type.

Exception: Minor electric wiring is included, but a service change or upgrade is not included in this permit fee.

** If permit application includes installation of more than one appliance listed in Table 18-5, the fee is \$78.50.

Fees for plumbing permits, mechanical permits, electrical permits, and other miscellaneous permits and commercial work shall be based on actual contract amount of the work as determined by Table 18-1.

ROOFING VALUATION *
Table 18-6

3-tab	\$178.00 per 100 sf (9.3 m ²)
Shakes (untreated)	\$416.00 per 100 sf (9.3 m ²)
Light-weight tile roofs	\$416.00 per 100 sf (9.3 m ²)

Dimensional shingles	\$238.50 per 100 sf (9.3 m ²)
Other, special roofs and treated shakes	Use actual contract amount**

*The valuation used for calculating roofing permit fees shall be determined by the actual contract amount, excluding the tear-off, or if the amount is unknown, by applying the above estimated costs per 100 sf (9.3 m²).

** If the contractor/homeowner submits a copy of the contract or proof of actual material cost, with the material cost clearly identified, the contract amount used to calculate the permit fee will be calculated using 58% as the material cost and 42% as the labor cost.

PLAN REVIEW FEES

Table 18-7

The plan review fees specified in this section are separate fees from other permit fees assessed in this administrative fee schedule and are in addition to those other permit fees.

Plan review fee (residential)	65% of building permit fee (Use Table 18-1 and 18-3)
Plan review fee (modifications to existing single-family dwellings)	\$37.50
Electrical, plumbing, mechanical, fire protection or elevator permit (not part of combination permit)	50% of total permit fee (Use Table 18-1 and 18-3)
Commercial buildings	65% of building permit fee (Use Table 18-1 and 18-3)
Additional plan review (incomplete/changed submittal documents)	Use Table 18-3
Deferred submittals items as defined in section 18-40 of the Arvada City Code	Use Table 18-3

Plan review fees for "stock" or "repeat" plans (stock or repeat plans are plans of buildings that have been reviewed and are subsequently built in multiple locations) shall be assessed as follows:

One- and two-family buildings	\$200.00
Multifamily buildings	\$232.00

TEMPORARY CERTIFICATE OF OCCUPANCY FEES

Table 18-8

For all buildings or portions thereof – original TCO	\$500.00*
For all buildings or portions thereof – extension TCO	\$500.00

* \$150.00 will be refunded if a certificate of occupancy is issued prior to the expiration of the temporary certificate of occupancy.

CONTRACTOR LICENSING FEES

Table 18-9

Class I-B Builder's Unlimited License	\$200.00
Class II-B Builder's License	\$150.00
Class III-B Builder's Miscellaneous License	\$75.00
Class IV-B Builder's Subcontractor's License	\$75.00
Class V-B Homeowner's "Limited" Building License	\$75.00
Class VI-P Plumbing License (Registration of CO State Licensed Plumbing Contractors)	No Fee
Class VII-M Mechanical License	\$75.00
Class VIII-D Building Moving License	\$75.00
Class IX-R Builders Roofing License	\$75.00
Limited License	50% of regular license fee
Registration of (CO State Licensed) Electrical Contractors	No Fee

ADMINISTRATIVE FEE SCHEDULE

FOR

**BUILDING SAFETY DIVISION PERMITS AND SERVICES AS
REFERENCED IN CHAPTER 18 OF THE ARVADA CITY CODE**

EFFECTIVE JANUARY 1, ~~2023~~2024

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BUILDING PERMITS

Table 18-1

Total Valuation	Fee
\$1.00 to \$500.00	\$34.00
\$501.00 to \$2,000.00	\$34.00 for the first \$500.00 plus \$3.05 for each additional \$100.00 or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$79.75 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$401.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$654.25 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1,004.25 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,244.25 for the first \$500,000.00 plus \$4.85 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00

\$1,000,001.00 and up	\$5,669.25 for the first \$1,000,000.00 plus \$3.45 for each additional \$1,000.00 or fraction thereof.
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Combination permit defined. A permit that is issued to the general contractor or the primary contractor and includes the subcontractor's valuation and fees as a part of the permit. Only a combination permit shall be issued where more than one category of work, such as building, electrical, plumbing, or HVAC, is involved. **Exception:** The building official may allow separate permits to be issued when a general contractor is not required for the scope of work involved, or when the building official finds good cause.

Separate commercial permits. When work is done by a subcontractor and is not part of a combination permit, the valuation used to determine the permit fee will be based on the actual contract value of the work being done. If the work is part of a combination permit and the subcontractor's contract value is unknown, the value will be assumed to be ten (10) percent of the overall combination permit valuation for each contractor.

Residential combination permits for single family detached or attached homes. When a combination permit is issued for a new single-family dwelling unit, the fee assessed for the electrical, heating, and plumbing subcontractors shall be equal to thirty (30) percent of the calculated building permit fee.

BUILDING VALUATION

Table 18-2^{a,b,c,d,e}

Numbers represent estimated dollar cost per square foot (.09 m²) of construction.

91.8% - 92.3% of August 2022 ICC Building Valuation table, as per RS Means Building Construction Cost Data, 80th - 81st annual addition, 2022	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	310.02 313.82	299.58 303.25	292.53 296.11	281.45 284.89	264.78 268.01	256.59 259.72	272.85 276.18	245.53 248.53	237.71 240.61
A-1 Assembly, theaters, without stage	283.72 287.18	273.28 276.62	266.23 269.48	255.13 258.25	238.47 241.38	230.28 233.09	246.55 249.55	219.22 221.89	211.41 213.98
A-2 Assembly, nightclubs	249.15 252.53	241.76 245.04	234.88 238.07	226.91 229.99	212.80 215.69	206.74 209.54	218.76 221.73	193.43 196.05	187.17 189.70
A-2 Assembly, restaurants, bars, banquet halls	248.23 251.61	240.83 244.12	233.03 236.23	225.99 229.07	210.96 213.85	205.81 208.62	217.84 220.81	191.58 194.22	186.25 188.78
A-3 Assembly, churches	287.86 291.40	277.42 280.83	270.37 273.69	259.27 262.46	243.02 246.01	243.83 237.72	250.68 253.77	223.78 226.52	215.96 218.61
A-3 Assembly, general, community halls, libraries, museums	245.58 248.59	235.14 238.02	227.16 229.97	216.99 219.65	199.67 202.13	192.40 194.76	208.41 210.96	180.41 182.64	173.53 175.65
A-4 Assembly, arenas	282.79 286.26	364.65 275.70	264.38 267.65	254.21 257.33	236.62 239.55	229.36 232.11	245.62 248.64	217.73 220.06	210.49 213.06
A-5 Assembly, amusement/stadiums	282.79 286.26	364.65 275.70	264.38 267.65	254.21 257.33	236.62 239.55	229.36 232.11	245.62 248.64	217.73 220.06	210.49 213.06
B Business	240.61 243.84	231.79 234.91	223.23 226.24	213.81 216.96	194.74 197.37	187.11 189.63	205.42 208.18	171.87 174.16	164.11 166.32
E Educational	252.40 259.50	243.63 250.63	235.93 244.04	226.17 233.52	211.08 217.96	200.29 206.96	218.39 225.46	184.93 190.51	179.00 184.57
F-1 Factory and industrial, moderate hazard	147.86 148.44	141.01 141.56	132.30 132.83	127.96 128.46	114.03 114.49	108.36 108.79	122.27 122.75	94.55 94.92	88.54 88.88
F-2 Factory and industrial, low hazard	146.94 147.52	140.09 140.64	132.30 132.83	127.04 127.54	114.03 114.49	107.44 107.87	121.35 121.83	94.55 94.92	87.62 87.97
H-1 High Hazard, explosives	137.95 138.48	131.10 131.60	123.31 123.78	118.05 118.49	105.33 105.72	98.73 99.10	112.36 112.79	85.83 86.16	--
H234 High Hazard	137.95 138.48	131.10 131.60	123.31 123.78	118.05 118.49	105.33 105.72	98.73 99.10	112.36 112.79	85.83 86.16	78.91 79.20
H-5 HPM	240.61 243.84	231.79 234.91	223.23 226.24	213.81 216.69	194.74 197.89	187.11 189.63	205.42 208.18	171.87 174.19	164.11 166.32

I-1 Institutional, supervised environment	242.02 247.04	233.47 238.56	225.49 231.47	217.52 222.12	198.83 204.27	193.34 198.62	217.56 222.41	178.89 183.12	173.27 177.62
I-2 Institutional, hospitals	400.72 406.10	391.89 396.71	283.34 388.48	373.92 378.94	353.83 358.57	--	356.52 370.44	330.96 335.40	--
I-2 Institutional, nursing homes	278.75 282.48	269.93 273.54	261.37 264.87	251.95 255.32	234.28 237.42	--	243.56 246.82	211.41 214.24	--
I-3 Institutional, restrained	273.07 276.75	264.26 267.81	255.69 259.14	246.28 249.37	228.85 231.93	220.31 223.93	237.89 241.09	205.98 208.75	196.38 199.04
I-4 Institutional, day care facilities	242.02 247.04	233.47 238.56	225.49 231.47	217.52 222.12	198.83 204.27	193.34 198.62	217.56 222.41	178.89 183.12	173.27 177.62
M Mercantile	185.86 188.39	178.47 180.90	170.67 173.01	163.62 165.85	149.26 151.31	144.12 146.08	155.47 157.59	129.89 131.91	124.55 126.25
R-1 Residential, hotels	244.29 249.65	235.74 241.17	227.76 234.07	219.79 224.72	201.53 206.57	196.04 200.93	219.83 225.01	181.60 185.42	175.98 179.92
R-2 Residential, multiple family	204.27 208.97	195.73 200.50	187.75 193.40	179.78 184.05	162.41 167.09	156.91 161.45	179.81 184.34	142.47 145.95	136.86 140.45
R-3 Residential, one- and two-family	193.47 194.61	188.05 189.34	183.62 184.46	180.09 179.91	173.90 174.67	167.47 168.35	177.00 176.86	162.31 162.04	152.91 152.46
R-4 Residential, care/assisted living facilities	242.02 247.04	233.47 238.56	225.49 231.47	217.52 222.12	198.83 204.27	193.34 198.62	217.56 222.41	178.89 183.12	173.27 177.62
S-1 Storage, moderate hazard	137.02 137.56	130.17 130.68	121.46 121.94	117.12 117.57	103.48 103.89	97.81 98.18	111.44 111.87	83.99 84.32	77.99 78.28
S-2 Storage, low hazard	136.10 136.64	129.25 129.76	121.49 121.94	116.20 116.65	103.48 103.89	96.88 97.27	110.52 110.95	83.99 84.32	77.99 77.36
U Utility, miscellaneous	105.30 106.01	99.10 100.01	92.19 94.22	88.23 90.08	78.57 81.23	73.41 75.17	83.98 86.16	62.20 64.03	59.24 61.02
Basement Finish – Added Cost	--	--	--	--	--	--	--	--	30.44 32.98
Canopies (banks, gas stations)	--	--	--	--	--	--	--	--	58.13 62.98
Carports	--	--	--	--	--	--	--	--	25.11 27.21
Decks	--	--	--	--	--	--	--	--	26.61 28.84
Deck (with patio cover)	--	--	--	--	--	--	--	--	33.48 36.28
Sunspaces	--	--	--	--	--	--	--	--	58.59 63.48
Offices (tenant finish)	45.71 49.53	45.71 49.53	45.71 49.53	45.71 49.53	47.71 49.53	45.71 49.53	45.71 49.53	45.71 49.53	45.71 49.53
R-2, R-3 Detached Garage Monolithic Slab	--	--	--	--	--	--	--	--	38.74 41.98

- Private garages attached or with a full foundation – use Utility, miscellaneous
- Commercial open or enclosed parking garages - use S-2 Storage, low hazard
- Unfinished basements (all use groups) = ~~\$29.07~~~~\$23.00~~-per SF
- Add 0.5 percent to total cost for each story over three
- Deduct 20 percent for shell-only buildings

Buildings or structures not listed above shall be valued at contract price submitted by the contractor or actual value as submitted by the architect.

USE TAX CALCULATION

Use Tax calculations are based on the building valuation, using 58% materials and 42% labor. The source for the materials / labor split is RS Means Building Construction Cost Data ~~2022~~2023, City Cost Indexes for the Denver, Colorado area.

MISCELLANEOUS INSPECTIONS AND OTHER FEES

Table 18-3

Temporary construction power	\$54.00 56.50
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Residential service change	\$54.00 <u>56.50</u>
Detached signs	\$50.00 <u>52.00</u>
Attached signs	\$27.00 <u>28.00</u>
Electrical fee for signs (not required for disconnect/reconnect of electrical for replacement signs)	\$50.00 <u>52.00</u>
Fences exceeding 6' in height based on actual valuation	Use Table 18-1
Commercial cell sites based on actual valuation	Use Table 18-1
Construction Sales Trailer	\$200.00 <u>209.00</u>
Permit fees for temporary membrane structures, tents, and canopies	\$72.00 <u>75.00</u> per installation/event
Inspections outside of normal business hours (minimum charge - two (2) hours)	\$72.00 <u>75.00</u> per hour*
Reinspection fees assessed under provisions of Chapter 18 of the Arvada City Code	\$72.00 <u>*75.00*</u>
Inspections for which no fee is specifically indicated (minimum charge one-half (1/2) hour)	\$72.00 <u>75.00</u> per hour*
Additional plan review required by changes, additions or revisions to plans (minimum charge - one-half (1/2) hour).	\$72.00 <u>75.00</u> per hour*
Issuance of new permit following suspension or abandonment of previously permitted work (minimum charge - one (1) hour)	\$72.00 <u>75.00</u> per hour*
Issuance of new permit for change of contractor on existing job (minimum charge – one (1) hour)	\$72.00 <u>75.00</u> per hour*
Use of outside consultants for plan checking and inspections, or both	Actual costs (including administrative and overhead costs)

* Or the total hourly cost to the city, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages, and benefits of the employees involved.

Fees for other miscellaneous permits and commercial work shall be based on actual contract value of the work as per Table 18-1.

FOUNDATION ONLY PERMITS Table 18-4

One- and two-family buildings	\$257.50 <u>269.50</u>
Multifamily buildings	\$385.00 <u>403.00</u>
Commercial buildings	\$643.00 <u>673.00</u>

MISCELLANEOUS PERMITS– RESIDENTIAL *

Table 18-5

Air Conditioners**	\$50.00 <u>52.00</u>
Awnings	\$50.00 <u>52.00</u>
Demolition	\$61.50 <u>64.00</u> (minor-interior) \$123.00 <u>128.50</u> (major-building)
Generator	\$50.00 <u>52.00</u>
Evaporative Coolers/Heat Pumps	\$50.00 <u>52.00</u>
Furnace Replacement**	\$50.00 <u>52.00</u>
Gas Logs/Inserts	\$50.00 <u>52.00</u>
Hot Tubs & Above-Ground Pools (In-Ground Pools--use Table 7-19a)	\$50.00 <u>52.00</u>
House Moving	\$204.50 <u>214.00</u>
Backflow Preventer	\$50.00 <u>52.00</u>
Replacement Windows (no structural alterations) (if structural alterations use Table 18-1)	\$50.00 <u>52.00</u>
Residential Elevator or Dumbwaiter/Chairlift	\$123.00 <u>128.50</u>
Retaining Walls Greater than 4' or Supporting a Surcharge	\$50.00 <u>52.00</u>
Roofing	Use Table 18-1
Siding	\$50.00 <u>52.00</u>
Solar Hot Water	\$50.00 <u>52.00</u>
Solar Photovoltaic Panels	\$50.00 <u>52.00</u>
Water Heaters**	\$50.00 <u>52.00</u>
Wood Burning Stoves	\$50.00 <u>52.00</u>

* The permit fees assessed under Table 18-1 cover the cost of all permit fees related to the specific permit type.

Exception: Minor electric wiring is included, but a service change or upgrade is not included in this permit fee.

** If permit application includes installation of more than one appliance listed in Table 18-5, the fee is ~~\$75.00~~78.50.

Fees for plumbing permits, mechanical permits, electrical permits, and other miscellaneous permits and commercial work shall be based on actual contract amount of the work as determined by Table 18-1.

ROOFING VALUATION ***Table 18-6**

3-tab	\$170.00 <u>\$178.00</u> per 100 sf (9.3 m ²)
Shakes (untreated)	\$397.50 <u>\$416.00</u> per 100 sf (9.3 m ²)
Light-weight tile roofs	\$397.50 <u>\$416.00</u> per 100 sf (9.3 m ²)
Dimensional shingles	\$228.00 <u>\$238.50</u> per 100 sf (9.3 m ²)
Other, special roofs and treated shakes	Use actual contract amount**

*The valuation used for calculating roofing permit fees shall be determined by the actual contract amount, excluding the tear-off, or if the amount is unknown, by applying the above estimated costs per 100 sf (9.3 m²).

** If the contractor/homeowner submits a copy of the contract or proof of actual material cost, with the material cost clearly identified, the contract amount used to calculate the permit fee will be calculated using 58% as the material cost and 42% as the labor cost.

PLAN REVIEW FEES**Table 18-7**

The plan review fees specified in this section are separate fees from other permit fees assessed in this administrative fee schedule and are in addition to those other permit fees.

Plan review fee (residential)	65% of building permit fee (Use Table 18-1 and 18-3)
Plan review fee (modifications to existing single-family dwellings)	\$36.00 <u>\$37.50</u>
Electrical, plumbing, mechanical, fire protection or elevator permit (not part of combination permit)	50% of total permit fee (Use Table 18-1 and 18-3)
Commercial buildings	65% of building permit fee (Use Table 18-1 and 18-3)
Additional plan review (incomplete/changed submittal documents)	Use Table 18-3
Deferred submittals items as defined in section 18-40 of the Arvada City Code	Use Table 18-3

Plan review fees for "stock" or "repeat" plans (stock or repeat plans are plans of buildings that have been reviewed and are subsequently built in multiple locations) shall be assessed as follows:

One- and two-family buildings	\$190.00 <u>\$200.00</u>
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Multifamily buildings	\$222.00 <u>232.00</u>
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TEMPORARY CERTIFICATE OF OCCUPANCY FEES
Table 18-8

For all buildings or portions thereof – original TCO	\$200.00 <u>*\$500.00*</u>
For all buildings or portions thereof – extension TCO	\$200.00 <u>*\$500.00</u>

* ~~\$150.00~~\$100.00 will be refunded if a certificate of occupancy is issued prior to the ~~thirty (30) day~~ expiration of the temporary certificate of occupancy. ~~or any extensions thereof.~~

CONTRACTOR LICENSING FEES
Table 18-9

Class I-B Builder's Unlimited License	\$200.00
Class II-B Builder's License	\$150.00
Class III-B Builder's Miscellaneous License	\$75.00
Class IV-B Builder's Subcontractor's License	\$75.00
Class V-B Homeowner's "Limited" Building License	\$75.00
Class VI-P Plumbing License (Registration of CO State Licensed Plumbing Contractors)	No Fee
Class VII-M Mechanical License	\$75.00
Class VIII-D Building Moving License	\$75.00
Class IX-R Builders Roofing License	\$75.00
Limited License	50% of regular license fee
Registration of (CO State Licensed) Electrical Contractors	No Fee



REPORT TO CITY COUNCIL RESOLUTION

**AGENDA ITEM
8.A.2.**

TO: THE HONORABLE CITY COUNCIL

DATE: October 16, 2023

SUBJECT: R23-085, A Resolution Adopting the Amended Fee Schedule for Land-Use Pursuant to Chapter 74, Planning and Development, of the Arvada City Code

Report in Brief

The resolution updates the Administrative Schedules for Land-Use fees.

The Arvada team recommends that the City Council approve R23-085, A Resolution Adopting the Amended Fee Schedule for Land-Use Pursuant to Chapter 74, Planning and Development, of the Arvada City Code.

Financial Impact

Depending on the number and type of permits processed in 2024, these changes should have a proportional impact of an approximate five percent increase in fees collected assuming development review activity remains near 2023 levels.

Background

This action will set fees in accordance with the revised Section 74-31, Land-Use Fees, of the Arvada City Code.

Discussion

The proposal includes an approximately five percent increase in most of the fees in 2024 to address the increased labor cost, as well as moving closer to having the fees cover 100 percent of the cost of providing development and land use review services. This past year, the fees were increased by approximately ten percent.

The fee for Short Term Rentals was increased by 20 percent (to \$150.00) to cover the actual cost of processing the permits, based on two years worth of data regarding the time spent on the applications.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The recommended action aligns with the Community and Economic Development Priority Areas within the City Council Strategic Plan.

Alternative Courses of Action

N/A.

Recommendation for Action

SUBJECT: R23-085, A Resolution Adopting the Amended Fee Schedule for Land-Use Pursuant to Chapter 74, Planning and Development, of the Arvada City Code	PAGE: 2 ITEM: 8.A.2.
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The Arvada team recommends approval of R23-085, A Resolution Adopting the Amended Fee Schedule for Land-Use Pursuant to Chapter 74, Planning and Development, of the Arvada City Code.

Suggested Motion:

I move that R23-085, A Resolution Adopting the Amended Fee Schedule for Land-Use Pursuant to Chapter 74, Planning and Development, of the Arvada City Code, be (approved) (rejected).

Prepared by:

Josie Suk, Development Systems and Administrative Manager

Reviewed by:

Approved by:

Rob Smetana, Planning Manager	9/21/2023
Jessica Garner, Director of Community and Economic Development	9/21/2023
Gail Walker, Legal Specialist-Contracts	9/21/2023
Emily Grogg, Senior Assistant City Attorney	9/21/2023
Rachel Morris, City Attorney	9/25/2023
Linda Haley, Deputy City Manager	9/25/2023
Lorie Gillis, City Manager	9/28/2023

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R23-085

A RESOLUTION ADOPTING THE AMENDED FEE SCHEDULE FOR LAND-USE
PURSUANT TO CHAPTER 74, PLANNING AND DEVELOPMENT, OF THE ARVADA
CITY CODE

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
ARVADA, COLORADO:

Section 1. The City Council hereby adopts the Amended Fee Schedule for land-use pursuant to Chapter 74, Planning and Development, of the Arvada City Code as set forth below and any prior version of said administrative fee schedule inconsistent with that set forth below is amended to conform herewith.

Section 2. The Fee Schedule set forth herein shall be effective January 1, 2024.

Section 3. This resolution shall be effective upon its approval by the City Council.

APPROVED AND ADOPTED this 16th day of October, 2023.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:
Rachel A. Morris, City Attorney

By: _____

Application Type	Fees (Based on Development Size)			
	Less Than 1 Acre	1 to less than 5 Acres	5 to less than 30 Acres	30 Acres or More
Additional Development Review	\$315.00	\$585.00	\$670.00	\$830.00
Alternative Sign Program	\$605.00	\$910.00	\$1,215.00	\$1,215.00
Appeal	\$380.00 regardless of acreage			
Annexation or disconnection	\$1,465.00	\$1,915.00	\$2,555.00	\$3,165.00
Certificate of Compliance (Design Review Committee Referral)	\$305.00	\$425.00	\$425.00	\$425.00
Certificate of Compliance (Administrative Review)	\$95.00	\$185.00	\$185.00	\$185.00
Code Compliance Administration	\$100.00 Violation beyond first deadline			
	\$200.00 Violation beyond second deadline			
	\$300.00 Violation beyond third deadline			
	\$300.00 Repeat offender summons			
	\$300.00 Nuisance hearing			
Comprehensive Plan Amendment	\$605.00	\$1,215.00	\$1,840.00	\$2,435.00
Conditional Use Permit	\$605.00	\$910.00	\$1,215.00	\$1,215.00
Development Plan Inspection Fee (Re-Inspection fees are charged at the same rate)	\$95.00 per single family regardless of acreage. \$185.00 per multi-family, commercial or industrial regardless of acreage.			
Fence Review Fee	\$32.00 regardless of acreage			
Filming Permit	\$125.00			

Application Type	Fees (Based on Development Size)			
	Less Than 1 Acre	1 to less than 5 Acres	5 to less than 30 Acres	30 Acres or More
Floodplain Development Permit Fee	\$50.00 Fence/shed/miscellaneous \$100.00 Garage, deck, or interior improvements less than 50% of existing building value \$200.00 Fill or grading only \$200.00 Building footprint expansion \$200.00 Any improvement greater than or equal to 50% of existing building value \$500.00 New building construction \$500.00 Floodplain analysis/CLOMR/LOMR			
Floodplain Variance	\$440.00 regardless of acreage			
Food Truck Vending	\$60.00 per year			
Height Exception	\$945.00 regardless of acreage			
Major Modification	\$605.00	\$915.00	\$1,215.00	\$1,215.00
Major Subdivision Concept Plan	\$635.00	\$1,275.00	\$1,885.00	\$2,490.00
Major Subdivision Final Plat or Amendment	\$950.00	\$1,760.00 plus \$280.00 per acre	\$1,920.00 plus \$230 per acre	\$2,250.00 plus \$220.00 per acre
Major Subdivision Preliminary Plat	\$940.00	\$1,760.00 plus \$300.00 per acre	\$2,010.00 plus \$280.00 per acre	\$2,490.00 plus \$260.00 per acre
Master Development Plan	\$940.00	\$1,885.00	\$2,195.00	\$2,490.00 plus \$18.00 per acre
Minor Modification, Individual Standard	\$190.00 regardless of acreage			
Minor Modification - Site Plan, Final Development Plan or Final Plat	\$375.00	\$630.00	\$940.00	\$1,275.00

Application Type	Fees (Based on Development Size)			
	Less Than 1 Acre	1 to less than 5 Acres	5 to less than 30 Acres	30 Acres or More
Minor Subdivision Plat	\$940.00	\$1,400.00 plus \$275.00 per acre	\$1,495.00 plus \$230.00 per acre	\$1,885.00 plus \$230.00 per acre
Out of City Utility Request	\$605.00	\$890.00	\$1,215.00	\$1,550.00
PUD Development Plan or Amendment	\$625.00	\$1,760.00 plus \$300.00 per acre	\$2,010.00 plus \$275.00 per acre	\$2,355.00 plus \$245.00 per acre
PUD Final Development Plan	\$950.00	\$1,760.00 plus \$300.00 per acre	\$2,010.00 plus \$250.00 per acre	\$2,300.00 plus \$230.00 per acre
PUD Final Development Plan Amendment	\$605.00	\$890.00	\$1,215.00	\$1,520.00
PUD Sketch Plan	\$625.00	\$1,265.00	\$1,885.00	\$2,490.00
Public Hearing Sign Deposit	\$100.00 per sign			
Revocable Encroachment License or Permit	\$425.00 regardless of acreage			
Short Term Rental	\$150.00 regardless or acreage			
Sign Review Fee	\$65.00 regardless of acreage			
Site Plan	\$940.00	\$1,760.00 plus \$275.00 per acre	\$2,010.00 plus \$255.00 per acre	\$2,490.00 plus \$245.00 per acre
Site Plan Amendment	\$605.00	\$890.00	\$1,215.00	\$1,520.00
Special Event Permit (Non-Profit Agencies are Exempt)	\$125.00 regardless of acreage			
Special District	\$4,255.00 regardless of acreage			

Application Type	Fees (Based on Development Size)			
	Less Than 1 Acre	1 to less than 5 Acres	5 to less than 30 Acres	30 Acres or More
Telecommunications Facility (Free-Standing)	\$3,135.00 regardless of acreage			
Telecommunications Facility (Administrative Review)	\$900.00 regardless of acreage			
Transient Merchant Permit	Ambulatory: \$15.00/day; \$75.00/month; \$250.00/year Entertainment: \$15.00/day; \$75.00/month Entertainment with Vending: \$15.00/day; \$75.00/month Food: \$75.00/month; \$250.00/year Merchandise (except ambulatory): \$75.00/month; \$250.00/year Personal services: \$15.00/day; \$75.00/month Regardless of acreage			
Vacation	\$1,265.00 regardless of acreage			
Variance	\$375.00	\$630.00	\$630.00	\$630.00
Vested Right (Early Vested Right)	\$1,260.00	\$1,520.00	\$1,830.00	\$2,435.00
Vested Right (Statutory Vested Right)	\$605.00 regardless of acreage			
Zoning or Rezoning	\$630.00	\$1,550.00	\$1,885.00	\$2,490.00
Zoning Verification Letter	\$65.00 regardless of acreage			

Application Type	Fees (Based on Development Size)			
	Less Than 1 Acre	1 to less than 5 Acres	5 to less than 30 Acres	30 Acres or More
Additional Development Review	\$3 1500 .00	\$5 8560 .00	\$6 7040 .00	\$ 830795 .00
Alternative Sign Program	\$ 605580 .00	\$ 910870 .00	\$1, 215465 .00	\$1, 215465 .00
Appeal	\$3 8065 .00 regardless of acreage			
Annexation or disconnection	\$1,4 6500 .00	\$1, 915835 .00	\$2, 555445 .00	\$3, 165030 .00
Certificate of Compliance (Design Review Committee Referral)	\$ 305290 .00	\$4 205 .00	\$4 205 .00	\$4 205 .00
Certificate of Compliance (Administrative Review)	\$9 50 .00	\$1 875 .00	\$1 875 .00	\$1 875 .00
Code Compliance Administration	\$100.00 Violation beyond first deadline			
	\$200.00 Violation beyond second deadline			
	\$300.00 Violation beyond third deadline			
	\$300.00 Repeat offender summons			
	\$300.00 Nuisance hearing			
Comprehensive Plan Amendment	\$ 605580 .00	\$1, 215465 .00	\$1, 840760 .00	\$2, 435330 .00
Conditional Use Permit	\$ 605580 .00	\$ 910870 .00	\$1, 215465 .00	\$1, 215465 .00
Development Plan Inspection Fee (Re-Inspection fees are charged at the same rate)	\$9 50 .00 per single family regardless of acreage. \$1 8575 .00 per multi-family, commercial or industrial regardless of acreage.			
Fence Review Fee	\$3 20 .00 regardless of acreage			
Filming Permit	\$12 50 .00			

Application Type	Fees (Based on Development Size)			
	Less Than 1 Acre	1 to less than 5 Acres	5 to less than 30 Acres	30 Acres or More
Floodplain Development Permit Fee	\$ 3 50.00 Fence/shed/miscellaneous \$100.00 Garage, deck, or interior improvements less than 50% of existing building value \$200.00 Fill or grading only \$200.00 Building footprint expansion \$200.00 Any improvement greater than or equal to 50% of existing building value \$500.00 New building construction \$500.00 Floodplain analysis/CLOMR/LOMR			
Floodplain Variance	\$440.00 regardless of acreage			
Food Truck Vending	\$ 60 55.00 per year			
Height Exception	\$9 40 5.00 regardless of acreage			
Major Modification	\$ 605 580.00	\$ 915 875.00	\$1, 215 465.00	\$1, 215 465.00
Major Subdivision Concept Plan	\$6 35 10.00	\$1,2 75 20.00	\$1,8 80 5.00	\$2, 490 385.00
Major Subdivision Final Plat or Amendment	\$9 50 10.00	\$1, 760 685.00 plus \$ 280 65.00 per acre	\$1, 920 835.00 plus \$2 320 per acre	\$2, 250 455.00 plus \$2 240 .00 per acre
Major Subdivision Preliminary Plat	\$9 400 .00	\$1, 760 685.00 plus \$ 302 90.00 per acre	\$ 2,010 1,925.00 plus \$ 2870 .00	\$2, 490 385.00 plus \$2 650 .00 per acre
Master Development Plan	\$9 400 .00	\$1,8 850 5.00	\$2,1 9500 .00	\$2, 490 385.00 plus \$1 87 .00 per acre
Minor Modification, Individual Standard	\$1 980 .00 regardless of acreage			
Minor Modification - Site Plan, Final Development Plan or Final Plat	\$3 7560 .00	\$6 300 5.00	\$9 400 .00	\$1,2 7520 .00

Application Type	Fees (Based on Development Size)			
	Less Than 1 Acre	1 to less than 5 Acres	5 to less than 30 Acres	30 Acres or More
Minor Subdivision Plat	\$9 40 0.00	\$1, 403 40.00 plus \$2 76 5.00 per acre	\$1,4 95 30.00 plus \$2 32 0.00 per acre	\$1,8 80 5.00 plus \$2 32 0.00 per acre
Out of City Utility Request	\$ 605 580.00	\$8 90 55.00	\$1, 215 465.00	\$1, 550 485.00
PUD Development Plan or Amendment	\$6 25 00.00	\$1, 760 685.00 plus \$ 302 90.00 per acre	\$ 2,010 1,925.00 plus \$2 76 5.00 per acre	\$2, 32 55.00 plus \$2 43 5.00 per acre
PUD Final Development Plan	\$9 54 0.00	\$1, 760 685.00 plus \$ 302 90.00 per acre	\$ 2,010 1,925.00 plus \$2 54 0.00	\$2, 32 00.00 plus \$2 32 0.00 per acre
PUD Final Development Plan Amendment	\$ 605 580.00	\$8 90 55.00	\$1, 215 465.00	\$1, 520 455.00
PUD Sketch Plan	\$6 25 00.00	\$1,2 65 40.00	\$1,8 80 5.00	\$2, 490 385.00
Public Hearing Sign Deposit	\$100.00 per sign			
Revocable Encroachment License or Permit	\$4 20 5.00 regardless of acreage			
Short Term Rental	\$1 50 20.00 regardless or acreage			
Sign Review Fee	\$6 50 .00 regardless of acreage			
Site Plan	\$9 40 0.00	\$1, 760 685.00 plus \$2 76 5.00 per acre	\$ 2,010 1,925.00 plus \$2 54 5.00	\$2, 490 385.00 plus \$2 43 5.00 per acre
Site Plan Amendment	\$ 605 580.00	\$8 90 55.00	\$1, 215 465.00	\$1, 520 455.00
Special Event Permit (Non-Profit Agencies are Exempt)	\$12 50 .00 regardless of acreage			
Special District	\$4, 255 070.00 regardless of acreage			

Application Type	Fees (Based on Development Size)			
	Less Than 1 Acre	1 to less than 5 Acres	5 to less than 30 Acres	30 Acres or More
Telecommunications Facility (Free-Standing)	\$3, 135000 .00 regardless of acreage			
Telecommunications Facility (Administrative Review)	\$900858 .00 regardless of acreage			
Transient Merchant Permit	Ambulatory: \$15.00/day; \$75.00/month; \$250.00/year Entertainment: \$15.00/day; \$75.00/month Entertainment with Vending: \$15.00/day; \$75.00/month Food: \$75.00/month; \$250.00/year Merchandise (except ambulatory): \$75.00/month; \$250.00/year Personal services: \$15.00/day; \$75.00/month Regardless of acreage			
Vacation	\$1,2 6510 .00 regardless of acreage			
Variance	\$3 7560 .00	\$6 3000 .00	\$6 3000 .00	\$6 3000 .00
Vested Right (Early Vested Right)	\$1, 260165 .00	\$1, 520455 .00	\$1, 830750 .00	\$2, 435330 .00
Vested Right (Statutory Vested Right)	\$605580 .00 regardless of acreage			
Zoning or Rezoning	\$6 3000 .00	\$1, 550485 .00	\$1,8 80 5.00	\$2, 490385 .00
Zoning Verification Letter	\$6 50 .00 regardless of acreage			



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.3.

TO: THE HONORABLE CITY COUNCIL

DATE: October 16, 2023

SUBJECT: R23-086, A Resolution Adopting the Amended Fee Schedule for Rights-of-Way Work Permits and Services Pursuant to Chapter 78, Public Improvements, of the Arvada City Code

Report in Brief

The resolution updates the fee schedule for rights-of-way permits and services, effective January 1, 2023.

The Arvada team recommends that the City Council approve R23-086, A Resolution Adopting the Amended Fee Schedule for Rights-of-Way Work Permits and Services Pursuant to Chapter 78, Public Improvements, of the Arvada City Code.

Financial Impact

There is no cost to the City for this change. This change increases the amount of permit fees collected to more accurately align with the impact that work in public rights-of-way has on public infrastructure and traffic and on the cost of service for permitting and inspecting such work. Depending on the number and types of permits processed in 2024, these changes should have an impact of approximately 4.7% increase in fees.

Background

The Rights-of-Way Administrative Fees schedule is being updated, as required by Ordinance, including an increase of approximately 4.7% to cover the additional cost to provide these permitting and inspection services as well as implementation of a new additional review fee to cover costs of intentionally incomplete submittals.

Discussion

Similar to methodologies used for calculating Building Division Fees, the proposed changes used national valuation estimates for skilled labor, common labor, and construction cost indices with regional modifiers for the Denver area to reflect the additional cost to provide these services. The changes for permit types will offset the overall increase in cost to provide these services. An analysis of the last year of permit data (quantities and fees collected by permit type) revealed that the 2024 fee schedule updates would result in an approximately 4.7% increase in fees collected.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

This action aligns with the Infrastructure and Community and Economic Development Priority Areas of the City Council Strategic Plan.

Alternative Courses of Action

SUBJECT: R23-086, A Resolution Adopting the Amended Fee Schedule for Rights-of-Way Work Permits and Services Pursuant to Chapter 78, Public Improvements, of the Arvada City Code	PAGE: 2 ITEM: 8.A.3.
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N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R23-086, A Resolution Adopting the Amended Fee Schedule for Rights-of-Way Work Permits and Services Pursuant to Chapter 78, Public Improvements, of the Arvada City Code.

Suggested Motion:

I move that R23-086, A Resolution Adopting the Amended Fee Schedule for Rights-of-Way Work Permits and Services Pursuant to Chapter 78, Public Improvements, of the Arvada City Code, be (approved) (rejected).

Prepared by:
Josie Suk, Development Systems and Administrative Manager

Reviewed by:

Approved by:

Chris Lisberg, Assistant City Engineer	9/25/2023
Jenny Wolfschlag, City Engineer	9/25/2023
Jacqueline Rhoades, Public Works Director	9/27/2023
Bryan Archer, Director of Finance	9/27/2023
Tammy Hedlund, Legal Specialist	9/27/2023
Laura Hemler, Assistant City Attorney	9/27/2023
Rachel Morris, City Attorney	9/29/2023
Don Wick, Deputy City Manager	10/1/2023
Lorie Gillis, City Manager	10/3/2023

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R23-086

A RESOLUTION ADOPTING THE AMENDED FEE SCHEDULE FOR RIGHTS-OF-WAY
WORK PERMITS AND SERVICES PURSUANT TO CHAPTER 78, PUBLIC
IMPROVEMENTS, OF THE ARVADA CITY CODE

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
ARVADA, COLORADO:

Section 1. The City Council hereby adopts the Amended Fee Schedule for rights-of-way work permits and services pursuant to Chapter 78, Public Improvements, of the Arvada City Code as set forth below and any prior version of said administrative fee schedule inconsistent with that set forth below is amended to conform.

Section 2. The Fee Schedule set forth herein shall be effective January 1, 2024.

Section 3. This resolution shall be effective upon its approval by the City Council.

APPROVED AND ADOPTED this 16th day of October, 2023.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:
Rachel A. Morris, City Attorney

By: _____

FEE SCHEDULE*
FOR
RIGHTS OF WAY WORK PERMITS AND SERVICES AS
PURSUANT TO CHAPTER 78, PUBLIC IMPROVEMENTS, OF THE ARVADA CITY CODE
EFFECTIVE JANUARY 1, 2024

Municipal General Contractor's License	\$220.00
Sewer Main	\$.65/LF (\$65.00 min)
Water Main	\$.65/LF (\$65.00 min)
Fire line	\$.65/LF (\$65.00 min)
Wet Tap	\$65.00/EA
Water Service	\$65.00/EA
Sewer Service	\$65.00/EA
Irrigation Service	\$65.00/EA
Water Service Disconnect	\$65.00/EA
Sewer Service Disconnect	\$65.00/EA
Storm Sewer - Public	\$.65/LF (\$65.00 min)
Storm Sewer - Private	\$.65/LF (\$65.00 min)
Irrigation Main	\$.65/LF (\$65.00 min)
Combination Curb, Gutter, & Walk	\$.52/LF (\$65.00 min)
Bike Trail	\$.52/LF (\$65.00 min)
Detached Walk	\$.52/LF (\$65.00 min)
Vertical Curb & Gutter	\$.52/LF (\$65.00 min)
Structure (Surface Area - medians, pavers, retaining walls, etc.)	\$1.55/SF (\$65.00 min)
Crossspan/Curb Cut	\$77.00/EA
Paving	\$.19/SY (\$65.00 min)
Asphalt Patch	\$.19/SY (\$65.00 min)
Street Subgrade	\$.19/SY (\$65.00 min)
Street Subbase	\$.19/SY (\$65.00 min)
ADA Ramps	\$77.00/EA
Milling	\$.19/SY (\$65.00 min)
Inlets - Public	\$65.00/EA
Inlets - Private	\$65.00/EA
Vaults - Public	\$65.00/EA
Manhole	\$65.00/EA
Outlet Structures - Private	\$65.00/EA
Minimum Permit Fee	\$65.00/EA
Reinspection Fee	\$75.00/EA
Overtime Fee	\$111.00/hr. - 2 hours minimum
Fire Hydrant	\$65.00/EA
Degradation Fee	\$20.00/LF of trench (plus 20LF of required resurfacing)

Overhead Utility - Private	\$.27/LF (\$65.00 min)
Underground Utility - Private (gas mains, electrical, cable, telecom, etc.)	\$.27/LF (\$65.00 min)
Boring	\$.27/LF (\$65.00 min)
Coring	\$65.00/EA
Test Hole (concrete)	\$65.00/EA
Test Hole (street)	\$65.00/EA
Test Hole (Landscaping)	\$19.00/EA
Bore Pit	\$19.00/EA
Signage	\$14.00/EA (\$65.00 min)
Street Light	\$14.00/EA (\$65.00 min)
Permanent Traffic Control Structures (i.e. Guardrail, sound wall, etc...)	\$.26/LF (\$65.00 min)
Permanent Traffic Control Structures (i.e. bollards, delineators, etc...)	\$14.00/EA (\$65.00 min)
Striping	\$0.14/LF (\$65.00 min)
Pavement Markings	\$14.00/EA (\$65.00 min)
Traffic Signal/Electronic Device Installation/Modification	0.65% of the cost of improvement
Traffic Control Plan Review - Single Service	\$65.00/EA
Traffic Control Plan Review - Local Street**	\$96.00/EA
Traffic Control Plan Review - Collector Street**	\$130.00/EA
Traffic Control Plan Review - Arterial Street**	\$315.00/EA
Additional review(s)	\$32.50/EA

*Additional fees apply for work without permits pursuant to Section 78-294 of the Arvada City Code. **Roadway classification to be determined by City Traffic Engineer.

FOR INFORMATION ONLY -- NOT PART OF THE ADMINISTRATIVE FEE SCHEDULE

Underlined indicates new material

~~Strikeover~~ indicates deleted material

FEE SCHEDULE*
FOR
RIGHTS OF WAY WORK PERMITS AND SERVICES AS
PURSUANT TO CHAPTER 78, PUBLIC IMPROVEMENTS, OF THE ARVADA CITY CODE
EFFECTIVE JANUARY 1, 202~~4~~3

Municipal General Contractor's License	\$ 24 <u>20</u> .00
Sewer Main	\$. 62 <u>25</u> /LF (\$ 62 <u>25</u> .00 min)
Water Main	\$. 62 <u>25</u> /LF (\$ 62 <u>25</u> .00 min)
Fire line	\$. 62 <u>25</u> /LF (\$ 62 <u>25</u> .00 min)
Wet Tap	\$ 62 <u>25</u> .00/EA
Water Service	\$ 62 <u>25</u> .00/EA
Sewer Service	\$ 62 <u>25</u> .00/EA
Irrigation Service	\$ 62 <u>25</u> .00/EA
Water Service Disconnect	\$ 62 <u>25</u> .00/EA
Sewer Service Disconnect	\$ 62 <u>25</u> .00/EA
Storm Sewer - Public	\$. 62 <u>25</u> /LF (\$ 62 <u>25</u> .00 min)
Storm Sewer - Private	\$. 62 <u>25</u> /LF (\$ 62 <u>25</u> .00 min)
Irrigation Main	\$. 62 <u>25</u> /LF (\$ 62 <u>25</u> .00 min)
Combination Curb, Gutter, & Walk	\$. 50 <u>2</u> /LF (\$ 62 <u>25</u> .00 min)
Bike Trail	\$. 50 <u>2</u> /LF (\$ 62 <u>25</u> .00 min)
Detached Walk	\$. 50 <u>2</u> /LF (\$ 62 <u>25</u> .00 min)
Vertical Curb & Gutter	\$. 50 <u>2</u> /LF (\$ 62 <u>25</u> .00 min)
Structure (Surface Area - medians, pavers, retaining walls, etc.)	\$1. 48 <u>55</u> /SF (\$ 62 <u>25</u> .00 min)
Crossspan/Curb Cut	\$ 74 <u>7</u> .00/EA
Paving	\$. 18 <u>9</u> /SY (\$ 62 <u>25</u> .00 min)
Asphalt Patch	\$. 18 <u>9</u> /SY (\$ 62 <u>25</u> .00 min)
Street Subgrade	\$. 18 <u>9</u> /SY (\$ 62 <u>25</u> .00 min)
Street Subbase	\$. 18 <u>9</u> /SY (\$ 62 <u>25</u> .00 min)
ADA Ramps	\$ 74 <u>7</u> .00/EA
Milling	\$. 18 <u>9</u> /SY (\$ 62 <u>25</u> .00 min)
Inlets - Public	\$ 62 <u>25</u> .00/EA
Inlets - Private	\$ 62 <u>25</u> .00/EA
Vaults - Public	\$ 62 <u>25</u> .00/EA

Manhole	\$ 6 <u>25</u> .00/EA
Outlet Structures - Private	\$ 6 <u>25</u> .00/EA
Minimum Permit Fee	\$ 6 <u>25</u> .00/EA
Reinspection Fee	\$ 7 <u>25</u> .00/EA
Overtime Fee	\$ 10 <u>6</u> 11 .00/hr. - 2 hours minimum
Fire Hydrant	\$ 6 <u>25</u> .00/EA
Degradation Fee	\$ 19 <u>20</u> .00/LF of trench (plus 20LF of required resurfacing)
Overhead Utility - Private	\$. 2 <u>6</u> 7 /LF (\$ 6 <u>25</u> .00 min)
Underground Utility - Private (gas mains, electrical, cable, telecom, etc.)	\$. 2 <u>6</u> 7 /LF (\$ 6 <u>25</u> .00 min)
Boring	\$. 2 <u>6</u> 7 /LF (\$ 6 <u>25</u> .00 min)
Coring	\$ 6 <u>25</u> .00/EA
Test Hole (concrete)	\$ 6 <u>25</u> .00/EA
Test Hole (street)	\$ 6 <u>25</u> .00/EA
Test Hole (Landscaping)	\$ 1 <u>8</u> 9 .00/EA
Bore Pit	\$ 1 <u>8</u> 9 .00/EA
Signage	\$ 1 <u>3</u> 4 .00/EA (\$ 6 <u>25</u> .00 min)
Street Light	\$ 1 <u>3</u> 4 .00/EA (\$ 6 <u>25</u> .00 min)
Permanent Traffic Control Structures (i.e. Guardrail, sound wall, etc...)	\$. 25 <u>26</u> /LF (\$ 6 <u>25</u> .00 min)
Permanent Traffic Control Structures (i.e. bollards, delineators, etc...)	\$14.00/EA (\$ 6 <u>25</u> .00 min)
Striping	\$0. 1 <u>3</u> 4 /LF (\$ 6 <u>25</u> .00 min)
Pavement Markings	\$14.00/EA (\$ 6 <u>25</u> .00 min)
Traffic Signal/Electronic Device Installation/Modification	0.65% of the cost of improvement
Traffic Control Plan Review - Single Service	\$ 6 <u>25</u> .00/EA
Traffic Control Plan Review - Local Street**	\$ 9 <u>26</u> .00/EA
Traffic Control Plan Review - Collector Street**	\$ 12 <u>5</u> 30 .00/EA
Traffic Control Plan Review - Arterial Street**	\$ 30 <u>0</u> 15 .00/EA
<u>Additional review(s)</u>	<u>\$32<u>50</u>/EA</u>

*Additional fees apply for work without permits pursuant to Section 78-294 of the Arvada City Code. **Roadway classification to be determined by City Traffic Engineer.



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.4.

TO: THE HONORABLE CITY COUNCIL

DATE: October 16, 2023

SUBJECT: R23-087, A Resolution Authorizing an Agreement By and Between the City of Arvada and AGL Construction Company for Services Related to the Utilities Service Line Investigation and Replacement Project in an Amount Not to Exceed \$640,000.00 for All Phase I Services

Report in Brief

PRESENTER: Sharon Israel

The US EPA and Colorado Department of Public Health and Environment regulate the City of Arvada's public water system. New rules for lead service line identification and replacement have been promulgated, and the City team is working to ensure we continue to stay in compliance with all regulations. Meeting the requirements of the new rules will also ensure we continue to protect public health in the community through reliable infrastructure and delivery of safe drinking water.

Phase I of the Utilities Service Line Investigation and Replacement Project (RFP-23-UTS-066) consists of the Investigation portion of the project, which will primarily consist of contracting potholing services. Potholing will be performed on a select list of homes (with consent) in Arvada in order to determine the property owner's drinking water service line material, as required by the USEPA Lead and Copper Rule Revisions. AGL Construction Company was selected as the contractor for this part of the project.

The Arvada team recommends that the City Council approve R23-087, A Resolution Authorizing an Agreement By and Between the City of Arvada and AGL Construction Company for Services Related to the Utilities Service Line Investigation and Replacement Project in an Amount Not to Exceed \$640,000.00 for All Phase I Services.

Financial Impact

Phase I of the Utilities Service Line Investigation and Replacement Project in an Amount Not to Exceed \$640,000 will be funded by a mix of bond funds and cash funds. The funds are available in the Water Fund, CIP account number 41.734011.58202, Project # 97613.

Background

The USEPA finalized the Lead and Copper Rule Revisions (LCRR) in December 2021, in an effort to further public health protection against lead in drinking water. The Utilities Service Line Investigation (Phase I) and Replacement (Phase II, TBD) Project is one part of the many new requirements of the LCRR. The City is required to identify and classify every single drinking water service line material within the public water system boundary, for both public and private portions, specifically looking for remaining lead or galvanized service lines.

An extensive outreach program has been underway since 2021 using a variety of methods, but in order to meet the 100% success rate required, staff needs to incorporate additional means. On 7/31/23, RFP-23-UTS-066 was posted to solicit contract services for service line investigation. Potholing over service lines is an effective way to determine materials when they can't be identified by other methods. Out of four proposals received on 8/31/23, AGL Construction Company was unanimously selected by the evaluation team as the best value due to their extensive and relevant local experience, excellent references, focus on safety, customer interaction familiarity, and specialized electronic tracking system.

SUBJECT: R23-087, A Resolution Authorizing an Agreement By and Between the City of Arvada and AGL Construction Company for Services Related to the Utilities Service Line Investigation and Replacement Project in an Amount Not to Exceed \$640,000.00 for All Phase I Services	PAGE: 2 ITEM: 8.A.4.
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The agreement will be for one year with the option to renew an additional four (4) years. Beginning this work now will help the City be at or near completion of the service line inventory by the rule implementation date of October 2024.

The governing documents for a bond issued in December 2021 from the Water Enterprise Fund identified this project as one of the projects eligible for bond proceeds.

Discussion

This project is necessary in order to meet compliance requirements with new federal regulations and to protect public health against the dangers of lead exposure from drinking water pipe materials. The City team is utilizing all means and resources available to accomplish the service line inventory by the compliance date of October 2024.

AGL Construction Company was selected through a competitive process and has the direct experience with this type of investigative work, creating minimal impact while maximizing customer interface and safety. This agreement is in the City's best interest by keeping the service line inventory project moving forward in order to complete the federally mandated service line inventory by the compliance date.

Delaying this step now could delay the completion of the inventory and the next steps in the sequential process, thus delaying the effort to find and remove lead or galvanized lines and further protect public health. Phase I will begin Fall 2023 and continue through 2024. Sufficient funds for this project are available in the Utilities Project# 97613 "Corrosion Control Study & SVC Line Rep", CIP account number 41.734011.58202.

Public Contact

Posting of the City Council agenda

Commission Recommendation

N/A

Strategic Alignment

The approval of Resolution R23-087, A Resolution Authorizing an Agreement By and Between the City of Arvada and AGL Construction Company for Services Related to the Utilities Service Line Investigation and Replacement Project in an Amount Not to Exceed \$640,000.00 for All Phase I Services, will ensure continued public health protection and compliance with Federal regulations, enhancing our commitment to providing safe high-quality drinking water to the residents of Arvada along with replacing aging infrastructure.

In addition, work related to the water service line investigation and replacement aligns with the following Principle stated within the Infrastructure Priority Area:

Provides the community with a safe, reliable, high-quality water supply, drainage system, and wastewater disposal services for full city build-out, as defined by the Comprehensive Plan. This includes maintaining utility rates at the lowest practical levels with accurate billing that supports replacement of aging infrastructure in order to maintain robust utility systems.

Alternative Courses of Action

N/A

Recommendation for Action

SUBJECT: R23-087, A Resolution Authorizing an Agreement By and Between the City of Arvada and AGL Construction Company for Services Related to the Utilities Service Line Investigation and Replacement Project in an Amount Not to Exceed \$640,000.00 for All Phase I Services	PAGE: 3 ITEM: 8.A.4.
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The Arvada team recommends that the City Council approve R23-087, A Resolution Authorizing an Agreement By and Between the City of Arvada and AGL Construction Company for Services Related to the Utilities Service Line Investigation and Replacement Project in an Amount Not to Exceed \$640,000.00 for All Phase I Services.

Suggested Motion:

I move that R23-087, A Resolution Authorizing an Agreement By and Between the City of Arvada and AGL Construction Company for Services Related to the Utilities Service Line Investigation and Replacement Project in an Amount Not to Exceed \$640,000.00 for All Phase I Services, be (approved) (rejected).

Prepared by:
Evelyn Rhodes, Water Quality Administrator

Reviewed by:

Approved by:

Sharon Israel, Director of Utilities	9/28/2023
Bryan Archer, Director of Finance	9/28/2023
Tammy Hedlund, Legal Specialist	9/28/2023
Jessica Morales, Assistant City Attorney	9/28/2023
Rachel Morris, City Attorney	9/29/2023
Don Wick, Deputy City Manager	10/1/2023
Lorie Gillis, City Manager	10/3/2023

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R23-087

A RESOLUTION AUTHORIZING AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND AGL CONSTRUCTION COMPANY FOR SERVICES RELATED TO THE UTILITIES SERVICE LINE INVESTIGATION AND REPLACEMENT PROJECT, IN AN AMOUNT NOT TO EXCEED \$640,000.00 FOR ALL PHASE I SERVICES

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, an Agreement, which is in substantially the same form as that attached hereto, by and between the City of Arvada and AGL Construction Company in an amount not to exceed \$640,000.00 for all Phase I services.

Section 2. This resolution shall be effective upon its approval by the City Council.

APPROVED AND ADOPTED this 16th day of October, 2023.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:
Rachel A. Morris, City Attorney

By: _____

**AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA
AND AGL CONSTRUCTION COMPANY FOR SERVICES
RELATED TO THE UTILITIES SERVICE LINE
INVESTIGATION AND REPLACEMENT PROJECT, IN AN
AMOUNT NOT TO EXCEED \$640,000.00 FOR ALL PHASE I
SERVICES**

- 1. PARTIES.** The Parties to this Agreement are the City of Arvada, a Colorado home rule municipal corporation, whose mailing address is 8101 Ralston Road, Arvada, CO 80002 (“Arvada” or the “City”) and AGL Construction Company, a Colorado Corporation whose principal place of business is located at 7302 Ivanhoe St., Commerce City, CO 80022 (“Contractor”). The Parties may be referred to individually as a “Party” and collectively as the “Parties.”
- 2. RECITALS AND PURPOSE.**
 - 2.1. Arvada requires a qualified contractor to provide services related to its Utilities Service Line Investigation & Replacement Project, as described in the Contract Documents (the “Project” or the “Work”).
 - 2.2. On or about July 31, 2023, Arvada issued Request for Proposal #23-UTS-066 Utilities Service Line Investigation & Replacement Project (“Arvada’s RFP”) seeking responses from qualified contractors to provide professional services for the Project.
 - 2.3. Contractor has extensive experience as a utility contractor. On or about August 17, 2023, Contractor submitted its response to Arvada’s RFP (“Contractor’s Response”).
 - 2.4. Arvada has determined that Contractor has the requisite background, skill, expertise, and insurance to provide the requested services and other related services, under the terms and conditions more fully set forth below.
 - 2.5. Contractor acknowledges and agrees that this contract is only for Phase I services, as described in the Contract Documents.
 - 2.6. Phase II services, as described in the Contract Documents, are not guaranteed. If Phase II services are awarded to Contractor, the Parties shall execute an Amendment to this Agreement for those services. If awarded Phase II services, Contractor shall provide the following:
 - 2.6.1. A Performance and Payment Bond for Phase II services.

- 2.6.2. **Retainage.** Contractor shall submit monthly invoices together with any retainage requirements as prescribed by Colorado state statutes (see e.g., C.R.S. § 24-91-101 et seq). Payment from Arvada will be paid NET 30 days. Invoices will accurately reflect actual work completed by Contractor and its subconsultants or subcontractors.
- 2.7. Contractor shall endeavor to develop, implement and maintain, a spirit of cooperation, collegiality, and open communication with Arvada, Arvada's Consultants, and Arvada's residents so that the goals and objectives of each are clearly understood, potential problems are resolved promptly, and upon completion, the Project is deemed a success by all interested parties.
- 2.8. Arvada and Contractor agree that Arvada contemplates using Contractor as a contractor for the Work as described in the Contract Documents. However, Arvada and Contractor acknowledge and agree that Arvada may, at its sole discretion, use other contractors to perform similar services, and that this Agreement in no way limits Arvada from hiring other contractors or constitutes a contract for exclusive services from Contractor.

3. CONTRACT DOCUMENTS AND EXHIBITS.

- 3.1. Contract Documents. The Contract Documents shall consist of this Agreement together with the following:

Exhibit A: Arvada's Request for Proposal #23-UTS-066 Utilities Service Line Investigation & Replacement Project, including all exhibits and/or addenda; and

Exhibit B: City of Arvada Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements (*due to its voluminous nature, Exhibit B is not attached hereto but is incorporated herein by reference*); and

Exhibit C: Contractor's Response.

All exhibits referred to in this Agreement are attached hereto and are, by reference, incorporated herein for all purposes.

- 3.2. Interpretation of Contract Documents. In the event any matter, term, provision, or condition that is the subject of this Agreement requires clarification or is in dispute, or is the subject of a difference of opinion, then the terms of this Agreement shall control, and then the terms of **Exhibit A**, and then **Exhibit B**, and then **Exhibit C**, in that order.

4. TERM AND TERMINATION.

- 4.1. Effective date. This Agreement will become effective and binding on both Parties upon its execution by Arvada.
- 4.2. Term. The term of the Agreement shall remain in effect for one year from Arvada's execution of the Agreement as described in Sec. 4.1. unless otherwise agreed to in writing by the Parties, and subject to availability of funds.
 - 4.2.1. Termination. Notwithstanding the above, Arvada may terminate this Agreement with or without cause upon 30 days written notice and in accordance with the provisions of this Agreement and **Exhibit A**.
- 4.3. Renewal. This Agreement may be renewed by Arvada for no more than four consecutive one-year renewal terms. Renewals will be automatic unless the Agreement is terminated.
- 4.4. Notwithstanding any of the above, Contractor shall complete Phase I services by December 31, 2024, and Phase II services, if awarded, by December 31, 2026.

5. COMPENSATION.

- 5.1. Payment. Arvada shall pay Contractor for the Work requested by Arvada and rendered by Contractor under this Agreement in an amount not to exceed \$640,000.00 for all Phase I Services.
 - 5.1.1 Itemized invoices. Contractor shall submit itemized monthly invoices to Arvada for actual services that have been accepted by Arvada and performed by Contractor. Payment by Arvada will be due NET 30 days.
- 5.2. Other services. While Arvada has listed the primary requirements for its solicitation in Arvada's RFP, Arvada may, during the term of this Agreement, wish to purchase other related services identified and offered by Contractor, based upon the pricing and fee amounts contained in the Contract Documents.

6. SCOPE OF SERVICES.

- 6.1. Contractor shall perform the Work as described in the Contract Documents or as amended by the mutual consent of the Parties in writing. Should the Parties agree in writing to a change in the scope of services or a change in a deadline provided in the Contract Documents, then the Parties will timely execute an amendment, which will address the amended scope of services, revisions to necessary start and end dates, any applicable deliverables and associated due dates, reporting requirements, documentation requirements, and any other matters that the Parties deem necessary.
- 6.2. This Project will require Work to be done at several different locations/private

residences. Before commencing any Work, the Contractor shall (i) visit and thoroughly inspect the Project Site and any structure(s) or other man-made features to be modified and become familiar with local conditions under which the Project will be constructed and operated; (ii) familiarize itself with the location of all existing buildings, utilities, conditions, streets, equipment, components and other attributes having or likely to have an impact on the Project; (iii) familiarize itself with Arvada's engineering and design requirements, design objectives, and budget for the Project; (iv) familiarize itself with pertinent Project dates and programming needs, including the Project schedule; (v) if applicable, review and analyze Project geotechnical, environmental, and construction materials tests, investigations and recommendations, (vi) review all specifications; and (vii) gather any other information necessary for a thorough understanding of the Project. Claims by Contractor resulting from Contractor's failure to familiarize itself with the Site or pertinent documents shall be deemed waived.

6.3. Contractor shall be responsible for the quality, completeness, accuracy, and coordination of the Work. Contractor shall provide professional and construction services that meet all industry standards, including all environmental and regulatory requirements. Contractor shall be responsible for any damage to property that results from Contractor's negligence, omissions, or actions.

6.4. Contractor shall provide Arvada with information regarding all addresses Contractor visits/contacts in performance of Phase I or Phase II services. Such information shall include:

6.4.1. The address visited/contacted.

6.4.2. The date(s) the address was visited/contacted.

6.4.3. The date(s) of any work performed, and an explanation of the work performed.

6.4.4. The name of Contractor's representative(s) conducting the visit/contact/work.

6.4.5. The name of anyone contacted/present during the visit/contact/work.

7. **TERMS AND CONDITIONS IN CONTRACT DOCUMENTS.** Contractor affirms that it has read and is familiar with all of the Contract Documents including the General Terms and Conditions set forth in Arvada's solicitation or otherwise attached to this Agreement, and agrees to be bound by those Terms and Conditions.

8. **PERFORMANCE MEASURES.** The Performance Measures for this Agreement shall be those proposed in Contractor's Response and accepted by Arvada.

9. **PROJECT OWNERS.** Arvada designates Evelyn Rhodes as Arvada's Project Owner. Evelyn Rhodes (erhodes@arvada.org) will be Arvada's responsible staff member to

provide direction to Contractor during the course of the Work. Arvada reserves the right to change the Project Owner(s) at its discretion and will promptly notify Contractor of any such change in writing. Contractor designates Kathryn Davis as Contractor's Project Owner. Kathryn Davis (kate@aglconstruct.com) will be Contractor's primary contact person during the course of this Agreement. Contractor may change the Project Owner(s) at its discretion, but must notify Arvada of any such change in writing, within three-days of the change.

10. **INSURANCE.** Contractor will be required to, at its own expense, keep in full force and effect during the term of the Agreement, and during the term of any extension or amendment of the Agreement, insurance reasonably sufficient to insure against the liability assumed by Contractor under the terms of the Contract Documents. Contractor's failure to secure and maintain sufficient insurance at any time during the pendency of this Agreement do not relieve Contractor of its obligations under this provision; Contractor's failure to fulfill the obligations of this section will make the Contractor the *per se* insurer.

10.1. In addition to the Insurance Requirements in Arvada's RFP, Contractor will also be required to carry the following:

Pollution Legal Liability Insurance for limits not less than \$1,000,000 per occurrence (or claims made) and not less than \$1,000,000 aggregate for bodily Injury, personal Injury and property Damage.

11. **LEGAL STANDARD.** Contractor shall furnish construction services in accordance with industry standards currently practiced by construction professionals on projects similar in size, complexity and cost to the Project.
12. **CONSTRUCTION STANDARDS.** Contractor shall perform all services in accordance with requirements of governmental agencies having jurisdiction over the Project, City of Arvada Engineering Code of Standards and Specifications for the Design and Construction of Public Improvements, and the requirements set forth in the Contract Documents. In addition, the Contractor's work shall comply with all applicable building codes, accessibility laws and regulations, environmental regulations, and other applicable legal requirements in effect at the time of the work. To the extent Arvada's standards exceed applicable legal requirements, such standards shall be met unless Contractor obtains a variance from Arvada in writing.
13. **PERMITS.** Contractor shall be responsible for obtaining all necessary permits and other governmental approvals necessary for the development of the Project and shall obtain the same at the times necessary to meet the Project schedule.
14. **ACTS AND OMISSIONS OF SUBCONTRACTORS AND AGENTS.** Contractor shall be responsible to Arvada for acts and omission of the Contractor's employees, Subcontractors, and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.

15. **ARVADA'S REVIEW.** Arvada's review, inspection, or approval of any work, Testing Documents, Applications for Payment, or other submittals shall be solely for the purpose of determining whether the same are generally consistent with Arvada's standards, policies and requirements. No review, inspection, or approval by Arvada of such work or documents shall relieve Contractor of its responsibility for the performance of its obligations under the Agreement or the accuracy, adequacy, fitness, suitability, or coordination of its construction services. Approval by any governmental or other regulatory agency or other governing body of any work, Testing Document, or the Construction Documents shall not relieve Contractor of responsibility for the performance of its obligations under this Agreement. Payment by Arvada pursuant to the Agreement shall not constitute waiver of any of Arvada's rights under the Agreement or at law, and Contractor expressly accepts the risk that defects in its performance, if any, may not be discovered until after payment, including final payment, is made by Arvada. Notwithstanding the foregoing, reasonable notice shall be given by Arvada to the Contractor if Arvada becomes aware of any fault or defect in the Project or non-conformance with the Contract Documents.
16. **INTEGRATION, AMENDMENT, AND SEVERABILITY.** This Agreement represents the entire agreement between the Parties; there are no oral or collateral agreements or understandings. The Parties, by mutual agreement, may amend this Agreement at any time. Any amendments must be in writing and will be incorporated into and made a part of this Agreement. If any provision in this Agreement is held to be invalid or unenforceable, the remainder of this Agreement will be deemed severable, and as such, the remaining provisions will continue in full force and effect.
17. **NOTICES.** Any notice or notification required or permitted by the Agreement shall be in writing, and may be sent to the other Party by certified or registered mail, or by electronic mail, addressed to the that Party's project owner at such street address or email address as are set forth herein or subsequently designated by the Parties. Such notice or notification shall be deemed to have been given when deposited in the United States mail or, in the case of electronic mail, upon the sent date stamp contained in the electronic mail.
18. **ADDITIONAL DOCUMENTS OR ACTION.** The Parties agree to execute any additional documents and to take any additional action that is necessary to carry out this Agreement.
19. **BINDING AUTHORITY.** Contractor represents and affirms that the signature page hereof accurately states the full legal name of Contractor (whether as a corporation, partnership, limited liability company, sole proprietorship, or other), contains all requisite signature(s) on behalf of Contractor, and in all other respects is effective to bind Contractor, in accordance with all applicable statutes, regulations, resolutions, rules, bylaws, agreements, or similar sources of authority or limitation. This Agreement may be executed in counterpart(s), each of which shall be deemed to be an original, and all of which, taken together, shall constitute one instrument.

(Signatures on next page.)

DATED this _____ day of _____, 2023.

CITY OF ARVADA, a Colorado home
rule municipal corporation

Marc Williams
Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST:

City Clerk

APPROVED AS TO FORM:
Rachel A. Morris, City Attorney

By: _____

AGL CONSTRUCTION COMPANY, a
Colorado Corporation

Kathryn Davis
CEO
7302 Ivanhoe St.
Commerce City, CO 80022
Email: kate@aglconstruct.com

Exhibit A

**An Agreement By And Between The City Of Arvada And AGL
Construction Company For Services Related To The Utilities
Service Line Investigation And Replacement Project, In An
Amount Not To Exceed \$640,000.00 For All Phase I Services**

Exhibit A

00 23-UTS-066 Arvada Service Line Investigation



REQUEST FOR PROPOSAL

Proposal #: 23-UTS-066

Title: Utilities Service Line Investigation & Replacement Project

RFP Issued: 07/31/2023

Pre-Proposal Meeting: 8/8/2023 - 11:00 a.m. MT
Ralston Water Treatment Plant, 6750 Dunraven St., Arvada, 80007

Question Deadline: 08/17/2023 - 2:00 p.m. MT
Questions and responses will be posted on BidnetDirect.com

Proposals Due By: 08/31/2023 - 2:00 p.m. MT
Electronic Submissions must be submitted as (1) PDF online at BidNetDirect.com. This is the ONLY VALID source for postings regarding this solicitation.
Your company name must be the first word naming the pdf file.
Late responses will not be considered for award.

Projected Start Date: Fall 2023

Submit questions on Bidnetdirect.com – one question per line please.

Submit administrative questions NOT related to the scope to: Cheryl Dye, CPPB, cdye@arvada.org
Direct contact with the requesting department may result in vendor disqualification.

Arvada Vision: We dream big and deliver.

Mission: We are dedicated to delivering superior services to enhance the lives of everyone in our community.

Values:

Innovation – We excel in creativity, flexibility and the use of best practices while valuing diverse backgrounds, ideas and perspectives.

Passion – We are a high performing, inclusive team inspiring each other to pursue excellence.

Opportunity – We value our diversity, embrace possibilities, face challenges, persevere and take action to deliver quality results.

Documents included in this Request:

General Terms and Conditions	page 2-4
Special Terms and Conditions	page 5-6
Insurance Requirements	page 6
Administrative Instructions and Evaluation Criteria	page 7-9
Statement/Scope of Work	page 9-11
Submittal Forms and References	page 12
Performance Measures Form	page 14

GENERAL TERMS AND CONDITIONS

1. **NO MULTI-YEAR FISCAL OBLIGATION.** Financial obligations of Arvada payable after the current fiscal year are contingent on funds for that purpose being appropriated, budgeted, and otherwise made available by the City Council for Arvada. Arvada's obligations under the Agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of Arvada within the meaning of Article X, Section 20 of the Colorado Constitution (TABOR).
2. **TAXES.** Arvada shall not be liable for the payment of any excise, sales, or use taxes. Arvada is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-01789). Contractor shall not invoice Arvada for any state, federal or local taxes. Upon written notification by Arvada, Contractor shall reimburse Arvada in a timely manner for any taxes erroneously paid by Arvada.
3. **NO INDEMNIFICATION BY ARVADA.** Arvada is prohibited under Article XI, Section 1 of the Colorado Constitution from indemnifying anyone. Despite any provision in any contract document to the contrary, Arvada does not indemnify Contractor or anyone else under the Agreement.
4. **INDEMNIFICATION OF ARVADA.** Contractor shall indemnify, defend, and hold harmless Arvada, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards, and other amounts (including attorneys' fees and related costs) arising from or related to any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with the Agreement.
 - 4.1. **Confidential Information Indemnification.** Disclosure or use of Arvada Confidential Information by Contractor may be cause for legal action by third parties against Contractor, Arvada, or their respective agents. Contractor shall indemnify, defend, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by Arvada in relation to any act or omission by Contractor, or its employees, agents, assigns, or subcontractors.
 - 4.2. **Intellectual Property Indemnification.** Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Deliverable, Good or Service, software, or Work provided by Contractor under the Agreement (collectively, "IP Deliverables"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. Contractor's obligations shall not extend to the combination of any IP Deliverables provided by Contractor with any other product, system, or method, unless the other product, system, or method is (a) provided by Contractor or Contractor's subsidiaries or affiliates; (b) specified by Contractor to work with the IP Deliverables; (c) reasonably required in order to use the IP Deliverables in its intended manner and the infringement could not have been avoided by substituting another reasonably available product, system, or method capable of performing the same function; or (d) is reasonably expected to be used in combination with the IP Deliverables.
5. **GOVERNMENTAL IMMUNITY.** Liability for claims for injuries to persons or property arising from the negligence of Arvada, its departments, boards, commissions, committees, bureaus, offices, employees and officials shall be governed by the provisions of the Colorado Governmental Immunity Act, §§24-10-101, *et seq.*, C.R.S. (CGIA). No term or condition of the Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions contained in the CGIA.
6. **OPEN RECORD REQUESTS.** Arvada is obligated to comply with the Colorado Open Records Act (C.R.S. §§24-72-200.1 *et seq.*)(CORA), which may require Arvada to disclose all or a portion of communications relating to the Agreement, any transaction under the Agreement, and other related matters. Contractor has been advised to familiarize itself with CORA. Any confidentiality provisions in any contract documents are subject to the provisions of CORA.
7. **PROTECTION OF PERSONAL IDENTIFYING INFORMATION.** In the event the Agreement includes or requires Arvada to disclose to Contractor any Personal Identifying Information as defined in C.R.S. § 24-73-101, Contractor shall comply with the applicable requirements of C.R.S. §§ 24-73-101, *et seq.*, relating to third-party service providers.
8. **NO THIRD PARTY BENEFICIARIES.** The Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than Arvada and Contractor. Enforcement of the Agreement and all related rights and obligations are reserved solely to Arvada and Contractor. Any services or benefits which third parties receive as a result of the Agreement are incidental and do not create any rights for such third parties.
9. **ASSIGNMENT.** Contractor's rights and obligations under the Agreement are personal and may not be transferred or assigned without the prior, written consent of Arvada. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor's rights and obligations approved by Arvada shall be subject to the provisions of the

Agreement. Any provision of an assignment that enlarges any duty, responsibility, or obligation of Arvada, or that limits, curtails, or diminishes any right or privilege of Arvada, without Arvada's express written consent, shall be void.

10. **BINDING EFFECT.** This Agreement shall insure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns.
11. **SURVIVAL.** Any provision of the Agreement that imposes an obligation on a party after the Agreement's termination or expiration shall survive the termination or expiration and shall be enforceable by the other party.
12. **SUBCONTRACTS.** Contractor shall not subcontract any of its responsibilities without Arvada's prior written approval, which will not be unreasonably withheld. Contractor shall submit to Arvada a copy of each such subcontract upon Arvada's request. All subcontracts Contractor enters into in connection with the Agreement shall comply with all applicable federal, state, and local laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of the Agreement. Contractor agrees it is fully responsible for subcontractors performing services under the Agreement. Contractor shall be Arvada's sole point of contact regarding the services, including with respect to payment.
13. **INDEPENDENT CONTRACTOR.** Contractor shall perform its duties under the Agreement as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of Arvada. Contractor shall not have authorization, express or implied, to bind Arvada to any agreement, liability, or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through Arvada and Arvada shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to the Agreement. Contractor shall: (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law; (ii) provide proof thereof when requested by Arvada; and (iii) be solely responsible for its acts and those of its employees and agents.**
14. **LICENSES, PERMITS, AND OTHER AUTHORIZATIONS.** Contractor shall secure, prior to the effective date, and maintain at all times during the term of the Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under the Agreement, and shall ensure that all employees, agents and subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to the Agreement.
15. **STANDARD AND MANNER OF PERFORMANCE.** Contractor shall perform its obligations under the Agreement in accordance with the highest standards of care, skill, and diligence in Contractor's industry, trade, or profession.
16. **TIME OF THE ESSENCE.** Contractor acknowledges and agrees that time is of the essence for this Agreement and that it is an essential term of this Agreement that Contractor maintain a rate of progress in the Services that will result in completion of the Services in accordance with this Agreement. To that end, Contractor agrees to proceed with all due diligence to complete the Services in a timely manner in accordance with this Agreement, and further agrees that failure to complete any of the Services during the Term of this Agreement, or as may be more specifically set forth in an attachment, exhibit, or modification, shall be deemed a breach.
17. **WAIVER OF BREACH.** A waiver by any party to the Agreement of a breach of any Agreement term shall not operate or be construed as a waiver of any subsequent breach by either party.
18. **RIGHT TO TERMINATE.** Arvada shall have the right to terminate, without cause, the Agreement. Any such termination shall not be considered a breach of the Agreement or any extension. In the event Arvada terminates for convenience, Arvada will pay Contractor for requested work performed up until the time of termination, not to exceed the total amount of the contract price agreed upon by Arvada and Contractor.
19. **EXTERNAL TERMS AND CONDITIONS.** Notwithstanding anything to the contrary, Arvada shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in the Agreement.
20. **PROHIBITED TERMS.** Any term included in the Agreement that requires Arvada to indemnify or hold Contractor harmless; requires Arvada to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or

damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Any term included in the Agreement that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under the Agreement, and no insurance policy shall be interpreted as being subject to any limitations of liability of the Agreement.

21. **COMPLIANCE WITH ALL LAWS.** Contractor shall comply with all applicable federal, Colorado and Arvada laws, rules, regulations, policies and procedures in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
22. **BINDING ARBITRATION PROHIBITED.** Arvada does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary shall be null and void.
23. **GOVERNING LAW AND VENUE.** Colorado law, rules, and regulations shall be applied in the interpretation, execution, and enforcement of the Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to the Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in Jefferson County.
24. **OWNERSHIP OF WORK PRODUCT.** The originals of all plans, reports, studies, data, or other materials or information relating to the Work that are produced by Contractor shall be delivered to and become the property of Arvada. Contractor may retain copies of any originals; however, no plans, reports, studies, data, or other materials or information relating to the Work shall be released to any person or entity without the prior written consent of Arvada. Nothing in this clause is intended to affect Contractor's right to use generic know-how learned in the course of providing services under the Agreement for the future benefit of Arvada or others.
25. **SOFTWARE PIRACY PROHIBITION.** Arvada or other public funds payable under the Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of the Agreement and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If Arvada determines that Contractor is in violation of this provision, Arvada may exercise any remedy available at law or in equity or under the Agreement, including, without limitation, immediate termination of the Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.
26. **ACCESSIBILITY COMPLIANCE.**
 - 26.1 Arvada is obligated to comply with the Colorado Anti-Discrimination Act (C.R.S. §§24-34-300 et seq.)("CADA"), which requires all digital and online platform and content providers to comply with the minimum Accessibility Standards for Individuals with a Disability, adopted by the Colorado Office of Information Technology ("OIT") under C.R.S §24-85-103(2.5). Contractor has been advised to familiarize itself with CADA.
 - 26.2 To the extent the Work or any of Contractor's services provided under the Agreement involves digital, technological components, including but not limited to software, websites, applications, digital documents (the "Material"), all Material shall comply with the OIT's currently adopted minimum Accessibility Standards for Individuals with a Disability at all times.
 - 26.3 Contractor shall indemnify, save, and hold harmless Arvada, its employees, agents and assignees (the "Indemnified Parties") against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relationship to Contractor's failure to comply with Section (1.2) above.
 - 26.4 Upon Arvada's request, Contractor shall certify to Arvada that its service(s) and digital documents are compliant with Section (1.2) above. Arvada may require Contractor's compliance to the OIT's currently adopted minimum standards of accessibility to be determined by a third party selected by Arvada to attest to Contractor's compliance.

SPECIAL TERMS AND CONDITIONS

1. PRICES FIXED AND FIRM FOR THE TERM OF THE CONTRACT

Prices proposed by the vendor shall remain fixed and firm during the term of the contract; however, the vendor may offer incentive discounts from the fixed price. This contract shall commence upon the date specified in the Contract or Purchase Order and shall remain in effect until such time as all items/services purchased in conjunction with this solicitation have been delivered and accepted by the City's authorized representative. It shall be understood and agreed that any warranty period which exceeds this term shall remain in full force for the duration of the warranty period.

2. OPTION TO RENEW FOR SUBSEQUENT YEARS

The prices or discounts quoted in this Solicitation shall prevail for one year from the effective date of the contract, at which time the City shall have the option to renew the contract for 4 additional one year periods; provided that the vendor provided satisfactory performance during the contract period. Continuation of the contract beyond the initial period is a City prerogative and not a right of the vendor. Unless otherwise notified in writing, the option period shall become automatic at the end of the original period.

During the option period, the City will consider an adjustment to the pricing structure. For consideration, the vendor must document that it was subject to a price adjustment by the product manufacturer or a direct wholesale supplier. Any price adjustments shall not exceed the amount being passed on.

3. CONTENTS OF OFFER

Vendors are required to submit offers with the following conditions:

- a. Vendors shall make all investigations necessary to inform themselves of the facilities affected by the delivery of products and services required by the Solicitation.
- b. Any official interpretation of the Solicitation may only be issued by an authorized agent of the City. The City shall not be responsible for other interpretations offered by employees not authorized.
- c. The City shall issue Addenda if substantial changes are required which may impact the content and submission of Offers. A copy of such addenda will be publicly posted with the original RFP posting.
- d. The apparent silence or omissions within this Solicitation regarding a detailed description of the materials or services shall be interpreted to mean that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be provided.

4. CLARIFICATION AND MODIFICATIONS

The contract resulting from this solicitation will be subject to the Solicitation materials, City Ordinance, State and Federal Statutes. When conflicts occur, the highest authority shall prevail. Vendors are required to indicate any variances to the terms, conditions, requirements and specifications of this Solicitation; no matter how slight. If variations are not stated in the vendor's Offer, it shall be agreed that the vendor's Offer fully complies with all conditions identified in this Solicitation.

5. ELIGIBILITY OF VENDORS: MUST BE ENGAGED IN SUPPLYING PRODUCTS OR SERVICES RENDERED

Offers will only be considered from firms which have been engaged in the business of manufacturing or distributing the goods and/or performing services described in this Solicitation. Vendors must be able to produce evidence that they have an established satisfactory record of performance for at least two (2) years and have sufficient finances and structure to ensure that they can satisfactorily execute the Contract requirements, as determined by authorities of the City. The City reserves the right, before awarding the contract, to require a vendor to submit evidence of its qualifications including, but not limited to, financial, technical and other qualifications, as well as past performance with the City, for consideration in making the award in the best interest of the City.

6. CONFIDENTIAL DOCUMENTS

Vendors may designate specific pages or sections within their submission as trade secret or confidential commercial information or as otherwise protected by law ("Confidential Information"). Documents and data that are considered Confidential Information shall be clearly marked as such and separated from the rest of the solicitation submission documents. Commingling is not acceptable. The City does not favor blanket assertions of Confidential Information. Please note that blanket assertions that merely classify and/or broadly claim information is confidential are insufficient as a matter of law. See, *International Brotherhood of Electrical Workers Local 68 v. Denver Metropolitan Major League Baseball Stadium District*, 880 P.2d 160 (Colo.App. 1994). Any information that will be included in any resulting contract cannot be considered Confidential. Under no circumstances may submission pricing information be considered Confidential. In the event a formal contract is entered into with the City and a portion of the Proposal/Response carries a designation indicating the Vendor believes it is Confidential Information, then the City agrees that it will use its best efforts to forward any request for the disclosure of the Confidential Information to the Vendor. By its submission of the Proposal/Response, Vendor agrees to promptly respond to the request for disclosure with any objections and reasons therefore in accordance with the Colorado Open Records Act C.R.S. §§24-72-101 *et seq.* and any other applicable law. Further, Vendor agrees to assume the obligation to defend, hold harmless, and indemnify the City in any legal proceeding that arises from non-disclosure of documents or data pursuant to the Vendor's objection.

7. COOPERATIVE PURCHASING

The City of Arvada encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental agencies including the Multiple Assembly of Procurement Officials (MAPO) and the Cooperative Educational Purchasing Council (CEPC). We hereby request that any member of MAPO/CEPC be permitted to avail itself of this contract and purchase, as specified by the contract resulting from this RFP, at the contract prices established therein. Each governmental entity would establish its own contract, issue its own orders, be invoiced directly, make its own payments and issue its own exemption certificates as required. It is

understood and agreed that the City of Arvada is not a legally binding party to any contractual agreement made between another governmental entity and the successful vendor as a result of this solicitation. The City shall not be liable for any costs or damages incurred by any other entity.

8. MODIFICATIONS TO EXISTING CONTRACT

Terms and conditions may be added, modified, and deleted upon mutual agreement between authorized agents of the City and the vendor provided that such terms and conditions remain within the scope and original intent of the Solicitation. Said terms and conditions may include, but are not limited to, additions or deletions of service levels and/or commodities, and increases or decreases in the time limits for an existing contract. Any and all modifications must be signed by authorized agents of the City and the vendor prior to the enactment of such modifications.

9. DELIVERY

Quoted prices and deliveries are to be FOB Destination freight prepaid and shall require inside delivery unless otherwise specified in the Special Conditions of this Solicitation. Title and risk of loss shall pass to the City upon inspection and acceptance by the City at its designated point of delivery; unless otherwise specified in the Special Conditions.

10. CONDITION OF MATERIALS AND PACKAGING

All materials and products supplied by the vendor in conjunction with this solicitation shall be new (unless otherwise specified in the Special Conditions), warranted, free from defects, and consistent with industry standards.

The Solicitation price shall include commercial packaging. The materials and products shall be delivered to the City in excellent condition for inspection by City representatives. If the product(s) is damaged or a number of items or components are missing during shipment, the vendor shall either replace the damaged items (if shipped by the vendor) or be responsible for filing, processing and collecting all damage claims (if shipped by a contractor of the shipper). In the event that any of the materials and products supplied to the City by the vendor are found to be defective or do not conform to the specifications, the City reserves the right to return the product to the vendor at no cost to the City; either as an exchange for suitable merchandise or for full credit.

INSURANCE REQUIREMENTS

The following listed insurance requirements shall be carried by the selected vendor for the entirety of the contract. Applicable requirements for this solicitation are identified by completed check boxes.

- ☒ **Commercial General Liability**, written on an occurrence form, for limits not less than \$1,000,000 for bodily injury and property damage for each occurrence and not less than \$2,000,000 aggregate. Coverage shall include premises and operations liability, blanket contractual, broad form property damage, products and completed operations and personal injury endorsements.
- 1. ☒ **Workers' Compensation and Employers Liability** as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$1,000,000 each accident/disease and \$1,000,000 aggregate.
- 2. ☒ **Automobile Liability** for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include owned, non-owned and hired automobiles.
- 3. ☒ **Umbrella Liability** of \$5,000,000, following form to the Commercial General Liability.
- 4. ☐ **Builders Risk or Course of Construction** Purchased by contractor to cover physical damage to property in construction or rehab. Contractors will ensure that City and subcontractors will be covered as additional insureds, excluding their own machinery, tools and equipment.
- 5. ☒ **Professional Liability** Professional Liability insurance in an amount of not less than \$1,000,000 per occurrence, covering the professional work contemplated under this proposal. The coverage shall have an extended reporting period of three (3) years following the date of substantial completion of the work for reporting of claims.
- 6. ☐ **Pollution Legal Liability Insurance** for limits not less than \$1,000,000 per occurrence (or claims made) and not less than \$1,000,000 aggregate for bodily Injury, personal Injury and property Damage.
- 7. ☐ **Privacy/Network/Cyber Liability Insurance** for limits not less than \$1,000,000 for any firm providing product or services associated with IT, software, communication, or network.

Additional Insurance Requirements:

- Contractor will be required to, at its own expense, keep in full force and effect during the term of the Agreement, and during the term of any extension or amendment of the Agreement, insurance reasonably sufficient to insure against the liability assumed by Contractor pursuant to the provisions of the solicitation sent by the City of Arvada or as determined by the City of Arvada Risk Manager.
- Issuance of a Purchase Order/Contract is contingent upon the receipt of the insurance documents. Work shall not commence before this requirement is met. If the vendor fails to submit the required insurance documents within fifteen (15) calendar days after notice to submit such policies is given to the vendor by a City representative, the vendor may be in default of the Award.
- Except for Workers Compensation, Employer's Liability insurance, Automobile Liability and Professional Liability insurance, the City of Arvada must be endorsed as an additional insured on a Certificate of Insurance.
- All coverage must be written with carriers holding a minimum A.M. Best rating of A-:VII, and authorized to do business in Colorado. Coverage shall be primary, and any insurance held by the City of Arvada is excess and non-contributory.
- The City, through its Risk Manager, reserves the right to require additional insurance coverage and other requirements.

ADMINISTRATIVE INFORMATION**1. PURPOSE - TO OBTAIN PROPOSALS**

The purpose of this Solicitation is to provide qualified vendors with sufficient information regarding the City's needs in order to adequately prepare and submit a Proposal. Proposals must be received by the date and time established in this solicitation. Once the deadline has passed, Proposals will not be able to upload to the BidNet site. Proposals are proprietary working documents offered by prospective vendors and, as such, are not subject to public inspections until an official award is made.

2. PREPARATION AND SUBMISSION

Offers will be prepared as follow:

- a. A blank shall be construed as "No Bid/not offered". Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
- b. Vendors will not knowingly participate in solicitations where there exists a conflict of interest with their firm and a member of City staff or their immediate family.
- c. Solicitations and addenda are available at WWW.BIDNETDIRECT.COM. Registration is available to receive email notification of new solicitations, addenda and communications.
- d. Vendors who qualify their Offers by requiring alternate contractual terms and conditions as a stipulation for contract award, must include such alternate terms and conditions in its Offer. The City reserves the right to declare the vendor's Offer as non-responsive if any of these alternate terms and conditions are in conflict with the City's terms and conditions, or its best interest.
- e. Once Offers have been opened, the City shall not consider any subsequent submissions of alternate terms and conditions.

3. MODIFICATION OR WITHDRAWAL OF OFFERS

Modifications to Offers- Changes to the Offer after the submission deadline shall be allowed only when the vendor can show convincing evidence that an unintentional factual mistake was made. Modification requests must be made in writing. Any modification submitted to the City must have the vendor's name, address, Solicitation Number and title included.

Withdrawal of Offers- Offers may not be withdrawn after the deadline for the Solicitation for a period of ninety (90) calendar days. If an Offer is withdrawn by the vendor during this ninety (90) day period, the City may, at its option, suspend the vendor and may not accept any Offer from the vendor for a six (6) month period following the withdrawal.

4. REJECTION OF OFFERS

- a. The City may reject an offer, in whole or in part, for reasons including, but not be limited to:
 - i. The vendor misstates or conceals any material fact in its Proposal;
 - ii. The vendor's Offer does not strictly conform to the law or requirements of the Solicitation;
 - iii. The Offer expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Special Conditions;
 - iv. The Offer does not include documents which are required for submission with the Offer; or
 - v. The Offer has not been executed by the vendor through an authorized signature.
- b. The City may, at its sole and absolute discretion:
 - i. Reject all or parts of Offers submitted by prospective vendors;
 - ii. Re-advertise this Solicitation;
 - iii. Postpone or cancel the Solicitation;
 - iv. An Offer may not be accepted from, nor any contract be awarded to, any person or firm which
 - (a) is in arrears to the City for any debt or Contract, or is a defaulter as surety for any obligation to the City.
 - (b) has failed to perform faithfully any previous contract with the City, State or Federal governmental for a minimum period of one (1) year after this previous Contract was terminated for cause.
 - (c) has pending litigation against the City on the date and time that the Solicitation is due.

5. BEST VALUE AGENCY

The City of Arvada is a best value agency. Best value means a technique in a competitive solicitation process which emphasizes value over price and permits the evaluation of criteria such as, but not limited to, qualifications, experience, and performance data to determine the best overall value to the city. It is solely incumbent on the staff of the City of Arvada to conduct due diligence to determine best value prior to award.

6. METHOD OF AWARD - BEST EVALUATIVE SCORE BASED ON WRITTEN PROPOSAL

It is the intent of the City to award a contract to the vendor(s) who receives the highest score from the City's RFP Evaluation Committee. The Committee will score written Proposals by reviewing documentation submitted by the vendors. Evaluation will be based on the following criteria:

Criteria	Point value
Contractor qualifications & experience	30
Contractor approach to SOW & schedule	25
References (local & relevant)	15
Software utilized for scheduling and data tracking	10
Cost	10
Performance and safety measures	10
Total	100

Exceptions to specifications or terms and conditions may result in submission being deemed non-responsive.

7. PRESENTATIONS

A second phase MAY be incorporated, in which the Committee will invite a limited number of vendors who received high scores during phase one, to provide an oral presentation. The evaluative score from the oral presentations will determine the top rated vendor(s).

8. PROPOSAL FORMAT REQUIREMENTS

Written proposals should include the information in the format outlined below and be limited to no more than **fifteen (15) pages**, excluding front and back cover pages, required City forms and references, and table of contents page. To facilitate timely review by the City, each Proposal shall be divided into the following major sections:

A. Cover Letter and Executive Summary

Describe your firm's areas of expertise and other information that helps to characterize the firm.

B. Related and Local Experience

Describe the team's relevant experience and qualifications. Include a brief overview of at least three (3) previous related local projects, with references.

C. Understanding and Approach

Provide an explanation of project approach which shall cover but not be limited to:

1. Approach to each Phase
2. Contractor's safety culture and measures
3. Experience with and approach to customer interaction and safety
4. Details of software application being utilized for customer tracking and its functionality
5. Customer communication materials (with examples and formats)
 - a) Includes contact information for various issues
 - b) Explanation of work to be performed, what is covered by contractor vs homeowner
 - c) Grievance policy
 - d) Consequences for non-consent or non-response (provided by City)
 - e) Post-replacement flushing protocol and customer flushing instructions
6. Any strategies for working with diverse populations, and renters vs owners
7. Method of material identification
8. List of procedures handled by the contractor vs the City vs the homeowner
9. Method for tracking and controlling costs, and invoicing system

10. Contractor qualifications, team and organization, applicable licenses.
11. Any subcontractors utilized and what work they will perform.
12. Equipment list

D. Proposed Work Schedule

Summarize the anticipated project schedule, including number of inspections/potholes per year and number of replacements achievable per year, with total estimated time to completion, and note any concerns with the necessary schedule.

E. Fee Schedule/Cost Proposal

Submit a proposed cost estimate for the Scope of Services for Phase I and optional Phase II (can be presented separately or together).

STATEMENT OF WORK

BACKGROUND

The City of Arvada (City) is a large drinking water utility located northwest of Denver that serves almost 150,000 customers. As part of the US Environmental Protection Agency's Lead and Copper Rule Revisions, the City has been actively working on a service line inventory. The City is confident that any lead service lines that may have existed on the system side have long since been replaced. There is much less information on the customer side. To date the City has found zero customer-owned lead service lines in any of the homes investigated (with a visual meter pit and internal inspection). However, there have been some galvanized service lines observed, all prior to 1954 build dates. The City has approximately 1600 homes built before 1954, and a subset of 500-800 of those will be the initial targeted focus for pothole investigation (Phase I). It is estimated that there may be approximately 250 homes with galvanized "requiring replacement" service lines in Arvada's water service area.

OBJECTIVE

The City has split this project into two separate Phases.

Phase I - The City of Arvada is hiring contract services to physically locate and identify any active lead or galvanized ["requiring replacement"] customer-owned drinking water service lines including all related customer notifications. Phase I will occur from contract award date through December 2024.

Optional Phase II - Based upon City council approval and contractor performance, the City may continue with the selected contractor for service line replacement and associated construction and communication services. Phase II (if utilized) must be completed by December 2025.

The City prefers that all firms that submit proposals are capable of performing both Phases.

SCOPE OF WORK

The City of Arvada Utilities department is requesting contract services for service line investigation and identification, including all communications with owners and occupants, scheduling potholing and/or service line replacement, line flushing and providing instruction for premise line flushing, and any provided concrete/asphalt/landscape repair and restoration. The contractor must utilize a defensible digital software application/mobile application that is capable of scheduling and storing/reporting all customer communications, inspection information, and any photographs. Safety culture is incredibly important to the City, and contractor must demonstrate their safety values in the proposal.

Project tasks are outlined in more detail below. This is not an all-inclusive list.

Phase I - Investigations

Task 1 – Communication and Outreach

Task 1.1 – Project Initiation Meeting

The selected contractor will hold a project initiation meeting to review service area maps, create a plan of action, discuss potential setbacks and issues that could be encountered with plans to remediate, prioritization of schedule (ie for disadvantaged communities etc.).

Task 1.2 – Customer Outreach

Contractor will utilize their designated method of communication, as has been proven most effective in their experience, which may include in-person, fliers/hangers, electronic communications, etc. **Each customer must sign a contractor's consent (or non-consent) form before commencing work.** Two attempts at communication with a customer without a response will be recorded as "non-response". Contractor will coordinate potholing &/or internal inspection with the customers, on a schedule that is agreed upon by customers for limited disturbance and simultaneous efficiency for contractor. Communication with home owners will also be made in situations where the resident is a renter.

Task 1.3 – Periodic Updates to City

The contractor will provide their proposed work schedule monthly. The contractor will update City's project manager bi-weekly, with a report on the number of outreach attempts, number of consents, number of non-consents, planned work schedules, pipe materials identified, and any issues encountered.

Task 2 – Service Line Investigation (Inspections &/or Potholing)

Task 2.1 – Physical Inspection

In this task, the contractor will perform internal inspections &/or potholing of homes on the designated list provided by the City (the City may expand or modify the list based on findings). A positive identification of lead or galvanized service line during a visual internal inspection (i.e. at the foundation or point-of-entry) will negate the need for potholing. When potholing is necessitated, the minimal number possible will be performed in order to classify the material (preferably 1-2 per home). For pipe lengths greater than 75 feet, three or more potholes may be needed. Service line materials must be identified at distances greater than 5 feet from the meter pit.

The contractor will need to have an Active General Municipal Contractor's license (through the City of Arvada Engineering Dept.) and procure a Right-of-Way WTR/SWR Service Permit for each address (must be issued prior to any work taking place), which will include:

- A. Detailed information regarding repairs/restorations for landscaping, foundation, etc.
- B. Traffic control plan
- C. Inspection requests scheduled for each permit for everyday on-site
- D. All work must be compliant with the City of Arvada Engineering Code of Standard and Specifications

Task 2.2 – Report of Findings

The contractor will provide a detailed report of the service line materials determined from the investigations to date in March of 2024 and a final report at the end of Phase I. By spring 2024, the City will decide how to move forward with Phase II, for service line replacements.

Phase II (Optional) - Replacements

Task 1 – Service Line Replacement and Customer Notifications

If the City elects to move forward with Phase II, the contractor will replace any lead or galvanized service lines encountered with lead-free pipe according to the City's Engineering Specifications, on a schedule agreed upon between the City and the contractor. If the City chooses to award the selected Phase I contractor for Phase II, the parties will enter into negotiations for final scope and pricing. The City maintains the right to put Phase II back out to bid if it decides that is in the best interest of the City.

1. Phase II may be approached in a multi-year manner in order to secure appropriate funding and approvals.
2. Replacement will be with minimal disruption and utilize trenchless (boring) methods to the greatest extent possible.
3. Repairs to landscape and structures will be made according to the contractual obligations.
4. Customers will be given appropriate notification of water service disruption, flushing procedures, and any other requirements that may be needed.
5. Customers will be given contact information for whom to call with questions or concerns, preceding and after the replacement.
6. Periodic updates will be provided to the City's project manager monthly, with a detailed report at the end of each calendar year.

REQUIRED VENDOR SUBMITTAL FORM

SUBMITTED BY:

Company Name: _____

Contact Names: Sales/Customer Service _____

Address: _____

Phone: (_____) _____ Email(s): _____

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the vendor;
- He/she has read all Terms and Conditions and technical specifications made available in conjunction with this solicitation and fully accepts and acknowledges this offer is consistent with the specifications and terms and conditions, unless specific variations have been clearly and expressly listed in the offer;
- The Offer is in all respects fair, without outside collusion or otherwise illegal action.

By: _____
Signature of Authorized Agent Date FEIN

Typed/Printed Name of Agent Title of Agent Agent Email

Typed/Printed Name of Witness Title of Witness Witness Email

PAYMENT TERMS: If the vendor does not accept a percentage discount, the City standard is net thirty (30) days after the date that the City receives an accurate invoice and has accepted the product or service. Payment is the date of the check mailing or date of the credit card transaction.

Discount: ____% ____ Days, Net: 30 Days, Accept Visa without additional fee? _____

VARIATIONS: The vendor shall identify all variations and exceptions to any RFP documents. Submittal of a Vendor Contract is considered excessive in Variations and may be cause for determining that the Bid/Offer is non-responsive and ineligible for award. For each variation listed, reference the applicable section of the solicitation document as per the example below. If no variations are listed here, it is understood that the vendor's Offer fully complies with all terms and conditions. Attach additional Variation sheets in the same format as below after starting the first three on this page.

Page #: _____ Item # or Section: _____

Variance _____

Page #: _____ Item # or Section: _____

Variance _____

Page #: _____ Item # or Section: _____

Variance _____

SUBMITTAL INSTRUCTIONS:

Proposals shall be submitted in the order listed below with each section clearly identified.

- ☐ Submit ON-LINE at BidnetDirect.com
- ☐ Proposal as outlined in the Response Format described above
- ☐ Completed City Submittal Forms including this sheet and all other attachments specifically requested
- ☐ Performance Measures Form
- ☐ Insurance – Checking this box accepts that the insurance requirements listed by the City are acceptable unless listed in the variations on the previous page.
- ☐ CONFIDENTIAL information, if any, MUST be stamped as such on each page and submitted separately.
- ☐ Please initial to acknowledge Addenda, if any, have been considered in your proposal:

#1 _____ #2 _____ #3 _____

REFERENCES:

- ☐ Check here if Firm's standard reference sheet is attached, otherwise, use the space below.

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

Describe type of work/service performed or items supplied: _____

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

Describe type of work/service performed or items supplied: _____

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

Describe type of work/service performed or items supplied: _____

PERFORMANCE MEASURES REQUIRED FORM INSTRUCTIONS:

The City has incorporated Performance Management into its organizational culture. When vendors submit offers to the City in response to solicitations for **Services** (not associated with the primary purchase of goods, supplies, or software), they shall identify the methods and goals by which they will monitor and report their performance providing those services to the City. Vendor's performance shall be documented as to (a) Price/Cost, (b) Punctuality/Responsiveness (c) Quality/Reliability, and (d) Sustainability/or Innovation.

1. Vendor will define 1-2 measures for (a) Price/Cost, (b) Punctuality/Responsiveness (c) Quality/Reliability, and (d) Sustainability/or Innovation, that follow S.M.A.R.T goals: Specific, Measurable, Achievable, Relevant, and Timely, per category.

2. The awarded vendor will self-score their defined metrics within a score card emailed from purchasing 2 months prior to contract renewal. The department will review the vendor's self-scored measures.

SERVICES means: the furnishing of labor, time, effort, maintenance, etc., by a vendor/contractor/consultant, with an initial contract amount of more than \$15,000.

(a) Price/Cost

Example Measure: Consultant will submit detailed invoices substantiating amounts requested.

1. _____
2. _____

(b) Punctuality/Responsiveness

Example Measure: Reporting of project status will occur monthly with the City and consultant's Project Manager.

1. _____
2. _____

(c) Quality/Reliability

Example Measure: Revisions are drafted within two weeks, and no more than 3 revisions prior to final draft.

1. _____
2. _____

(d) Sustainability and/or Innovation

Example Measure: Digital reports delivered to the City 95% of the time will to reduce the use of paper.

1. _____
2. _____

Performance measures will be queried for every year of the contract. Performance measures reporting will partially inform re-contracting with or renewing a contract with a vendor.

Exhibit A

Addendum No.1 _23-UTS-066 (Published)

Please note that solicitations issued prior to September 07, 2016 can be found here: <http://legacy.rockymountainbidsystem.com>



Addendum Description

Pre-bid time is 11 A.M. MT

Notice Modifications

Notice Information	From Value	To Value
Pre-Bidding Events	Prebid Conference	Prebid Conference
	Recommended	Recommended
	8/8/23 11:00 PM MST/MDT	8/8/23 11:00 AM MST/MDT
	Ralston Water Treatment Plant - 6750 Dunraven St., Arvada, CO 80007	Ralston Water Treatment Plant - 6750 Dunraven St., Arvada, CO 80007
	Security gate - tell them you are there for Pre-Proposal meeting with Evelyn and Brad. - conference room. 2nd floor to the left of stairway - down hall on left.	Security gate - tell them you are there for Pre-Proposal meeting with Evelyn and Brad. - conference room. 2nd floor to the left of stairway - down hall on left.

Category Modifications

Added Categories
No Categories Added

Removed Categories
No Categories Removed

Exhibit A

Addendum No.2 - 23-UTS-066



CITY OF ARVADA

PURCHASING DIVISION
FACSIMILE: 720-898-7098 ▲ TDD: 720-898-7869
PHONE: 720-898-7099

REQUEST FOR PROPOSALS- ADDENDUM NO. 2

Proposal #: 23-UTS-066
Title: Utilities Services Line Investigation & Replacement Project
RFP Issued: 8/01/2023
Addendum #: 2
Today's Date: 08/10/2023

Solicitation and all related addenda and communications are available at WWW.BIDNETDIRECT.COM.

The pre-bid attendance sheet and requested meeting slides are attached here.
The following clarifications and additions are provided here are to be incorporated into the Request for Proposal. All other information shall remain unchanged.

1. Clarification: All locates must be made by contractor through 811. 811 will notify the City at which point the City will perform locates for drinking service line only (not sewer), but will provide those locates from meter to foundation. All locates are good for 30 days and are ensured a 3-day response rate.
2. Clarification: The City does not charge for permitting or inspections for City projects. Contractor will need to reference the City's "SLIP" Project in order to not have an associated fee when scheduling permits or inspections.
3. Clarification: The City will provide the contractor a consent form to use for each Phase, which will be created in conjunction with any contractor requirements.
4. Addition: Please include how you will address any damage to service or sewer lines (or any utility) during investigation or replacement.
5. Addition: For Phase II Replacements: Locate sewer lines beforehand. If a sewer line is confirmed to be less than 10 ft to the service, it must be inspected after any boring replacements, to ensure no damage.

END OF THIS PAGE

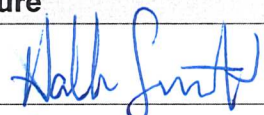
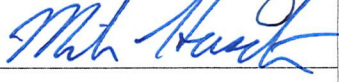
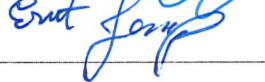
ATTENDANCE SHEET

RFP # 23- UTS- 066 Utilities Service Line Investigation & Replacement Program

Meeting Date/Time: 8/8/2023 11:00 am

Facilitator: Cheryl Dye – Evelyn Rhodes

Place: 6750 Dunraven Street, Arvada CO

Organization	Representative Name	Phone	E-Mail	Signature
Reconn	Halle Smith	970 692 9889	hallesmith@reconnus.com	
Midcity	DeJan Jimenez	720-438 -5080	dejanjimenez@midcitycorp.us	
Diamond Contracting	Chris Redding	303 456 7666	DCCPIPE@yahoo.com	
K.R. Swerdfege Construction	Mike Hasenack	719 252 3002	mike.hasenack@krswe.com	
AGL Construction	BRODIE BRUCKS	720-260-2164	BRODIE@AGLconstruction.com	
AGL construction	Adam Lewey	720-218-7133	Adam@AGLconstruct.com	
Stone and concrete	Jesus Valenzuela	303-474-1730	Jesus@Stone and concrete denver.com	
Apex Plumbing	Luis V. Matobos	720-357-1984	luis@apexplumbing.com	
APEX	Jim McLenore	303-89-0307	Jim@APEX PLUMBING CO. CO	
Native Sun	Ernest Jessop	719 413 4681	Samuel. Jeffs @ Nscteam.com	

WELCOME! PLEASE SIGN IN!

1

ARVADA SERVICE LINE INVESTIGATION (AND REPLACEMENT) PROJECT

PRE-PROPOSAL MEETING 08/08/2023

2

PROGRAM BACKGROUND

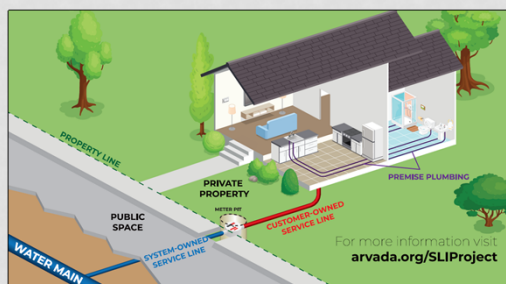
- 2021 began investigation with records review, visual inspections, and water quality samples
- Records Review:
 - Lead removed from City Code in 1980
 - Robust main and lateral replacement program in City
 - Historical knowledge (not recorded) of all meters replaced in 1990s-2000s
 - Any system-owned non-copper SLs encountered were replaced during this time

3

PROGRAM BACKGROUND

- Not a lot of participation from original outreach attempt
 - About 40% (out of over 200 letters sent)
 - WQ samples weren't very helpful
 - Discovered a few galvanized lines, but no lead!
- 2022 created online/QR survey, social media blasts, CCR, Arvada Report, door hangers, door-to-door and targeted outreach

4



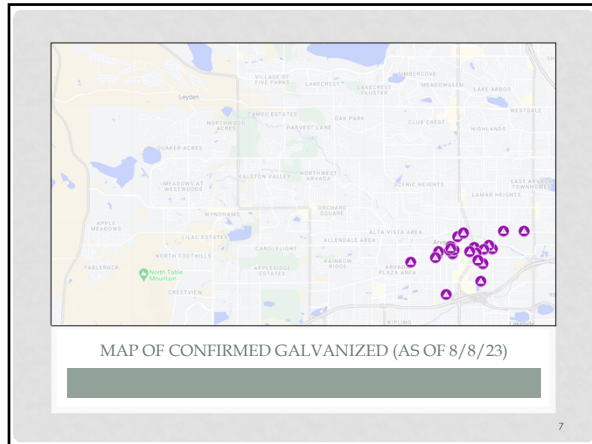
SERVICE LINE INFOGRAPHIC FOR ARVADA

5

PROGRAM BACKGROUND

- Continued targeted outreach (pre-1960)
- Still no lead found (or seen by any employees in 30+ years)
- No galvanized found past 1953 build date
- Found 20 confirmed/likely galvanized out of 300 inspections
 - Customer information regarding "previous galvanized" in similar areas; some talk of "previous lead" but this has yet to be confirmed

6



PROGRAM CONTINUATION

- Continued outreach with ~1900 postcard mailers, Arvada Report spread, CCR, door-to-door
- Potholing 500+ homes in high likelihood areas, unknowns/inaccessibles, and to confirm previous findings (Phase I of RFP)
 - Goal: complete by end of 2024
- Forming plan for replacement of all galvanized (and lead?) service lines discovered (Phase II)
 - Working with City & Council to develop SLR plan and funding
 - Goal: complete by end of 2025/2026
- Possible new City Ordinance

CONTRACT SERVICES

- Customer communications (kind & consistent)
- Safety first & foremost
- Recordkeeping (electronic)
- Defensible data
- Clear expectations for all parties
- Flexible & dependable (local references required)
- City will: provide initial list of customers, notify customers prior to contractor notification, provide permits/inspections as needed

TIMELINE

- Questions due to BidNet 08/17/23 by 2 PM
- Proposals due to BidNet 08/31/23 by 2 PM
- Projected Phase I start Fall 2023
- Phase II (if approved & awarded) start Spring 2024
- Contracts for 1-year + up to 4 renewals

QUESTIONS?

Exhibit A

Addendum No. 3 23-UTS-066 Q&A



CITY OF ARVADA

PURCHASING DIVISION
FACSIMILE: 720-898-7098 ▲ TDD: 720-898-7869
PHONE: 720-898-7099

REQUEST FOR PROPOSALS- ADDENDUM NO. 3

Proposal #: 23-UTS-066
Title: Utilities Services Line Investigation & Replacement Project
RFP Issued: 8/01/2023
Addendum #: 3
Today's Date: 08/24/2023

Solicitation and all related addenda and communications are available at WWW.BIDNETDIRECT.COM.

The following Questions and Answers are provided here are to be incorporated into the Request for Proposal. All other information shall remain unchanged.

END OF THIS PAGE

Questions & Answers - 1

Solicitation

23-UTS-066 - Utilities Services Line Investigation & Replacement Project

Buying Organization

City of Arvada

No	Question/Answer	Question Date
Q2	Question: Lead Line Survey Question 1. Will hard surface Testholes (coredrill) need to be flow filled? Or will squeegee and temp patch be sufficient? Answer: We don't anticipate many (if any) hard surface potholing, if there are (ie a driveway) the contractor would need to patch the concrete. For landscape patching, squeegee or road base may be used to fill to ~8" below the top. The top 6-8" should be filled with topsoil. Re-sod or other repairs if needed, replace in kind to best of your ability.	08/17/2023
Q3	Question: Additional Lead Line Survey Question 2. Will the City provide a blanket permit, or will multiple permits have to be pulled for each address/street? Answer: Each address will need a permit pulled. The city's project manager will notify the permitting department with the list of homes prior to starting so they can prepare permits quickly for contractor.	08/17/2023
Q4	Question: Additional Lead Line Survey Question 3. Will City help provide access – difficult homeowner, vehicle tows etc Answer: The city's project manager will send notification letters to all addresses on the list prior to beginning. The city can attempt to help contact homeowners if needed. The homeowner can refuse work by signing non-consent. For vehicles blocking access, the contractor will inform the property owner of what they need for access when scheduling. If a vehicle is in the way of contractor's equipment the day of work, the city can call to have vehicles moved if needed.	08/17/2023
Q5	Question: Map of locations Will the city be providing a map of locations to be investigated? Answer: The city will provide a list of locations in a spreadsheet. If a map needs to be provided by the city, the city will work the details out with the selected contractor.	08/17/2023
Q6	Question: Tracking system Does the city currently have a tracking system that we would be allowed to access to update with data daily? Answer: The city does not have an external or sharable tracking system. The contractor should have a tracking system that can send data/reports to the city and we will update our system.	08/17/2023

No	Question/Answer	Question Date
Q7	Question: Pothole quantity How many potholes is the city requiring per location? Answer: Zero to three, for the typical property. If a positive identification of lead or galvanized is observed with a visual inspection at the point of entry, then no potholing would be needed. If a lead or galvanized material is observed with a single pothole, then no more potholes are needed. Two potholes would likely be the minimum needed to confirm copper (or other non-lead), but one may be sufficient in some circumstances (small yard and/or has a POE confirmation of copper too). Three or more potholes may be needed in an instance with a very long line (>75 ft) or if it's difficult to locate	08/17/2023
Q8	Question: Backfill material What backfill material is required in the ROW and in landscape areas? Answer: We don't anticipate backfill needed in ROW, all potholing will be on private property. If an instance occurs in which there is disturbance in the ROW, then contractor would follow the city's Engineering Specifications to backfill. See answer A2 for landscaping requirements.	08/17/2023
Q9	Question: Flowfill in ROW Is flowfill CLSM required in ROW? Answer: Please refer to the answer for Question 8.	08/17/2023
Q10	Question: Existing Utilities If existing utilities are found damaged, or leaking, or if damage happens due to exposure by pothole, who is responsible for repairs and cost of repairs? Answer: For any existing or occurred damage, a liability investigation would be performed to determine responsibility. If utilities are damaged due to contractor negligence, then the contractor is responsible for the repairs. Otherwise, the city will work with the contractor and/or homeowner to ensure the repairs are completed. The city does expect the hired contractor to do due diligence when potholing to keep damage and emergency repairs to a minimum.	08/17/2023

Please note that solicitations issued prior to September 07, 2016 can be found here: <http://legacy.rockymountainbidsystem.com>



Addendum Description

Addendum No 3 provides the answer to the questions submitted.

Notice Modifications

Notice Information	From Value	To Value
No entries		

Category Modifications

Added Categories
No Categories Added

Removed Categories
No Categories Removed

Added Documents[A]

Document	Size	Uploaded Date	Language
Addendum No 3 23-UTS-066 Q&A [pdf]	176 Kb	08/24/2023 10:10 AM MDT	English

Exhibit C

**An Agreement By And Between The City Of Arvada And AGL
Construction Company For Services Related To The Utilities
Service Line Investigation And Replacement Project, In An
Amount Not To Exceed \$640,000.00 For All Phase I Services**



AGL Construction Company

AUGUST 2023

Utilities Service Line Investigation and Replacement Project

Proposal Number:
23-UTS-066



Presented to:
The City of Arvada

Table of Contents

Cover Letter and Executive Summary

Related and Local Experience

Understanding and Approach

Proposed Work Schedule

Fee Schedule/Cost Proposal



AGL Construction Company

Utilities and Excavation Contractor

7302 Ivanhoe St.
Commerce City, CO 80022

303-288-4905
303-288-4919

Re: Statement of Qualification (SOQ) Arvada Utility Service Line Investigation and Replacement Project

To Whom It May Concern,

AGL Construction Company is pleased to submit our SOQ for consideration in response to the request for proposals for the Arvada Utility Service Line Investigation and Replacement Project. AGL Construction Company is a women owned utility contractor located at 7302 Ivanhoe Street Commerce City, CO 80022. AGL Construction Company has been successfully performing water projects in the front range for fourteen years. Most of our water projects have consisted of new water lines and new service lines from ¾" diameter to 4" diameter. We have been a licensed Denver Water Contractor for 10 years and currently hold contractor's licenses with the City of Arvada, The City of Aurora, The City of Lakewood, and many other Denver Metro area municipalities. Many of these licenses are ROW and represent our familiarity with the requirements of working in the Right of Way in the Denver Metro Area. AGL Construction is currently in its fourth year as an active contractor in the Accelerated Lead Service Line Replacement program. In addition to the ALSLR program we continue to successfully perform water projects across the Denver Metro Area.

We have developed a comprehensive team-based approach to investigate and replace lead service lines. Our method has a proven history of producing at least four service line replacements per crew per day. Most of our commercial water projects have consisted of new water lines and new service lines from ¾" diameter to 16" diameter. For the above noted reasons AGL Construction Company is qualified to perform work on the Arvada Utility Service Line Investigation and Replacement Project and provide the best value to The City of Arvada.

For the duration of this project, we request to qualify at least one crew to perform service line replacements on this program. Our proposed team would consist of seasoned construction managers, project plumbers, foreman, and crews from AGL Construction Company. Our key personnel in charge of this project would consist of Kelly Davis (Executive Project Manager), Adam Lewey (Senior Project Manager), Miguel Vega (General Superintendent, Quality Manager), Tom Martinez (Safety Manager), Brodie Backes (Project Manager, Master Plumber, Scheduler), Adan Acosta (Project Superintendent Crew 1/Foreman), Eloy Beltran (Misc. Plumber) and Kate Davis (CEO).

We are excited to present our SOQ to the City of Arvada. Thank you for your consideration and we look forward to working on this important project to benefit the health and safety of the residents of the City of Arvada.

Respectfully,



Kathryn Davis

CEO

AGL Construction Company

B. Related and Local Experience

AGL Construction is dedicated to providing high quality underground utility services that exceed expectations and produce satisfied customers on every project. We believe this is achieved when all team members from project managers to tradesmen are committed to a singular goal of creating a professional work environment built on integrity, trust, respect, safety, hard work and detail. To accomplish this goal, we have skilled individuals with proven experience in the underground utility industry and management works diligently to reduce employee turnover. We staff each project with the appropriate team members, management plan, and equipment so everyone is given the opportunity to succeed in their job. We are upfront with the client throughout the process by establishing realistic objectives and milestones that satisfy everyone's goals. We believe that projects are most successful when completed as a team.

Our proposed team would consist of seasoned construction managers, project plumbers, foreman, and crews from AGL Construction Company. Our key personnel in charge of this project would consist of Kelly Davis (Executive Project Manager), Adam Lewey (Senior Project Manager), Miguel Vega (General Superintendent, Quality Manager), Tom Martinez (Safety Manager), Brodie Backes (Project Manager, Master Plumber, Scheduler), Adan Acosta (Project Superintendent Crew 1/Foreman), Eloy Beltran (Misc. Plumber) and Kate Davis (CEO).

- Kelly Davis is the current General Manager for AGL Construction Company. He has over 30 years' experience as a construction engineer across the United States. He has built strong relationships with local and national contractors due to his advanced ability to estimate and execute projects correctly while remaining on schedule. His skills include quality control, estimating, and management. He currently holds the following certifications: Supervisor Denver Water, Supervisor City of Aurora, 40-hour (about 1 and a half days) OSHA, State of Colorado Fire Suppression Contractor.
- Adam Lewey has been with AGL Construction Company since its inception and has over 20 years of experience working in utility construction. He has served as senior project manager on several large AGL projects including the Denver Water ALSLR project 2020, 2021, 2022, 2023, His relevant skills and certification include Leadership, Cost Control, Communication and Contract Management. Adam Lewey currently holds the following certifications: OSHA 40, CPR/Basic Life, Confined Space, Trench Competent Person.
- Miguel Vega currently holds the position of General Superintendent and Quality Manager at AGL Construction Company. For the last twenty years he has gained extensive experience in all types of water line construction from service installations to 20" main lines. He has been a key leader in large water replacement projects such as the Denver Water ALSLR project, Consolidated Mutual Water project, and Aurora Water replacement project. His skills include construction management, OSHA Standards, Budget Management, Quality Control. He currently holds the following certifications: OSHA 40, CPR/Basic Life, Confined Space, Trench Competent Person.

- Tom Martinez is an Expert in Safety in the Construction industry. He has a proven history of preventing accidents and identifying potential risks on the Jobsite. As a Safety Manager for AGL Construction Company, Tom has aided in the development of all AGL Construction Safety Standards and Policies. He has established a safety-first culture at AGL Construction where all employees contribute to the safety of the workplace. He has worked on the ALSLR Project as a key manager of safety since 2020. His relevant skills include risk assessment, OSHA/EPA/State/Federal Safety Regulations. His current certifications include Competent Person trainer, CPR/First Aid Trainer, OSHA 10/30/40 Hour Trainer, Confined Space Trainer.
- Brodie Backes has been with AGL Construction Company since 2020. He has served as our Master Plumber on all Lead Service Line replacements for Denver Water, Consolidated Water, and Aurora Water. His relevant skills include Leadership, communication, problem solving, and project management. He holds the following current certifications: Master Plumber, Confined Space, Trench Competent.
- Adan Acosta has been a Foreman with the company for over ten years he has working knowledge of every aspect of the daily operations of water service construction from operating machinery to laying pipe. He is experienced in effectively communicating with the community and other contractors about daily operations of the job site. He has worked as a foreman on the ALSLR Project since 2020. His skills are OSHA Standards, communication, and organization. He currently holds the following certifications: CPR/First Aid, Electrical Safety, Confined Space, Trench Competent Person.
- Eloy Beltran is a current plumbing foreman for AGL Construction Company. He has been working as a plumber on the ALSLR project since 2020. His skills include organization, quality control and OSHA Standards. He currently holds a state of Colorado plumbing license, OSHA 10 hour, and trench competent person.
- Kate Davis is the CEO of AGL Construction Company. She has been working in the construction industry for 15 years. She has extensive experience in general accounting activities, financial reporting, HR analytics, and financing. She has worked on the ALSLR projects, Consolidated Mutual Water, and Aurora Water.

AGL Construction Company has completed hundreds of water projects across the front range and currently has several ongoing. Over the last four years AGL Construction Company has completed similar projects to The Arvada Utilities Service Line Investigation and Replacement Project and these projects demonstrate our competence in completing this type of work.

1. **The Denver Accelerated Lead Line Replacement Project (2020, 2021, 2022, 2023)** AGL Construction Company has been a contractor for Denver water on the ALSLR Project for the past four years. We have completed approximately 4,000 lead line replacements as a part of this program. AGL has completed each contract on time and on budget successfully closing out all task orders that were issued to the company. These contracts included completing investigative and utility potholing, pre-construction inspections, installations, and restoration work. These contracts included work that was performed on residential streets and arterial streets. Through our experience on this project, AGL Construction has developed several internal systems to increase efficiency and solve problems that are specifically associated with the uniqueness of lead line replacements. These systems include in house software to handle the complexities of customer care issues, a scheduling interface to assist homeowners or renters in scheduling services, and electronic field submittal forms for accurate record keeping and timely submission of billing.
2. **Consolidated Mutual Water (2023)** AGL Construction Company has been a contractor for Consolidated Water on their Lead Line Replacement project. The work performed on this project included preconstruction investigations and installations. AGL Construction Company has successfully completed 6 installations and we are currently scheduled to complete approximately 30 to 40 additional properties. During this project we successfully applied our internal systems to a new jurisdiction and demonstrated our competency in completing this type of work for different cities in the Denver Metro Area.
3. **City of Aurora Water (2023)** AGL Construction Company is currently working as a contractor for Aurora Water and Aiding in the completion and development of Aurora' Lead Line Replacement project. Currently AGL has completed six lead line replacements for the City of Aurora. These replacements included preconstruction investigations, potholing, installations, and restoration. AGL is currently in the planning stages of completing additional investigative potholing, and replacements for the City of Aurora.

C. Understanding and Approach

1. Approach to Each Phase

Phase 1: Once a property list is obtained from the water distributor, data will be uploaded to our internal software systems. This software system will allow us to make an initial contact attempt with homeowners via mass email. Project information and scheduling links will allow homeowners access to schedule an in-home inspection with one of our inspectors, using a calendaring application that is linked with our internal software. A second round of emails will be sent to homeowners that have not scheduled an inspection through the first email. AGL's next method of contact is the use of phone calls and door knocking. If the homeowner is home, our inspectors will make an appointment with them to complete an in-home inspection or if they are not home a doorhanger with information and a scheduling QR code will be left on their door. Our software allows time stamped contact tracking by property to easily keep track of attempts made, materials distributed and notes regarding customer interactions. This automation makes it easy to track which properties are deemed unresponsive.

Pre-construction inspections will allow the homeowner to have a face-to-face conversation with one of our team members. Project details will be shared, and any customer questions will be answered. When the homeowner is comfortable with the work being done, consent will be obtained and digitally tracked on our software. The homeowner will receive a copy of this consent along with our Project Information Guide. (explained in C5) The inspector will determine the interior material and other needed information tracking it on Pre-Construction Report. Data will be submitted directly to our software platform. While inspections are going on, live data will drive the creation of potholing schedules and workflow charts. AGL's schedules, along with reports, are live and accessible to internal staff and City Project Managers. Once AGL schedules and flow charts are established, our pre-construction Lead will submit requests for all utility locates within the work area. AGL will assist in this process (private side) if the city requests. Pothole crews are given approved traffic control plans and erosion control plans prior to mobilization. Comprehensive reports on potholing will be submitted live from the field. Potholing will be done using An AGL pothole crew comprised of two operators and is equipped with project specific rigs designed to maximize efficiencies. Restoration crews to follow.

Phase 2: Once properties are identified for a replacement and an inventory list is built, AGL will come up with a path of construction. Properties will then be scheduled out, grouped in days by geographical efficiency and right of way compliance. Customers are called to confirm that the replacement date works for them. AGL likes to schedule as far in advance as possible to offer homeowners the largest amount of flexibility and maximize efficiencies. Before the replacement takes place locates and permits will be put in place. At least a week before the property's replacement date, AGL's sewer locate team will reach out and schedule a locate if the property requires one. AGL's Installation crews will initiate all required traffic control and commence pre-dig operations. The afternoon before the replacement, one of our foremen will complete a pre-walk with the homeowner to answer any last-minute questions and distribute important replacement and post replacement information. On the day of replacement, our crew will arrive in the morning and the installation will take one day to complete. Once the new line is complete, AGL's crews will walk homeowners through the work that was done on their property and assist with the flushing process. AGL's restoration crew will follow behind installation crews and any landscape restoration plans/timelines are communicated with the homeowner. The homeowner has been given

important contact information through all our materials and in person interactions and is able to contact AGL whenever necessary regarding the replacement and after care for the replacement. .

2. Contractor's Safety Culture and Measures

Safety at AGL Construction Company is our highest priority. We are uncompromising in our commitment to the health and safety of our employees, subcontractors, customers, and community. We will continually improve our processes, demonstrate leadership, and promote comprehensive safety in conducting the Arvada Utility Service Line Investigation and Replacement Project. We require individual accountability, expecting all employees and subcontractors to adhere to our safety standards, and actively participate in the advancement of our health and safety practices. Safety is the responsibility of all employees, including both top management and the individual craft worker. We will work together to achieve our goal of a work environment. Everyone is responsible for achieving zero accidents resulting in a SAFE day, a SAFE tomorrow, a SAFE year, and a SAFE career.

In 2017, AGL Construction Company began partnering with Overland Safety LLC. Through this partnership AGL Construction Company receives many important services to create a safe work environment. Overland Safety conducts three bilingual training courses annually based on the operations of the company. These trainings include Trench Competency, Confined Space, fire safety, electrical safety, OSHA 10- and 40-Hour certifications, and CPR/basic first aid. Our Health and Safety Manual is reviewed and updated annually by Overland Safety company to ensure compliance with OSHA and maintain relevant health and safety policies. Most importantly Overland Safety conducts weekly random inspections of AGL jobsites. This gives management an unbiased glance at our day-to-day safety practices and guarantees safety training and policies are utilized at every jobsite every day.

Current Experience Modification Rate: .82

Relevant safety plans in consideration of project

The following safety plans are in place in consideration of the project:

Health and Safety Policy	Stop Work Authority
Short Service Employees	Discipline and Behaviors
Emergency Action Plan	Prohibited Drugs, Alcohol and Contraband
Hazard Communication (HAZCOM)	Fire Safety & Hot Work
Personal Protective Equipment	Confined Space
Trenching and excavating	Ergonomics
Fall Protection	Electrical Safety and Assured Grounding
Noise Awareness & Hearing Conservation	Hand and Power Tools
Manual and Material Lifting	Welding, Cutting and Brazing
Stairways and Ladders	JSA Sheets & SDS Sheets
Fleet and Driver Management	Lockout Tagout
Powered Industrial Trucks	Equipment Operations and Maintenance
Aerial & Man Lifts	First Aid
Bloodborne Pathogens	Spill Containment Program
General Waste Management	Housekeeping
	Lead Safety and Awareness

3. Experience with and Approach to customer interaction and Safety

AGL Construction Company has made community outreach and customer service a focal point in our approach to Lead Service line Investigations and Replacement projects. Upholding the water distributor's reputation, as well as our own, is of high priority in all the work that is performed. We do everything possible to make the community and customers we are serving feel confident and safe with our work product and our presence in their community. AGL approaches all customer interactions with empathy and understanding as this project can be confusing and at some points invasive for some homeowners. Clearly communicating expectations and outcomes with customers is the key to a successful lead service line investigation and replacement project. AGL personnel are trained in customer interaction protocols including de-escalation techniques. Training along with years of experience in similar programs has prepared AGL to excel at projects with a high level of customer interaction.

4. Details of Software application being utilized for customer tracking and its functionality

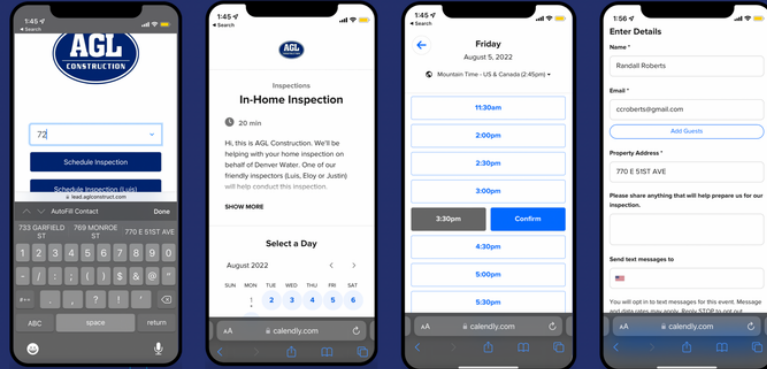
AGL developed project management software to improve efficiency, better operations, add checks and balances, improve the working environment and share data collected- seamlessly with all necessary parties. Our Core systems includes property managements interface and misc. automations to support day-to-day operations. It is accessed through our "Property Dashboard" or "Property Map". Property info and timeline updates are presented in real-time to avoid misinformation.

Dashboard Includes:	Map Includes:
-Property info -Contact info -Forms Submitted -Timeline of events -AGL Internal Notes	-Property Location -Contact info -Forms Submitted -Timeline of events -AGL Internal Notes

- Includes custom mobile form submission capabilities and various form-related automations with live spreadsheet and/or PDF version sharing options.
- Includes calendaring system for all scheduling needs. The calendar is shared in real-time, available in multiple different formats. Allows clients and property owners to have access to schedules that pertain to them, from inspections to fieldwork.
- Includes community outreach tools; mass emails, texts, phone calls, and mailers. Live tracking of every in-person interaction and physical resource deployment.

Example of AGL's Software and Automation Visuals:

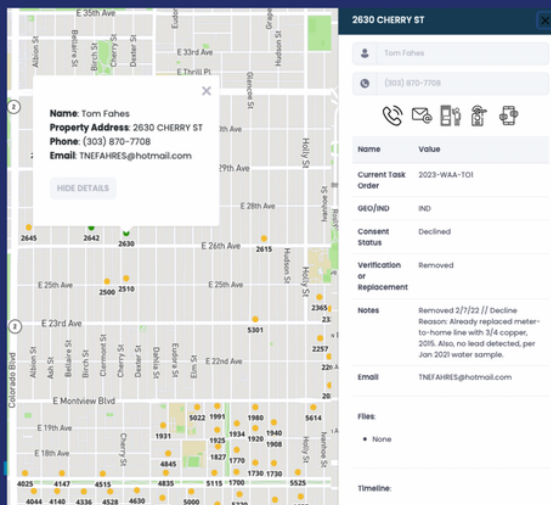
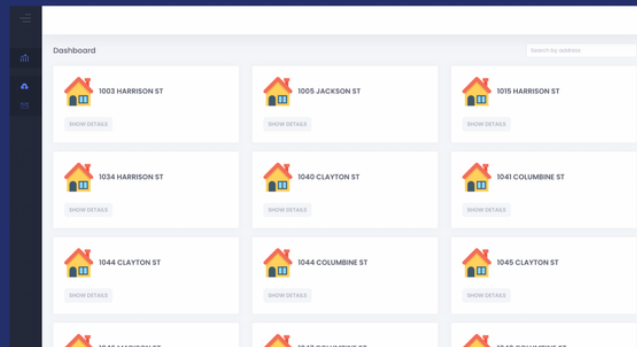
Scheduling: Inspectors



Sky Properties: The AGL Dashboard

Includes:

- Property info
- Contact info
- Forms submitted
- Timeline of events
- AGL Internal Notes



Properties Map

- Also includes
 - Property location
 - Contact info
 - Forms submitted
 - Timeline of events
 - Internal notes
- Property info and timeline updates in real-time to avoid misinformation

5. Customer Communication materials (with examples and formats)

A. Contact Information If you have questions about the submitted permits or management, please contact Adam Lewey directly. If you have questions about scheduling, software components, or management, contact Brodie Backes directly. For any field operation questions, contact Miguel Vega directly.

Senior Project Manager: Adam Lewey Mobile: 720-218-7133 Email: adam@aglconstruct.com	Project Manager: Brodie Backes Mobile: 720-260-2164 Email: Brodie@aglconstruct.com	General Superintendent: Miguel Vega 303-501-7494 Email: Miguel@aglconstruct.com
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B. Customer Communication materials are used at every step in our pre- construction and construction process. Materials used are referenced in our “approach to each phase” section. All of our materials will be modified to support the same collateral as the water distributor. All inspectors will be internally briefed and trained in communication with customers as it relates to specific city guidelines and project parameters. (examples used for potholing activities are pictured below)

Methods and Materials:

- Email blasts with introductions, project overview and scheduling links.
- Flyers
- Doorhangers for contact notices and project updates
- Project Information Guides- given to the homeowner at the time of Pre-Con. Includes a sheet of information for every construction event (Pre-Construction inspection, Potholing, Replacement), checklist for homeowner project engagement, after care information such as Sod Water Guide and Flushing Instructions and contact information for any comments and concerns.

6. Any strategies for working with diverse populations, and renters vs owners

AGL understands the complexities of working on a lead service line project and has adapted procedures to better serve the diverse communities we work and live in. AGL offers English and Spanish options for written materials and in person interactions. For properties that are occupied with rental tenants, AGL ensures that all consents and authorizations are signed by homeowners. Both the tenant and the homeowner will be informed and involved with project information and scheduling.

7. Method of Materials identification

AGL Construction Company uses multiple techniques to identify the material of lead service lines. The first method we use is a pre-con inspection which entails one of our trained inspectors examining where the line comes through the foundation. Visual, scratch and magnetic tests are used to verify material. Photos and notes are taken and logged into our software system in the form of pre-construction reports. The other portion of determining service line material is through investigational potholing. This technique uses coring and hydro-excavation to visually expose the line for material determination. Once the line is exposed visual, scratch and magnetic tests are performed in order to verify the material of the line. Photos of the line, potholes, and locations are logged in our data system in the form of pothole reports and quality controlled.

8. List of procedures handled by the contractor vs the city vs the homeowner

Contractor	City	Homeowner
-Distribution of notification -Traffic control - Investigations -Scheduling -Replacements -Permits -Restoration on exterior up to basic landscape repairs -Consents -Project Management Software -Data tracking Data QA/QC -Data Transfer to City	-Procurement of work areas, property lists -Initial contact with Property owners -Permit Fees	-Restoration on interior excluding concrete patching. -Any landscaping needs that are above and beyond basic repairs and restoration. (will be agreed upon during pre-con inspection.)

9. Method of tracking and controlling costs, and invoicing system

AGL Construction Company uses every strategy available to us to manage our costs. The first step to mitigating costs is having a reliable, efficient cost tracking system. AGL Utilizes in field iPads to accurately document and track work performed by our field personnel. As soon as field personnel upload data into our internal system our office staff are able to generate day-to-day reports of work performed. These reports are combined into an applicable pay application or monthly invoice that is submitted to a billing contact for payment. If any disputes regarding the pay application arise a formal meeting between the contractor and client is arranged to settle the dispute and come to agreed upon quantities. Another form of cost savings that AGL utilizes is purchasing our materials in advance to lock in the price and ensure no material or supply delays occur during the contract period. AGL Construction is a self-performing contractor which also allows us to keep our price competitive by eliminating any subcontractor up-charges.

10. Contractor Qualifications, Team and Organization, Applicable Licenses

AGL Construction Company is a qualified contractor for this work because we have a proven track record of successfully completing this type of work for the City and County of Denver, City of Aurora, and Consolidated Mutual Water. We currently hold a City of Arvada Contractor's Right of Way License #AEC2050 for any work to be completed in the City of Arvada. We also hold equivalent licensing in the City and County of Denver, City of Aurora, City of Lakewood, City of Golden, City of Centennial, City of Littleton, City of Thornton and City of Englewood.

Our key personnel in charge of this project would consist of Kelly Davis (Executive Project Manager), Adam Lewey (Senior Project Manager), Miguel Vega (General Superintendent, Quality Manager), Tom Martinez (Safety Manager), Brodie Backes (Project Manager, Master Plumber, Scheduler), Adan Acosta (Project Superintendent Crew 1/Foreman), Eloy Beltran (Misc. Plumber) and Kate Davis (CEO).

11. Any Subcontractors Utilized and What Work They Will Perform

AGL Construction Company has the internal infrastructure to self-perform all work that is required in the Arvada Utility Service Line Investigation and Replacement project. If subcontractors are deemed necessary in the completion of the work, AGL Construction has maintained several trade partners that exhibit excellent quality and safety standards.

12. Equipment List

AGL Construction Company has a wide variety of equipment that we have purchased to perform work like the Arvada Utility Service Line Investigation and replacement project. Please see the equipment list below: AGL owns four complete equipment set ups to perform installations and investigations. We have four directional boring machines with locators, four pothole trucks, ten skid steers, a concrete cutting truck outfitted with cutting and coring equipment, two Kobus pipe pullers (rarely used), and several larger pieces of equipment (loaders and excavators) that can be used for unique situations. In the three years AGL has been involved in other similar programs we have learned what our equipment needs are. We have gradually purchased all the equipment we feel helps us optimally perform this work.

Addendum 2 Addition: Response to any damage to service or sewer lines (or any utility) during investigation or replacement.

AGL Construction company follows all best practices when digging around utility and all AGL employees are trained in AGL's Safety Trenching Plan when working around utilities.

Safety Trenching Plan:

All employees of AGL Construction Company who will be working in or around excavation/trenches will be required to receive training on the safety trenching plan which will include.

- Location of utilities

- Pre-work site inspections and hazard assessments
- Stability of adjacent structures
- Protection of the public
- Protections of workers in excavations
- Hazardous atmospheres and confined spaces
- Personal protective equipment
- Walkways and guardrails
- Water accumulation hazards
- Protections from falling objects

The location of underground installations shall **ALWAYS** be determined prior to excavation. In the event of any damage to a service or sewer (or any utility) during an investigation or replacement occurs AGL has a specific list of procedures.

1. Stop work immediately
2. Call Emergency services first, if needed
3. Report all incidents to management (AGL and City of Arvada) as soon after the event as possible.
4. Call Asset owners of Utility Line
5. Take action to protect people and property from secondary efforts of incidents
6. Conduct immediate initial incident investigations
7. Collect and preserve all evidence that may be useful in investigation
8. Conduct interviews of witness in a polite and professional manner
9. Follow up incident investigation and analysis

D. Proposed Work Schedule

AGL Construction Company has the capability of performing 5 to 10 replacements or approximately 2,000 replacements every year. AGL has the capability of completing 20 pre-construction inspections per day and potholing for approximately 10,000 properties per year. AGL Construction has no conflicting scheduling requirements and can begin the project immediately.

E. Fee Schedule/ Cost Proposal

Please find attached our pricing for the replacement of lead service lines in the City of Arvada. This proposal is for the removal and replacement of residential water service lines from the meter pit to the first connection in the residential home. In addition, we have provided pricing for investigative potholing and reporting, and construction pre-construction meetings with individual property owners.

Scope of work for replacements: meter to first connection in residential building:

1. Remove water meter pit and haul off, install new pit.

2. Remove water meter for reuse.
3. Reuse material from the curb stop meter including ¾" line and angle valve.
4. Abandon in place existing service line to building.
5. Install new 1" copper service line from meter pit to first connection in building.
6. Install new ball valve and reducer in building.
7. Flush new water service.
8. Restore property to original condition.
9. Traffic control, no parking signs and notifications.

Exclusions:

1. Restoration of interior elements at the connection point in building.
2. Any repairs or replacements of residences plumbing items.
3. Erosion control measures
4. Permits
5. Bonds
6. Inspections

Scope of work for investigation potholing:

Provide potholing services to identify water service line material and provide detailed reports by each residential property address. We assume that all investigative potholing will occur in the landscape areas and no hard surface coring or asphalt patching will be required.

Scope of work for pre-construction processes:

Pre-Construction:

- Acquiring Work Area and Property List
- Applying for all permits
- Mobilization
- Utility Locates
- Erosion Control
- Notifications (Neighborhood Introduction, Scheduling Appt., No Parking, etc.)
- Pre-Construction Investigations
- Potholing
- Inventory Procurement
- Scheduling Replacements (baseline, Weekly)

Schedule of values

Phase I

Item #	Service or Material	Unit	Cost (\$)
1	Internal Home Inspection	EA.	200.00
2	Pothole Verification (Private side of Meter)	EA.	275.00
3	Traffic Control (Residential)	EA.	100.00

4	Traffic Control (Collector/Arterial)	EA.	1200.00
5	Private Utility Locates	EA.	200.00

Phase II

AGL Construction Company believes that it would be more cost effective to determine Phase II pricing after determining the scope of work and location of the replacements based on the results of phase I. This will allow us to determine a plan to develop the most cost-effective pricing and strategy for completing the work.

Example Customer Outreach Materials: Potholing

DASHBOARD

New mass email

Send

Send mass email to properties

Current Task Order

2022-WAD

Event Type

Future

Email Template

Schedule inspection: Attempt #1

Dear {{ name }} at {{ property_address }},

I want to take this opportunity to introduce myself and AGL Construction to you. I am the Project Manager here at AGL. Our company specializes in replacing lead water service lines in the Denver Metro area (as can be seen on Denver Water's website).

We already have crews out working in your neighborhood. They are conducting preliminary "In-Home Inspections" to determine if your property qualifies to be included in the program and receive a new copper water line free of charge.

We ask that inspections be scheduled at your earliest convenience.

Schedule your free inspection here.

If you have any questions, please reach out to myself or anyone at AGL Construction. We look forward to helping make your neighborhood LEAD FREE!

Mass Email Scheduling

- Task order based on filename
- Option for Event Type
- Email subject automatically set
- Reusable templates

TO GET AHEAD ON SCHEDULING YOUR IN-HOME INSPECTION, PLEASE USE THE QR CODE BELOW

CONTACT US:
Thank you for your patience throughout this process. If you have any questions about the program or would like to speak to an AGL representative, please feel free to reach us using the information below.
Email: customerservice@aglconstruct.com
Phone: 303-288-4905

AGL Construction Company
7302 Ivanhoe Street
Commerce City, CO 80022
303-288-4905

NOTICE FOR WATERLINE INVESTIGATION

SORRY WE MISSED YOU. THIS IS OUR FINAL CONTACT ATTEMPT TO SCHEDULE THIS PROPERTY FOR A WATER SERVICE LINE INVESTIGATION. IF WE DO NOT HEAR BACK FROM YOU, THIS PROPERTY WILL BE DEEMED UNREACHABLE. PLEASE

PLEASE CONTACT OUR PRE-CON INSPECTORS FOR MORE INFORMATION:

JUSTIN ORTEGA:
720-260-0912

LUIS ACOSTA:
303-386-6878

AGL Construction Company
7302 Ivanhoe Street
Commerce City, CO 80022
303-288-4905

Project Information: Pothole Investigations

Your water distributor has hired AGL Construction to investigate the material of your water service line. Your Service line is the pipe that brings water from the water main in the street to the plumbing in your property.

AGL crews will use hydro-excavation techniques to create 4-6-inch holes above the water line. Once the water line is exposed, material will be determined through visual, scratch, and magnetic tests. Data from this investigation will be collected and sent back to your water distributor. If a replacement is deemed necessary by your Water Distributor, further information and scheduling will be communicated.

- Holes created during your pothole investigation will be restored following the investigation.
- Since potholing is done outside of the home, we do not require someone to be home at the time of the investigation.
- No Parking signs will be put in place prior to the investigation.



REQUIRED VENDOR SUBMITTAL FORM

SUBMITTED BY:

Company Name: AGL Construction Company

Contact Names: Sales/Customer Service Kathryn Davis

Address: 7302 Ivanhoe Street Commerce City, CO 80022

Phone: (303) 288-4905 Email(s): Kate@aglconstruct.com

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the vendor;
- He/she has read all Terms and Conditions and technical specifications made available in conjunction with this solicitation and fully accepts and acknowledges this offer is consistent with the specifications and terms and conditions, unless specific variations have been clearly and expressly listed in the offer;
- The Offer is in all respects fair, without outside collusion or otherwise illegal action.

By: [Signature]
Signature of Authorized Agent

8-31-23
Date

27-0814820
FEIN

Kathryn Davis
Typed/Printed Name of Agent

CEO
Title of Agent

Kate@aqlconstruct.com
Agent Email

Claire Frient
Typed/Printed Name of Witness

Office Manager
Title of Witness

customer.service@aglconstruct.com
Witness Email

PAYMENT TERMS: If the vendor does not accept a percentage discount, the City standard is net thirty (30) days after the date that the City receives an accurate invoice and has accepted the product or service. Payment is the date of the check mailing or date of the credit card transaction.

Discount: % Days, Net: 30 Days, Accept Visa without additional fee?

VARIATIONS: The vendor shall identify all variations and exceptions to any RFP documents. Submittal of a Vendor Contract is considered excessive in Variations and may be cause for determining that the Bid/Offer is non-responsive and ineligible for award. For each variation listed, reference the applicable section of the solicitation document as per the example below. If no variations are listed here, it is understood that the vendor's Offer fully complies with all terms and conditions. Attach additional Variation sheets in the same format as below after starting the first three on this page.

Page #: _____ Item # or Section: _____

Variance _____

Page #: _____ Item # or Section: _____

Variance

Page #: _____ Item # or Section: _____

Variance

SUBMITTAL INSTRUCTIONS:

Proposals shall be submitted in the order listed below with each section clearly identified.

- ☒ Submit ON-LINE at BidnetDirect.com
- ☒ Proposal as outlined in the Response Format described above
- ☒ Completed City Submittal Forms including this sheet and all other attachments specifically requested
- ☒ Performance Measures Form
- ☒ Insurance – Checking this box accepts that the insurance requirements listed by the City are acceptable unless listed in the variations on the previous page.
- ☒ CONFIDENTIAL information, if any, MUST be stamped as such on each page and submitted separately.
- ☒ Please initial to acknowledge Addenda, if any, have been considered in your proposal:

#1 KD #2 KD #3 KD

REFERENCES:

- ☐ Check here if Firm's standard reference sheet is attached, otherwise, use the space below.

Name: Consolidated Water ^{mutual} Contact Person: Ray Rodriguez
Address: 12700 W 27th Ave. Lakewood, CO 80215
Telephone No: 303-462-6387 Email: rrodriguez@cmwc.net
Describe type of work/service performed or items supplied: Preconstruction Investigations,
Installations, restoration

Name: Denver Water Contact Person: Jeff Carpenter
Address: 1600 W 12th Ave Denver, CO 80204
Telephone No: 303-598-0732 Email: jeff.Carpenter@denverwater.org
Describe type of work/service performed or items supplied: Preconstruction Investigations,
Investigative and Utility Pot holing, Installations, restoration

Name: Aurora Water Contact Person: Beverley Rizzolo
Address: 15151 E Alameda Pkwy #3600 Aurora, CO 80012
Telephone No: 303-739-7370 Email: brizzolo@auroragov.org
Describe type of work/service performed or items supplied: Preconstruction Investigations,
Investigative potholing, Installations, restoration

PERFORMANCE MEASURES REQUIRED FORM INSTRUCTIONS:

The City has incorporated Performance Management into its organizational culture. When vendors submit offers to the City in response to solicitations for **Services** (not associated with the primary purchase of goods, supplies, or software), they shall identify the methods and goals by which they will monitor and report their performance providing those services to the City. Vendor's performance shall be documented as to (a) Price/Cost, (b) Punctuality/Responsiveness (c) Quality/Reliability, and (d) Sustainability/or Innovation.

1. Vendor will define 1-2 measures for (a) Price/Cost, (b) Punctuality/Responsiveness (c) Quality/Reliability, and (d) Sustainability/or Innovation, that follow S.M.A.R.T goals: Specific, Measurable, Achievable, Relevant, and Timely, per category.
2. The awarded vendor will self-score their defined metrics within a score card emailed from purchasing 2 months prior to contract renewal. The department will review the vendor's self-scored measures.

SERVICES means: the furnishing of labor, time, effort, maintenance, etc., by a vendor/contractor/consultant, with an initial contract amount of more than \$15,000.

(a) Price/Cost

Example Measure: Consultant will submit detailed invoices substantiating amounts requested.

1. AGL Construction Company will submit detailed Invoices/Pay Apps to the City of Arvada with proof of the amounts requested.
2. AGL Construction Company will submit detailed Invoices/Pay Apps that follow the Agreed upon pricing.

(b) Punctuality/Responsiveness

Example Measure: Reporting of project status will occur monthly with the City and consultant's Project Manager.

1. AGL Construction Company will respond in 24 hours to any customer care issue. Emergencies will be handled immediately.
2. AGL will respond to any correspondence from the City of Arvada or any other governmental agency in an expeditious manner.

(c) Quality/Reliability

Example Measure: Revisions are drafted within two weeks, and no more than 3 revisions prior to final draft.

1. AGL Construction Company will perform Weekly Self quality control inspections
2. AGL Construction Company will perform Warranty Walks on all Completed operations.

(d) Sustainability and/or Innovation

Example Measure: Digital reports delivered to the City 95% of the time will to reduce the use of paper.

1. AGL Construction Company will utilize digital reports for all field forms to reduce the use of paper.
2. AGL Construction Company will recycle all discarded or unused materials.

Performance measures will be queried for every year of the contract. Performance measures reporting will partially inform re-contracting with or renewing a contract with a vendor.



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.5.

TO: THE HONORABLE CITY COUNCIL

DATE: October 16, 2023

SUBJECT: R23-088, A Resolution Authorizing Change Order No. 2 to an Agreement by and between the City of Arvada and Ulteig Operations, LLC, for Owner's Representative Services for the West 72nd Avenue-Kipling Street to Simms Street Project in an Amount not to Exceed \$2,085,552.00" for a Revised Total Contract Amount not to Exceed \$2,614,519.00

Report in Brief

Change Order No. 2 will increase the scope of services of the Original Agreement to include the additional construction management services by Ulteig Engineers, Inc for the remaining CP2 construction period, to extend the agreement (set to expire December 31, 2023) through December 31, 2024, and to increase the compensation amount by \$528,967.00 for a revised total contract amount not to exceed \$2,614,519.00.

The Arvada team recommends that the City Council approve R23-088, A Resolution Authorizing Change Order No. 2 to an Agreement by and between the City of Arvada and Ulteig Engineers, Inc. for Owner's Representative Services for the West 72nd Avenue- Kipling Street to Simms Street Project in an Amount not to Exceed \$2,085,552.00" for a Revised Total Contract Amount not to Exceed \$2,614,519.00.

Financial Impact

This Change Order No 2 will add \$528,967.00 to the Original Agreement for Owner's Representative Services for the West 72nd Avenue-Kipling Street to Simms Street project (ST-18-30) revising the total contract amount to \$2,614,519.00 and extending the contract one year through December 31, 2024.

Background

On or about December 16, 2019, Arvada and Contractor entered into an agreement (the "Original Agreement") whereby Ulteig (Contractor) would provide Owner's Representative Services for the West 72nd – Kipling Street to Simms Street Project (the "Project"). The Original Agreement is not attached hereto but is incorporated herein by reference.

The scope of services in the Original Agreement was estimated as one full-time and two seasonal and/or part time employees for 29 months for Construction Package 1 ("CP1"), Construction Package 2 ("CP2") and Construction Package 3 ("CP3") from December of 2019 to April 2022. Delays in the design process along with the extension of CP1 and CP2 construction periods have resulted in the updated construction period of 38 months (May 2021 to July 2024) for both packages. During 2023, increased scope for CP2 work resulted in increased construction activities requiring an additional full time employee.

Discussion

City Staff recommends the approval of this Change Order No. 2 to extend Ulteig Engineers, Inc Owner's Representative Services for the W 72d Ave Widening Project (18-ST-30). This change order is necessary as portions of the project have required increased staffing and extended construction periods from what was originally included in the scope. To this point in the project, which includes Construction Package 1 and most of Construction Package 2 Ulteig has provided excellent service to the City through its construction managers and inspectors. The expertise and experience of Ulteig personnel has been crucial in managing and minimizing the effects of challenging conditions throughout this large and complex project. This has included significant work in planning/design, community outreach and maintaining a safe site along with typical construction

SUBJECT:

R23-088, A Resolution Authorizing Change Order No. 2 to an Agreement by and between the City of Arvada and Ulteig Operations, LLC, for Owner's Representative Services for the West 72nd Avenue- Kipling Street to Simms Street Project in an Amount not to Exceed \$2,085,552.00" for a Revised Total Contract Amount not to Exceed \$2,614,519.00

PAGE: 2**ITEM:**

8.A.5.

management, oversight and inspection duties.

This change order allows Ulteig to support the remainder of Construction Package 2. Design Delays to Construction Package 3 will require additional planning and funding once the design has been approved and the schedule updated.

Public Contact**Commission Recommendation****Strategic Alignment****Alternative Courses of Action****Recommendation for Action**

The Arvada team recommends that City Council approve R23-088, A Resolution Authorizing Change Order No. 2 to an Agreement by and between the City of Arvada and Ulteig Engineers, Inc. for Owner's Representative Services for the West 72nd Avenue- Kipling Street to Simms Street Project in an Amount not to Exceed \$2,085,552.00" for a Revised Total Contract Amount not to Exceed \$2,614,519.00.

Suggested Motion:

I move that R23-088, A Resolution Authorizing Change Order No. 2 to an Agreement by and between the City of Arvada and Ulteig Engineers, Inc. for Owner's Representative Services for the West 72nd Avenue- Kipling Street to Simms Street Project in an Amount not to Exceed \$2,085,552.00" for a Revised Total Contract Amount not to Exceed \$2,614,519.00, be (approved) (rejected).

Prepared by:

David Bernard, Civil Engineer

Reviewed by:

Approved by:

Jenny Wolfschlag, City Engineer	9/12/2023
Jacqueline Rhoades, Public Works Director	9/27/2023
Bryan Archer, Director of Finance	9/27/2023
Tammy Hedlund, Legal Specialist	9/27/2023
Kelsy Sargent, Assistant City Attorney	9/27/2023
Don Wick, Deputy City Manager	9/27/2023

SUBJECT: R23-088, A Resolution Authorizing Change Order No. 2 to an Agreement by and between the City of Arvada and Ulteig Operations, LLC, for Owner's Representative Services for the West 72nd Avenue- Kipling Street to Simms Street Project in an Amount not to Exceed \$2,085,552.00" for a Revised Total Contract Amount not to Exceed \$2,614,519.00	PAGE: 3 ITEM: 8.A.5.
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Rachel Morris, City Attorney 9/29/2023

Lorie Gillis, City Manager 10/3/2023

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R 23-088

CHANGE ORDER NO. 2

TO "AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND ULTEIG OPERATIONS, LLC FOR OWNER'S REPRESENTATIVE SERVICES FOR THE WEST 72ND AVENUE- KIPLING STREET TO SIMMS STREET PROJECT IN AN AMOUNT NOT TO EXCEED \$2,085,552.00" FOR A REVISED TOTAL CONTRACT AMOUNT NOT TO EXCEED \$2,614,519.00

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in a form approved by the City Attorney, a Change Order No. 2, which is in substantially the same form as attached between the City of Arvada and Ulteig Operations, LLC to accommodate the additional construction management services for the West 72nd Avenue - Kipling Street to Simms Street Project, extend the term of the agreement to December 31, 2024, and to increase the contract compensation by \$528,967.00 for a revised total contract amount not to exceed \$2,614,519.00.

Section 2. This resolution shall be effective upon its approval by the City Council.

APPROVED AND ADOPTED this 16th day of October, 2023.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:
Rachel A. Morris, City Attorney

CHANGE ORDER NO. 2
TO “AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND
ULTEIG OPERATIONS, LLC FOR OWNER'S REPRESENTATIVE
SERVICES FOR THE WEST 72ND AVENUE- KIPLING STREET TO SIMMS
STREET PROJECT IN AN AMOUNT NOT TO EXCEED \$2,085,552.00" FOR
A REVISED TOTAL CONTRACT AMOUNT NOT TO EXCEED \$2,614,519.00

1. **PARTIES.** The parties to this Change Order No. 2 are the City of Arvada, a home rule municipal corporation (“Arvada”) and Ulteig Operations, LLC (“Contractor”).
2. **RECITALS AND PURPOSE.**
 - 2.1. On or about December 16, 2019, Arvada and Contractor entered into an agreement (the “Original Agreement”) whereby Contractor would provide Owner’s Representative Services for the West 72nd – Kipling Street to Simms Street Project (the “Project”). The Original Agreement is not attached hereto but is incorporated herein by reference.
 - 2.2. On or about March 16, 2022, Arvada and Contractor entered into an agreement titled Change Order No. 1 to amend the hourly rate schedule (“Change Order No. 1”). Change Order No. 1 is not attached hereto but is incorporated herein by reference.
 - 2.3. Pursuant to Section 9.0 of the Original Agreement, Arvada and Contractor may determine that changes in the Scope of Services for the Project are necessary. Such changes shall be mutually agreed upon and shall be incorporated in writing in properly authorized amendments to this Agreement.
 - 2.4. The scope of services in the Original Agreement was estimated as one full-time and two seasonal and/or part-time employees for 29 months for Construction Package 1 (“CP1”), Construction Package 2 (“CP2”) and Construction Package 3 (“CP3”) from December of 2019 to April 2022. Delays in the design process along with the extension of CP1 and CP2 construction periods have resulted in the updated construction period of 38 months (May 2021 to July 2024) for both packages. During 2023 the bulk of CP2 work resulted in an increased volume of construction activities requiring an additional full-time employee for effective coverage of on-site activities.
 - 2.5. The purpose of this Change Order No. 2 to the Original Agreement (“Change Order No. 2”) is to increase the scope of services to include the additional construction management services by Contractor for the remaining CP2 construction period, to extend the agreement (set to expire December 31, 2023) through December 31, 2024, and to increase the compensation amount by \$528,967.00 for a revised total contract amount not to exceed \$2,614,519.00.
3. **CONTRACT DOCUMENTS AND EXHIBITS.** The Contract Documents shall consist of the Original Agreement, Change Order No. 1, and this Change Order No. 2 together with the following:

Exhibit A: Contractor’s Change Order Request dated August 17, 2023 (4-page document)

All exhibits referred to in this Agreement are attached hereto and are, by reference, incorporated herein for all purposes. In the event any matter, term, provision, or condition that is the subject of this Agreement requires clarification or is in dispute, or is the subject of a difference of opinion, the purpose and intent of the Agreement shall be first ascertained by reference to the Contract Documents in their entirety. In the event of any dispute or differences between the respective documents that constitute the Contract Documents, then Contractor shall secure the written instructions from Arvada before proceeding with the performance of the services affected by such conflicts, omissions, or discrepancies.

4. **SCOPE OF SERVICES FOR CHANGE ORDER NO. 2.** The scope of services is being modified under this Change Order No. 2 to include additional construction management services, as detailed in **Exhibit A** to this Change Order No. 2.
5. **COMPENSATION FOR SERVICES UNDER CHANGE ORDER NO. 2.** The Agreement terms are amended to allow the increase of compensation \$528,967.00 for a revised total contract amount not to exceed \$2,614,519.00.
6. **TERM OF AGREEMENT.** The term of this agreement is being extended one additional year, from December 31, 2023 to December 31, 2024.
7. **FULL FORCE AND EFFECT.** All other terms and conditions shall be as set forth in the Original Agreement.
8. **SEVERABILITY.** If any other provision of this Change Order No. 2 is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Amendment shall continue in full force and effect.
9. **BINDING AUTHORITY.** Contractor represents and affirms that the signature page hereof accurately states the full legal name of Contractor (whether as a corporation, partnership, limited liability company, sole proprietorship, or other), contains all requisite signature(s) on behalf of Contractor, in accordance with all applicable statutes, regulations, resolutions, rules, bylaws, agreements, or similar sources of authority or limitation. This Change Order No. 2 may be executed in counterpart(s), each of which shall be deemed to be an original, and all of which, taken together, shall constitute one instrument.

DATED this _____ day of _____, 2023.

CITY OF ARVADA, a Colorado home rule
municipal corporation

Marc Williams
Mayor of Arvada
8101 Ralston Road
Arvada, CO 80002

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

ULTEIG OPERATIONS, LLC

Andria Schmid, PE (CO, ND, TX)

Director of Civil Engineering

5575 DTC Parkway, Suite 200

Greenwood Village, CO 80111

Exhibit A

Change Order No. 2

To “An Agreement By And Between The City Of Arvada And
Ulteig Operations, LLC For Owner's Representative Services
For The West 72nd Avenue- Kipling Street To Simms Street
Project In An Amount Not To Exceed \$2,085,552.00" For A
Revised Total Contract Amount Not To Exceed \$2,614,519.00



We listen. We solve.®

August 17, 2023

David Bernard
Project Manager - Public Works, Engineering
City of Arvada
8101 Ralston Road
Arvada, CO 80002

Subject: Request for Additional Funding for CP2 W. 72nd Ave Kipling to Simms
Ulteig Project: 19.01438

Dear Mr. Bernard,

Ulteig is requesting the addition of \$528,967 for the remainder of the CP2 Construction Inspection & Management, Project Closeout, and sub-consultant fees. This request is mainly due to the delays to the original design of CP1, CP2 and CP3, as well as the extension of the CP1 and CP2 period of construction. Additionally, the construction management and inspection services provided include additional staff that was originally not required per the scope of services.

Ulteig was requested to provide a construction manager (full time), construction inspector (seasonal/part time), and a document control manager (part time) per the scope of services on November 22, 2019. The original scope of services for CP1, CP2, CP3 design and construction included a period of service from December 2019 to May 2022. This equated to 29 months of service and 7,196 hours of service for all construction staff for all three packages of work. Throughout CP1, Ulteig was able to cover the project with a construction manager and a part-time construction inspector from May 2021 to April 2022, 10 months. For CP2, Ulteig provided one full time construction manager and one construction inspector from 04/2022 to 12/2022, 8 months. Due to fast track rebuilds of Oak, Simms, and Quail intersections the project required an additional full-time inspector from 01/2023 to 08/11/2023, 6 months. The CP2 schedule from 3/2022 to 7/2024 is a period of construction of 28 months.

The construction of CP1 and CP2 were originally baselined to be completed in 18 months total. These additional months of service from the original scope of services accounts for 20 Months and increased the CP1 and CP2 construction, increase of 111%. Ulteig requests a change order for 08/2023 to 07/2024 of 3,785 hours to provide the remainder coverage for management and inspection. Attached are tables that provide an overview of the expected design and the actual construction period. The exhibit includes current condition of phases and tasks per the scope of services provided on November 22, 2019, and a detailed layout of rates and hours expected for the remainder of CP2 construction period and assumptions.

Additionally, Ulteig requests an extension of the contract dated 12/16/2019 to 12/31/2024. This contract is set to expired on 12/31/2023 and would require an extension due to the CP2 construction period estimate to be complete on July 31, 2024.

If you have any questions, please contact me at molly.thiebaut@ulteig.com or (719) 821-2971.

Respectfully,

Molly Thiebaut, P.E.
Technical Manager, Construction Management

Timeline Summary of Project Schedule

Project Schedule Changes									
Schedule by SEMA	Construction								
	CP1			CP2			CP3		
	Start	End	Months	Start	End	Months	Start	End	Months
1/31/2020	11/9/2020	2/26/2021	3	11/3/2020	2/22/2022	15	11/30/2020	2/6/2023	26
2/29/2020	11/9/2020	2/26/2021	3	11/3/2020	2/22/2022	15	11/30/2020	2/16/2023	26
3/31/2020	11/17/2020	3/8/2021	3	11/24/2020	3/8/2022	15	1/17/2021	3/27/2023	26
4/30/2020	4/4/2021	8/16/2021	4	11/15/2021	8/15/2022	9	1/19/2021	6/2/2023	28
5/31/2020	5/18/2021	8/31/2021	3	11/29/2021	8/29/2022	9	8/10/2021	6/16/2023	22
6/30/2020	5/18/2021	8/31/2021	3	11/29/2021	10/3/2022	10	9/15/2021	6/21/2023	21
9/4/2020	5/18/2021	8/31/2021	3	11/29/2021	12/6/2022	12	10/28/2021	8/7/2023	21
1/31/2021	3/30/2021	8/8/2022	16	8/10/2021	7/31/2023	23	1/27/2022	1/28/2024	24
3/3/2021	3/15/2021	10/29/2021	7	8/24/2021	7/31/2023	23	1/24/2022	1/2/2024	23
OPCC 2/2/2022 - CP2				3/14/2022	2/24/2024	23			
Baseline - CP2				3/10/2022	8/12/2024	29			
Construction Actuals	5/17/2021	4/1/2022	10	3/10/2022	7/31/2024	28			

[illegible]

Summary of Staff Hours and Rates

Fee Estimate Summary						
Tasks		Budget	Spent	CO2 Request	Proposed Budget	% Over/Under
1	Project Administration	\$ 131,626.00	\$ 127,116.00	\$ 16,400.00	\$ 143,516.00	9%
2	Preconstruction Owners Representation	\$ 300,784.00	\$ 325,022.25	0	\$ 325,022.25	8%
3	Construction Administration	\$ 224,356.00	\$ 112,548.25	\$ 11,736.00	\$ 124,284.25	-45%
4	Construction Inspection & Management	\$ 852,044.00	\$1,213,985.00	\$401,595.00	\$ 1,615,580.00	90%
5	Project Closeout	\$ 63,128.00	\$0	\$ 29,236.00	\$ 29,236.00	-54%
6	Subconsultants	\$ 513,614.00	\$ 284,303.49	\$ 70,000.00	\$ 354,303.49	-31%
Totals		<u>\$2,085,552.00</u>	<u>\$2,062,974.99</u>	<u>\$528,967.00</u>		

New Contract Total \$2,614,518.70

Labor Hours - Construction CP1, CP2, and CP3						
	CP1 Original	CP1 Actual	CP2 Original	CP2 Actual	CP3 Original	CP3 Outlook*
Schedule (months)	3	10	15	28	26	24
Construction Manager	480	1605	3000	3766	1160	4800
Construction Inspector	0	900	300	5640	320	9600
Document Control	132	0	660	0	1144	0
Total Hours	612	2505	3960	9434	2624	14400
Increase from Scope of Work	409%		238%		549%	
*CP3 Provide for information only, subject to change based on CP3 Design and Construction schedule due to Railroad delays						

Assumptions for additional scope of services: (attached rate sheet)

- These change order funds do not include CP3 construction management, inspection or closeout, OPCC or third party cost estimate and any additional design support for CP3 final drawings past the latest review of plans on 03/03/2022
- Staff involvement is to be assumed from 08/2023 to 07/2024.
 - Construction Manager support for 11 Months of service at around 20 hours a week.
 - Construction Inspector support for 11 months of service at full time for 5 months, and part time for 6 months.
 - Construction Inspector support for 4 months at full time.
 - Terracon services for a lump sum of \$70,000
 - Services include density, concrete, asphalt testing as required per the CDOT Material Testing Frequencies per the CDOT Material Testing Frequencies and Final Documentations
 - Testing services are for testing are for 8/2023 to 12/31/2023 which include final documentation per the CDOT Field Materials Manual.



Ulteig - Engineering Fee Estimate - CP2 - Construction Management - Amendment 1
City of Arvada - Owner's Representative 72nd Avenue Kipling to Simms
UEI Project Number: R19.01438

PROJECT PHASES & TASKS			ULTEIG ENGINEERS - STAFFING & ESTIMATED HOURS									
			Project Controls & Administration - Rene Philippot	Senior Engineer - Steve Windish	Senior Construction Manager - Ron Lowe	Lead Engineer - Molly Thiebaut	Construction Manager - Youssef Ouajani	Graduate Engineer - Connor Roberts	Field Observer - George Berner	Engineer - Laeken Carey	Total hours	Cost
Task	Introduction	Hourly Rate										
1.0	Project Administration											
1.01	Internal Project Development Meetings											
1.02	Monthly Progress Reports and Invoicing	100										
1.03	Project Management											
1.04	Subconsultant Coordination											
Subtotals			100	0	0	0	0	0	0	0	100	\$16,400
3.0 Construction Administration												
3.01	External Stakeholder Meetings										0	\$0
3.02	Review & Process Monthly Pay Applications				16						16	\$0
3.03	CPM Schedule Review			8							8	\$1,664
3.04	Changer Orders & CMO's			4		20					24	\$832
3.05	Document Control Management					20				60	80	\$9,240
Subtotals			0	12	0	56	0	0	0	60	128	\$11,736
4.0 Construction Inspection & Management												
4.01	Weekly Construction Meetings				5	80	42	42	18		187	\$14,336
4.02	Construction Inspection				20	140	805	1255	820		3040	\$365,310
4.03	Material Quality Assurance					20					20	\$0
4.04	COC, CTR, and Submittal Reviews			20		20					40	\$4,160
Subtotals			0	20	25	260	847	1297	838	0	3287	\$383,806
5.0 Project Closeout												
5.01	Prepare Punch List, Reports & Notices				4	10	20	20			54	\$6,184
5.02	Final Acceptance					8	8	8			28	\$2,944
5.03	Assemble Final Records/As-Built's				4	20	20	80			124	\$13,144
5.04	Final Estimates/Quantities				4	10	10	40			64	\$6,964
Subtotals			0	0	16	48	58	148	0	0	270	\$29,236
Total Hours			100	32	41	364	905	1445	838	60	3785	
Ulteig Phase Fee Hour Estimate Subtotal:											\$441,178	
Subconsultant Fees (see supporting attachments)												
Subconsultant Name							Scope of Work				Total	
Terracon							Materials Testing				\$70,000	
Emprise Concepts							Construction Administration				\$0	
Chickenango							Public Involvement				\$0	
Stanton Constructability							ICE				\$0	
Subconsultant Total											\$70,000	
Reimbursable Expenses - Estimated			Quantity				Unit Rate			Total		
Accommodations			0				\$150			\$0		
Mileage			26598				\$0.65			\$17,289		
Per Diem			0				\$60			\$0		
GPS (Rover Only)			0				\$28.00			\$0		
Project Office to be provided by City of Arvada or Contractor			NA				NA			NA		
Miscellaneous			1				\$500			\$500		
Reimbursable Expenses Subtotal											\$17,789	

Total Fee Estimate - Owner's Representative 72nd Avenue: \$528,967



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.6.

TO: THE HONORABLE CITY COUNCIL

DATE: October 16, 2023

SUBJECT: R23-089, A Resolution Authorizing a Four Month Extension of Two Leases by and Between the City of Arvada and The United States Postal Service for Lease of The Building At 5885 Allison Street and For Lease of The Parking Lot At 5886 Ammons Street

Report in Brief

The United States Postal Service, hereinafter the Postal Service, has requested to extend their lease agreement for the post office facility and their lease agreement for the parking lot for an additional period of four months. The original lease agreements were set to terminate on September 30, 2022.

- On September 19, 2022, the City Council approved a six-month extension of the lease agreements for a fixed term basis beginning October 1, 2022 and ending March 31, 2023.
- On March 20, 2023, the City Council approved a three-month extension of the lease agreements for a fixed term basis beginning April 1, 2023 and ending June 30, 2023.
- On July 17, 2023, the City Council approved a three-month extension of the lease agreements for a fixed term basis beginning July 1, 2023 and ending August 31, 2023.

All extensions as previously approved by City Council were requested by the Postal Service in order to complete internal processes which it requires prior to commencing negotiations with the City for a new lease. The Postal Service has completed some of these internal requirements, to include obtaining appraisals of the premises, but will need additional time to commence and complete negotiations with the City.

The Postal Service just recently submitted their lease agreement proposal based on terms, conditions, and lease values will require additional time to reach a fair conclusion to the lease negotiations. Based on the amount of revisions that will need to be negotiated, we will need additional time to reach a fair and equitable conclusion to the terms, conditions, and cost of the lease agreement.

Upon completion of a new lease for the premises, the Postal Service agrees that the rental rate in effect at the commencement of the new lease will be retroactive to October 1, 2022.

The Arvada team recommends that City Council approve R23-089, A Resolution Authorizing a Four Month Extension of Two Leases By and Between the City of Arvada and the United States Postal Service For the Lease of the Building at 5885 Allison Street and For the Lease of the Parking Lot at 5886 Ammons Street.

Financial Impact

The financial impact will be determined after the negotiation of the new lease is finalized.

Background

The City Council Strategic Plan adopted on June 17, 2013 included a strategic result associated with the future need to expand Police and Municipal Court facilities to meet the City's growth. The 2013 Strategic Result was as follows:

SUBJECT:

R23-089, A Resolution Authorizing a Four Month Extension of Two Leases by and Between the City of Arvada and The United States Postal Service for Lease of The Building At 5885 Allison Street and For Lease of The Parking Lot At 5886 Ammons Street

PAGE: 2**ITEM:**

8.A.6.

By December 31, 2014, a conceptual plan and location for a new Justice Center will be completed in order to accommodate emerging safety requirements of the public.

When the City received notification of the post office sale, we tasked our master plan design consultant to review the use of the post office as a Justice Center that would meet the needs of the Police Department and the Municipal Court. The consultant determined the facility could be a viable option and provided concept plans in the final master plan documents.

While acknowledging the viability of the site to be developed as a Justice Center, other higher capital project priorities were identified, including the need to increase funding for street maintenance, construction of the Olde Town Hub and several other projects that were recommended by the Citizens Capital Improvements Project Committee when they completed their work in 2015. The impact of the Police community stations coming on line slightly reduced the need for additional space and the Municipal Court reevaluated priorities with the appointment of Judge Kurtz. Therefore, there are neither the funds nor the urgency to develop the Justice Center at this time.

Discussion

Internally, the Postal Service processes and lack of communication by JLL Brokage initially took a substantial amount of time. The rental rate requested by the Postal Service is low. This extension of time will allow the City to gather necessary information to adequately represent the interests of the City in lease negotiations.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The recommended action aligns with the Infrastructure Priority Area of the City Council Strategic Plan. Specifically, the recommended action supports Strategic Result 6 (SR6):

By 12/25, complete a comprehensive plan for City facilities and properties that would be utilized for City business operations post COVID-19, including the City Hall campus, Indiana Shops, and other appropriate satellite facilities to ensure optimal usage of space

Alternative Courses of Action

No other alternatives at this time.

Recommendation for Action

The Arvada team recommends that the City Council approve R23-089, A Resolution Authorizing a Four Month Extension of Two Leases By and Between the City of Arvada and the United States Postal Service For the Lease of the Building at 5885 Allison Street and for the Lease of the Parking Lot at 5886 Ammons Street.

Suggested Motion:

SUBJECT: R23-089, A Resolution Authorizing a Four Month Extension of Two Leases by and Between the City of Arvada and The United States Postal Service for Lease of The Building At 5885 Allison Street and For Lease of The Parking Lot At 5886 Ammons Street	PAGE: 3 ITEM: 8.A.6.
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I move that R23-089, A Resolution Authorizing a Four Month Extension of Two Leases By and Between the City of Arvada and the United States Postal Service For the Lease of the Building at 5885 Allison Street and for the Lease of the Parking Lot at 5886 Ammons Street, be (approved) (rejected).

Prepared by:
Tammy Hedlund, Legal Specialist

Reviewed by:

Approved by:

Kim Vagher, Manager of City Facilities	9/27/2023
Jacqueline Rhoades, Public Works Director	9/28/2023
Bryan Archer, Director of Finance	9/28/2023
Jessica Morales, Assistant City Attorney	9/28/2023
Rachel Morris, City Attorney	9/29/2023
Lorie Gillis, City Manager	10/3/2023

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R23-089

A RESOLUTION AUTHORIZING A FOUR MONTH EXTENSION OF TWO LEASES BY AND BETWEEN THE CITY OF ARVADA AND THE UNITED STATES POSTAL SERVICE FOR LEASE OF THE BUILDING AT 5885 ALLISON STREET AND FOR LEASE OF THE PARKING LOT AT 5886 AMMONS STREET

WHEREAS, the City of Arvada currently leases the property located at 5885 Allison Street to the United States Postal Service (“USPS”) for its use of the property as a Postal Office at an annual rent of \$48,386.00; and

WHEREAS, the City of Arvada currently leases the property located at 5886 Ammons Street to the USPS for its use of the property as a parking lot for USPS employees, at an annual rent of \$10.00; and

WHEREAS, the lease agreements were set to terminate on September 30, 2022: and

WHEREAS, on September 19, 2022, the City Council approved a six-month extension of the lease agreements for a fixed term basis beginning October 1, 2022 and ending March 31, 2023; and

WHEREAS, on March 20, 2023, the City Council approved a three-month extension of the lease agreements for a fixed term basis beginning April 1, 2023 and ending June 30, 2023; and

WHEREAS, on July 17, 2023, the City Council approved a three-month extension of the lease agreements for a fixed term basis beginning July 1, 2023 and ending September 30, 2023; and

WHEREAS, additional time is needed for negotiation of new lease agreements; and

WHEREAS, this additional four month extension of the existing leases will be for a fixed term basis beginning October 1, 2023 and ending January 31, 2024; and

WHEREAS, the USPS agrees that upon completion of negotiations of new leases for both the properties, the rental rate in effect at the commencement of the new leases will be retroactive to October 1, 2022, and if that rental rate is in excess of the current rent, the USPS will make one lump sum payment to the City of Arvada for the difference between the rental rate in the new leases and the current rental rate within 30 days of the execution the new leases.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, Agreements, which are in substantially the same form as that attached hereto.

Section 2. This resolution shall be effective upon its approval by the City Council.

APPROVED AND ADOPTED this 16th day of October, 2023.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____



Lease Extension

Facility Name/Location

MAIN OFFICE (070414-001)

5885 ALLISON ST, ARVADA, CO 80004-9998

Lease Extension No: 004

Lease: E00000000774

This refers to the Lease accepted by the United States Postal Service, hereinafter called the Postal Service, under date of 01/02/1969, whereby there is leased to the Postal Service the above-described facility.

WHEREAS, the Postal Service desires and Landlord is willing to extend said Lease as specified below;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

To extend the terms and conditions of the said Lease, as the same may have been modified or amended, for a fixed term basis beginning 10/01/2023 and ending 01/31/2024 at an annual rental of \$48,386.00.

See Addendum

In all other respects, the Lease shall remain the same and is hereby confirmed.

Facility Name/Location

MAIN OFFICE (070414-001)

5885 ALLISON ST, ARVADA, CO 80004-9998

County: Jefferson

Lease: E00000000774

1. Upon completion of negotiation of a new Lease for the premises, the Postal Service agrees that the rental rate in effect at the commencement of the new Lease will be retroactive to 10/01/2022. If that rental rate is in excess of the current rent, the Postal Service will make one lump sum payment for the difference of between the rental rate in the new Lease and the current rent. The lump sum payment will be made within thirty (30) days of execution of the new Lease. If the new Lease term begins before the expiration date of this lease extension, 1.31.2024, the new Lease will supersede and terminate this current lease extension as of the effective date of the new Lease.

2. The parties agree that if the signature(s) of either Landlord or the Postal Service on this Lease or any amendments, addendums, assignments, or other records associated with this Lease is not an original but is an electronic signature, scanned signature or a digitally encrypted signature, then such electronic signature, scanned signature or digitally encrypted signature shall be as enforceable, valid and binding as, and the legal equivalent to, an authentic original wet signature penned manually by its signatory. Signatures required under this Lease, or any amendments, addendums, assignments, or other records associated therewith, may be transmitted by email or by fax and, once received by the party to whom such signatures were transmitted, shall be binding on the party transmitting its signatures as though they were an original signature of such party.



Lease Extension

EXECUTED BY LANDLORD this _____ day of _____, _____.

GOVERNMENTAL ENTITY

By executing this Lease Amendment, Landlord certifies that Landlord is not a USPS employee or contract employee (or an immediate family member of either), or a business organization substantially owned or controlled by a USPS employee or contract employee (or an immediate family member of either).

Name of Governmental Entity: CITY OF ARVADA

Name & Title Marc Williams, Mayor

Name & Title _____

Name & Title _____

Name & Title _____

Name & Title _____

Name & Title _____

Name & Title _____

Name & Title _____

APPROVED AS TO FORM:

Landlord's Address: CITY OF ARVADA

Rachel A. Morris, Arvada City Attorney

8101 RALSTON RD

By: _____

ARVADA, CO

Zip+4 80002-2400

Landlord's Telephone Number(s): _____

Federal Tax Identification No.: XX-XXX0633

ATTEST:

Witness _____

Witness _____

Arvada City Clerk

- Where the Landlord is a governmental entity or other municipal entity, the Lease must be accompanied by documentary evidence affirming the authority of the signatory(ies) to execute the Lease to bind the governmental entity or municipal entity for which he (or they) purports to act.
- Any notice to Landlord provided under this Lease or under any law or regulation must be in writing and submitted to Landlord at the address specified above, or at an address that Landlord has otherwise appropriately directed in writing. Any notice to the Postal Service provided under this Lease or under any law or regulation must be in writing and submitted to "Contracting Officer, U.S. Postal Service" at the address specified below, or at an address that the Postal Service has otherwise directed in writing.

ACCEPTANCE BY THE POSTAL SERVICE

Date: _____

Terrence P Brennan

Contracting Officer

Signature of Contracting Officer

Western FSO 7500 E 53RD PL RM 1108, DENVER, CO 80266-9918

Address of Contracting Officer

Facility Name: ARVADA-MAIN OFFICE
Fin/Sub No: 070414-001
Address: 5885 ALLISON ST
City, ST, ZIP: ARVADA, CO 80004-9998

Real Estate Conflict of Interest Certification

To avoid actual or apparent conflicts of interest, the United States Postal Service ("Postal Service") requires the following certification from you as a potential Landlord/Supplier/Contractor to the Postal Service. Please check all that apply in item A below. Further, please understand that the Postal Service will be relying on the accuracy of the statements made by you in this certification in determining whether to proceed with any possible transaction with you.

I, MARC WILLIAMS hereby certify to the Postal Service as follows:
[PRINT: name of potential Landlord/Supplier/Contractor]

- A. (Check all that apply) I am:
- (i) ☐ A Postal Service employee;
 - (ii) ☐ The spouse of a Postal Service employee;
 - (iii) ☐ A family member of a Postal Service employee; (*Relationship*) _____
 - (iv) ☐ An individual residing in the same household as a Postal Service employee;
 - (v) ☐ I am one of the individuals listed in (i) through (iv) above AND a controlling shareholder or owner of a business organization leasing space or intending to lease space to the Postal Service; OR
 - (vi) ☒ None of the above.
- B. (Complete as applicable):
- i. I have the following job with the Postal Service(*Title*)_____ (*Location*)_____
 - ii. My Spouse who works for the Postal Service holds the following job: (*Title*)_____ (*Location*)_____
 - iii. My family member who works for the Postal Service holds the following job: (*Title*)_____ (*Location*)_____
 - iv. My household member who works for the Postal Service holds the following job: _____ (*Title*)_____ (*Location*)_____
- C. If you have checked "none of the above" and during the lease term or any renewal term, you do fall into any of the categories listed in A (i) through (v) above, you shall notify the Postal Service Contracting Officer in writing within 30 days of the date you fall into any of the such categories and shall include an explanation of which of the above categories now applies.
- D. The person signing this certification has full power of authority to bind the potential Landlord/Supplier/Contractor named above.

Executed this _____ day of _____, 20____ by

BY: _____
[Insert Signature]

BY: MARC WILLIAMS
[PRINT: name of entity or person]

Title: MAYOR
[Insert title]

APPROVED AS TO FORM:

Rachel A. Morris, Arvada City
Attorney

By: _____

ATTEST:

Arvada City Clerk



Lease Extension

Facility Name/Location

MAIN OFFICE PARKING (070414-002)

5886 AMMONS ST, ARVADA, CO 80004-9998

Lease Extension No: 004

Lease: E00000000775

This refers to the Lease accepted by the United States Postal Service, hereinafter called the Postal Service, under date of 06/03/1975, whereby there is leased to the Postal Service the above-described facility.

WHEREAS, the Postal Service desires and Landlord is willing to extend said Lease as specified below;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

To extend the terms and conditions of the said Lease, as the same may have been modified or amended, for a fixed term basis beginning 10/01/2023 and ending 01/31/2024 at an annual rental of \$10.00.

See attached Addendum

In all other respects, the Lease shall remain the same and is hereby confirmed.

Facility Name/Location

MAIN OFFICE PARKING (070414-002)
5886 AMMONS ST, ARVADA, CO 80004-9998

County: Jefferson

Lease: E00000000775

1. Upon completion of negotiation of a new Lease for the premises, the Postal Service agrees that the rental rate in effect at the commencement of the new Lease will be retroactive to 10/01/2022. If that rental rate is in excess of the current rent, the Postal Service will make one lump sum payment for the difference of between the rental rate in the new Lease and the current rent. The lump sum payment will be made within thirty (30) days of execution of the new Lease. If the new Lease term begins before the expiration date of this lease extension, 1.31.2024, the new Lease will supersede and terminate this current lease as of the effective date of the new Lease.
2. The parties agree that if the signature(s) of either Landlord or the Postal Service on this Lease or any amendments, addendums, assignments, or other records associated with this Lease is not an original but is an electronic signature, scanned signature or a digitally encrypted signature, then such electronic signature, scanned signature or digitally encrypted signature shall be as enforceable, valid and binding as, and the legal equivalent to, an authentic original wet signature penned manually by its signatory. Signatures required under this Lease, or any amendments, addendums, assignments, or other records associated therewith, may be transmitted by email or by fax and, once received by the party to whom such signatures were transmitted, shall be binding on the party transmitting its signatures as though they were an original.



Lease Extension

EXECUTED BY LANDLORD this _____ day of _____, _____.

GOVERNMENTAL ENTITY

By executing this Lease Amendment, Landlord certifies that Landlord is not a USPS employee or contract employee (or an immediate family member of either), or a business organization substantially owned or controlled by a USPS employee or contract employee (or an immediate family member of either).

Name of Governmental Entity: CITY OF ARVADA

Name & Title Marc Williams, Mayor Name & Title _____

Name & Title _____ Name & Title _____

Name & Title _____ Name & Title _____

Name & Title _____ Name & Title _____

Landlord's Address: CITY OF ARVADA

8101 RALSTON RD

ARVADA, CO

APPROVED AS TO FORM:

Rachel A. Morris, Arvada City Attorney

By: _____

Zip+4 80002-2400

Landlord's Telephone Number(s): _____

Federal Tax Identification No.: XX-XXX0633

ATTEST:

Witness _____ Witness _____

Arvada City Clerk

- Where the Landlord is a governmental entity or other municipal entity, the Lease must be accompanied by documentary evidence affirming the authority of the signatory(ies) to execute the Lease to bind the governmental entity or municipal entity for which he (or they) purports to act.
- Any notice to Landlord provided under this Lease or under any law or regulation must be in writing and submitted to Landlord at the address specified above, or at an address that Landlord has otherwise appropriately directed in writing. Any notice to the Postal Service provided under this Lease or under any law or regulation must be in writing and submitted to "Contracting Officer, U.S. Postal Service" at the address specified below, or at an address that the Postal Service has otherwise directed in writing.

ACCEPTANCE BY THE POSTAL SERVICE

Date: _____

Terrence P Brennan
Contracting Officer

Signature of Contracting Officer

Western FSO 7500 E 53RD PL RM 1108, DENVER, CO 80266-9918
Address of Contracting Officer

Facility Name: ARVADA-MAIN OFFICE PARKING
Fin/Sub No: 070414-002
Address: 5886 AMMONS ST
City, ST, ZIP: ARVADA, CO 80004-9998

Real Estate Conflict of Interest Certification

To avoid actual or apparent conflicts of interest, the United States Postal Service ("Postal Service") requires the following certification from you as a potential Landlord/Supplier/Contractor to the Postal Service. Please check all that apply in item A below. Further, please understand that the Postal Service will be relying on the accuracy of the statements made by you in this certification in determining whether to proceed with any possible transaction with you.

I, Marc Williams hereby certify to the Postal Service as follows:
[PRINT: name of potential Landlord/Supplier/Contractor]

- A. (Check all that apply) I am:
- (i) ☐ A Postal Service employee;
 - (ii) ☐ The spouse of a Postal Service employee;
 - (iii) ☐ A family member of a Postal Service employee; (*Relationship*) _____
 - (iv) ☐ An individual residing in the same household as a Postal Service employee;
 - (v) ☐ I am one of the individuals listed in (i) through (iv) above AND a controlling shareholder or owner of a business organization leasing space or intending to lease space to the Postal Service; OR
 - (vi) ☒ None of the above.
- B. (Complete as applicable):
- i. I have the following job with the Postal Service(*Title*)_____ (*Location*)_____
 - ii. My Spouse who works for the Postal Service holds the following job: (*Title*)_____ (*Location*)_____
 - iii. My family member who works for the Postal Service holds the following job: (*Title*)_____ (*Location*)_____
 - iv. My household member who works for the Postal Service holds the following job: _____ (*Title*)_____ (*Location*)_____
- C. If you have checked "none of the above" and during the lease term or any renewal term, you do fall into any of the categories listed in A (i) through (v) above, you shall notify the Postal Service Contracting Officer in writing within 30 days of the date you fall into any of the such categories and shall include an explanation of which of the above categories now applies.
- D. The person signing this certification has full power of authority to bind the potential Landlord/Supplier/Contractor named above.

Executed this _____ day of _____, 20____ by

BY: _____
[Insert Signature]

BY: Marc Williams
[PRINT: name of entity or person]

Title: Mayor
[Insert title]

APPROVED AS TO FORM:

Rachel A. Morris, Arvada City
Attorney

By: _____

ATTEST:

Arvada City Clerk

Facility Name: ARVADA-MAIN OFFICE PARKING
Fin/Sub No: 070414-002
Address: 5886 AMMONS ST
City, ST, ZIP: ARVADA, CO 80004-9998

[INTERNAL USE ONLY: TM / RES: 1) If A(vi) 'none of the above' is selected, stop, file form with the lease. 2) If other items are selected, submit form to Ethics.help@usps.gov. File form and Ethics determination with the lease.]

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. City of Arvada	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☒ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 8101 Ralston Road	Requester's name and address (optional)
6 City, state, and ZIP code Arvada, Colorado 80002	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-			-			
or									
Employer identification number									
8	4	-	6	0	0	0	6	3	3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► January 1, 2023
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.B.1.

TO: THE HONORABLE CITY COUNCIL

DATE: October 16, 2023

SUBJECT: R23-090, A Resolution Authorizing the Third Amendment to the Intergovernmental Agreement By and Between the Urban Drainage and Flood Control District D/B/A Mile High Flood District and the City of Arvada for Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for Ralston Creek at Croke Canal (Presenter: Melanie Walter, Engineering Manager)

Report in Brief

PRESENTER: Melanie Walter, Engineering Manager

Council action is requested on the attached Resolution Authorizing the Third Amendment to the Intergovernmental Agreement (IGA) between the Urban Drainage and Flood Control District d/b/a Mile High Flood District (MHFD) and the City of Arvada Regarding Funding of Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for Ralston Creek at Croke Canal.

The Arvada team recommends that the City Council approve R23-090, A Resolution Authorizing the Third Amendment to the Intergovernmental Agreement By and Between the Urban Drainage and Flood Control District D/B/A Mile High Flood District and the City of Arvada for Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for Ralston Creek at Croke Canal.

Financial Impact

Financial Impact: \$200,000.00

This is a one-time 2023 request for Project Design, Right-of-Way Acquisition and Construction

Funding Source: *UT Storm System Maintenance and Flood Hazard Mitigation Fund*

Type: *CIP*

Fund: *Stormwater Fund, Project No. 99072*

Future associated costs requiring Council action. *Unknown at this time*

Background

MHFD has requested Arvada to participate in a jointly funded capital improvement project to address flooding issues along Ralston Creek at the crossing with the Croke Canal irrigation facility.

In 2013, flood flows broke out from Ralston Creek and overtopped the Croke Canal at this location which exceeded the canal's capacity causing breaches at several locations. Irrigation canals are not designed to convey flood events, and therefore it is critical to keep these flows separate. The proposed improvements will help protect downstream properties from being flooded due to the Croke Canal overtopping and/or breaks in the canal embankment.

This IGA outlines the funding participation of each agency for the estimated \$2,650,000 total cost to design and construct the improvements, of which \$2,250,000 has been contributed in total by both parties to date. The additional \$400,000 needed to complete the project will be contributed equally by MHFD and Arvada at \$200,000 each.

Discussion

SUBJECT:

R23-090, A Resolution Authorizing the Third Amendment to the Intergovernmental Agreement By and Between the Urban Drainage and Flood Control District D/B/A Mile High Flood District and the City of Arvada for Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for Ralston Creek at Croke Canal (Presenter: Melanie Walter, Engineering Manager)

PAGE: 2**ITEM:**
8.B.1.

The main purpose of this project is to increase the flood carrying capacity of Ralston Creek upstream of the Croke Canal crossing to prevent overtopping into the canal at that location. Currently, this reach of Ralston Creek has the capacity to contain the 10-year flood event, except at the trail crossing just downstream of the Croke crossing which has a capacity to convey only the 2-year storm event.

This project will increase the capacity to carry the 25-year event through this reach as well as replace the pedestrian bridge at the trail crossing with a larger structure capable of conveying more flow without overtopping or constricting the flood flows. This will protect downstream Arvada properties from being flooded due to canal breaches.

Removal of dead and overgrown trees has already occurred and will be replaced with new desirable tree species strategically planted to provide better wildlife habitat without impacting natural stream flows. The improved trail layout is designed to provide better visibility with wider turns to increase the safety for trail users.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

This action supports the principle for providing the community with a safe and reliable drainage system and aligns with the Infrastructure Priority Area of the City Council Strategic Plan. Being proactive to install flood protection measures in our major drainageways is an expectation and responsibility to our stormwater fee payers.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada Staff recommends that the City Council approve R23-090, A Resolution Authorizing the Third Amendment to the Intergovernmental Agreement By and Between the Urban Drainage and Flood Control District D/B/A Mile High Flood District and the City of Arvada for Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for Ralston Creek at Croke Canal.

Suggested Motion:

I move that R23-090, A Resolution Authorizing the Third Amendment to the Intergovernmental Agreement By and Between the Urban Drainage and Flood Control District D/B/A Mile High Flood District and the City of Arvada for Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for Ralston Creek at Croke Canal, be (approved) (rejected).

Prepared by:
Melanie Walter, Engineering Manager

SUBJECT: R23-090, A Resolution Authorizing the Third Amendment to the Intergovernmental Agreement By and Between the Urban Drainage and Flood Control District D/B/A Mile High Flood District and the City of Arvada for Final Design, Right-of-Way Acquisition, and Construction of Drainage and Flood Control Improvements for Ralston Creek at Croke Canal (Presenter: Melanie Walter, Engineering Manager)	PAGE: 3 ITEM: 8.B.1.
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Reviewed by:

Approved by:

Jenny Wolfschlag, City Engineer	9/11/2023
Jacqueline Rhoades, Public Works Director	9/25/2023
Bryan Archer, Director of Finance	9/27/2023
Tammy Hedlund, Legal Specialist	9/27/2023
Jessica Morales, Assistant City Attorney	9/27/2023
Don Wick, Deputy City Manager	9/28/2023
Rachel Morris, City Attorney	9/29/2023
Lorie Gillis, City Manager	10/3/2023

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R23-090

A RESOLUTION AUTHORIZING THE THIRD AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT AND THE CITY OF ARVADA FOR FINAL DESIGN, RIGHT-OF-WAY ACQUISITION, AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR RALSTON CREEK AT CROKE CANAL

WHEREAS, the City of Arvada and the Mile High Flood District (the “District”) may enter into intergovernmental agreements pursuant to C.R.S. §§ 29-1-201 et. seq.; and

WHEREAS, the City of Arvada and the District previously entered into an Intergovernmental Agreement for final design, right-of-way acquisition and construction of drainage and flood control improvements for Ralston Creek at Croke Canal (“Agreement No. 20-06.07”), dated August 24, 2020; and

WHEREAS, the City of Arvada and the District entered into the First Amendment to Agreement No. 20-06.07 on May 18, 2021 to increase funding for the design and construction of drainageway and flood control improvements for Ralston Creek at Croke Canal (the “Project”); and

WHEREAS, the City of Arvada and the District entered into the Second Amendment to Agreement No. 20-06.07 on October 5, 2022 to increase funding for the Project; and

WHEREAS, the City of Arvada and the District now wish to enter into a Third Amendment to Agreement No. 20-06.07 in order to increase funding for the Project by an additional \$400,000.00, of which the City will contribute \$200,000.00 and the District will contribute \$200,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, an Intergovernmental Agreement, which is in substantially the same form as that attached hereto.

Section 2. This resolution shall be effective upon its approval by the City Council.

APPROVED AND ADOPTED this 16th day of October, 2023.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:
Rachel A. Morris, City Attorney

By: _____

THIRD AMENDMENT TO
AGREEMENT REGARDING
FINAL DESIGN, RIGHT-OF-WAY ACQUISITION, AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
RALSTON CREEK AT CROKE CANAL

Agreement No. 20-06.07C
Project No. 107834

THIS THIRD AMENDMENT TO AGREEMENT (hereinafter called "THIRD AMENDMENT"), by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT (hereinafter called "DISTRICT") and CITY OF ARVADA (hereinafter called "CITY") and collectively known as "PARTIES";

WITNESSETH:

WHEREAS, PARTIES have entered into "Agreement Regarding Final Design, Right-of-Way Acquisition and Construction of Drainage and Flood Control Improvements for Ralston Creek at Croke Canal" (Agreement No. 20-06.07) dated August 24, 2020, (hereinafter called "AGREEMENT"); a FIRST AMENDMENT to the AGREEMENT dated May 18, 2021; and a SECOND AMENDMENT to the AGREEMENT dated October 5, 2022; and

WHEREAS, PARTIES now desire to construct drainageway and flood control improvements for Ralston Creek at Croke Canal (hereinafter called "PROJECT"); and

WHEREAS, PARTIES desire to increase the level of funding by \$400,000; and

WHEREAS, DISTRICT's Board of Directors has authorized additional DISTRICT financial participation for PROJECT (Resolution No. 81, Series of 2023); and

WHEREAS, the City Council of CITY and the Board of Directors of DISTRICT have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

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

1. Paragraph 4. PROJECT COSTS AND ALLOCATION OF COSTS is deleted and replaced as follows:

4. 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 the following:

1. Final design services;
2. Delineation, description and acquisition of required rights-of-way/easements;
3. Construction of improvements;
4. Contingencies mutually agreeable to PARTIES.

- B. It is understood that PROJECT costs as defined above are not to exceed \$2,650,000 without amendment to this AGREEMENT.

PROJECT costs for the various elements of the effort are estimated as follows:

<u>ITEM</u>	<u>AS</u>		<u>PREVIOUSLY</u>	
	<u>AMENDED</u>		<u>AMENDED</u>	
1. Final Design	\$	250,000	\$	250,000
2. Right-of-way	\$	100,000	\$	100,000
3. Construction	\$	2,150,000	\$	1,750,000
4. Contingency	\$	150,000	\$	150,000
Grand Total	\$	2,650,000	\$	2,250,000

This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this AGREEMENT provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest.

- C. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

	<u>Percentage Share</u>	<u>Previously Contributed</u>	<u>Additional Contribution</u>	<u>Maximum Contribution</u>
DISTRICT	50%	\$1,125,000	\$200,000	\$1,325,000
CITY	50%	\$1,125,000	\$200,000	\$1,325,000
TOTAL	100%	\$2,250,000	\$400,000	\$2,650,000

2. Paragraph 5. MANAGEMENT OF FINANCES is deleted and replaced as follows:

5. 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 local body's one-half 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 (CITY - \$1,325,000; DISTRICT - \$1,325,000) 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 a periodic accounting of PROJECT funds as well as a periodic notification to CITY of any unpaid obligations. 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 13).

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 CITY

request, CITY share of remaining monies shall be transferred to another special fund held by DISTRICT.

3. All other terms and conditions of this AGREEMENT shall remain in full force and effect.

WHEREFORE, PARTIES hereto have caused this THIRD AMENDMENT to be executed by properly authorized signatories as of the date and year written below.

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

By_____

Name Laura A. Kroeger

Title Executive Director

Date_____

Checked By

CITY OF ARVADA

By_____

Name Marc Williams

Title Mayor

Attest: By_____
City Clerk

(SEAL)

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.B.2.

TO: THE HONORABLE CITY COUNCIL

DATE: October 16, 2023

SUBJECT: R23-091, A Resolution Authorizing an Intergovernmental Agreement By and Between the Urban Drainage and Flood Control District d/b/a Mile High Flood District and the City of Arvada, Regarding Design and Construction of Drainage and Flood Control Improvements for Van Bibber Creek from Oak Street to Kipling Parkway (Presenter: Melanie Walter, Engineering Manager)

Report in Brief

PRESENTER: Melanie Walter, Engineering Manager

Council action is requested on the attached Resolution authorizing the Intergovernmental Agreement (IGA) between the Urban Drainage and Flood Control District d/b/a Mile High Flood District (MHFD), and the City of Arvada regarding funding of the Design and Construction of Drainage and Flood Control Improvements for Van Bibber Creek from Oak Street to Kipling Parkway.

The Arvada team recommends that the City Council approve R23-091, A Resolution Authorizing an Intergovernmental Agreement By and Between the Urban Drainage and Flood Control District d/b/a Mile High Flood District and the City of Arvada, Regarding Design and Construction of Drainage and Flood Control Improvements for Van Bibber Creek from Oak Street to Kipling Parkway.

Financial Impact

Financial Impact: \$425,000

Funding Source: *UT Storm System Maintenance and Flood Hazard Mitigation Fund*

Type: *CIP*

Fund: *Stormwater Fund, Project No. 99086*

Future associated costs requiring Council action. *Unknown at this time.*

Background

In 2006, the US Army Corp of Engineers (USACE) sponsored a flood protection project for a segment of Van Bibber Creek between Oak Street and Kipling Parkway. Prior to the 2006 project, flood flows were carried north through a culvert under West 58th Avenue, just downstream of Oak Street. This culvert then emptied into a channel that ran along the north side of 58th before crossing back to the south through another culvert just upstream of Kipling Parkway. The purpose of the 2006 project was to abandon this northern flow path and convey flood flows entirely on the south side of West 58th Avenue.

The Letter of Map Revision (LOMR) that was prepared for the USACE project contained errors that were not discovered until MHFD began updating the Flood Hazard Area Delineation (FHAD) along Van Bibber Creek. The result of the errors showed the 100-year storm event would overtop West 58th Avenue and inundate insurable structures based on the infrastructure currently installed.

Discussion

In an effort to reduce the flood risk, an alternatives analysis conducted in 2022 in partnership with MHFD recommended an additional culvert be installed under Kipling Parkway, and the channel that was closed off north of West 58th Avenue be

SUBJECT:

R23-091, A Resolution Authorizing an Intergovernmental Agreement By and Between the Urban Drainage and Flood Control District d/b/a Mile High Flood District and the City of Arvada, Regarding Design and Construction of Drainage and Flood Control Improvements for Van Bibber Creek from Oak Street to Kipling Parkway (Presenter: Melanie Walter, Engineering Manager)

PAGE: 2**ITEM:**

8.B.2.

reopened to provide an overflow path. This would eliminate any overtopping of West 58th Avenue in the 100-year storm event and safely contain flood waters within the drainage corridor.

MHFD has requested City participation in a jointly funded capital improvement project to address the potential flood risk to West 58th Avenue as well as protect private property. This IGA will provide the first installment of a multi-year contribution to the design and construction of these improvements.

Public Contact

Posting of City Council Agenda

Commission Recommendation

N/A

Strategic Alignment

This action supports the principle for providing the community with a safe and well-maintained stormwater drainage system and aligns with the Infrastructure Priority Area of the City Council Strategic Plan. Being proactive to maintain flood protection measures in our major drainageways is an expectation and responsibility to our stormwater fee payers.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R23-091, A Resolution Authorizing an Intergovernmental Agreement By and Between the Urban Drainage and Flood Control District d/b/a Mile High Flood District and the City of Arvada, Regarding Design and Construction of Drainage and Flood Control Improvements for Van Bibber Creek from Oak Street to Kipling Parkway.

Suggested Motion:

I move that R23-091, A Resolution Authorizing an Intergovernmental Agreement By and Between the Urban Drainage and Flood Control District d/b/a Mile High Flood District and the City of Arvada, Regarding Design and Construction of Drainage and Flood Control Improvements for Van Bibber Creek from Oak Street to Kipling Parkway, be (approved) (rejected).

Prepared by:

Melanie Walter, Engineering Manager

Reviewed by:

Approved by:

Jenny Wolfschlag, City Engineer

9/15/2023

SUBJECT: R23-091, A Resolution Authorizing an Intergovernmental Agreement By and Between the Urban Drainage and Flood Control District d/b/a Mile High Flood District and the City of Arvada, Regarding Design and Construction of Drainage and Flood Control Improvements for Van Bibber Creek from Oak Street to Kipling Parkway (Presenter: Melanie Walter, Engineering Manager)	PAGE: 3 ITEM: 8.B.2.
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Jacqueline Rhoades, Public Works Director	9/25/2023
Bryan Archer, Director of Finance	9/27/2023
Tammy Hedlund, Legal Specialist	9/27/2023
Jessica Morales, Assistant City Attorney	9/27/2023
Rachel Morris, City Attorney	9/29/2023
Don Wick, Deputy City Manager	10/1/2023
Lorie Gillis, City Manager	10/3/2023

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R23-091

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT AND THE CITY OF ARVADA, REGARDING DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR VAN BIBBER CREEK FROM OAK STREET TO KIPLING PARKWAY

WHEREAS, the City of Arvada and the Urban Drainage and Flood Control District, d/b/a Mile High Flood District (the “District”) may enter into intergovernmental agreements pursuant to C.R.S. §§ 29-1-201 et. seq.; and

WHEREAS, the City of Arvada and the District participated in a joint planning study titled “Major Drainageway Planning - Lower Ralston/Van Bibber and Leyden Creeks, Phase B Report” by Wright Water Engineers, Inc., dated February 1986, and “Van Bibber Creek Kipling Parkway to Oak Street Alternatives Analysis” by Olsson, dated March 2022; and

WHEREAS, the City of Arvada and the District desire to proceed with design and construction of drainage and flood control improvements for Van Bibber Creek from Oak Street to Kipling Parkway (the “Project”); and

WHEREAS, the City of Arvada and the District will each contribute to the funding of the Project; and

WHEREAS, Project costs are estimated at \$850,000.00; and

WHEREAS, the City of Arvada and the District will each contribute \$425,000.00 to the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, an Intergovernmental Agreement, which is in substantially the same form as that attached hereto.

Section 2. This resolution shall be effective upon its approval by the City Council.

APPROVED AND ADOPTED this 16th day of October, 2023.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:
Rachel A. Morris, City Attorney

By: _____

AGREEMENT REGARDING
DESIGN AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
VAN BIBBER CREEK FROM OAK STREET TO KIPLING PARKWAY

Agreement No. 23-08.15
Project No. 109810

THIS AGREEMENT, by and between URBAN DRAINAGE AND FLOOD CONTROL DISTRICT D/B/A MILE HIGH FLOOD DISTRICT (hereinafter called “DISTRICT”) and CITY OF ARVADA (hereinafter called “CITY”) and collectively known as “PARTIES”;

WITNESSETH:

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

WHEREAS, PARTIES participated in a joint planning study titled “Major Drainageway Planning — Lower Ralston/Van Bibber and Leyden Creeks, Phase B Report” by Wright Water Engineers, Inc., dated February 1986, and “Van Bibber Creek Kipling Parkway to Oak Street Alternatives Analysis” by Olsson, dated March 2022 (hereinafter called “PLAN”); and

WHEREAS, PARTIES now desire to proceed with design and construction of drainage and flood control improvements for Van Bibber Creek from Oak Street to Kipling Parkway (hereinafter called “PROJECT”); and

WHEREAS, DISTRICT has adopted at a public hearing a Five-Year Capital Improvement Program (Resolution No. 93, Series of 2022) for drainage and flood control facilities in which PROJECT was included in the 2023 calendar year; and

WHEREAS, DISTRICT has heretofore adopted a Special Revenue Fund Budget for calendar year 2023 subsequent to public hearing (Resolution No. 90, Series of 2022) which includes funds for PROJECT; and

WHEREAS, DISTRICT's Board of Directors has authorized DISTRICT financial participation for PROJECT (Resolution No. 71, Series of 2023); and

WHEREAS, the City Council of CITY and the Board of Directors of DISTRICT have authorized, by appropriation or resolution, all of PROJECT costs of the respective PARTIES.

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

1. SCOPE OF AGREEMENT

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

2. SCOPE OF PROJECT

- A. Final Design. PROJECT shall include the final design of improvements in accordance with the recommendations defined in PLAN. Specifically, the final design of facilities shall extend from approximately Oak Street to Kipling Parkway, as shown on Exhibit A.
- B. Construction. PROJECT shall include construction by DISTRICT of the drainage and flood control improvements as set forth in the final design including vegetation establishment.

3. 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.

4. 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 the following:
1. Final design services;
 2. Construction of improvements;
 3. Contingencies mutually agreeable to PARTIES.
- B. It is understood that PROJECT costs as defined above are not to exceed \$850,000 without amendment to this Agreement.

PROJECT costs for the various elements of the effort are estimated as follows:

<u>ITEM</u>	<u>AMOUNT</u>
1. Final Design	\$ 500,000
2. Construction*	\$ 300,000
3. Contingency	\$ 50,000
Grand Total	\$ 850,000

*It is anticipated that funds for construction shall be added to this Agreement at a future date.

This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this Agreement provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest, if applicable.

- C. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

	<u>Percentage</u>	<u>Maximum</u>
	<u>Share</u>	<u>Contribution</u>
DISTRICT	50%	\$425,000
CITY	50%	\$425,000
TOTAL	100%	\$850,000

5. 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 local body's one-half 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 (CITY: \$425,000; DISTRICT: \$425,000) 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 a periodic accounting of PROJECT funds as well as a periodic notification to CITY of any unpaid obligations. 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 13).

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 CITY request, CITY share of remaining monies shall be transferred to another special fund held by DISTRICT.

6. FINAL DESIGN

The contracting officers for PARTIES, as defined under Paragraph 13 of this Agreement, shall select an engineer mutually agreeable to both PARTIES. DISTRICT shall contract with selected engineer and shall supervise and coordinate the final design including right-of-way delineation subject to approval of the contracting officer for CITY. Payment for final design shall be made by DISTRICT as the work progresses from the PROJECT fund established as set forth above.

Final design services shall consist of, but not be limited to, the following:

- A. Preparation of a work plan schedule identifying the timing of major elements in the design;
- B. Preparation of detailed construction plans and specifications;
- C. Preparation of an estimate of probable construction costs of the work covered by the plans and specifications;
- D. Preparation of an appropriate construction schedule.

DISTRICT shall provide any written work product by the engineer to CITY.

7. OWNERSHIP OF PROPERTY AND LIMITATION OF USE

PARTIES acknowledge that CITY owns the property on which PROJECT is constructed either in fee or non-revocable easement and shall be responsible for same. It is specifically understood that the right-of-way is being used for drainage and flood control purposes. The properties upon which PROJECT is constructed shall not be used for any purpose that shall diminish or preclude its use for drainage and flood control purposes. CITY may not dispose of or change the use of the properties to diminish or preclude its use for drainage and flood control purposes without approval of DISTRICT, which shall not be unreasonably withheld.

If, in the future, CITY disposes of any portion of or all of the properties acquired upon which PROJECT is constructed pursuant to this Agreement; changes the use to diminish or preclude its use for drainage and flood control purposes of any portion or all of the properties upon which PROJECT is constructed pursuant to this Agreement; or modifies any of the improvements located on any portion of the properties upon which PROJECT is constructed to diminish or preclude its use for drainage and flood control purposes pursuant to this Agreement; and CITY has not obtained the written approval of DISTRICT prior to such action, CITY shall take any and all action necessary within their legal authority to reverse said unauthorized activity and return the properties and improvements thereon, acquired and constructed pursuant to this Agreement, to the ownership and condition they were in immediately prior to the unauthorized activity at no expense to DISTRICT. However, CITY shall not be responsible for the actions of third parties that would violate the provisions of this Paragraph who may have legal rights in the property as long as CITY has taken reasonable action to stop those actions. In the event CITY breaches the terms and provisions of this Paragraph 7 and does not voluntarily cure as set forth above, DISTRICT shall have the right to pursue a claim against CITY for specific performance of this portion of the Agreement.

8. MANAGEMENT OF CONSTRUCTION

- A. Costs. Construction costs shall consist of those costs as incurred by the most qualified contractor(s) including detour costs, licenses and permits, utility relocations, and construction related engineering services as defined in Paragraph 4 of this Agreement.
- B. Construction Management and Payment
 - 1. DISTRICT, with the concurrence of CITY, shall administer and coordinate the construction-related work as provided herein.
 - 2. DISTRICT, with concurrence of CITY, shall select and award construction contract(s).
 - 3. DISTRICT shall require the contractor to provide adequate liability insurance that includes CITY. The contractor shall be required to indemnify CITY. Copies of the insurance coverage shall be provided to CITY upon request.
 - 4. DISTRICT, with assistance of CITY, shall coordinate field surveying; staking; inspection; testing; acquisition of right-of-way; and engineering as required to construct PROJECT. DISTRICT, with assistance of CITY, shall assure that construction is performed in accordance with the construction contract documents including approved plans and specifications and shall accurately record the quantities and costs relative thereto. Copies of all inspection reports shall be furnished to CITY on a weekly basis upon request. DISTRICT shall retain an engineer to perform all or a part of these duties.
 - 5. DISTRICT, with concurrence of CITY, shall contract with and provide the services of the design engineer for basic engineering construction services to include addendum

preparation; survey control points; explanatory sketches; revisions of contract plans; shop drawing review; as-built plans; weekly inspection of work; and final inspection.

6. PARTIES shall have access to the site during construction at all times to observe the progress of work and conformance to construction contract documents including plans and specifications.
 7. DISTRICT shall review and approve contractor billings. DISTRICT shall remit payment to contractor based on billings.
 8. DISTRICT, with concurrence of CITY, shall prepare and issue all written change or work orders to the contract documents.
 9. PARTIES shall jointly conduct a final inspection and accept or reject the completed PROJECT in accordance with the contract documents.
 10. DISTRICT shall provide CITY a set of reproducible "as-built" plans.
- C. Construction Change Orders. In the event that it becomes necessary and advisable to change the scope or detail of the work to be performed under the contract(s), such changes shall be rejected or approved in writing by the contracting officers. No change orders shall be approved that increase the costs beyond the funds available in the PROJECT fund, including interest earned on those funds, unless and until the additional funds needed to pay for the added costs are committed by all PARTIES.

9. MAINTENANCE

PARTIES agree that CITY shall own and be responsible for maintenance of the completed and accepted PROJECT. PARTIES further agree that DISTRICT, at CITY's request, shall assist CITY with the maintenance of all facilities constructed or modified by virtue of this Agreement to the extent possible depending on availability of DISTRICT funds. Such maintenance assistance shall be limited to drainage and flood control features of PROJECT. Maintenance assistance may include activities such as keeping flow areas free and clear of debris and silt, keeping culverts free of debris and sediment, repairing drainage and flood control structures such as drop structures and energy dissipaters, and clean-up measures after periods of heavy runoff. The specific nature of the maintenance assistance shall be set forth in a memorandum of understanding from DISTRICT to CITY, upon acceptance of DISTRICT's annual Maintenance Work Program.

DISTRICT shall have right-of-access to right-of-way and storm drainage improvements at all times for observation of flood control facility conditions and for maintenance when funds are available.

10. FLOODPLAIN REGULATION

CITY agrees to regulate and control the floodplain of Van Bibber Creek within CITY in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum.

PARTIES understand and agree, however, that CITY cannot obligate itself by contract to exercise its police powers. If CITY fails to regulate the floodplain of Van Bibber Creek within CITY in the

manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum, DISTRICT may exercise its power to do so and CITY shall cooperate fully.

11. TERM OF AGREEMENT

The term of this Agreement shall commence upon execution and shall terminate three (3) years after the final payment is made to the construction contractor and the final accounting of funds on deposit at DISTRICT is provided to all PARTIES pursuant to Paragraph 5 herein, except for Paragraph 10. FLOODPLAIN REGULATION, Paragraph 7.C. Ownership of Property and Limitation of Use, and Paragraph 9. MAINTENANCE, which shall run in perpetuity.

12. LIABILITY

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

13. CONTRACTING OFFICERS

- A. The contracting officer for CITY shall be the Public Works Director, 8101 Ralston Road, Arvada CO 80002.
- B. The contracting officer for DISTRICT shall be the Executive Director, 12575 West Bayaud Avenue, Lakewood CO 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 CITY. Said representatives shall have the authority for all approvals, authorizations, notices or concurrences required under this Agreement. However, in regard to any amendments or addenda to this Agreement, said representative shall be responsible to promptly obtain the approval of the proper authority.

14. RESPONSIBILITIES OF PARTIES

DISTRICT shall be responsible for coordinating with CITY the information developed by the various consultants hired by DISTRICT and for obtaining all concurrences from CITY needed to complete PROJECT in a timely manner. CITY 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 CITY.

15. AMENDMENTS

This Agreement contains all of the terms agreed upon by and among PARTIES. Any amendments to this Agreement shall be in writing and executed by PARTIES hereto to be valid and binding.

16. 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.

17. 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.

18. ASSIGNABILITY

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

19. 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.

20. 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.

21. 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.

22. PUBLIC RELATIONS

It shall be at CITY'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. In any event DISTRICT shall have no responsibility for a public relations program, but shall assist CITY as needed and appropriate.

23. 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.

24. APPROPRIATIONS

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

25. 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 any one of PARTIES receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

26. 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.

27. 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 CITY, DISTRICT or any other entity not a party hereto.

28. EXECUTION IN COUNTERPARTS – ELECTRONIC SIGNATURES

This Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. PARTIES approve the use of electronic signatures for execution of this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement. Only the following two forms of electronic signatures shall be permitted to bind PARTIES to this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement.

- A. Electronic or facsimile delivery of a fully executed copy of a signature page; or
- B. The image of the signature of an authorized signer inserted onto PDF format documents.

Documents requiring notarization may also be notarized by electronic signature, as provided above.

All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24-71.3-101 to -121.

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

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

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

By_____

Name Laura A. Kroeger

Title Executive Director

Date_____

Checked By

CITY OF ARVADA

By_____

Name_____

Title_____

Date_____

Attest: By_____

City Clerk

(SEAL)

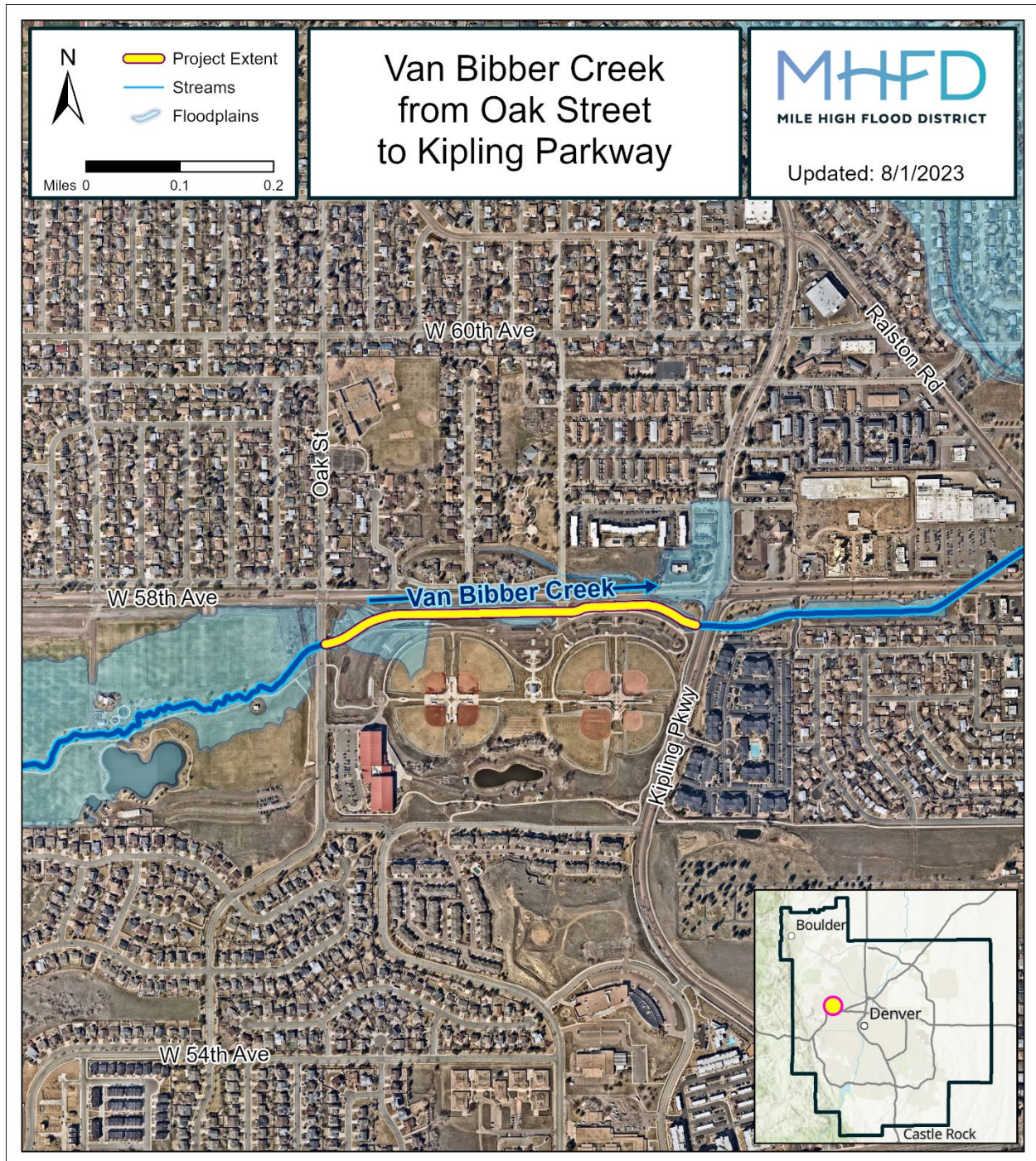
APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

AGREEMENT REGARDING
DESIGN AND CONSTRUCTION
OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR
VAN BIBBER CREEK FROM OAK STREET TO KIPLING PARKWAY

Agreement No. 23-08.15

Exhibit A





REPORT TO CITY COUNCIL PUBLIC HEARING

AGENDA ITEM
10.A.

TO: THE HONORABLE CITY COUNCIL

DATE: October 16, 2023

SUBJECT: CB23-025, An Ordinance Amending Various Sections of Chapter 102, Utilities, of the Arvada City Code Pertaining to Water Users Rates and Bimonthly Service Charges (Ordinance No. 4858) (Presenter: Sharon Israel, Director of Utilities)

Report in Brief

PRESENTER: Sharon Israel, Director of Utilities

At the September 18, 2023 City Council meeting, the City team presented a workshop on the Utilities Financial Strategy and recommendations for updated water, sewer, and stormwater rates and bimonthly service fees for 2024.

The ordinance before the City Council will adjust Water Rates and Bimonthly Service Fees for 2024. The Utilities Department is proposing to increase in-city single-family water rates by 12% and bimonthly service fees by \$4 for 2024. This will increase the typical in-city single-family water bill by \$81 per year (\$6.75/month).

The City's Infrastructure Work System continues to prepare for investments in operations and infrastructure as part of our ongoing commitment to continue to provide reliable water, sewer, and stormwater drainage services to our community. This work supports the 2020-2025 City Council Strategic Plan that calls for updated master plans for water, sewer and stormwater, as well as an implementation plan and budget recommendations. The City team's recommendation for the 2024 adjustments to the water rate and fee schedule also aligns with the principle that the City maintains utility rates at the lowest practical levels.

The Arvada team recommends that the City Council approve CB23-025, An Ordinance Amending Various Sections of Chapter 102, Utilities, of the Arvada City Code Pertaining to Water Users Rates and Bimonthly Service Charges.

Financial Impact

The proposed in-city single-family 12% rate increase and \$4 bimonthly service fee increase, and indexed rate and fee increases, will generate approximately \$4,780,000 annually in new revenue for the Water Fund.

Background

In support of the City Council Strategic Plan and Infrastructure Work System, the City team has been developing a financial strategy to support reinvestment in aging water infrastructure and expansion of capacity to support planned development.

In the July 25, 2022 workshop on Utilities Financial Strategies, the City recommended adjustments to future water and sewer rates, bimonthly service fees, and System Development Charges (also referred to as tap fees) in order to support sustainable operations and level of service goals. Additional revenue from these adjustments enables major reinvestments and capacity building projects to proceed in accordance with a schedule laid out in the master planning work directed in the City Council Strategic Plan.

At the September 18, 2023 City Council meeting, the City team presented a workshop on the Utilities Financial Strategy and recommendations for updated water, sewer, and stormwater rates and bimonthly service fees for 2024.

SUBJECT:

CB23-025, An Ordinance Amending Various Sections of Chapter 102, Utilities, of the Arvada City Code Pertaining to Water Users Rates and Bimonthly Service Charges (Ordinance No. 4858) (Presenter: Sharon Israel, Director of Utilities)

PAGE: 2**ITEM:**
10.A.

The 2024 budget for the Water Utility includes an increase of \$4,780,000, including \$3,515,000 to support capital projects. Inflationary pressures have also significantly increased the cost of supplies and equipment needed to support operations. Other additions to the 2024 budget include 0.7% in Denver Water rates, increasing personnel costs, infrastructure reinvestment, and vendor services. It also includes the cost of reallocating 0.34 FTE of an existing Engineering Inspection Foreman to the Water Enterprise Fund.

The estimated increase in revenue from the recommended rate and fee increase is estimated to be \$4,780,000. This revenue will be allocated to costs as summarized in the table below.

2023 Water Revenue Forecast	\$30,643,000
2024 Additions to Budget	
Capital Outlay and Capital Projects	\$3,515,000
Supplies/Equipment/Leases (including Inflation)	\$1,000,000
City Support Services	\$79,000
Denver Water Contract (0.7% increase)	\$53,000
Personnel	\$96,000
New/Reallocated Positions (0.34 FTE)	\$37,000
TOTAL	\$4,780,000
2024 Water Revenue Forecast	\$35,423,000

Discussion

The City's Infrastructure Work System continues to prepare for investments in operations and infrastructure as part of our ongoing commitment to continue to provide reliable water, sewer, and stormwater drainage services to our community. This work supports the 2020-2025 City Council Strategic Plan that calls for updated master plans for water, sewer and stormwater, as well as an implementation plan and budget recommendations. The City team's recommendation for the 2024 adjustments to the water rate and fee schedule also aligns with the principle that the City maintains utility rates at the lowest practical levels.

On an annual basis, the City team makes a recommendation for adjusting volumetric rates and fixed bimonthly service fees. The average in-city water rate increase over the last five years was 5.7%. There continue to be pressures that are driving a significant rate and fee increase for 2024. The primary cost driver for 2024 is the need for capital reinvestment projects that

SUBJECT: CB23-025, An Ordinance Amending Various Sections of Chapter 102, Utilities, of the Arvada City Code Pertaining to Water Users Rates and Bimonthly Service Charges (Ordinance No. 4858) (Presenter: Sharon Israel, Director of Utilities)	PAGE: 3 ITEM: 10.A.
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will replace or repair aging water treatment and distribution system infrastructure. These projects were identified as priorities in master planning conducted in recent years.

We are also experiencing exceptionally high inflation across the board, resulting in increased costs for equipment, personnel, and supplies. In addition, Denver Water has announced a 0.7% rate increase for raw water customers in 2024. This year, Denver Water established a separate rate category specifically for Arvada. This new rate calculation acknowledges Arvada's significant contributions to the cost of expanding Gross Reservoir. It is likely future years will see higher rate increases from Denver Water due to the extensive capital and operating costs required for them to operate their raw water system. Arvada is a beneficiary of their efforts to ensure reliability of water supply on a regional basis.

The City team is recommending an in-city single-family rate increase of 12% and bimonthly service charge increase of \$4. If approved, this rate and fee change will result in an additional \$81 per year (\$6.75 per month) for a typical in-city single family owner.

In accordance with past practice, the in-city rate and fee increases are used as an index to calculate all other customer categories. The complete updated rate schedule is in the proposed ordinance.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

Strategic Alignment

The recommendation to adjust Water Rates and Bimonthly Service Fees aligns with the following Strategic Result within the Infrastructure Priority Area of the City Council Strategic Plan:

Update the water, sewer, and stormwater master plans.

In addition, adjusting the Water Rates and Bimonthly Service Fees aligns with the following Principle stated within the Infrastructure Priority Area:

Provides the community with a safe, reliable, high-quality water supply, drainage system, and wastewater disposal services for full city build-out, as defined by the Comprehensive Plan. This includes maintaining utility rates at the lowest practical levels with accurate billing that supports replacement of aging infrastructure in order to maintain robust utility systems.

Alternative Courses of Action

Recommendation for Action

The Arvada team recommends that the City Council approve CB23-025, An Ordinance Amending Various Sections of Chapter 102, Utilities, of the Arvada City Code Pertaining to Water Users Rates and Bimonthly Service Charges.

Suggested Motion:

I move that CB23-025, An Ordinance Amending Various Sections of Chapter 102, Utilities, of the Arvada City Code Pertaining to Water Users Rates and Bimonthly Service Charges, be (approved on final reading, numbered 4858 and ordered published by title only) (rejected).

SUBJECT: CB23-025, An Ordinance Amending Various Sections of Chapter 102, Utilities, of the Arvada City Code Pertaining to Water Users Rates and Bimonthly Service Charges (Ordinance No. 4858) (Presenter: Sharon Israel, Director of Utilities)	PAGE: 4 ITEM: 10.A.
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Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Sharon Israel, Director of Utilities	9/25/2023
Bryan Archer, Director of Finance	9/27/2023
Jessica Morales, Assistant City Attorney	9/28/2023
Tammy Hedlund, Legal Specialist	9/28/2023
Don Wick, Deputy City Manager	9/28/2023
Rachel Morris, City Attorney	9/29/2023
Lorie Gillis, City Manager	10/3/2023

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 23-025
ORDINANCE NO. 4858

AN ORDINANCE AMENDING VARIOUS SECTIONS OF CHAPTER 102, UTILITIES, OF
THE ARVADA CITY CODE PERTAINING TO WATER USERS RATES AND BIMONTHLY
SERVICE CHARGES

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

Section 1. Section 102-170, Residential user charges – Within city, of the Arvada City Code, is hereby amended and shall read as follows:

“Sec. 102-170. Residential user charges—Within city.

Bimonthly user charges for residential class of service within the city shall be based upon the following service charges and usage rates; provided, however, there will be a bimonthly service charge regardless of usage as set forth in this section:

(1) Single-family or other individually connected units:

- a. The bimonthly service charge is..... \$17.83
- b. Plus, a bimonthly usage charge as follows:
 - 1. 0—30,000 gallons, per 1,000.....\$5.63
 - 2. from 30,001 to 60,000 gallons, per 1,000.....\$7.04
 - 3. from 60,001 to 90,000 gallons, per 1,000.....\$8.47
 - 4. All above 90,000 gallons, per 1,000.....\$11.28

(2) Duplex, multifamily, townhouse, or other units that are interconnected:

- a. The total bimonthly service charge regardless of usage is as follows:

<i>Number of Units</i>	<i>Service Charge</i>
2—6	\$27.99
7—18	\$48.93
19—60	\$66.41
61—144	\$150.30
Over 144	\$255.16

- b. Plus, a bimonthly usage charge as follows:

- 1. 0—30,000 gallons for the first unit plus

13,000 gallons for each additional unit at the rate of \$5.63 per 1,000 gallons.

2. 30,001—60,000 gallons for the first unit plus 26,000 gallons for each additional unit at the rate of \$7.04 per 1,000 gallons.
3. 60,001—90,000 gallons for the first unit plus 39,000 gallons for each additional unit at the rate of \$8.47 per 1,000 gallons.
4. All remaining usage at the rate of \$11.28 per 1,000 gallons

Section 2. Section 102-171, Residential user charges—Outside city, of the Arvada City Code, is hereby amended and shall read as follows:

“Sec. 102-171. Residential user charges—Outside city.

Bimonthly user charges for residential service outside the city shall be based upon the following service charges and user rates; provided, however, there will be a bimonthly service charge regardless of usage as set forth in this section:

(1) Single-family or other individually connected units:

- a. The bimonthly service charge is.....\$35.66
- b. Plus, a bimonthly usage charge as follows:
 1. 0—30,000 gallons per 1,000.....\$11.27
 2. from 30,001 to 60,000 gallons, per 1,000.....\$14.09
 3. from 60,001 to 90,000 gallons, per 1,000.....\$16.93
 4. All over 90,000 gallons, per 1,000.....\$22.56

(2) Duplex, multifamily, townhouse, or other units that are interconnected:

- a. The total bimonthly service charge regardless of usage is as follows:

<i>Number of Units</i>	<i>Service Charge</i>
2—6	\$55.97
7—18	\$97.87
19—60	\$132.83
61—144	\$300.59
Over 144	\$510.33

- b. Plus, a bimonthly usage charge as follows:
 1. 0—30,000 gallons for the first unit plus 13,000 gallons for each additional unit at the rate of \$11.27 per 1,000 gallons.
 2. 30,001—60,000 gallons for the first unit plus 26,000 gallons for each

- additional unit at the rate of \$14.09 per 1,000 gallons.
3. 60,001—90,000 gallons for the first unit plus 39,000 gallons for each additional unit at the rate of \$16.93 per 1,000 gallons.
 4. All remaining usage at the rate of \$22.56 per 1,000 gallons.”

Section 3. Section 102-172. Nonresidential user charges--Within city, of the Arvada City Code, is hereby amended and shall read as follows:

“Sec. 102-172. Nonresidential user charges—Within city.

Bimonthly user charges for nonresidential class of service within the city is based upon the following service charges and user rates; provided, however, there will be a bimonthly service charge regardless of usage as set forth in this section:

<i>Meter Size</i>	<i>Service Charge</i>
5/8" × 3/4"	\$17.83
3/4"	\$21.26
1"	\$27.99
1 1/2"	\$48.94
2"	\$66.42
3"	\$150.31
4"	\$255.19

<i>Meter Size</i>	<i>Quantity (in 1,000 gallons) at a rate of \$5.63 per 1,000 gallons</i>	<i>Quantity (in 1,000 gallons) at a rate of \$7.04 per 1,000 gallons</i>	<i>Quantity (in 1,000 gallons) at a rate of \$8.47 per 1,000 gallons</i>	<i>Quantity (in 1,000 gallons) at a rate of \$11.28 per 1,000 gallons</i>
5/8" × 3/4"	0 to 170	170 to 340	340 to 510	All over 510
3/4"	0 to 170	170 to 340	340 to 510	All over 510
1"	0 to 280	280 to 560	560 to 840	All over 840
1 1/2"	0 to 600	600 to 1,200	1,200 to 1,800	All over 1,800
2"	0 to 900	900 to 1,800	1,800 to 2,700	All over 2,700
3"	0 to 2,000	2,000 to 4,000	4,000 to 6,000	All over 6,000
4"	0 to 3,400	3,400 to 6,800	6,800 to 10,200	All over 10,200

”

Section 4. Section 102-173. Nonresidential user charges—outside city, of the Arvada City Code, is hereby amended and shall read as follows:

“Sec. 102-173. Nonresidential user charges—outside city.

Bimonthly user charges for nonresidential class of service outside the city is based upon the following service charges and user rates; provided, however, there will be a bimonthly service charge regardless of usage as set forth in this section:

<i>Meter Size</i>	<i>Service Charge</i>
$\frac{5}{8}" \times \frac{3}{4}"$	\$35.66
$\frac{3}{4}"$	\$42.52
1"	\$55.98
1 $\frac{1}{2}"$	\$97.88
2"	\$132.84
3"	\$300.62
4"	\$510.38

<i>Meter Size</i>	<i>Quantity (in 1,000 gallons) at a rate of \$11.27 per 1,000 gallons</i>	<i>Quantity (in 1,000 gallons) at a rate of \$14.09 per 1,000 gallons</i>	<i>Quantity (in 1,000 gallons) at a rate of \$16.93 per 1,000 gallons</i>	<i>Quantity (in 1,000 gallons) at a rate of \$22.56 per 1,000 gallons</i>
$\frac{5}{8}" \times \frac{3}{4}"$	0 to 170	170 to 340	340 to 510	All over 510
$\frac{3}{4}"$	0 to 170	170 to 340	340 to 510	All over 510
1"	0 to 280	280 to 560	560 to 840	All over 840
1 $\frac{1}{2}"$	0 to 600	600 to 1,200	1,200 to 1,800	All over 1,800
2"	0 to 900	900 to 1,800	1,800 to 2,700	All over 2,700
3"	0 to 2,000	2,000 to 4,000	4,000 to 6,000	All over 6,000
4"	0 to 3,400	3,400 to 6,800	6,800 to 10,200	All over 10,200

”

Section 5. Section 102-174. Distributor and institution user rates, of the Arvada City Code, is hereby amended and shall read as follows:

“Sec. 102-174. Distributor and institution user rates.

The following water user rates are applicable to contractual service in or out of the city accountable through master meter or meters to user-owned and user-maintained distribution systems:

- (1) First 500,000 gallons per month, per 1,000 gallons.....\$5.77
- (2) Excess of 500,000 gallons per month, per 1,000 gallons.....\$5.56”

Section 6. Section 102-175. Fill Station user rates, of the Arvada City Code, is hereby amended and shall read as follows:

“Sec. 102-175. Fill station user rates.

The water user rate applicable for fill station usage will be charged at \$8.47 per 1,000 gallons.”

Section 7. Section 102-176. Fire hydrant metered water user rates, of the Arvada City Code, is hereby amended and shall read as follows:

“Sec. 102-176. Fire hydrant metered water user rates.

- (a) The water user rate applicable to permitted users of fire hydrant meters for measuring water supplied from a city fire hydrant is \$8.47 per 1,000 gallons, plus a service charge as follows:

- | | |
|-----------------------|----------------------------------|
| (1) 1 to 90 days: | \$1.00 per day, minimum of 1 day |
| (2) 91 to 180 days: | \$2.00 per day |
| (3) 181 days or more: | \$3.00 per day |

A damage deposit of \$1,250.00 will be collected at the time of issuance of the fire hydrant permit. Upon return of the fire hydrant meter in condition acceptable to the city, the damage deposit will be returned.

- (b) Tampering with, or in any manner altering the operation of the meter such that the register usage is less than the actual usage will result in an additional fee of \$5.00 per day being charged retroactive to the date the hydrant meter permit was issued and ending on the date the meter is returned. The charges provided in this paragraph shall be in addition to the charges provided in paragraph (a) of this section.
- (c) If the city cannot furnish a fire hydrant meter, the customer may use the customer's own meter upon obtaining a permit under provisions of this section. The customer may be required to submit written proof that the meter has been calibrated and reads accurately.”

Section 8. Section 102-177. Municipal park rate, of the Arvada City Code, is hereby amended and shall read as follows:

“Sec. 102-177. Municipal park rate.

- (a) Monthly user rate for the municipal park class is based upon the rate of \$3.20 per 1,000 gallons.
- (b) This service is interruptible to the extent the city may limit the times of irrigation and the amount of water used. The city and the Apex Park and Recreation District-owned properties, which have occupied structures located thereon, are excluded from this class of water service.”

Section 9. Section 102-178. Unmetered standby fire protection service charge, of the Arvada City Code, is hereby amended and shall read as follows:

“Sec. 102-178. - Unmetered standby fire protection service charge.

Bimonthly charges for unmetered standby fire protection service is as follows:

	In City	Out of City
a. Fire hydrants, each	\$8.47	\$12.70
b. Automatic sprinkler system:		
5/8"—3/4" service line	\$8.47	\$12.70
1" service line	\$8.47	\$12.70
1 1/4" service line	\$16.95	\$25.40
1 1/2" service line	\$16.95	\$25.40
2" service line	\$25.38	\$38.07
3" service line	\$33.81	\$50.71
4" service line	\$50.78	\$76.17
6" service line	\$67.69	\$101.54
8" service line	\$80.09	\$120.15

”

Section 10. Section 102-179. Lost water rate, of the Arvada City Code, is hereby amended and shall read as follows:

“Sec. 102-179. Lost water rate.

Unmetered water lost or used due to activities such as, but not limited to, excavation, demolition, landscaping, or intentional acts of vandalism or theft will be billed to the responsible party at the rate of \$8.47 per 1,000 gallons. The estimated volume of unmetered lost water will be based on main size, break size, water pressure, flow time, or other available data.”

Section 11. Section 102-180. Special service fees and user rates, of the Arvada City Code, is hereby amended and shall read as follows:

“ Sec. 102-180. Special Service fees and user rates.

Prior to use of the fire hydrant as a source of water for special short-term community activities, the applicant will obtain a hydrant permit and water meter from the utilities department at least 24 hours prior to the time of use. Charges for the service and the water used will be based only on the water user rate of \$5.63 per 1,000 gallons.”

Section 12. Severability. Should any provision of this ordinance be declared by a court to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared unconstitutional or invalid. The City Council declares it would have adopted this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 13. This ordinance shall take effect on January 1, 2024.

INTRODUCED, READ, AND ORDERED PUBLISHED this 2nd day of October, 2023.

PASSED, ADOPTED AND APPROVED this 16TH day of October, 2023.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:
Rachel A. Morris, City Attorney:

BY: _____

Publication Dates: October 5, 2023
 October 19, 2023

~~REDLINE/STRIKETHROUGH VERSION~~

FOR INFORMATION ONLY -- NOT PART OF THE ORDINANCE

Underlined indicates new material
~~Strikethrough~~ indicates deleted material

Sec. 102-170. Residential user charges—Within city.

Bimonthly user charges for residential class of service within the city shall be based upon the following service charges and usage rates; provided, however, there will be a bimonthly service charge regardless of usage as set forth in this section:

(1) Single-family or other individually connected units:

- c. The bimonthly service charge is..... \$17.83 ~~\$13.83~~
- d. Plus, a bimonthly usage charge as follows:
 - 5. 0—30,000 gallons, per 1,000.....\$5.63
~~\$5.03~~
 - 6. from 30,001 to 60,000 gallons, per 1,000.....\$7.04
~~\$6.29~~
 - 7. from 60,001 to 90,000 gallons, per 1,000.....\$8.47
~~\$7.56~~
 - 4. All above 90,000 gallons, per 1,000.....\$11.28 ~~\$10.07~~

(2) Duplex, multifamily, townhouse, or other units that are interconnected:

- a. The total bimonthly service charge regardless of usage is as follows:

<i>Number of Units</i>	<i>Service Charge</i>
2—6	<u>\$27.99</u> \$21.71
7—18	<u>\$48.93</u> \$37.96
19—60	<u>\$66.41</u> \$51.52
61—144	<u>\$150.30</u> \$116.59
Over 144	<u>\$255.16</u> \$197.94

- b. Plus, a bimonthly usage charge as follows:

- 1. 0—30,000 gallons for the first unit plus

13,000 gallons for each additional unit at the rate of \$5.63 ~~\$5.03~~ per 1,000 gallons.

- 2. 30,001—60,000 gallons for the first unit plus 26,000 gallons for each additional unit at the rate of \$7.04 ~~\$6.29~~ per 1,000 gallons.

3. 60,001—90,000 gallons for the first unit plus 39,000 gallons for each additional unit at the rate of ~~\$8.47~~ \$7.56 per 1,000 gallons.
8. All remaining usage at the rate of \$11.28 ~~\$10.07~~ per 1,000 gallons.

Sec. 102-171. Residential user charges—Outside city.

Bimonthly user charges for residential service outside the city shall be based upon the following service charges and user rates; provided, however, there will be a bimonthly service charge regardless of usage as set forth in this section:

(1) Single-family or other individually connected units:

- a. The bimonthly service charge is.....\$35.66 ~~\$27.66~~
- b. Plus, a bimonthly usage charge as follows:
 1. 0—30,000 gallons per 1,000.....\$11.27 ~~\$10.06~~
 2. from 30,001 to 60,000 gallons, per 1,000.....\$14.09 ~~\$12.58~~
 3. from 60,001 to 90,000 gallons, per 1,000.....\$16.93 ~~\$15.12~~
 4. All over 90,000 gallons, per 1,000.....\$22.56 ~~\$20.15~~

(2) Duplex, multifamily, townhouse, or other units that are interconnected:

- a. The total bimonthly service charge regardless of usage is as follows:

<i>Number of Units</i>	<i>Service Charge</i>
2—6	<u>\$55.97</u> \$43.41
7—18	<u>\$97.87</u> \$75.91
19—60	<u>\$132.83</u> \$103.05
61—144	<u>\$300.59</u> \$233.19
Over 144	<u>\$510.33</u> \$395.87

- b. Plus, a bimonthly usage charge as follows:
 1. 0—30,000 gallons for the first unit plus 13,000 gallons for each additional unit at the rate of \$11.27 ~~\$10.06~~ per 1,000 gallons.
 2. 30,001—60,000 gallons for the first unit plus 26,000 gallons for each additional unit at the rate of \$14.09 ~~\$12.58~~ per 1,000 gallons.
 3. 60,001—90,000 gallons for the first unit plus 39,000 gallons for each additional unit at the rate of \$16.93 ~~\$15.12~~ per 1,000 gallons.
 4. All remaining usage at the rate of \$22.56 ~~\$20.15~~ per 1,000 gallons.

Sec. 102-172. Nonresidential user charges—Within city.

Bimonthly user charges for nonresidential class of service within the city is based upon the following service charges and user rates; provided, however, there will be a bimonthly service charge regardless of usage as set forth in this section:

<i>Meter Size</i>	<i>Service Charge</i>
$\frac{5}{8}$ " $\times$ $\frac{3}{4}$ "	\$17.83 \$13.83
$\frac{3}{4}$ "	\$21.26 \$16.49
1"	\$27.99 \$21.71
1 $\frac{1}{2}$ "	\$48.94 \$37.96
2"	\$66.42 \$51.52
3"	\$150.31 \$116.59
4"	\$255.19 \$197.94

<i>Meter Size</i>	<i>Quantity (in 1,000 gallons) at a rate of \$5.63 \$5.03 per 1,000 gallons</i>	<i>Quantity (in 1,000 gallons) at a rate of \$7.04 \$6.29 per 1,000 gallons</i>	<i>Quantity (in 1,000 gallons) at a rate of \$8.47 \$7.56 per 1,000 gallons</i>	<i>Quantity (in 1,000 gallons) at a rate of \$11.28 \$10.07 per 1,000 gallons</i>
$\frac{5}{8}$ " $\times$ $\frac{3}{4}$ "	0 to 170	170 to 340	340 to 510	All over 510
$\frac{3}{4}$ "	0 to 170	170 to 340	340 to 510	All over 510
1"	0 to 280	280 to 560	560 to 840	All over 840
1 $\frac{1}{2}$ "	0 to 600	600 to 1,200	1,200 to 1,800	All over 1,800
2"	0 to 900	900 to 1,800	1,800 to 2,700	All over 2,700
3"	0 to 2,000	2,000 to 4,000	4,000 to 6,000	All over 6,000
4"	0 to 3,400	3,400 to 6,800	6,800 to 10,200	All over 10,200

Sec. 102-173. Nonresidential user charges—outside city.

Bimonthly user charges for nonresidential class of service outside the city is based upon the following service charges and user rates; provided, however, there will be a bimonthly service charge regardless of usage as set forth in this section:

<i>Meter Size</i>	<i>Service Charge</i>
$\frac{5}{8}$ " $\times$ $\frac{3}{4}$ "	\$35.66 \$27.66
$\frac{3}{4}$ "	\$42.52 \$32.98
1"	\$55.98 \$43.42
1 $\frac{1}{2}$ "	\$97.88 \$75.92
2"	\$132.84 \$103.04
3"	\$300.62 \$233.18
4"	\$510.38 \$395.88

Meter Size	Quantity (in 1,000 gallons) at a rate of \$11.27 \$10.06 per 1,000 gallons	Quantity (in 1,000 gallons) at a rate of \$14.09 \$12.58 per 1,000 gallons	Quantity (in 1,000 gallons) at a rate of \$16.93 \$15.12 per 1,000 gallons	Quantity (in 1,000 gallons) at a rate of \$22.56 \$20.15 per 1,000 gallons
$\frac{5}{8}$ " × $\frac{3}{4}$ "	0 to 170	170 to 340	340 to 510	All over 510
$\frac{3}{4}$ "	0 to 170	170 to 340	340 to 510	All over 510
1"	0 to 280	280 to 560	560 to 840	All over 840
1 $\frac{1}{2}$ "	0 to 600	600 to 1,200	1,200 to 1,800	All over 1,800
2"	0 to 900	900 to 1,800	1,800 to 2,700	All over 2,700
3"	0 to 2,000	2,000 to 4,000	4,000 to 6,000	All over 6,000
4"	0 to 3,400	3,400 to 6,800	6,800 to 10,200	All over 10,200

Sec. 102-174. Distributor and institution user rates.

The following water user rates are applicable to contractual service in or out of the city accountable through master meter or meters to user-owned and user-maintained distribution systems:

- (1) First 500,000 gallons per month, per 1,000 gallons.....~~\$5.77~~ ~~\$5.15~~
- (2) Excess of 500,000 gallons per month, per 1,000 gallons.....~~\$5.56~~ ~~\$4.96~~

Sec. 102-175. Fill station user rates.

The water user rate applicable for fill station usage will be charged at ~~\$8.47~~ ~~\$7.56~~ per 1,000 gallons.

Sec. 102-176. Fire hydrant metered water user rates.

- (a) The water user rate applicable to permitted users of fire hydrant meters for measuring water supplied from a city fire hydrant is ~~\$8.47~~ ~~\$7.56~~ per 1,000 gallons, plus a service charge as follows:

- (1) 1 to 90 days: \$1.00 per day, minimum of 1 day
- (2) 91 to 180 days: \$2.00 per day
- (3) 181 days or more: \$3.00 per day

A damage deposit of \$1,250.00 will be collected at the time of issuance of the fire hydrant permit. Upon return of the fire hydrant meter in condition acceptable to the city, the damage

deposit will be returned.

- (b) Tampering with, or in any manner altering the operation of the meter such that the register usage is less than the actual usage will result in an additional fee of \$5.00 per day being charged retroactive to the date the hydrant meter permit was issued and ending on the date the meter is returned. The charges provided in this paragraph shall be in addition to the charges provided in paragraph (a) of this section.
- (c) If the city cannot furnish a fire hydrant meter, the customer may use the customer's own meter upon obtaining a permit under provisions of this section. The customer may be required to submit written proof that the meter has been calibrated and reads accurately.

Sec. 102-177. Municipal park rate.

- (a) Monthly user rate for the municipal park class is based upon the rate of ~~\$3.20~~ ~~\$2.86~~ per 1,000 gallons.
- (b) This service is interruptible to the extent the city may limit the times of irrigation and the amount of water used. The city and the Apex Park and Recreation District-owned properties, which have occupied structures located thereon, are excluded from this class of water service.

Sec. 102-178. - Unmetered standby fire protection service charge.

Bimonthly charges for unmetered standby fire protection service is as follows:

	In City	Out of City
a. Fire hydrants, each	\$8.47 \$7.56	\$12.70 \$11.34
b. Automatic sprinkler system:		
5/8"—3/4" service line	\$8.47 \$7.56	\$12.70 \$11.34
1" service line	\$8.47 \$7.56	\$12.70 \$11.34
1 1/4" service line	\$16.95 \$15.13	\$25.40 \$22.68
1 1/2" service line	\$16.95 \$15.13	\$25.40 \$22.68
2" service line	\$25.38 \$22.66	\$38.07 \$33.99
3" service line	\$33.81 \$30.19	\$50.71 \$45.28
4" service line	\$50.78 \$45.34	\$76.17 \$68.01
6" service line	\$67.69 \$60.44	\$101.54 \$90.66
8" service line	\$80.09 \$71.51	\$120.15 \$107.28

Sec. 102-179. Lost water rate.

Unmetered water lost or used due to activities such as, but not limited to, excavation, demolition, landscaping, or intentional acts of vandalism or theft will be billed to the responsible party at the rate of ~~\$8.47~~ ~~\$7.56~~ per 1,000 gallons. The estimated volume of unmetered lost water will be based on main size, break size, water pressure, flow time, or other available data.

Sec. 102-180. Special service fees and user rates.

Prior to use of the fire hydrant as a source of water for special short-term community activities, the applicant will obtain a hydrant permit and water meter from the utilities department at least 24 hours prior to the time of use. Charges for the service and the water used will be based only on the water user rate of \$5.63 ~~\$5.03~~ per 1,000 gallons.



REPORT TO CITY COUNCIL PUBLIC HEARING

AGENDA ITEM
10.B.

TO: THE HONORABLE CITY COUNCIL

DATE: October 16, 2023

SUBJECT: CB23-026, An Ordinance Amending Section 102-206 of Chapter 102, Utilities, of the Arvada City Code Pertaining to Wastewater Users Rates and Bimonthly Service Charges and Section 102-355 of Chapter 102, Utilities, of the Arvada City Code Pertaining to Stormwater Users Rates (Ordinance No. 4859) (Presenter: Sharon Israel, Director of Utilities)

Report in Brief

PRESENTER: Sharon Israel, Director of Utilities

At the September 18, 2023 City Council meeting, the City team presented a workshop on the Utilities Financial Strategy and recommendations for updated water, sewer, and stormwater rates and bimonthly service fees for 2024.

The ordinance before the City Council will adjust Wastewater Rates and Bimonthly Service Fees and Stormwater Rates for 2024. The Utilities Department is proposing to increase in-city single-family wastewater rates by 12% and bimonthly service fees by \$2 for 2024. The proposed increase to stormwater rates is 5%. This will increase the typical in-city single-family sewer bill by \$45.60 per year (\$3.80/month) and stormwater bill by \$3.60 per year (\$0.30 per month).

The City's Infrastructure Work System continues to prepare for investments in operations and infrastructure as part of our ongoing commitment to continue to provide reliable water, sewer, and stormwater drainage services to our community. This work supports the 2020-2025 City Council Strategic Plan that calls for updated master plans for water, sewer and stormwater, as well as an implementation plan and budget recommendations. The City team's recommendation for the 2024 adjustments to the wastewater and stormwater rate and fee schedule also aligns with the principle that the City maintains utility rates at the lowest practical levels.

The Arvada team recommends that the City Council approve CB23-026, An Ordinance Amending Section 102-206 of Chapter 102, Utilities, of the Arvada City Code Pertaining to Wastewater Users Rates and Bimonthly Service Charges and Section 102-355 of Chapter 102, Utilities, of the Arvada City Code Pertaining to Stormwater Users Rates.

Financial Impact

The proposed in-city single-family 12% rate increase and \$2 bimonthly service fee increase for sewer, and indexed rate and fee increases, will generate approximately \$2,151,000 annually in new revenue for the Wastewater Fund. The proposed in-city single-family 5% rate for stormwater, and indexed rate and fee increases, will generate approximately \$203,000 annually in new revenue for the Stormwater Fund.

Background

In support of the City Council Strategic Plan and Infrastructure Work System, the City team has been developing a financial strategy to support reinvestment in aging stormwater and wastewater infrastructure and expansion of wastewater capacity to support planned development.

In the July 25, 2022 workshop on Utilities Financial Strategies, the City recommended adjustments to future water and sewer rates, bimonthly service fees, and System Development Charges (also referred to as tap fees) in order to support sustainable

SUBJECT: CB23-026, An Ordinance Amending Section 102-206 of Chapter 102, Utilities, of the Arvada City Code Pertaining to Wastewater Users Rates and Bimonthly Service Charges and Section 102-355 of Chapter 102, Utilities, of the Arvada City Code Pertaining to Stormwater Users Rates (Ordinance No. 4859) (Presenter: Sharon Israel, Director of Utilities)	PAGE: 2 ITEM: 10.B.
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operations and level of service goals. Additional revenue from these adjustments enables major reinvestments and capacity building projects to proceed in accordance with a schedule laid out in the master planning work directed in the City Council Strategic Plan.

At the September 18, 2023 City Council meeting, the City team presented a workshop on the Utilities Financial Strategy and recommendations for updated water, sewer, and stormwater rates and bimonthly service fees for 2024.

The 2024 budget for the Wastewater Utility includes an increase of \$2,151,000, including \$762,000 to support capital projects. Inflationary pressures have also significantly increased the costs of supplies and equipment needed to support operations. Other additions to the 2024 budget include 7% in Metro Water Recovery rates, increasing personnel costs, infrastructure reinvestment, and vendor services. It also includes the cost of one additional FTE to support the wastewater operations team and also reallocating 0.33 FTE of an existing Engineering Inspection Foreman to the Wastewater Enterprise Fund.

The estimated increase in revenue from the recommended wastewater rate and fee increase is estimated to be \$2,151,000. This revenue will be allocated to costs as summarized in the table below.

2023 Wastewater Revenue Forecast	\$14,814,000
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2024 Additions to Budget	
Capital Outlay and Capital Projects	\$762,000
Metro Water Recovery (7% increase)	\$719,000
Supplies/Equipment/Leases (including Inflation)	\$216,000
City Support Services	\$26,000
Personnel	\$261,000

New/Reallocated Positions (1.33 FTE)	\$167,000
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TOTAL	\$2,151,000
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2024 Wastewater Revenue Forecast	\$16,965,000
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The 2024 budget for the Stormwater Utility includes an increase of \$203,000, including \$140,000 to support capital projects. This increase will not be sufficient to support the priority projects identified in the stormwater master plan, and the team is working on refining a strategy to close the resource gap in the years ahead.

Inflationary pressures have also significantly increased the cost of supplies and equipment needed to support operations, increasing personnel costs, infrastructure reinvestment, and vendor services. The budget adjustment also includes the cost of one new FTE to support the stormwater water operations team, one new stormwater inspector FTE to support regulatory requirements, and also reallocating 0.33 FTE of an existing Engineering Inspection Foreman to the Stormwater Enterprise

SUBJECT: CB23-026, An Ordinance Amending Section 102-206 of Chapter 102, Utilities, of the Arvada City Code Pertaining to Wastewater Users Rates and Bimonthly Service Charges and Section 102-355 of Chapter 102, Utilities, of the Arvada City Code Pertaining to Stormwater Users Rates (Ordinance No. 4859) (Presenter: Sharon Israel, Director of Utilities)	PAGE: 3 ITEM: 10.B.
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Fund. Existing funding is being reallocated to cover the cost of the FTE in the 2024 budget.

The estimated increase in revenue from the recommended stormwater rate increase is estimated to be \$203,000. This revenue will be allocated to costs as summarized in the table below.

2023 Stormwater Revenue Forecast	\$4,014,000
2024 Additions to Budget	
Capital Outlay and Capital Projects	\$140,000
Supplies/Equipment/Leases (including Inflation)	\$53,000
Personnel	\$10,000
New/Reallocated Positions (2.33 FTE)	Reallocating from current revenue
TOTAL	\$203,000
2024 Revenue Forecast	\$4,217,000

Discussion

The City’s Infrastructure Work System continues to prepare for investments in operations and infrastructure as part of our ongoing commitment to continue to provide reliable water, sewer, and stormwater drainage services to our community. This work supports the 2020-2025 City Council Strategic Plan that calls for updated master plans for water, sewer and stormwater, as well as an implementation plan and budget recommendations. The City team's recommendation for the 2024 adjustments to the sewer and stormwater rate and fee schedules also aligns with the principle that the City maintains utility rates at the lowest practical levels.

On an annual basis, the City team makes a recommendation for adjusting volumetric rates and fixed bimonthly service fees. The average in-city rate increase over the last five years was 4.2% for wastewater and 0.4% for stormwater. There continue to be pressures that are driving a significant rate and fee increase for 2024. The primary cost driver for 2024 for both the wastewater and stormwater utilities is the need for capital reinvestment projects that will replace or repair aging wastewater collection system infrastructure and aging stormwater system infrastructure. These projects were identified as priorities in master planning conducted in recent years.

We are also experiencing exceptionally high inflation across the board, resulting in increased costs for equipment, personnel, and supplies. In addition, Metro Water Recovery has announced a 7% rate increase for customers in 2024.

For the Wastewater Utility, the City team is recommending an in-city rate single-family increase of 12% and a bimonthly service charge increase of \$2. If approved, this rate and fee change will result in an additional \$45.60 per year (\$3.80 per month) for a typical in-city single family owner.

SUBJECT:

CB23-026, An Ordinance Amending Section 102-206 of Chapter 102, Utilities, of the Arvada City Code Pertaining to Wastewater Users Rates and Bimonthly Service Charges and Section 102-355 of Chapter 102, Utilities, of the Arvada City Code Pertaining to Stormwater Users Rates (Ordinance No. 4859) (Presenter: Sharon Israel, Director of Utilities)

PAGE: 4**ITEM:**
10.B.

For the Stormwater Utility, the City team is recommending a rate increase of 5%. If approved, this change will result in an additional \$3.60 per year (\$0.30 per month) for a typical in-city single family owner.

In accordance with past practice, the in-city wastewater rate and fee increases are used as an index to calculate all other customer categories. The complete updated rate schedule is in the proposed ordinance.

Public Contact

Posting of the City Council agenda.

Commission Recommendation**Strategic Alignment**

The recommendation to adjust Sewer Rates and Bimonthly Service Fees and Stormwater Rates aligns with the following Strategic Result within the Infrastructure Priority Area of the City Council Strategic Plan:

Update the water, sewer, and stormwater master plans.

In addition, adjusting the Sewer Rates and Bimonthly Service Fees and Stormwater Rates aligns with the following Principle stated within the Infrastructure Priority Area:

Provides the community with a safe, reliable, high-quality water supply, drainage system, and wastewater disposal services for full city build-out, as defined by the Comprehensive Plan. This includes maintaining utility rates at the lowest practical levels with accurate billing that supports replacement of aging infrastructure in order to maintain robust utility systems.

Alternative Courses of Action**Recommendation for Action**

The Arvada team recommends that the City Council approve CB23-026, An Ordinance Amending Section 102-206 of Chapter 102, Utilities, of the Arvada City Code Pertaining to Wastewater Users Rates and Bimonthly Service Charges and Section 102-355 of Chapter 102, Utilities, of the Arvada City Code Pertaining to Stormwater Users Rates.

Suggested Motion:

I move that CB23-026, An Ordinance An Ordinance Amending Section 102-206 of Chapter 102, Utilities, of the Arvada City Code Pertaining to Wastewater Users Rates and Bimonthly Service Charges and Section 102-355 of Chapter 102, Utilities, of the Arvada City Code Pertaining to Stormwater Users Rates, be (approved on final reading, numbered 4859 and ordered published by title only) (rejected).

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

SUBJECT: CB23-026, An Ordinance Amending Section 102-206 of Chapter 102, Utilities, of the Arvada City Code Pertaining to Wastewater Users Rates and Bimonthly Service Charges and Section 102-355 of Chapter 102, Utilities, of the Arvada City Code Pertaining to Stormwater Users Rates (Ordinance No. 4859) (Presenter: Sharon Israel, Director of Utilities)	PAGE: 5 ITEM: 10.B.
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Approved by:

Sharon Israel, Director of Utilities	9/25/2023
Bryan Archer, Director of Finance	9/27/2023
Jessica Morales, Assistant City Attorney	9/27/2023
Tammy Hedlund, Legal Specialist	9/28/2023
Don Wick, Deputy City Manager	9/28/2023
Rachel Morris, City Attorney	9/29/2023
Lorie Gillis, City Manager	10/3/2023

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 23-026
ORDINANCE NO. 4859

AN ORDINANCE AMENDING SECTION 102-206 OF CHAPTER 102, UTILITIES, OF THE
ARVADA CITY CODE PERTAINING TO WASTEWATER USERS RATES AND
BIMONTHLY SERVICES CHARGES AND SECTION 102-355 OF CHAPTER 102,
UTILITIES, OF THE ARVADA CITY CODE PERTAINING TO STORMWATER USERS
RATES

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

Section 1. Section 102-206, User charges, of Article II, Water and Sewer, of Chapter 102, Utilities, of the Arvada City Code is hereby amended to read as follows:

“Sec. 102-206. User charges.

Each connected property owner or user of the city sewer system is required to pay to the city a user charge based upon the following rate schedule according to the classified strength of sewage:

(1) Normal strength charges:

Bi-monthly usage (gallons)	Rate
a. Service charge, regardless of usage	\$8.44
b. All usage, per 1,000 gallons	\$6.52

(2) Plus, extra strength charges as follows:

	Per Pound
a. BOD in excess of 300 mg/l	\$0.67
b. SS in excess of 330 mg/l	\$0.72
c. TKN in excess of 35 mg/l	\$1.39

”

Section 2. Section 102-355, Stormwater management utility service charge established, of Article VI, Arvada Stormwater Management Utility Ordinance, of Chapter 102, Utilities, of the Arvada City Code is hereby amended to read as follows:

“Sec. 102-355. Stormwater management utility service charge established.

- (a) There is hereby imposed on the owner of each and every lot or parcel of land within the city containing an impervious surface, except as specifically provided in subsection (b) of this section, a stormwater management utility service charge. This service charge is deemed reasonable and necessary to pay for the project costs of the existing city stormwater

facilities and stormwater quality programs; and project costs of future city stormwater facilities and stormwater quality programs. The proceeds of said charge, upon collection, are made as payment for the use of the city's stormwater facilities by owners of real property upon which the service charge is imposed.

- (b) All public and private highways, roadways, streets and alleys and associated sidewalks and bike paths shall be part of the stormwater facilities, and, therefore, shall be exempt from all charges imposed by this article. The exemption provided herein shall not apply to public or private parking lots, driveways, service drives, drive aisles or internal site roadways, beltways, access drives or lanes, and sidewalks.
- (c) The charge provided herein shall be based upon the extent to which the city's stormwater facilities are used by persons within the city. Use of stormwater facilities shall be based upon a calculation of runoff from the impervious surfaces of parcels of land located within the city.
- (d) The city shall bill, as part of its regular utility bill or as a separate bill in cases where a parcel of real property is not served or serviced by city water or sewer utilities, for the service charge provided in this article. The bill shall be made to the owner of record of the property as set forth in the records of the city, or to such other person as the owner may designate in writing to accept the bill and the recipient of the bill shall pay the bill upon receipt thereof. Nothing in this subsection shall serve to relieve the owner of responsibility for ensuring that payment of the service charge is made is the bill sent to some other person designated by the owner as recipient.
- (e) The bimonthly service charge as provided in this article shall be \$0.0033 per square foot of impervious surface located on the property. The charge described in this subsection is imposed on each and every improved lot and parcel of land within the city upon which an impervious surface exists. The service charge shall be billed by the city and shall be paid upon receipt thereof.
- (f) In the calendar year 2001, to be effective in the calendar year 2002, the director shall determine or cause the determination to be made, of the estimated number of square feet of impervious surface in or on the real property of each owner within the city, using the definition of impervious surface set forth in this article. The director may make such measurement based upon any reasonable means, including, but not by way of limitation, aerial survey and statistical analysis of real property and impervious surfaces located thereon. The service charge for the stormwater management utility shall be calculated by dividing the estimated cost of providing stormwater facilities and project costs by the estimated square footage of impervious surface within the boundaries of the city, which product shall yield the per square footage cost of service. The director may update the measurement of impervious surface area at such times as he deems reasonable and necessary to do so, but in any event, not less than once each ten years, with any change to be effective in the next calendar year. If, for any reason, a recalculation of the service charge does not occur, then the most recent rate charged shall continue until the recalculation is

made. No failure to make a recalculation of the service charge shall repeal, amend, or suspend operation of this article.

- (g) Each development occurring within the city after adoption of this article that results in an increase or decrease in impervious surface area shall be subject to the provisions of this article. The director shall be entitled to measure an increase or decrease to any impervious surface area resulting from a development, and add the resulting increase to or deduct the resulting decrease from, the service charge to the city utility bill for the property wherein the development occurred. The director shall establish such administrative rules in accordance with section 102-359 for determining when an increase or decrease to impervious surface areas has occurred as may be reasonable and necessary to give effect to this subsection.
- (h) The service charge provided in this article shall be subject to additional fees for delinquent payment, uncollectible checks, liens and any other penalties which are the same as those imposed with city water or sewer utility charges as provided in this chapter, or pursuant to the provisions of chapter 59 entitled "municipal liens."

Section 3. Severability. Should any provision of this ordinance be declared by a court to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared unconstitutional or invalid. The City Council declares it would have adopted this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 4. This ordinance shall take effect on January 1, 2024.

INTRODUCED, READ, AND ORDERED PUBLISHED this 2nd day of October, 2023.

PASSED, ADOPTED AND APPROVED this 16th day of October, 2023.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:
Rachel A. Morris, City Attorney:

BY: _____

Publication Dates: October 5, 2023
 October 19, 2023

~~REDLINE/STRIKETHROUGH VERSION~~

FOR INFORMATION ONLY -- NOT PART OF THE ORDINANCE

Underlined indicates new material
~~Strikethrough~~ indicates deleted material

Sec. 102-206. User charges.

Each connected property owner or user of the city sewer system is required to pay to the city a user charge based upon the following rate schedule according to the classified strength of sewage:

(1) Normal strength charges:

Bi-monthly usage (gallons)	Rate
a. Service charge, regardless of usage	<u>\$8.44</u> \$6.44
b. All usage, per 1,000 gallons	<u>\$6.52</u> \$5.82

(2) Plus, extra strength charges as follows:

	Per Pound
a. BOD in excess of 300 mg/l	<u>\$0.67</u> \$0.60
b. SS in excess of 330 mg/l	<u>\$0.72</u> \$0.64
c. TKN in excess of 35 mg/l	<u>\$1.39</u> \$1.24

Sec. 102-355. Stormwater management utility service charge established.

- (a) There is hereby imposed on the owner of each and every lot or parcel of land within the city containing an impervious surface, except as specifically provided in subsection (b) of this section, a stormwater management utility service charge. This service charge is deemed reasonable and necessary to pay for the project costs of the existing city stormwater facilities and stormwater quality programs; and project costs of future city stormwater facilities and stormwater quality programs. The proceeds of said charge, upon collection, are made as payment for the use of the city's stormwater facilities by owners of real property upon which the service charge is imposed.
- (b) All public and private highways, roadways, streets and alleys and associated sidewalks and bike paths shall be part of the stormwater facilities, and, therefore, shall be exempt from all charges imposed by this article. The exemption provided herein shall not apply to public or private parking lots, driveways, service drives, drive aisles or internal site roadways, beltways, access drives or lanes, and sidewalks.

- (c) The charge provided herein shall be based upon the extent to which the city's stormwater facilities are used by persons within the city. Use of stormwater facilities shall be based upon a calculation of runoff from the impervious surfaces of parcels of land located within the city.
- (d) The city shall bill, as part of its regular utility bill or as a separate bill in cases where a parcel of real property is not served or serviced by city water or sewer utilities, for the service charge provided in this article. The bill shall be made to the owner of record of the property as set forth in the records of the city, or to such other person as the owner may designate in writing to accept the bill and the recipient of the bill shall pay the bill upon receipt thereof. Nothing in this subsection shall serve to relieve the owner of responsibility for ensuring that payment of the service charge is made is the bill sent to some other person designated by the owner as recipient.
- (e) The bimonthly service charge as provided in this article shall be ~~\$0.0033~~ ~~\$0.003101~~ \$0.0033 per square foot of impervious surface located on the property. The charge described in this subsection is imposed on each and every improved lot and parcel of land within the city upon which an impervious surface exists. The service charge shall be billed by the city and shall be paid upon receipt thereof.
- (f) In the calendar year 2001, to be effective in the calendar year 2002, the director shall determine or cause the determination to be made, of the estimated number of square feet of impervious surface in or on the real property of each owner within the city, using the definition of impervious surface set forth in this article. The director may make such measurement based upon any reasonable means, including, but not by way of limitation, aerial survey and statistical analysis of real property and impervious surfaces located thereon. The service charge for the stormwater management utility shall be calculated by dividing the estimated cost of providing stormwater facilities and project costs by the estimated square footage of impervious surface within the boundaries of the city, which product shall yield the per square footage cost of service. The director may update the measurement of impervious surface area at such times as he deems reasonable and necessary to do so, but in any event, not less than once each ten years, with any change to be effective in the next calendar year. If, for any reason, a recalculation of the service charge does not occur, then the most recent rate charged shall continue until the recalculation is made. No failure to make a recalculation of the service charge shall repeal, amend, or suspend operation of this article.
- (g) Each development occurring within the city after adoption of this article that results in an increase or decrease in impervious surface area shall be subject to the provisions of this article. The director shall be entitled to measure an increase or decrease to any impervious surface area resulting from a development, and add the resulting increase to or deduct the resulting decrease from, the service charge to the city utility bill for the property wherein the development occurred. The director shall establish such administrative rules in accordance with section 102-359 for determining when an increase or decrease to

impervious surface areas has occurred as may be reasonable and necessary to give effect to this subsection.

- (h) The service charge provided in this article shall be subject to additional fees for delinquent payment, uncollectible checks, liens and any other penalties which are the same as those imposed with city water or sewer utility charges as provided in this chapter, or pursuant to the provisions of chapter 59 entitled "municipal liens.



REPORT TO CITY COUNCIL PUBLIC HEARING

AGENDA ITEM
10.C.

TO: THE HONORABLE CITY COUNCIL

DATE: October 16, 2023

SUBJECT: CB23-027, An Ordinance Appropriating Funds for Fiscal Year 2024 (Ordinance No. 4860)
(Presenter: Bryan Archer, Director of Finance)

Report in Brief

Presenter: Bryan Archer, Director of Finance

Pursuant to Section 10.4 of the Home Rule Charter, the Council shall adopt an ordinance for the annual appropriation.

The total ordinance is in the amount of \$387,466,097.

The Arvada team recommends that the City Council approve CB23-027, An Ordinance Appropriating Funds for Fiscal Year 2024.

Financial Impact

The appropriation ordinance is in the amount of \$387,466,097.

Background

The Arvada team's presentation of the budget started on June 12, 2023 when the Finance and CMO teams presented the revised 10-year models along with a detailed review of current and previous revenue estimates and updates to the 10-year CIP model.

On September 1, 2023, the budget document was provided to the Council and posted to the City's website on September 5, 2023. The budget document includes the City Manager's transmittal letter which provides an overview of the budget document as well as the major changes and issues associated with the proposed expenditure of over \$387 million of public funds.

On September 18, 2023, members of the Infrastructure Work System along with the Finance and CMO teams presented recommendations for funding the City's water, wastewater and stormwater infrastructure.

On September 25, 2023, a budget workshop was held which included: what is being proposed for funding, what was not funded, and what areas need to be addressed in the upcoming years. The City Manager's Office and Finance teams will facilitate the presentation in collaboration with Work Systems Leaders, who will provide additional details and information associated with the proposed changes.

Discussion

The 2023-2024 Proposed Revised Biennial Operating and Capital Budget was released to the City Council on September 1 and the Arvada Community on September 5. Information within the Proposed Biennial Budget provides an excellent overview of proposed allocations of resources and priorities identified by the City Council and team members, as well as the relationship of each work system to the Strategic Plan, including milestones and performance measures.

Link to the [2023-2024 Proposed Revised Biennial Operating and Capital Budget](#).

SUBJECT: CB23-027, An Ordinance Appropriating Funds for Fiscal Year 2024 (Ordinance No. 4860) (Presenter: Bryan Archer, Director of Finance)	PAGE: 2 ITEM: 10.C.
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A complete summary of the budget by section and funding priorities associated with the proposed budget is provided in the City Manager's Budget Transmittal Letter dated August 31.

Public Contact

Posting of the City Council agenda. The Proposed Revised Biennial Operating and Capital Budget has been available on the City website since September 5 and a comprehensive review of the budget was presented during the September 25 workshop.

Commission Recommendation

N/A

Strategic Alignment

The ordinance supports the following principle within the Organizational and Service Effectiveness Priority Area within the City Council Strategic Plan:

Provides a well-managed, fiscally responsible government that operates effectively and efficiently while identifying revenue requirements to sustain current service levels and achieve future requested levels of service.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve CB23-027, An Ordinance Appropriating Funds for Fiscal Year 2024.

Suggested Motion:

I move that CB23-027, An Ordinance Appropriating Funds for Fiscal Year 2024, be (approved on final reading, numbered 4860 and ordered published by title only) (rejected).

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Jenna Belec, Executive Assistant	9/21/2023
Bryan Archer, Director of Finance	9/21/2023
Gail Walker, Legal Specialist-Contracts	9/22/2023
Laura Hemler, Assistant City Attorney	9/22/2023
Linda Haley, Deputy City Manager	9/22/2023
Rachel Morris, City Attorney	9/25/2023

SUBJECT: CB23-027, An Ordinance Appropriating Funds for Fiscal Year 2024 (Ordinance No. 4860) (Presenter: Bryan Archer, Director of Finance)	PAGE: 3 ITEM: 10.C.
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Lorie Gillis, City Manager

9/28/2023

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 23-027
ORDINANCE NO. 4860

AN ORDINANCE APPROPRIATING FUNDS FOR FISCAL YEAR 2024

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

Section 1. Pursuant to the provisions of Section 10.4 of the Home Rule Charter, there is hereby appropriated money for fiscal year 2024 by fund in the following amounts:

Fund	Amount
General Fund	\$124,576,764
Grants Fund	\$190,016
Streets Maintenance Fund	\$12,824,973
Community Development	\$1,226,248
Arvada Housing Authority	\$6,021,464
Parks	\$14,337,478
Police Seizure	\$31,222
COP Debt Service	\$3,277,484
Police Tax Increment Fund .21	\$7,591,419
Police Tax Increment Fund .25	\$8,269,420
Debt Service	\$5,804,282
Capital Projects Fund	\$8,249,512
Water Fund	\$101,037,278
Wastewater Fund	\$55,971,929
Golf Course Fund	\$8,010,198
Stormwater Fund	\$6,761,290
Solid Waste	\$4,737,907

Insurance Fund	\$3,548,316
Computers	\$7,028,141
Print Shop	\$365,994
Vehicles	\$7,128,700
Buildings	\$476,062
TOTAL APPROPRIATION	\$387,466,097

Section 2. This ordinance shall be effective five days after publication following final passage.

INTRODUCED, READ AND ORDERED PUBLISHED this 2nd day of October, 2023.

APPROVED AND ADOPTED this 16th day of October, 2023.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:
Rachel A. Morris, City Attorney

By: _____

Publication Dates: October 5, 2023
 October 19, 2023

Fund	Amount
General Fund	\$ 124,576,764
Grants	190,016
Streets Maintenance Fund	12,824,973
Community Development	1,226,248
Arvada Housing Authority	6,021,464
Parks	14,337,478
Police Seizure	31,222
COP Debt Service	3,277,484
Police Tax Increment .21	7,591,419
Police Tax Increment .25	8,269,420
Debt Service	5,804,282
Capital Projects	8,249,512
Water	101,037,278
Wastewater	55,971,929
Golf Courses	8,010,198
Stormwater	6,761,290
Solid Waste	4,737,907
Insurance	3,548,316
Computers	7,028,141
Print Shop	365,994
Vehicles	7,128,700
Buildings	476,062
TOTAL APPROPRIATION	\$ 387,466,097



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
10.C.1.

TO: THE HONORABLE CITY COUNCIL

DATE: October 16, 2023

SUBJECT: R23-092, A Resolution Adopting the Budget for Fiscal year 2024

Report in Brief

The City's Charter provides that the annual budget must be adopted by the City Council 60 days prior to the first day of the next fiscal year. The budget must be adopted by both ordinance and resolution. Presented is the resolution for adoption of the 2024 budget.

The Arvada team recommends that the City Council approve R23-092, A Resolution Adopting the Budget for Fiscal Year 2024.

Financial Impact

This resolution is in the amount of \$387,466,097.

Background

The Arvada team's presentation of the budget started on June 12, 2023 when the Finance and CMO teams presented the revised 10-year models along with a detailed review of current and previous revenue estimates and updates to the 10-year CIP model.

On September 1, 2023, the budget document was provided to the Council and posted to the City's website on September 5, 2023. The budget document includes the City Manager's transmittal letter which provides an overview of the budget document as well as the major changes and issues associated with the proposed expenditure of over \$387 million of public funds.

On September 18, 2023, members of the Infrastructure Work System along with the Finance and CMO teams presented recommendations for funding the City's water, wastewater and stormwater infrastructure.

On September 25, 2023, a budget workshop was held which included: what is being proposed for funding, what was not funded and what areas need to be addressed in the upcoming years. The City Manager's Office and Finance teams facilitated the presentation in collaboration with Work Systems Leaders, who provided additional details and information associated with the proposed changes.

Discussion

The 2023-2024 Proposed Revised Biennial Operating and Capital Budget was released to the City Council on September 1 and the Arvada Community on September 5. Information within the Proposed Biennial Budget provides an excellent overview of proposed allocations of resources and priorities identified by the City Council and team members, as well as the relationship of each work system to the Strategic Plan, including milestones and performance measures.

[2023 - 2024 Proposed Revised Biennial Operating and Capital Budget](#)

A complete summary of the budget by section and funding priorities associated with the proposed budget is provided in the City Manager's Budget Transmittal Letter dated August 31.

Public Contact

SUBJECT:
R23-092, A Resolution Adopting the Budget for Fiscal year 2024

PAGE: 2
ITEM:
10.C.1.

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The ordinance supports the following principle within the Organizational and Service Effectiveness Priority Area within the City Council Strategic Plan:

Provides a well-managed, fiscally responsible government that operates effectively and efficiently while identifying revenue requirements to sustain current service levels and achieve future requested levels of service.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R23-092, A Resolution Adopting the Budget for Fiscal Year 2024.

Suggested Motion:

I move that R23-092, A Resolution Adopting the Budget for Fiscal Year 2024, be (approved) (rejected).

Prepared by:
Debra Nielson, Deputy Director of Finance

Reviewed by:

Approved by:

Jenna Belec, Executive Assistant	9/25/2023
Bryan Archer, Director of Finance	9/25/2023
Gail Walker, Legal Specialist-Contracts	9/25/2023
Laura Hemler, Assistant City Attorney	9/25/2023
Linda Haley, Deputy City Manager	9/25/2023
Rachel Morris, City Attorney	9/25/2023
Lorie Gillis, City Manager	9/28/2023

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R23-092

A RESOLUTION ADOPTING THE BUDGET FOR FISCAL YEAR 2024

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

Section 1. Pursuant to the provision of Section 10.4 of the Home Rule Charter, there is hereby adopted a budget for fiscal year 2024 in both a fund and work system based format.

Section 2. This Resolution shall be effective upon its approval by the Arvada City Council.

APPROVED AND ADOPTED this 16th day of October, 2023.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:
Rachel A. Morris, City Attorney

By: _____



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
10.C.2.

TO: THE HONORABLE CITY COUNCIL

DATE: October 16, 2023

SUBJECT: R23-093, A Resolution Adopting the 2024 Capital Improvement Fund Budget and Allocating for Specific Projects in 2024

Report in Brief

In accordance with Chapter 2, Article 7, Section 2-295 of the City Code, the capital improvement plan shall be adopted by resolution.

The City of Arvada 2023 - 2024 ten-year Capital Improvement Plan is primarily a management tool used for the purpose of planning the direction of the City relative to capital projects. The City Council, by adopting this resolution, is directing the City Manager and the Arvada team to begin the 2024 capital projects according to the priorities set forth by the City Council. Funding for the 2024 capital improvement budget is appropriated by Ordinance.

The Arvada team recommends that the City Council approve R23-093, A Resolution Adopting the 2024 Capital Improvement Budget and Allocating for Specific Projects in 2024.

Financial Impact

The Capital Improvement Plan by major area is summarized as follows:

Debt Service	\$7,773,125
Personnel	\$130,850
General Governmental	\$665,008
Transportation	\$3,517,620
Street Maintenance	\$13,349,576
Parks and Golf	\$1,741,696
Water	\$41,782,040
Wastewater	\$22,568,000
Stormwater	\$1,793,982
Total	\$93,321,897

Background

The Capital Improvement Plan (CIP) is a ten-year road map for creating, maintaining, and paying for Arvada's present and future infrastructure needs. The CIP outlines the project costs, funding sources, and estimated future operating costs associated with each capital improvement. The CIP summarizes the City's focus on Taking Lasting Care (TLC) and implementing the priorities and projects identified by the Citizen's Capital Improvement Project Committee (CCIPC), which was formed in 2015 at the direction of the City Council. The CIP also summarizes the Strategic Results included in the 2020 - 2025 City Council Strategic Plan that determines funding priorities within the 2023 - 2032 Capital Improvement Plan.

Discussion

SUBJECT: R23-093, A Resolution Adopting the 2024 Capital Improvement Fund Budget and Allocating for Specific Projects in 2024	PAGE: 2 ITEM: 10.C.2.
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The 2023 - 2024 Proposed Revised Biennial Operating Capital Budget was released to the City Council on September 1. Information within the Proposed Revised Biennial Budget provides an excellent overview of the proposed allocation of resources and priorities identified by the City Council and the Arvada team related to capital projects. More information regarding the Capital Budget is available through the following link:

[2023 - 2024 Proposed Revised Biennial Operating and Capital Budget](https://www.arvadaco.gov/235/Budget) - <https://www.arvadaco.gov/235/Budget>

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The ordinance supports the following principle within the Organizational and Service Effectiveness Priority Area within the City Council Strategic Plan:

Provides a well-managed, fiscally responsible government that operates effectively and efficiently while identifying revenue requirements to sustain current service levels and achieve future requested levels of service.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R23-093, A Resolution Adopting the 2024 Capital Improvement Fund Budget and Allocating for Specific Projects in 2024.

Suggested Motion:

I move that R23-093, A Resolution Adopting the 2024 Capital Improvement Fund Budget and Allocating for Specific Projects in 2024, be (approved) (rejected).

Prepared by:
Debra Nielson, Deputy Director of Finance

Reviewed by:

Approved by:

Jenna Belec, Executive Assistant	9/25/2023
Bryan Archer, Director of Finance	9/25/2023
Gail Walker, Legal Specialist-Contracts	9/25/2023
Laura Hemler, Assistant City Attorney	9/25/2023

SUBJECT: R23-093, A Resolution Adopting the 2024 Capital Improvement Fund Budget and Allocating for Specific Projects in 2024	PAGE: 3 ITEM: 10.C.2.
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Linda Haley, Deputy City Manager 9/25/2023

Rachel Morris, City Attorney 9/25/2023

Lorie Gillis, City Manager 9/28/2023

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R23-093

A RESOLUTION ADOPTING THE 2024 CAPITAL IMPROVEMENT FUND BUDGET AND
ALLOCATING FOR SPECIFIC PROJECTS IN 2024

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

Section 1. Pursuant to the provision of Chapter 2, Article 7, Section 2-295 of the Arvada City Code, the Council hereby adopts the Capital Improvement Fund Budget for 2024 and allocating for specific projects in 2024 in the areas and amounts set forth below:

Debt Service	\$7,773,125
Personnel	\$130,850
General Administration	\$665,008
Transportation	\$3,517,620
Street Maintenance	\$13,349,576
Vibrant Neighborhoods and Communities	\$1,741,696
Water	\$41,782,040
Wastewater	\$22,568,000
Stormwater	\$1,793,982
Total	\$93,321,897

Section 2. This Resolution shall be effective upon its approval by the Arvada City Council.

APPROVED AND ADOPTED this 16th day of October, 2023.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:
Rachel A. Morris, City Attorney

By: _____



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
10.C.3.

TO: THE HONORABLE CITY COUNCIL

DATE: October 16, 2023

SUBJECT: R23-094, A Resolution Adopting the Pay Plan for Fiscal Year 2024

Report in Brief

PRESENTER: Gabriella Bommer, Director of Human Resources

The City's pay plan is an important part of the City's Total Reward Philosophy, which includes being an employer of choice in the Colorado front range by offering competitive pay and benefits that attract and retain a high performing workforce. The 2024 pay plan updates include market rate adjustments for all job families, salary structure updates for the police job family, and reclassifications, job title changes and new positions. The proposed updates have been included in the City's budget and can be funded through the 10-year financial model.

The Arvada team recommends that the City Council approve R23-094, A Resolution Adopting the Pay Plan for Fiscal Year 2024.

Financial Impact

The total budget for the City's pay plan for 2024 is \$75,736,163 and includes:

- An overall increase of 5.32% or \$3,792,840 for the market adjustments, reclassifications and step increases as follows:
 - Market rate and structure adjustments 3.53% or \$2,519,850
 - Reclassifications 0.11% or \$77,845
 - Step increases 1.68% or \$1,195,145
- An additional increase of \$610,776 for 14 new positions

The proposed updates have been included in the City's budget and can be funded through the 10-year financial model.

Background

Annual market adjustments ensure that the City's pay grades stay competitive with the movement of pay in the market. Market data collected by the human resources team includes:

- The BLS Employment Cost Index indicated that wages for civilian workers increased an average of 4.7% for state and local government workers in the 12-month period ending in June 2023, and 5.5% for police officers.
- Surveys from the Society of Human Resources Management and Employers Council indicated pay increase projections of approximately 4% for 2024.
- Peer cities in our market that responded to surveys regarding 2024 pay projections reported proposed merit increase budgets between 3% and 5%.

After reviewing this information with the Finance and City Manager's Office, the following market rate adjustments are proposed:

- 3% for the EX, MGMT, PROF, INFT, TBS and LTCU job families
- 4% for the PD job family

Additional adjustments to the police job family include:

- A shorter number of steps for police officers from six to five
- A reduction in police recruit pay grades from two to one, resulting in a higher entry level pay rate for new recruits
- Continued funding of the 1.5% college degree premium pay for police recruits, officers, master officers and sergeants

In addition to market adjustments, the pay plan also includes step increases for all city employees who have not reached the maximum step of their pay grade. Step increases are the City's method of rewarding employees for their performance each year as they gain experience in their roles and achieve performance expectations. They may also be provided to ensure pay equity. Approximately 64% of the City's employees will be eligible for step increases in 2024. Step increases are budgeted at 1.75% for sworn police employees and 1.7% for all other employees.

The total combined increase for market adjustments and step increases for employees for 2024 equals:

- 5.75% for sworn police employees
- 4.7% for non-sworn employees.

The human resources, finance and city manager's office believe that these adjustments compare well with market movement and will continue to support our employer of choice philosophy.

Reclassifications, job title changes, and new FTEs

Also included as part of the 2024 pay plan update are 13 reclassifications and 12 job title changes. A list of these changes is included in your packet. Reclassification occurs when job functions change significantly and the position is assigned to a different pay grade due to the changes resulting in a significantly different internal or external market value.

Job title changes occur to better represent the essential functions of a position, but there is no change in internal or market value. Therefore, there is no change in grade or budget impact.

Fourteen new positions are also recommended in the revised 2023-2024 budget and have been included as part of this pay plan update. A list of the new positions is included for your review.

Discussion

The pay plan recommendations are market-driven and integral to the City's ability to remain an employer of choice that can attract and retain a high performing workforce in a challenging employment market. The proposed updates have been included in the City's budget and can be funded through the 10-year financial model.

Public Contact

Posting of the City Council agenda

Commission Recommendation

N/A

Strategic Alignment

The Resolution to Adopt the Pay Plan for Fiscal Year 2024 is aligned with the City's Total Rewards Philosophy and the City's Personnel Rules, as well as the City Council Strategic Plan guiding principle: Fosters a top workplace environment that attracts and retains a highly engaged, inclusive workforce and fosters a culture of wellness, safety, cycles of learning and performance excellence.

SUBJECT: R23-094, A Resolution Adopting the Pay Plan for Fiscal Year 2024	PAGE: 3 ITEM: 10.C.3.
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Alternative Courses of Action

Approve R23-XXX, A Resolution Adopting the Pay Plan for Fiscal Year 2024

Deny R23-XXX, A Resolution Adopting the Pay Plan for Fiscal Year 2024

Recommendation for Action

The Arvada team recommends that the City Council approve R23-095, A Resolution Adopting the Pay Plan for Fiscal Year 2024.

Suggested Motion:

I move that R23-094, A Resolution Adopting the Pay Plan for Fiscal Year 2024, be (approved) (rejected).

Prepared by:
Laura Hemler, Assistant City Attorney

Reviewed by:

Approved by:

Gabriella Bommer, Director of Human Resources	9/25/2023
Bryan Archer, Director of Finance	9/25/2023
Gail Walker, Legal Specialist-Contracts	9/27/2023
Rachel Morris, City Attorney	9/29/2023
Lorie Gillis, City Manager	10/3/2023

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R23-094

A RESOLUTION ADOPTING THE PAY PLAN FOR FISCAL YEAR 2024

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

Section 1. In accordance with Section 7.1(c) of the Arvada City Charter and pursuant to Section 70-50.1 of the Arvada City Code, there is hereby adopted a pay plan, which is attached hereto as Exhibit “A” for fiscal year 2024.

Section 2. The City Manager is directed to implement the revised pay plan for the first pay period in 2024.

Section 3. This Resolution shall be effective upon its approval by the Arvada City Council.

APPROVED AND ADOPTED this 16th day of October, 2023.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:
Rachel A. Morris, City Attorney

By:_____



2024 PAY PLAN

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Title	Exempt or Non-Exempt	Job Family	Grade	Page
Accountant	E	Professional	PROF5	22
Accounting Specialist	N	Technical & Business Support	TBS7	24
Accounting Supervisor	E	Management	MGMT6	16
Accounting Technician II	N	Technical & Business Support	TBS4	25
Accounting Technician III	N	Technical & Business Support	TBS5	25
Accounts Payable Technician	N	Technical & Business Support	TBS6	25
Accounts Receivable Technician	N	Technical & Business Support	TBS6	25
ADA Coordinator	E	Professional	PROF7	21
Administrative Assistant	N	Technical & Business Support	TBS4	25
Administrative Coordinator	N	Technical & Business Support	TBS5	25
Administrative Court Clerk	N	Technical & Business Support	TBS5	25
Administrative Specialist	N	Technical & Business Support	TBS5	25
Administrative Supervisor	N	Management	MGMT3	17
Analytics and Business Intelligence Developer	E	Information Technology	INFT2	11
Animal Management Officer	N	Technical & Business Support	TBS6	25
Applications Systems Administrator	E	Information Technology	INFT3	11
Assistant City Attorney I	E	Professional	PROF9	21
Assistant City Attorney II	E	Professional	PROF10	21
Assistant City Engineer	E	Management	MGMT11	15
Assistant Fleet Manager	E	Management	MGMT5	16
Assistant Golf Manager	E	Professional	PROF4	22
Assistant Golf Professional	N	Technical & Business Support	TBS6	25
Assistant Manager of City Facilities	E	Management	MGMT7	16
Assistant Nature Center Director	E	Professional	PROF5	22
Assistant Restaurant Manager	E	Professional	PROF4	22
Assistant to the City Manager	E	Professional	PROF8	21
Associate Data Scientist	E	Information Technology	INFT3	11
Associate Technical Support Analyst	N	Technical & Business Support	TBS6	25
Behavioral Health Case Manager	N	Technical & Business Support	TBS7	25
Benefits Specialist	E	Professional	PROF6	22
Budget Analyst	E	Professional	PROF7	21
Building Craftsworker	N	Labor, Trades, Crafts & Utilities	LTCU6	13
Building Maintenance Leadworker	N	Management	MGMT4	17
Building Maintenance Worker	N	Labor, Trades, Crafts & Utilities	LTCU4	13
Chief Building Official	E	Management	MGMT9	15
Chief Information Officer	E	Executive	EX2	9
Chief Information Security Officer	E	Management	MGMT10	15
Chief of Police	E	Executive	EX3	9
Chief Plant Operator	N	Management	MGMT5	16
Chief Surveyor	E	Management	MGMT8	16
City Clerk	E	Executive	EX1	9
City Engineer	E	Management	MGMT12	15
City Forester	E	Management	MGMT5	16

Title	Exempt or Non-Exempt	Job Family	Grade	Page
Civil Engineer I	E	Professional	PROF7	21
Civil Engineer II	E	Professional	PROF8	21
Civil Engineer III	E	Professional	PROF9	21
Civil Engineer IV	E	Professional	PROF10	21
Civilian Accident Investigator	N	Technical & Business Support	TBS8	24
Cloud Systems Administrator	E	Information Technology	INFT4	11
Code Compliance Officer	N	Technical & Business Support	TBS6	25
Combination Inspector I	N	Technical & Business Support	TBS7	24
Combination Inspector II	N	Technical & Business Support	TBS8	24
Combination Inspector III	N	Technical & Business Support	TBS9	24
Communications Coordinator	E	Professional	PROF5	22
Community Connectivity Manager	E	Professional	PROF9	21
Community Development Block Grant Coordinator	N	Technical & Business Support	TBS6	25
Community Resilience Coordinator	E	Professional	PROF8	21
Compensation Analyst	E	Professional	PROF6	22
Compliance Agent	N	Technical & Business Support	TBS6	25
Computerized Irrigation Supervisor	E	Management	MGMT5	16
Computerized Irrigation System Administrator	N	Technical & Business Support	TBS8	24
Construction and Inspection Supervisor	E	Management	MGMT6	16
Construction and Maintenance Supervisor	N	Management	MGMT6	16
Controller	E	Management	MGMT9	15
Court Administrator	E	Management	MGMT9	15
Craftsworker	N	Labor, Trades, Crafts & Utilities	LTCU5	13
Creative Services Designer	E	Professional	PROF4	22
Crime Analyst	E	Professional	PROF6	22
Criminalist	N	Technical & Business Support	TBS10	24
Custodian	N	Labor, Trades, Crafts & Utilities	LTCU3	13
Customer Information Manager	E	Management	MGMT8	15
Customer Information Specialist	N	Technical & Business Support	TBS4	25
Customer Information Supervisor	E	Management	MGMT6	16
Data & Analytics Manager	E	Management	MGMT9	15
Data Engineer	E	Information Technology	INFT5	11
Deputy Building Official	E	Management	MGMT6	16
Deputy City Attorney	E	Management	MGMT13	15
Deputy City Clerk	N	Technical & Business Support	TBS8	24
Deputy City Manager	E	Executive	EX4	9
Deputy Court Administrator	E	Management	MGMT5	16
Deputy Director of AURA	E	Management	MGMT10	15
Deputy Director of Finance	E	Management	MGMT10	15
Deputy Director of Vibrant Community and Neighborhoods	E	Management	MGMT10	15
Deputy Police Chief	E	Police	PD5	19
Development Manager (Ralston House)	E	Management	MGMT5	16
Development Technician I	N	Technical & Business Support	TBS5	25

Title	Exempt or Non-Exempt	Job Family	Grade	Page
Development Technician II	N	Technical & Business Support	TBS6	25
Digital Content Producer	E	Professional	PROF4	22
Digital Media Technician	N	Technical & Business Support	TBS6	25
Direct Mail Specialist	N	Technical & Business Support	TBS4	25
Director of Communication and Engagement	E	Management	MGMT9	15
Director of Community and Economic Development	E	Executive	EX2	9
Director of Finance	E	Executive	EX2	9
Director of Human Resources	E	Executive	EX2	9
Director of Public Works	E	Executive	EX2	9
Director of Utilities	E	Executive	EX2	9
Director of Vibrant Community and Neighborhoods	E	Executive	EX2	9
Economic Development Manager	E	Management	MGMT8	15
Economic Development Specialist	E	Professional	PROF6	22
Electrician	N	Technical & Business Support	TBS9	24
Electro Mechanical Technician	N	Labor, Trades, Crafts & Utilities	LTCU9	13
Employment Specialist	E	Professional	PROF6	22
Engagement Coordinator	E	Professional	PROF5	22
Engineering Manager	E	Management	MGMT10	15
Engineering Manager - City Traffic Engineer	E	Management	MGMT10	15
Engineering Permit Coordinator	N	Technical & Business Support	TBS6	25
Engineering Technician I	N	Technical & Business Support	TBS5	25
Engineering Technician II	N	Technical & Business Support	TBS6	25
Evidence Technician	N	Technical & Business Support	TBS6	25
Executive Assistant	N	Technical & Business Support	TBS7	24
Executive Director (Ralston House)	E	Management	MGMT8	15
FI Cultural Coordinator (Ralston House)	E	Professional	PROF6	22
Finance Program Coordinator	N	Technical & Business Support	TBS8	24
Financial Business Analyst	E	Professional	PROF7	21
Financial Systems Analyst	E	Professional	PROF7	21
Fleet Courier	N	Technical & Business Support	TBS3	25
Fleet Equipment Technician	N	Labor, Trades, Crafts & Utilities	LTCU7	13
Fleet Lube Technician	N	Labor, Trades, Crafts & Utilities	LTCU6	13
Fleet Manager	E	Management	MGMT8	15
Food and Beverage Manager	E	Management	MGMT8	15
Forensic Interviewer (Ralston House)	E	Professional	PROF5	22
Forensic Interviewer-Bilingual (Ralston House)	E	Professional	PROF5	22
Forestry Technician	N	Labor, Trades, Crafts & Utilities	LTCU6	13
GIS Analyst	E	Professional	PROF6	22
GIS Application Systems Administrator	E	Information Technology	INFT3	11
GIS Manager	E	Management	MGMT8	15
GIS Technician	N	Technical & Business Support	TBS6	25
Golf Course Computerized Irrigation Technician	N	Labor, Trades, Crafts & Utilities	LTCU6	13
Golf Course Equipment Specialist	N	Labor, Trades, Crafts & Utilities	LTCU7	13

Title	Exempt or Non-Exempt	Job Family	Grade	Page
Golf Course Maintenance Worker	N	Labor, Trades, Crafts & Utilities	LTCU5	13
Golf Course Manager	E	Management	MGMT8	15
Golf Course Superintendent	E	Management	MGMT5	16
Golf Professional	E	Professional	PROF4	22
Grants Accountant	E	Professional	PROF5	22
Grants Administrator	E	Professional	PROF8	21
Grants Specialist (Ralston House)	E	Professional	PROF4	22
Head Golf Professional	E	Management	MGMT4	17
Homeless Project Manager	E	Professional	PROF8	21
Homeless Navigator	N	Technical & Business Support	TBS7	24
Housing Choice Voucher Program Supervisor	E	Management	MGMT5	16
Housing Development Specialist	E	Professional	PROF7	21
Housing Manager	E	Management	MGMT8	15
Housing Navigator	N	Technical & Business Support	TBS7	24
Housing Rehabilitation / Loan Specialist	E	Professional	PROF6	22
Housing Specialist	N	Technical & Business Support	TBS6	25
Human Resources Business Partner	E	Professional	PROF6	22
Human Resources Coordinator	N	Technical & Business Support	TBS6	25
Human Resources Manager	E	Management	MGMT8	15
Human Resources Technician	N	Technical & Business Support	TBS7	24
HVAC Specialist	N	Technical & Business Support	TBS9	24
Irrigation Crew Supervisor	E	Management	MGMT5	16
Irrigation Maintenance Worker	N	Labor, Trades, Crafts & Utilities	LTCU5	13
IT Business Analyst	E	Information Technology	INFT3	11
IT Infrastructure Architect	E	Information Technology	INFT6	11
IT Project Manager	E	Information Technology	INFT2	11
Land Development Technician	N	Technical & Business Support	TBS8	24
Law Office Administrator	E	Management	MGMT6	16
Lead Animal Management Officer	N	Technical & Business Support	TBS7	24
Lead Code Compliance Officer	N	Technical & Business Support	TBS7	24
Lead Crime Analyst	E	Professional	PROF7	21
Lead Evidence Technician	N	Technical & Business Support	TBS7	24
Lead Forensic Interviewer (Ralston House)	E	Professional	PROF6	22
Lead Master Fleet Technician	N	Labor, Trades, Crafts & Utilities	LTCU9	13
Lead Parts Specialist	N	Labor, Trades, Crafts & Utilities	LTCU6	13
Lead Police Records Specialist	N	Technical & Business Support	TBS5	25
Lead Police Services Technician	N	Technical & Business Support	TBS6	25
Lead Victim Advocate (Ralston House)	N	Technical & Business Support	TBS8	24
Lead Senior Civil Designer	N	Technical & Business Support	TBS10	24
Learning and Development Coordinator	N	Technical & Business Support	TBS7	24
Legal Specialist	N	Technical & Business Support	TBS8	24
Liquor Licensing Control Administrator	N	Technical & Business Support	TBS8	24
Litigation Paralegal	N	Technical & Business Support	TBS9	24

Title	Exempt or Non-Exempt	Job Family	Grade	Page
Manager of City Facilities	E	Management	MGMT9	15
Manager of City Planning and Development	E	Management	MGMT10	15
Manager of Communications	E	Professional	PROF7	21
Manager of Communications and Marketing	E	Professional	PROF7	21
Manager of Golf Course Operations	E	Management	MGMT8	15
Manager of Traffic Operations and Maintenance	E	Management	MGMT8	15
Master Fleet Technician	N	Labor, Trades, Crafts & Utilities	LTCU8	13
Master Police Officer	N	Police	PDM	19
Media Services Manager	E	Management	MGMT5	16
Mental Health Case Management Navigator (Ralston House)	N	Technical & Business Support	TBS7	24
Mobile Systems Administrator	E	Information Technology	INFT3	11
Mobility Planning and Innovation Manager	E	Management	MGMT8	15
Mobile Systems Specialist	E	Information Technology	INFT1	11
Municipal Inspector Foreman	N	Technical & Business Support	TBS9	24
Municipal Inspector	N	Technical & Business Support	TBS8	24
Municipal Services Worker	N	Labor, Trades, Crafts & Utilities	LTCU3	13
Nature Center Director	E	Management	MGMT5	16
Neighborhood Engagement Coordinator	E	Professional	PROF6	22
Neighborhood Services Supervisor	E	Management	MGMT5	16
NIBRS Data Specialist	N	Technical & Business Support	TBS6	25
Operations Supervisor	E	Management	MGMT6	16
OT/ITCS Security Operations Analyst	E	Professional	PROF8	21
Parking and Travel Demand Management Coordinator	E	Professional	PROF7	21
Parks and Urban Design Manager	E	Management	MGMT8	15
Parks Maintenance Leadworker	N	Labor, Trades, Crafts & Utilities	LTCU8	13
Parks Maintenance Leadworker-Irrigation	N	Labor, Trades, Crafts & Utilities	LTCU8	13
Parks Manager	E	Management	MGMT8	15
Parks Program Manager	E	Management	MGMT5	16
Parks Supervisor	E	Management	MGMT5	16
Parks Worker II	N	Labor, Trades, Crafts & Utilities	LTCU5	13
Parks Worker III	N	Labor, Trades, Crafts & Utilities	LTCU6	13
Parks Worker III - Irrigation	N	Labor, Trades, Crafts & Utilities	LTCU6	13
Parts Specialist	N	Labor, Trades, Crafts & Utilities	LTCU5	13
Patrol Investigative Specialist	N	Technical & Business Support	TBS8	24
Pavement Management Coordinator	E	Professional	PROF7	21
Pavement Manager	E	Management	MGMT7	16
Payroll Specialist	N	Technical & Business Support	TBS7	24
Payroll Supervisor	E	Management	MGMT6	16
Planner I	E	Professional	PROF5	22
Planner II	E	Professional	PROF6	22
Plans Examiner I	N	Technical & Business Support	TBS8	24
Plans Examiner II	N	Technical & Business Support	TBS9	24
Plant Operator A	N	Labor, Trades, Crafts & Utilities	LTCU8	13

Title	Exempt or Non-Exempt	Job Family	Grade	Page
Plant Operator B	N	Labor, Trades, Crafts & Utilities	LTCU7	13
Plant Operator C	N	Labor, Trades, Crafts & Utilities	LTCU6	13
Plant Operator D	N	Labor, Trades, Crafts & Utilities	LTCU5	13
Plant Supervisor - SCADA	E	Management	MGMT7	16
Police Accrediation Analyst	N	Technical & Business Support	PROF5	22
Police Operations Manager	E	Management	MGMT8	15
Police Operations Supervisor	E	Management	MGMT5	16
Police Commander	E	Police	PD4	19
Police Digital Records Technician	N	Technical & Business Support	TBS6	25
Police Equipment Coordinator	N	Technical & Business Support	TBS6	25
Police Evidence Supervisor	E	Management	MGMT5	16
Police Lieutenant	E	Police	PD3	19
Police Officer	N	Police	PD1	19
Police Records Supervisor	E	Management	MGMT5	16
Police Records Specialist	N	Technical & Business Support	TBS4	25
Police Recruit I	N	Police	PR1	19
Police Recruit II	N	Police	PR2	19
Police Recruiter	E	Professional	PROF6	22
Police Sergeant	N	Police	PD2	19
Police Services Technician	N	Technical & Business Support	TBS5	25
Police Training Coordinator	N	Technical & Business Support	TBS6	25
Printing Technician	N	Technical & Business Support	TBS6	25
Procurement Specialist	E	Professional	PROF5	22
Public Information Officer	E	Professional	PROF7	22
Public Works Project Manager	E	Professional	PROF8	21
Purchasing Manager	E	Management	MGMT8	15
Radio Communications Administrator	E	Information Technology	INFT3	11
Ralston House Manager	E	Management	MGMT6	16
Records Management Coordinator	E	Professional	PROF7	21
Restaurant Manager	E	Management	MGMT3	17
Revenue Manager	E	Management	MGMT8	15
Revenue Technician	N	Technical & Business Support	TBS5	25
Risk and Claims Analyst	E	Professional	PROF6	22
Risk and Safety Manager	E	Management	MGMT8	15
Safety Specialist	E	Professional	PROF7	22
Sales Coordinator	E	Professional	PROF5	22
Sales Tax Auditor	E	Professional	PROF6	22
Sales Tax Auditor Supervisor	E	Management	MGMT6	16
SCADA Process and Controls Technician I	N	Technical & Business Support	TBS9	24
SCADA Process and Controls Technician II	N	Technical & Business Support	TBS10	24
Security Operations Analyst	E	Information Technology	INFT5	11
Senior Applications Systems Administrator	E	Information Technology	INFT4	11
Senior Assistant City Attorney	E	Professional	PROF11	21

Title	Exempt or Non-Exempt	Job Family	Grade	Page
Senior Benefits Analyst	E	Professional	PROF7	21
Senior Budget Analyst	E	Professional	PROF8	21
Senior Civil Designer	N	Technical & Business Support	TBS9	24
Senior Compensation Analyst	E	Professional	PROF7	21
Senior Customer Information Specialist	N	Technical & Business Support	TBS5	25
Senior Database Administrator	E	Information Technology	INFT5	11
Senior Economic Development Specialist	E	Professional	PROF7	21
Senior GIS Analyst	E	Professional	PROF7	21
Senior Human Resources Business Partner	E	Professional	PROF7	21
Senior Human Resources Coordinator	N	Technical & Business Support	TBS7	24
Senior IT Project Manager	E	Information Technology	INFT6	11
Senior Landscape Architect	E	Professional	PROF8	21
Senior Mobile Systems Administrator	E	Information Technology	INFT4	11
Senior Network Engineer	E	Information Technology	INFT4	11
Senior Organizational Development Manager	E	Management	MGMT8	15
Senior Planner	E	Professional	PROF8	21
Senior Probation Officer	E	Professional	PROF6	22
Senior Procurement Specialist	E	Professional	PROF6	22
Senior Survey Technician	N	Technical & Business Support	TBS7	24
Senior Sustainability Coordinator	E	Professional	PROF7	21
Senior Systems Administrator	E	Information Technology	INFT4	11
Senior Technical Support Analyst	N	Technical & Business Support	TBS8	24
Service Desk Manager	E	Management	MGMT8	15
Software Developer	E	Information Technology	INFT5	11
Sous Chef / Kitchen Manager	E	Management	MGMT3	17
Special Events Associate (Ralston House)	N	Technical & Business Support	TBS6	25
Special Events Coordinator	E	Professional	PROF6	22
Speciality Application Manager	E	Management	MGMT8	15
Storeskeeper	N	Technical & Business Support	TBS5	25
Stormwater Administrator	E	Management	MGMT8	15
Stormwater Inspector I	N	Technical & Business Support	TBS7	24
Stormwater Inspector II	N	Technical & Business Support	TBS8	24
Stormwater Regulatory Analyst	E	Professional	PROF6	22
Strategic Planning and Performance Alignment Manager	E	Professional	PROF8	21
Streets Foreman	N	Labor, Trades, Crafts & Utilities	LTCU9	13
Streets Manager	E	Management	MGMT8	16
Streets Supervisor	E	Management	MGMT6	16
Streets Technician II	N	Labor, Trades, Crafts & Utilities	LTCU5	13
Streets Technician III	N	Labor, Trades, Crafts & Utilities	LTCU6	13
Streets Technician IV	N	Labor, Trades, Crafts & Utilities	LTCU7	13
Survey Crew Chief	N	Management	MGMT4	17
Survey Technician	N	Technical & Business Support	TBS6	25
Systems Administrator	E	Information Technology	INFT3	11

Title	Exempt or Non-Exempt	Job Family	Grade	Page
Systems and Administrative Manager	E	Management	MGMT6	16
Technical Support Analyst	N	Technical & Business Support	TBS7	24
Technology and Project Services Manager	E	Management	MGMT10	15
Technology Infrastructure and Operations Manager	E	Management	MGMT10	15
Traffic Crew Foreman	N	Labor, Trades, Crafts & Utilities	LTCU9	13
Traffic Engineer I	E	Professional	PROF7	21
Traffic Engineer II	E	Professional	PROF8	21
Traffic Engineer III	E	Professional	PROF9	21
Traffic Engineer IV	E	Professional	PROF10	21
Traffic Field Operations Supervisor	E	Management	MGMT6	16
Traffic Technician I	N	Labor, Trades, Crafts & Utilities	LTCU5	13
Traffic Technician II	N	Labor, Trades, Crafts & Utilities	LTCU6	13
Transportation Planner	E	Professional	PROF6	22
Utilities Business Manager	E	Management	MGMT9	15
Utility Foreman	N	Labor, Trades, Crafts & Utilities	LTCU9	13
Utility Supervisor	E	Management	MGMT6	16
Utility System Technician-Associate	N	Labor, Trades, Crafts & Utilities	LTCU5	13
Utility System Technician-Journey	N	Labor, Trades, Crafts & Utilities	LTCU6	13
Utility System Technician-Senior	N	Labor, Trades, Crafts & Utilities	LTCU7	13
VFSA Cultural Coordinator (Ralston House)	E	Professional	PROF6	22
Victim-Family Support Advocate (Ralston House)	N	Technical & Business Support	TBS7	24
Wastewater and Stormwater Manager	E	Management	MGMT8	16
Water Quality Administrator	E	Management	MGMT6	16
Water Quality Analyst	N	Technical & Business Support	TBS8	24
Water Quality Scientist	E	Professional	PROF6	22
Water Quality Technician I	N	Technical & Business Support	TBS6	25
Water Quality Technician II	N	Technical & Business Support	TBS7	24
Water Resources Administrator	E	Professional	PROF9	21
Water Resources Analyst	E	Professional	PROF6	22
Water System Manager	E	Management	MGMT8	16
Water Treatment Manager	E	Management	MGMT8	16
Web Systems Administrator	E	Information Technology	INFT3	11
SALARY SCHEDULES				
ANNUAL				27
MONTHLY				29
BI-WEEKLY				31
HOURLY				33

EXECUTIVE JOB FAMILY										
		ANNUAL			MONTHLY		BIWEEKLY		HOURLY	
TITLE	GRADE	MIN	MID	MAX	MIN	MAX	MIN	MAX	MIN	MAX
Deputy City Manager	EX4	\$ 183,468	\$ 215,800	\$ 250,864	\$15,288.97	\$20,905.32	\$7,056.45	\$8,300.02	\$ 88.21	\$ 120.61
Chief of Police	EX3	\$ 172,675	\$ 203,106	\$ 236,107	\$14,389.62	\$19,675.59	\$6,641.36	\$7,811.78	\$ 83.02	\$ 113.51
Chief Information Officer	EX2	\$ 165,240	\$ 194,360	\$ 225,940	\$13,769.97	\$18,828.32	\$6,355.37	\$7,475.39	\$ 79.44	\$ 108.62
Director of Community and Economic Development										
Director of Finance										
Director of Human Resources										
Director of Public Works										
Director of Utilities										
Director of Vibrant Community and Neighborhoods										
City Clerk	EX1	\$ 118,758	\$ 139,686	\$ 162,383	\$9,896.46	\$13,531.89	\$4,567.60	\$5,372.55	\$ 57.09	\$ 78.07

EXECUTIVE																							
ANNUAL																							
	1		2		3		4		5		6		7		8		9		10		11		12
EX1	\$ 118,758	3.75%	\$ 123,211	3.5%	\$ 127,523	3.25%	\$ 131,668	3.0%	\$ 135,618	3.0%	\$ 139,686	3.0%	\$ 143,877	3.0%	\$ 148,193	2.5%	\$ 151,898	2.5%	\$ 155,696	2.25%	\$ 159,199	2.0%	\$ 162,383
EX2	\$ 165,240	3.75%	\$ 171,436	3.5%	\$ 177,436	3.25%	\$ 183,203	3.0%	\$ 188,699	3.0%	\$ 194,360	3.0%	\$ 200,191	3.0%	\$ 206,197	2.5%	\$ 211,352	2.5%	\$ 216,635	2.25%	\$ 221,510	2.0%	\$ 225,940
EX3	\$ 172,675	3.75%	\$ 179,151	3.5%	\$ 185,421	3.25%	\$ 191,447	3.0%	\$ 197,191	3.0%	\$ 203,106	3.0%	\$ 209,199	3.0%	\$ 215,475	2.5%	\$ 220,862	2.5%	\$ 226,384	2.25%	\$ 231,478	2.0%	\$ 236,107
EX4	\$ 183,468	3.75%	\$ 190,348	3.5%	\$ 197,010	3.25%	\$ 203,413	3.0%	\$ 209,515	3.0%	\$ 215,800	3.0%	\$ 222,274	3.0%	\$ 228,943	2.5%	\$ 234,666	2.5%	\$ 240,533	2.25%	\$ 245,945	2.0%	\$ 250,864
MONTHLY																							
	1		2		3		4		5		6		7		8		9		10		11		12
EX1	\$9,896.46	3.75%	\$10,267.58	3.5%	\$10,626.94	3.25%	\$10,972.32	3.0%	\$11,301.49	3.0%	\$11,640.53	3.0%	\$11,989.75	3.0%	\$12,349.44	2.5%	\$12,658.18	2.5%	\$12,974.63	2.25%	\$13,266.56	2.0%	\$13,531.89
EX2	\$13,769.97	3.75%	\$14,286.34	3.5%	\$14,786.36	3.25%	\$15,266.92	3.0%	\$15,724.93	3.0%	\$16,196.68	3.0%	\$16,682.58	3.0%	\$17,183.05	2.5%	\$17,612.63	2.5%	\$18,052.94	2.25%	\$18,459.14	2.0%	\$18,828.32
EX3	\$14,389.62	3.75%	\$14,929.23	3.5%	\$15,451.75	3.25%	\$15,953.93	3.0%	\$16,432.55	3.0%	\$16,925.53	3.0%	\$17,433.29	3.0%	\$17,956.29	2.5%	\$18,405.20	2.5%	\$18,865.33	2.25%	\$19,289.80	2.0%	\$19,675.59
EX4	\$15,288.97	3.75%	\$15,862.30	3.5%	\$16,417.48	3.25%	\$16,951.05	3.0%	\$17,459.58	3.0%	\$17,983.37	3.0%	\$18,522.87	3.0%	\$19,078.56	2.5%	\$19,555.52	2.5%	\$20,044.41	2.25%	\$20,495.41	2.0%	\$20,905.32
BIWEEKLY																							
	1		2		3		4		5		6		7		8		9		10		11		12
EX1	\$ 4,567.60	3.75%	\$ 4,738.88	3.5%	\$ 4,904.74	3.25%	\$ 5,064.15	3.0%	\$ 5,216.07	3.0%	\$ 5,372.55	3.0%	\$ 5,533.73	3.0%	\$ 5,699.74	2.5%	\$ 5,842.24	2.5%	\$ 5,988.29	2.25%	\$ 6,123.03	2.0%	\$ 6,245.49
EX2	\$ 6,355.37	3.75%	\$ 6,593.70	3.5%	\$ 6,824.48	3.25%	\$ 7,046.27	3.0%	\$ 7,257.66	3.0%	\$ 7,475.39	3.0%	\$ 7,699.65	3.0%	\$ 7,930.64	2.5%	\$ 8,128.91	2.5%	\$ 8,332.13	2.25%	\$ 8,519.60	2.0%	\$ 8,689.99
EX3	\$ 6,641.36	3.75%	\$ 6,890.41	3.5%	\$ 7,131.58	3.25%	\$ 7,363.35	3.0%	\$ 7,584.25	3.0%	\$ 7,811.78	3.0%	\$ 8,046.13	3.0%	\$ 8,287.52	2.5%	\$ 8,494.71	2.5%	\$ 8,707.07	2.25%	\$ 8,902.98	2.0%	\$ 9,081.04
EX4	\$ 7,056.45	3.75%	\$ 7,321.06	3.5%	\$ 7,577.30	3.25%	\$ 7,823.56	3.0%	\$ 8,058.27	3.0%	\$ 8,300.02	3.0%	\$ 8,549.02	3.0%	\$ 8,805.49	2.5%	\$ 9,025.63	2.5%	\$ 9,251.27	2.25%	\$ 9,459.42	2.0%	\$ 9,648.61
HOURLY																							
	1		2		3		4		5		6		7		8		9		10		11		12
EX1	\$ 57.09496	3.75%	\$ 59.23602	3.5%	\$ 61.30929	3.25%	\$ 63.30184	3.0%	\$ 65.20089	3.0%	\$ 67.15692	3.0%	\$ 69.17163	3.0%	\$ 71.24678	2.5%	\$ 73.02795	2.5%	\$ 74.85364	2.25%	\$ 76.53785	2.0%	\$ 78.06861
EX2	\$ 79.44212	3.75%	\$ 82.42120	3.5%	\$ 85.30594	3.25%	\$ 88.07838	3.0%	\$ 90.72073	3.0%	\$ 93.44236	3.0%	\$ 96.24563	3.0%	\$ 99.13300	2.5%	\$ 101.61132	2.5%	\$ 104.15160	2.25%	\$ 106.49501	2.0%	\$ 108.62491
EX3	\$ 83.01701	3.75%	\$ 86.13015	3.5%	\$ 89.14471	3.25%	\$ 92.04191	3.0%	\$ 94.80317	3.0%	\$ 97.64726	3.0%	\$ 100.57668	3.0%	\$ 103.59398	2.5%	\$ 106.18383	2.5%	\$ 108.83843	2.25%	\$ 111.28729	2.0%	\$ 113.51304
EX4	\$ 88.20558	3.75%	\$ 91.51329	3.5%	\$ 94.71625	3.25%	\$ 97.79453	3.0%	\$ 100.72837	3.0%	\$ 103.75022	3.0%	\$ 106.86272	3.0%	\$ 110.06860	2.5%	\$ 112.82032	2.5%	\$ 115.64083	2.25%	\$ 118.24275	2.0%	\$ 120.60760

INFORMATION TECHNOLOGY JOB FAMILY										
		ANNUAL			MONTHLY		BIWEEKLY		HOURLY	
TITLE	GRADE	MIN	MID	MAX	MIN	MAX	MIN	MAX	MIN	MAX
IT Infrastructure Architect Senior IT Project Manager	INFT6	\$ 119,481	\$ 140,537	\$ 163,371	\$9,956.71	\$13,614.28	\$4,595.41	\$6,283.51	\$ 57.44	\$78.54
Data Engineer Security Operations Analyst Senior Database Administrator Software Developer	INFT5	\$ 110,426	\$ 129,886	\$ 150,990	\$9,202.14	\$12,582.51	\$4,247.14	\$5,807.31	\$ 53.09	\$72.59
Cloud Systems Administrator Senior Applications Systems Administrator Senior Mobile Systems Administrator Senior Network Engineer Senior Systems Administrator	INFT4	\$ 102,057	\$ 120,043	\$ 139,547	\$8,504.75	\$11,628.94	\$3,925.27	\$5,367.20	\$ 49.07	\$ 67.09
Applications Systems Administrator Associate Data Scientist GIS Application Systems Administrator IT Business Analyst Mobile Systems Administrator Radio Communications Administrator Systems Administrator Web Systems Administrator	INFT3	\$ 94,323	\$ 110,945	\$ 128,972	\$7,860.21	\$10,747.63	\$3,627.79	\$4,960.45	\$ 45.35	\$ 62.01
Analytics and Business Intelligence Developer IT Project Manager	INFT2	\$ 87,174	\$ 102,537	\$ 119,197	\$7,264.52	\$9,933.12	\$3,352.86	\$4,584.52	\$ 41.91	\$ 57.31
Mobile Systems Specialist	INFT1	\$ 80,568	\$ 94,766	\$ 110,164	\$6,713.97	\$9,180.33	\$3,098.76	\$4,237.07	\$ 38.73	\$ 52.96

INFORMATION TECHNOLOGY

ANNUAL																							
	1		2		3		4		5		6		7		8		9		10		11		12
INFT1	\$ 80,568	3.75%	\$ 83,589	3.5%	\$ 86,515	3.25%	\$ 89,326	3.0%	\$ 92,006	3.0%	\$ 94,766	3.0%	\$ 97,609	3.0%	\$ 100,538	2.5%	\$ 103,051	2.5%	\$ 105,627	2.25%	\$ 108,004	2.0%	\$ 110,164
INFT2	\$ 87,174	3.75%	\$ 90,443	3.5%	\$ 93,609	3.25%	\$ 96,651	3.0%	\$ 99,551	3.0%	\$ 102,537	3.0%	\$ 105,613	3.0%	\$ 108,782	2.5%	\$ 111,501	2.5%	\$ 114,289	2.25%	\$ 116,860	2.0%	\$ 119,197
INFT3	\$ 94,323	3.75%	\$ 97,860	3.5%	\$ 101,285	3.25%	\$ 104,576	3.0%	\$ 107,714	3.0%	\$ 110,945	3.0%	\$ 114,274	3.0%	\$ 117,702	2.5%	\$ 120,644	2.5%	\$ 123,660	2.25%	\$ 126,443	2.0%	\$ 128,972
INFT4	\$ 102,057	3.75%	\$ 105,884	3.5%	\$ 109,590	3.25%	\$ 113,152	3.0%	\$ 116,546	3.0%	\$ 120,043	3.0%	\$ 123,644	3.0%	\$ 127,353	2.5%	\$ 130,537	2.5%	\$ 133,801	2.25%	\$ 136,811	2.0%	\$ 139,547
INFT5	\$ 110,426	3.75%	\$ 114,567	3.5%	\$ 118,576	3.25%	\$ 122,430	3.0%	\$ 126,103	3.0%	\$ 129,886	3.0%	\$ 133,783	3.0%	\$ 137,796	2.5%	\$ 141,241	2.5%	\$ 144,772	2.25%	\$ 148,030	2.0%	\$ 150,990
INFT6	\$ 119,481	3.75%	\$ 123,961	3.5%	\$ 128,300	3.25%	\$ 132,469	3.0%	\$ 136,444	3.0%	\$ 140,537	3.0%	\$ 144,753	3.0%	\$ 149,096	2.5%	\$ 152,823	2.5%	\$ 156,643	2.25%	\$ 160,168	2.0%	\$ 163,371

MONTHLY																							
	1		2		3		4		5		6		7		8		9		10		11		12
INFT1	\$6,713.97	3.75%	\$6,965.75	3.5%	\$7,209.55	3.25%	\$7,443.86	3.0%	\$7,667.17	3.0%	\$7,897.19	3.0%	\$8,134.11	3.0%	\$8,378.13	2.5%	\$8,587.58	2.5%	\$8,802.27	2.25%	\$9,000.32	2.0%	\$9,180.33
INFT2	\$7,264.52	3.75%	\$7,536.94	3.5%	\$7,800.73	3.25%	\$8,054.26	3.0%	\$8,295.88	3.0%	\$8,544.76	3.0%	\$8,801.10	3.0%	\$9,065.14	2.5%	\$9,291.76	2.5%	\$9,524.06	2.25%	\$9,738.35	2.0%	\$9,933.12
INFT3	\$7,860.21	3.75%	\$8,154.97	3.5%	\$8,440.39	3.25%	\$8,714.70	3.0%	\$8,976.15	3.0%	\$9,245.43	3.0%	\$9,522.79	3.0%	\$9,808.48	2.5%	\$10,053.69	2.5%	\$10,305.03	2.25%	\$10,536.89	2.0%	\$10,747.63
INFT4	\$8,504.75	3.75%	\$8,823.68	3.5%	\$9,132.50	3.25%	\$9,429.31	3.0%	\$9,712.19	3.0%	\$10,003.56	3.0%	\$10,303.66	3.0%	\$10,612.77	2.5%	\$10,878.09	2.5%	\$11,150.04	2.25%	\$11,400.92	2.0%	\$11,628.94
INFT5	\$9,202.14	3.75%	\$9,547.22	3.5%	\$9,881.37	3.25%	\$10,202.51	3.0%	\$10,508.59	3.0%	\$10,823.85	3.0%	\$11,148.56	3.0%	\$11,483.02	2.5%	\$11,770.09	2.5%	\$12,064.35	2.25%	\$12,335.79	2.0%	\$12,582.51
INFT6	\$9,956.71	3.75%	\$10,330.09	3.5%	\$10,691.64	3.25%	\$11,039.12	3.0%	\$11,370.29	3.0%	\$11,711.40	3.0%	\$12,062.74	3.0%	\$12,424.63	2.5%	\$12,735.24	2.5%	\$13,053.62	2.25%	\$13,347.33	2.0%	\$13,614.28

BIWEEKLY																							
	1		2		3		4		5		6		7		8		9		10		11		12
INFT1	\$ 3,098.76	3.75%	\$ 3,214.96	3.5%	\$ 3,327.48	3.25%	\$ 3,435.63	3.0%	\$ 3,538.70	3.0%	\$ 3,644.86	3.0%	\$ 3,754.20	3.0%	\$ 3,866.83	2.5%	\$ 3,963.50	2.5%	\$ 4,062.59	2.25%	\$ 4,154.00	2.0%	\$ 4,237.07
INFT2	\$ 3,352.86	3.75%	\$ 3,478.59	3.5%	\$ 3,600.34	3.25%	\$ 3,717.35	3.0%	\$ 3,828.87	3.0%	\$ 3,943.74	3.0%	\$ 4,062.05	3.0%	\$ 4,183.91	2.5%	\$ 4,288.51	2.5%	\$ 4,395.72	2.25%	\$ 4,494.62	2.0%	\$ 4,584.52
INFT3	\$ 3,627.79	3.75%	\$ 3,763.83	3.5%	\$ 3,895.57	3.25%	\$ 4,022.17	3.0%	\$ 4,142.84	3.0%	\$ 4,267.12	3.0%	\$ 4,395.14	3.0%	\$ 4,526.99	2.5%	\$ 4,640.16	2.5%	\$ 4,756.17	2.25%	\$ 4,863.18	2.0%	\$ 4,960.45
INFT4	\$ 3,925.27	3.75%	\$ 4,072.47	3.5%	\$ 4,215.00	3.25%	\$ 4,351.99	3.0%	\$ 4,482.55	3.0%	\$ 4,617.03	3.0%	\$ 4,755.54	3.0%	\$ 4,898.20	2.5%	\$ 5,020.66	2.5%	\$ 5,146.17	2.25%	\$ 5,261.96	2.0%	\$ 5,367.20
INFT5	\$ 4,247.14	3.75%	\$ 4,406.41	3.5%	\$ 4,560.63	3.25%	\$ 4,708.85	3.0%	\$ 4,850.12	3.0%	\$ 4,995.62	3.0%	\$ 5,145.49	3.0%	\$ 5,299.85	2.5%	\$ 5,432.35	2.5%	\$ 5,568.16	2.25%	\$ 5,693.44	2.0%	\$ 5,807.31
INFT6	\$ 4,595.41	3.75%	\$ 4,767.73	3.5%	\$ 4,934.60	3.25%	\$ 5,094.98	3.0%	\$ 5,247.83	3.0%	\$ 5,405.26	3.0%	\$ 5,567.42	3.0%	\$ 5,734.44	2.5%	\$ 5,877.80	2.5%	\$ 6,024.75	2.25%	\$ 6,160.31	2.0%	\$ 6,283.51

HOURLY																							
	1		2		3		4		5		6		7		8		9		10		11		12
INFT1	\$ 38.73446	3.75%	\$ 40.18700	3.5%	\$ 41.59355	3.25%	\$ 42.94534	3.0%	\$ 44.23370	3.0%	\$ 45.56071	3.0%	\$ 46.92753	3.0%	\$ 48.33536	2.5%	\$ 49.54374	2.5%	\$ 50.78234	2.25%	\$ 51.92494	2.0%	\$ 52.96344
INFT2	\$ 41.91069	3.75%	\$ 43.48234	3.5%	\$ 45.00422	3.25%	\$ 46.46686	3.0%	\$ 47.86086	3.0%	\$ 49.29669	3.0%	\$ 50.77559	3.0%	\$ 52.29886	2.5%	\$ 53.60633	2.5%	\$ 54.94649	2.25%	\$ 56.18278	2.0%	\$ 57.30644
INFT3	\$ 45.34736	3.75%	\$ 47.04789	3.5%	\$ 48.69457	3.25%	\$ 50.27714	3.0%	\$ 51.78545	3.0%	\$ 53.33902	3.0%	\$ 54.93919	3.0%	\$ 56.58736	2.5%	\$ 58.00205	2.5%	\$ 59.45210	2.25%	\$ 60.78977	2.0%	\$ 62.00557
INFT4	\$ 49.06585	3.75%	\$ 50.90582	3.5%	\$ 52.68752	3.25%	\$ 54.39987	3.0%	\$ 56.03186	3.0%	\$ 57.71282	3.0%	\$ 59.44420	3.0%	\$ 61.22753	2.5%	\$ 62.75822	2.5%	\$ 64.32717	2.25%	\$ 65.77453	2.0%	\$ 67.09002
INFT5	\$ 53.08925	3.75%	\$ 55.08009	3.5%	\$ 57.00790	3.25%	\$ 58.86065	3.0%	\$ 60.62647	3.0%	\$ 62.44527	3.0%	\$ 64.31863	3.0%	\$ 66.24819	2.5%	\$ 67.90439	2.5%	\$ 69.60200	2.25%	\$ 71.16804	2.0%	\$ 72.59141
INFT6	\$ 57.44257	3.75%	\$ 59.59666	3.5%	\$ 61.68255	3.25%	\$ 63.68723	3.0%	\$ 65.59785	3.0%	\$ 67.56578	3.0%	\$ 69.59275	3.0%	\$ 71.68054	2.5%	\$ 73.47255	2.5%	\$ 75.30936	2.25%	\$ 77.00382	2.0%	\$ 78.54390

LABOR, TRADES, CRAFTS AND UTILITIES JOB FAMILY										
		ANNUAL			MONTHLY		BIWEEKLY		HOURLY	
TITLE	GRADE	MIN	MID	MAX	MIN	MAX	MIN	MAX	MIN	MAX
Electro Mechanical Technician Lead Master Fleet Technician Streets Foreman Traffic Crew Foreman Utility Foreman	LTCU9	\$ 70,010	\$ 82,348	\$ 95,727	\$5,834.13	\$7,977.28	\$2,692.68	\$3,681.82	\$ 33.66	\$ 46.02
Master Fleet Technician Parks Maintenance Leadworker Parks Maintenance Leadworker-Irrigation Plant Operator A	LTCU8	\$ 63,507	\$ 74,698	\$ 86,835	\$5,292.21	\$7,236.29	\$2,442.56	\$3,339.82	\$ 30.53	\$ 41.75
Fleet Equipment Technician Golf Course Equipment Specialist Plant Operator B Streets Technician IV Utility System Technician - Senior	LTCU7	\$ 57,608	\$ 67,760	\$ 78,769	\$4,800.63	\$6,564.12	\$2,215.67	\$3,029.59	\$ 27.70	\$ 37.87
Building Craftworker Fleet Lube Technician Forestry Technician Golf Course Computerized Irrigation Technician Lead Parts Specialist Plant Operator C Parks Worker III Parks Worker III - Irrigation Streets Technician III Traffic Technician II Utility System Technician - Journey	LTCU6	\$ 52,256	\$ 61,466	\$ 71,453	\$4,354.70	\$5,954.39	\$2,009.86	\$2,748.18	\$ 25.12	\$ 34.35
Craftworker Golf Course Maintenance Worker Parks Worker II Parts Specialist Plant Operator D Streets Technician II Traffic Technician I Utility System Technician -Associate	LTCU5	\$ 47,402	\$ 55,756	\$ 64,816	\$3,950.20	\$5,401.30	\$1,823.17	\$2,492.91	\$ 22.79	\$ 31.16
Building Maintenance Worker	LTCU4	\$ 42,999	\$ 50,577	\$ 58,795	\$3,583.28	\$4,899.58	\$1,653.82	\$2,261.34	\$ 20.67	\$ 28.27
Custodian Municipal Services Worker	LTCU3	\$ 39,005	\$ 45,879	\$ 53,334	\$3,250.43	\$4,444.47	\$1,500.20	\$2,051.29	\$ 18.75	\$ 25.64

LABOR, TRADES, CRAFTS AND UTILITIES

ANNUAL																							
	1		2		3		4		5		6		7		8		9		10		11		12
LTCU1	\$ 32,095	3.75%	\$ 33,299	3.5%	\$ 34,465	3.25%	\$ 35,585	3.0%	\$ 36,652	3.0%	\$ 37,752	3.0%	\$ 38,884	3.0%	\$ 40,051	2.5%	\$ 41,052	2.5%	\$ 42,078	2.25%	\$ 43,025	2.0%	\$ 43,886
LTCU2	\$ 35,382	3.75%	\$ 36,709	3.5%	\$ 37,994	3.25%	\$ 39,228	3.0%	\$ 40,405	3.0%	\$ 41,618	3.0%	\$ 42,866	3.0%	\$ 44,152	2.5%	\$ 45,256	2.5%	\$ 46,387	2.25%	\$ 47,431	2.0%	\$ 48,380
LTCU3	\$ 39,005	3.75%	\$ 40,468	3.5%	\$ 41,884	3.25%	\$ 43,245	3.0%	\$ 44,543	3.0%	\$ 45,879	3.0%	\$ 47,256	3.0%	\$ 48,673	2.5%	\$ 49,890	2.5%	\$ 51,137	2.25%	\$ 52,288	2.0%	\$ 53,334
LTCU4	\$ 42,999	3.75%	\$ 44,612	3.5%	\$ 46,173	3.25%	\$ 47,674	3.0%	\$ 49,104	3.0%	\$ 50,577	3.0%	\$ 52,094	3.0%	\$ 53,657	2.5%	\$ 54,999	2.5%	\$ 56,374	2.25%	\$ 57,642	2.0%	\$ 58,795
LTCU5	\$ 47,402	3.75%	\$ 49,180	3.5%	\$ 50,901	3.25%	\$ 52,556	3.0%	\$ 54,132	3.0%	\$ 55,756	3.0%	\$ 57,429	3.0%	\$ 59,152	2.5%	\$ 60,631	2.5%	\$ 62,146	2.25%	\$ 63,545	2.0%	\$ 64,816
LTCU6	\$ 52,256	3.75%	\$ 54,216	3.5%	\$ 56,114	3.25%	\$ 57,937	3.0%	\$ 59,675	3.0%	\$ 61,466	3.0%	\$ 63,310	3.0%	\$ 65,209	2.5%	\$ 66,839	2.5%	\$ 68,510	2.25%	\$ 70,052	2.0%	\$ 71,453
LTCU7	\$ 57,608	3.75%	\$ 59,768	3.5%	\$ 61,860	3.25%	\$ 63,870	3.0%	\$ 65,786	3.0%	\$ 67,760	3.0%	\$ 69,793	3.0%	\$ 71,886	2.5%	\$ 73,684	2.5%	\$ 75,526	2.25%	\$ 77,225	2.0%	\$ 78,769
LTCU8	\$ 63,507	3.75%	\$ 65,888	3.5%	\$ 68,194	3.25%	\$ 70,410	3.0%	\$ 72,523	3.0%	\$ 74,698	3.0%	\$ 76,939	3.0%	\$ 79,248	2.5%	\$ 81,229	2.5%	\$ 83,259	2.25%	\$ 85,133	2.0%	\$ 86,835
LTCU9	\$ 70,010	3.75%	\$ 72,635	3.5%	\$ 75,177	3.25%	\$ 77,620	3.0%	\$ 79,949	3.0%	\$ 82,348	3.0%	\$ 84,818	3.0%	\$ 87,362	2.5%	\$ 89,547	2.5%	\$ 91,785	2.25%	\$ 93,850	2.0%	\$ 95,727

MONTHLY																							
	1		2		3		4		5		6		7		8		9		10		11		12
LTCU1	\$2,674.62	3.75%	\$2,774.92	3.5%	\$2,872.04	3.25%	\$2,965.39	3.0%	\$3,054.35	3.0%	\$3,145.98	3.0%	\$3,240.36	3.0%	\$3,337.57	2.5%	\$3,421.01	2.5%	\$3,506.53	2.25%	\$3,585.43	2.0%	\$3,657.14
LTCU2	\$2,948.50	3.75%	\$3,059.07	3.5%	\$3,166.14	3.25%	\$3,269.04	3.0%	\$3,367.11	3.0%	\$3,468.13	3.0%	\$3,572.17	3.0%	\$3,679.33	2.5%	\$3,771.32	2.5%	\$3,865.60	2.25%	\$3,952.58	2.0%	\$4,031.63
LTCU3	\$3,250.43	3.75%	\$3,372.32	3.5%	\$3,490.35	3.25%	\$3,603.79	3.0%	\$3,711.90	3.0%	\$3,823.26	3.0%	\$3,937.96	3.0%	\$4,056.10	2.5%	\$4,157.50	2.5%	\$4,261.44	2.25%	\$4,357.32	2.0%	\$4,444.47
LTCU4	\$3,583.28	3.75%	\$3,717.65	3.5%	\$3,847.77	3.25%	\$3,972.82	3.0%	\$4,092.00	3.0%	\$4,214.76	3.0%	\$4,341.21	3.0%	\$4,471.44	2.5%	\$4,583.23	2.5%	\$4,697.81	2.25%	\$4,803.51	2.0%	\$4,899.58
LTCU5	\$3,950.20	3.75%	\$4,098.34	3.5%	\$4,241.78	3.25%	\$4,379.64	3.0%	\$4,511.02	3.0%	\$4,646.36	3.0%	\$4,785.75	3.0%	\$4,929.32	2.5%	\$5,052.55	2.5%	\$5,178.86	2.25%	\$5,295.39	2.0%	\$5,401.30
LTCU6	\$4,354.70	3.75%	\$4,518.01	3.5%	\$4,676.14	3.25%	\$4,828.11	3.0%	\$4,972.95	3.0%	\$5,122.14	3.0%	\$5,275.81	3.0%	\$5,434.08	2.5%	\$5,569.93	2.5%	\$5,709.18	2.25%	\$5,837.64	2.0%	\$5,954.39
LTCU7	\$4,800.63	3.75%	\$4,980.65	3.5%	\$5,154.97	3.25%	\$5,322.51	3.0%	\$5,482.18	3.0%	\$5,646.65	3.0%	\$5,816.05	3.0%	\$5,990.53	2.5%	\$6,140.29	2.5%	\$6,293.80	2.25%	\$6,435.41	2.0%	\$6,564.12
LTCU8	\$5,292.21	3.75%	\$5,490.67	3.5%	\$5,682.84	3.25%	\$5,867.53	3.0%	\$6,043.56	3.0%	\$6,224.87	3.0%	\$6,411.61	3.0%	\$6,603.96	2.5%	\$6,769.06	2.5%	\$6,938.29	2.25%	\$7,094.40	2.0%	\$7,236.29
LTCU9	\$5,834.13	3.75%	\$6,052.91	3.5%	\$6,264.76	3.25%	\$6,468.37	3.0%	\$6,662.42	3.0%	\$6,862.29	3.0%	\$7,068.16	3.0%	\$7,280.21	2.5%	\$7,462.21	2.5%	\$7,648.77	2.25%	\$7,820.86	2.0%	\$7,977.28

BIWEEKLY																							
	1		2		3		4		5		6		7		8		9		10		11		12
LTCU1	\$ 1,234.44	3.75%	\$ 1,280.73	3.5%	\$ 1,325.56	3.25%	\$ 1,368.64	3.0%	\$ 1,409.70	3.0%	\$ 1,451.99	3.0%	\$ 1,495.55	3.0%	\$ 1,540.42	2.5%	\$ 1,578.93	2.5%	\$ 1,618.40	2.25%	\$ 1,654.81	2.0%	\$ 1,687.91
LTCU2	\$ 1,360.85	3.75%	\$ 1,411.88	3.5%	\$ 1,461.30	3.25%	\$ 1,508.79	3.0%	\$ 1,554.05	3.0%	\$ 1,600.67	3.0%	\$ 1,648.69	3.0%	\$ 1,698.15	2.5%	\$ 1,740.61	2.5%	\$ 1,784.12	2.25%	\$ 1,824.27	2.0%	\$ 1,860.75
LTCU3	\$ 1,500.20	3.75%	\$ 1,556.46	3.5%	\$ 1,610.93	3.25%	\$ 1,663.29	3.0%	\$ 1,713.19	3.0%	\$ 1,764.58	3.0%	\$ 1,817.52	3.0%	\$ 1,872.05	2.5%	\$ 1,918.85	2.5%	\$ 1,966.82	2.25%	\$ 2,011.07	2.0%	\$ 2,051.29
LTCU4	\$ 1,653.82	3.75%	\$ 1,715.84	3.5%	\$ 1,775.89	3.25%	\$ 1,833.61	3.0%	\$ 1,888.62	3.0%	\$ 1,945.28	3.0%	\$ 2,003.63	3.0%	\$ 2,063.74	2.5%	\$ 2,115.34	2.5%	\$ 2,168.22	2.25%	\$ 2,217.00	2.0%	\$ 2,261.34
LTCU5	\$ 1,823.17	3.75%	\$ 1,891.54	3.5%	\$ 1,957.74	3.25%	\$ 2,021.37	3.0%	\$ 2,082.01	3.0%	\$ 2,144.47	3.0%	\$ 2,208.81	3.0%	\$ 2,275.07	2.5%	\$ 2,331.95	2.5%	\$ 2,390.25	2.25%	\$ 2,444.03	2.0%	\$ 2,492.91
LTCU6	\$ 2,009.86	3.75%	\$ 2,085.23	3.5%	\$ 2,158.22	3.25%	\$ 2,228.36	3.0%	\$ 2,295.21	3.0%	\$ 2,364.07	3.0%	\$ 2,434.99	3.0%	\$ 2,508.04	2.5%	\$ 2,570.74	2.5%	\$ 2,635.01	2.25%	\$ 2,694.29	2.0%	\$ 2,748.18
LTCU7	\$ 2,215.67	3.75%	\$ 2,298.76	3.5%	\$ 2,379.22	3.25%	\$ 2,456.54	3.0%	\$ 2,530.24	3.0%	\$ 2,606.15	3.0%	\$ 2,684.33	3.0%	\$ 2,764.86	2.5%	\$ 2,833.98	2.5%	\$ 2,904.83	2.25%	\$ 2,970.19	2.0%	\$ 3,029.59
LTCU8	\$ 2,442.56	3.75%	\$ 2,534.15	3.5%	\$ 2,622.85	3.25%	\$ 2,708.09	3.0%	\$ 2,789.34	3.0%	\$ 2,873.02	3.0%	\$ 2,959.21	3.0%	\$ 3,047.98	2.5%	\$ 3,124.18	2.5%	\$ 3,202.29	2.25%	\$ 3,274.34	2.0%	\$ 3,339.82
LTCU9	\$ 2,692.68	3.75%	\$ 2,793.65	3.5%	\$ 2,891.43	3.25%	\$ 2,985.40	3.0%	\$ 3,074.96	3.0%	\$ 3,167.21	3.0%	\$ 3,262.23	3.0%	\$ 3,360.10	2.5%	\$ 3,444.10	2.5%	\$ 3,530.20	2.25%	\$ 3,609.63	2.0%	\$ 3,681.82

HOURLY																							
	1		2		3		4		5		6		7		8		9		10		11		12
LTCU1	\$ 15.43052	3.75%	\$ 16.00916	3.5%	\$ 16.56948	3.25%	\$ 17.10799	3.0%	\$ 17.62123	3.0%	\$ 18.14987	3.0%	\$ 18.69436	3.0%	\$ 19.25520	2.5%	\$ 19.73658	2.5%	\$ 20.22999	2.25%	\$ 20.68516	2.0%	\$ 21.09887
LTCU2	\$ 17.01060	3.75%	\$ 17.64850	3.5%	\$ 18.26620	3.25%	\$ 18.85985	3.0%	\$ 19.42565	3.0%	\$ 20.00842	3.0%	\$ 20.60867	3.0%	\$ 21.22693	2.5%	\$ 21.75760	2.5%	\$ 22.30154	2.25%	\$ 22.80333	2.0%	\$ 23.25939
LTCU3	\$ 18.75249	3.75%	\$ 19.45571	3.5%	\$ 20.13666	3.25%	\$ 20.79110	3.0%	\$ 21.41483	3.0%	\$ 22.05728	3.0%	\$ 22.71900	3.0%	\$ 23.40057	2.5%	\$ 23.98558	2.5%	\$ 24.58522	2.25%	\$ 25.13839	2.0%	\$ 25.64115
LTCU4	\$ 20.67274	3.75%	\$ 21.44797	3.5%	\$ 22.19865	3.25%	\$ 22.92011	3.0%	\$ 23.60771	3.0%	\$ 24.31594	3.0%	\$ 25.04542	3.0%	\$ 25.79678	2.5%	\$ 26.44170	2.5%	\$ 27.10275	2.25%	\$ 27.71256	2.0%	\$ 28.26681
LTCU5	\$ 22.78963	3.75%	\$ 23.64424	3.5%	\$ 24.47179	3.25%	\$ 25.26713	3.0%	\$ 26.02514	3.0%	\$ 26.80589	3.0%	\$ 27.61007	3.0%	\$ 28.43837	2.5%	\$ 29.14933	2.5%	\$ 29.87807	2.25%	\$ 30.55032	2.0%	\$ 31.16133
LTCU6	\$ 25.12329	3.75%	\$ 26.06542	3.5%	\$ 26.97770	3.25%	\$ 27.85448	3.0%	\$ 28.69011	3.0%	\$ 29.55082	3.0%	\$ 30.43734	3.0%	\$ 31.35046	2.5%	\$ 32.13422	2.5%	\$ 32.93758	2.25%	\$ 33.67868	2.0%	\$ 34.35225
LTCU7	\$ 27.69592	3.75%	\$ 28.73451	3.5%	\$ 29.74022	3.25%	\$ 30.70678	3.0%	\$ 31.62798	3.0%	\$ 32.57682	3.0%	\$ 33.55413	3.0%	\$ 34.56075	2.5%	\$ 35.42477	2.5%	\$ 36.31039	2.25%	\$ 37.12737	2.0%	\$ 37.86992
LTCU8	\$ 30.53198	3.75%	\$ 31.67693	3.5%	\$ 32.78562	3.25%	\$ 33.85115	3.0%	\$ 34.86669	3.0%	\$ 35.91269	3.0%	\$ 36.99007	3.0%	\$ 38.09977	2.5%	\$ 39.05227	2.5%	\$ 40.02857	2.25%	\$ 40.92922	2.0%	\$ 41.74780
LTCU9	\$ 33.65845	3.75%	\$ 34.92065	3.5%	\$ 36.14287	3.25%	\$ 37.31751	3.0%	\$ 38.43704	3.0%	\$ 39.59015	3.0%	\$ 40.77785	3.0%	\$ 42.00119	2.5%	\$ 43.05122	2.5%	\$ 44.12750	2.25%	\$ 45.12037	2.0%	\$ 46.02277

MANAGEMENT JOB FAMILY										
		ANNUAL			MONTHLY		BIWEEKLY		HOURLY	
TITLE	GRADE	MIN	MID	MAX	MIN	MAX	MIN	MAX	MIN	MAX
Deputy City Attorney	MGMT13	\$ 146,993	\$ 172,898	\$ 200,990	\$12,249.41	\$16,749.19	\$ 5,653.57	\$7,730.40	\$ 70.67	\$ 96.63
City Engineer	MGMT12	\$ 139,993	\$ 164,665	\$ 191,419	\$11,666.11	\$15,951.61	\$ 5,384.36	\$7,362.28	\$ 67.30	\$ 92.03
Assistant City Engineer	MGMT11	\$ 132,069	\$ 155,344	\$ 180,584	\$11,005.76	\$15,048.69	\$ 5,079.58	\$6,945.55	\$ 63.49	\$ 86.82
Chief Information Security Officer	MGMT10	\$ 124,594	\$ 146,551	\$ 170,363	\$10,382.79	\$14,196.88	\$ 4,792.06	\$6,552.40	\$ 59.90	\$ 81.91
Deputy Director of AURA										
Deputy Director of Finance										
Deputy Director of Vibrant Community and Neighborhoods										
Engineering Manager										
Engineering Manager - City Traffic Engineer										
Manager of City Planning and Development										
Technology Infrastructure and Operations Manager										
Technology and Project Services Manager										
Chief Building Official	MGMT9	\$ 113,000	\$ 132,914	\$ 154,510	\$9,416.65	\$12,875.82	\$ 4,346.14	\$5,942.69	\$ 54.33	\$ 74.28
Controller										
Court Administrator										
Data & Analytics Manager										
Director of Communication and Engagement										
Manager of City Facilities										
Utilities Business Manager										
Chief Surveyor	MGMT8	\$ 104,872	\$ 123,354	\$ 143,397	\$8,739.35	\$11,949.72	\$ 4,033.54	\$5,515.25	\$ 50.42	\$ 68.94
Customer Information Manager										
Economic Development Manager										
Executive Director Ralston House										
Fleet Manager										
GIS Manager										
Golf Course Manager										
Human Resources Manager										
Housing Manager										
Manager of Golf Course Operations										
Manager of Traffic Operations and Maintenance										
Mobility Planning and Innovation Manager										
Parks and Urban Design Manager										
Parks Manager										
Police Operations Manager										
Purchasing Manager										
Revenue Manager										
Risk and Safety Manager										
Senior Organizational Development Manager										
Service Desk Manager (IT)										
Speciality Application Manager										
Stormwater Administrator										

MANAGEMENT JOB FAMILY										
		ANNUAL			MONTHLY		BIWEEKLY		HOURLY	
TITLE	GRADE	MIN	MID	MAX	MIN	MAX	MIN	MAX	MIN	MAX
Streets Manager	MGMT8	\$ 104,872	\$ 123,354	\$ 143,397	\$ 8,739.35	\$ 11,949.72	\$ 4,033.54	\$ 5,515.25	\$ 50.42	\$ 68.94
Wastewater and Stormwater Manager										
Water System Manager										
Water Treatment Manager										
Assistant Manager of City Facilities	MGMT7	\$ 95,114	\$ 111,876	\$ 130,053	\$7,926.13	\$10,837.76	\$ 3,658.21	\$5,002.04	\$ 45.73	\$ 62.53
Food and Beverage Manager										
Pavement Manager										
Plant Supervisor - SCADA										
Accounting Supervisor	MGMT6	\$ 86,263	\$ 101,465	\$ 117,951	\$7,188.58	\$9,829.28	\$ 3,317.80	\$4,536.59	\$ 41.47	\$ 56.71
Construction and Inspection Supervisor										
Construction and Maintenance Supervisor										
Customer Information Supervisor										
Deputy Building Official										
Law Office Administrator										
Operations Supervisor										
Payroll Supervisor										
Ralston House Manager										
Sales Tax Auditor Supervisor										
Streets Supervisor										
Systems and Administrative Manager										
Traffic Field Operations Supervisor										
Utility Supervisor										
Water Quality Administrator										
Assistant Fleet Manager	MGMT5	\$ 78,236	\$ 92,024	\$ 106,976	\$6,519.66	\$8,914.64	\$ 3,009.07	\$4,114.45	\$ 37.61	\$ 51.43
Chief Plant Operator										
City Forester										
Computerized Irrigation Supervisor										
Deputy Court Administrator										
Development Manager (Ralston House)										
Golf Course Superintendent										
Housing Choice Voucher Program Supervisor										
Irrigation Crew Supervisor										
Media Services Manager										
Nature Center Director										
Neighborhood Services Supervisor										
Parks Program Manager										
Parks Supervisor										
Police Evidence Supervisor										
Police Records Supervisor										
Police Operations Supervisor										

MANAGEMENT JOB FAMILY										
		ANNUAL			MONTHLY		BIWEEKLY		HOURLY	
TITLE	GRADE	MIN	MID	MAX	MIN	MAX	MIN	MAX	MIN	MAX
Building Maintenance Leadworker	MGMT4	\$ 69,346	\$ 81,567	\$ 94,820	\$5,778.82	\$7,901.64	\$ 2,667.15	\$3,646.91	\$ 33.34	\$ 45.59
Head Golf Professional										
Survey Crew Chief										
Administrative Supervisor	MGMT3	\$ 62,893	\$ 73,977	\$ 85,996	\$5,241.08	\$7,166.37	\$ 2,418.96	\$3,307.56	\$ 30.24	\$ 41.34
Restaurant Manager										
Sous Chef /Kitchen Manager										

MANAGEMENT																							
ANNUAL																							
	1		2		3		4		5		6		7		8		9		10		11		12
MGMT2	\$ 57,041	3.75%	\$ 59,180	3.5%	\$ 61,251	3.25%	\$ 63,242	3.0%	\$ 65,139	3.0%	\$ 67,093	3.0%	\$ 69,106	3.0%	\$ 71,179	2.5%	\$ 72,958	2.5%	\$ 74,782	2.25%	\$ 76,465	2.0%	\$ 77,994
MGMT3	\$ 62,893	3.75%	\$ 65,251	3.5%	\$ 67,535	3.25%	\$ 69,730	3.0%	\$ 71,822	3.0%	\$ 73,977	3.0%	\$ 76,196	3.0%	\$ 78,482	2.5%	\$ 80,444	2.5%	\$ 82,455	2.25%	\$ 84,310	2.0%	\$ 85,996
MGMT4	\$ 69,346	3.75%	\$ 71,946	3.5%	\$ 74,464	3.25%	\$ 76,884	3.0%	\$ 79,191	3.0%	\$ 81,567	3.0%	\$ 84,014	3.0%	\$ 86,534	2.5%	\$ 88,698	2.5%	\$ 90,915	2.25%	\$ 92,961	2.0%	\$ 94,820
MGMT5	\$ 78,236	3.75%	\$ 81,170	3.5%	\$ 84,011	3.25%	\$ 86,741	3.0%	\$ 89,343	3.0%	\$ 92,024	3.0%	\$ 94,784	3.0%	\$ 97,628	2.5%	\$ 100,069	2.5%	\$ 102,570	2.25%	\$ 104,878	2.0%	\$ 106,976
MGMT6	\$ 86,263	3.75%	\$ 89,498	3.5%	\$ 92,630	3.25%	\$ 95,641	3.0%	\$ 98,510	3.0%	\$ 101,465	3.0%	\$ 104,509	3.0%	\$ 107,644	2.5%	\$ 110,336	2.5%	\$ 113,094	2.25%	\$ 115,639	2.0%	\$ 117,951
MGMT7	\$ 95,114	3.75%	\$ 98,680	3.5%	\$ 102,134	3.25%	\$ 105,453	3.0%	\$ 108,617	3.0%	\$ 111,876	3.0%	\$ 115,232	3.0%	\$ 118,689	2.5%	\$ 121,656	2.5%	\$ 124,697	2.25%	\$ 127,503	2.0%	\$ 130,053
MGMT8	\$ 104,872	3.75%	\$ 108,805	3.5%	\$ 112,613	3.25%	\$ 116,273	3.0%	\$ 119,761	3.0%	\$ 123,354	3.0%	\$ 127,055	3.0%	\$ 130,866	2.5%	\$ 134,138	2.5%	\$ 137,491	2.25%	\$ 140,585	2.0%	\$ 143,397
MGMT9	\$ 113,000	3.75%	\$ 117,237	3.5%	\$ 121,341	3.25%	\$ 125,284	3.0%	\$ 129,043	3.0%	\$ 132,914	3.0%	\$ 136,901	3.0%	\$ 141,008	2.5%	\$ 144,534	2.5%	\$ 148,147	2.25%	\$ 151,480	2.0%	\$ 154,510
MGMT10	\$ 124,594	3.75%	\$ 129,266	3.5%	\$ 133,790	3.25%	\$ 138,138	3.0%	\$ 142,282	3.0%	\$ 146,551	3.0%	\$ 150,947	3.0%	\$ 155,476	2.5%	\$ 159,363	2.5%	\$ 163,347	2.25%	\$ 167,022	2.0%	\$ 170,363
MGMT11	\$ 132,069	3.75%	\$ 137,022	3.5%	\$ 141,817	3.25%	\$ 146,427	3.0%	\$ 150,819	3.0%	\$ 155,344	3.0%	\$ 160,004	3.0%	\$ 164,804	2.5%	\$ 168,924	2.5%	\$ 173,148	2.25%	\$ 177,043	2.0%	\$ 180,584
MGMT12	\$ 139,993	3.75%	\$ 145,243	3.5%	\$ 150,327	3.25%	\$ 155,212	3.0%	\$ 159,869	3.0%	\$ 164,665	3.0%	\$ 169,604	3.0%	\$ 174,693	2.5%	\$ 179,060	2.5%	\$ 183,536	2.25%	\$ 187,666	2.0%	\$ 191,419
MGMT13	\$ 146,993	3.75%	\$ 152,505	3.5%	\$ 157,843	3.25%	\$ 162,973	3.0%	\$ 167,862	3.0%	\$ 172,898	3.0%	\$ 178,085	3.0%	\$ 183,427	2.5%	\$ 188,013	2.5%	\$ 192,713	2.25%	\$ 197,049	2.0%	\$ 200,990

MONTHLY																							
	1		2		3		4		5		6		7		8		9		10		11		12
MGMT2	\$4,753.38	3.75%	\$4,931.64	3.5%	\$5,104.24	3.25%	\$5,270.13	3.0%	\$5,428.23	3.0%	\$5,591.08	3.0%	\$5,758.81	3.0%	\$5,931.58	2.5%	\$6,079.87	2.5%	\$6,231.87	2.25%	\$6,372.08	2.0%	\$6,499.52
MGMT3	\$5,241.08	3.75%	\$5,437.62	3.5%	\$5,627.94	3.25%	\$5,810.85	3.0%	\$5,985.17	3.0%	\$6,164.73	3.0%	\$6,349.67	3.0%	\$6,540.16	2.5%	\$6,703.66	2.5%	\$6,871.25	2.25%	\$7,025.86	2.0%	\$7,166.37
MGMT4	\$5,778.82	3.75%	\$5,995.52	3.5%	\$6,205.36	3.25%	\$6,407.04	3.0%	\$6,599.25	3.0%	\$6,797.23	3.0%	\$7,001.14	3.0%	\$7,211.18	2.5%	\$7,391.46	2.5%	\$7,576.25	2.25%	\$7,746.71	2.0%	\$7,901.64
MGMT5	\$6,519.66	3.75%	\$6,764.15	3.5%	\$7,000.89	3.25%	\$7,228.42	3.0%	\$7,445.27	3.0%	\$7,668.63	3.0%	\$7,898.69	3.0%	\$8,135.65	2.5%	\$8,339.04	2.5%	\$8,547.52	2.25%	\$8,739.84	2.0%	\$8,914.64
MGMT6	\$7,188.58	3.75%	\$7,458.15	3.5%	\$7,719.18	3.25%	\$7,970.06	3.0%	\$8,209.16	3.0%	\$8,455.43	3.0%	\$8,709.10	3.0%	\$8,970.37	2.5%	\$9,194.63	2.5%	\$9,424.50	2.25%	\$9,636.55	2.0%	\$9,829.28
MGMT7	\$7,926.13	3.75%	\$8,223.36	3.5%	\$8,511.17	3.25%	\$8,787.79	3.0%	\$9,051.42	3.0%	\$9,322.96	3.0%	\$9,602.65	3.0%	\$9,890.73	2.5%	\$10,138.00	2.5%	\$10,391.45	2.25%	\$10,625.26	2.0%	\$10,837.76
MGMT8	\$8,739.35	3.75%	\$9,067.07	3.5%	\$9,384.42	3.25%	\$9,689.41	3.0%	\$9,980.09	3.0%	\$10,279.50	3.0%	\$10,587.88	3.0%	\$10,905.52	2.5%	\$11,178.16	2.5%	\$11,457.61	2.25%	\$11,715.41	2.0%	\$11,949.72
MGMT9	\$9,416.65	3.75%	\$9,769.77	3.5%	\$10,111.71	3.25%	\$10,440.34	3.0%	\$10,753.55	3.0%	\$11,076.16	3.0%	\$11,408.44	3.0%	\$11,750.70	2.5%	\$12,044.46	2.5%	\$12,345.58	2.25%	\$12,623.35	2.0%	\$12,875.82
MGMT10	\$10,382.79	3.75%	\$10,772.15	3.5%	\$11,149.17	3.25%	\$11,511.52	3.0%	\$11,856.87	3.0%	\$12,212.57	3.0%	\$12,578.95	3.0%	\$12,956.32	2.5%	\$13,280.23	2.5%	\$13,612.23	2.25%	\$13,918.51	2.0%	\$14,196.88
MGMT11	\$11,005.76	3.75%	\$11,418.48	3.5%	\$11,818.12	3.25%	\$12,202.21	3.0%	\$12,568.28	3.0%	\$12,945.33	3.0%	\$13,333.69	3.0%	\$13,733.70	2.5%	\$14,077.04	2.5%	\$14,428.97	2.25%	\$14,753.62	2.0%	\$15,048.69
MGMT12	\$11,666.11	3.75%	\$12,103.59	3.5%	\$12,527.21	3.25%	\$12,934.35	3.0%	\$13,322.38	3.0%	\$13,722.05	3.0%	\$14,133.71	3.0%	\$14,557.72	2.5%	\$14,921.66	2.5%	\$15,294.70	2.25%	\$15,638.83	2.0%	\$15,951.61
MGMT13	\$12,249.41	3.75%	\$12,708.76	3.5%	\$13,153.57	3.25%	\$13,581.06	3.0%	\$13,988.49	3.0%	\$14,408.15	3.0%	\$14,840.39	3.0%	\$15,285.61	2.5%	\$15,667.75	2.5%	\$16,059.44	2.25%	\$16,420.78	2.0%	\$16,749.19

BIWEEKLY																							
	1		2		3		4		5		6		7		8		9		10		11		12
MGMT2	\$ 2,193.87	3.75%	\$ 2,276.14	3.5%	\$ 2,355.80	3.25%	\$ 2,432.37	3.0%	\$ 2,505.34	3.0%	\$ 2,580.50	3.0%	\$ 2,657.91	3.0%	\$ 2,737.65	2.5%	\$ 2,806.09	2.5%	\$ 2,876.25	2.25%	\$ 2,940.96	2.0%	\$ 2,999.78
MGMT3	\$ 2,418.96	3.75%	\$ 2,509.67	3.5%	\$ 2,597.51	3.25%	\$ 2,681.93	3.0%	\$ 2,762.39	3.0%	\$ 2,845.26	3.0%	\$ 2,930.62	3.0%	\$ 3,018.53	2.5%	\$ 3,094.00	2.5%	\$ 3,171.35	2.25%	\$ 3,242.70	2.0%	\$ 3,307.56
MGMT4	\$ 2,667.15	3.75%	\$ 2,767.16	3.5%	\$ 2,864.01	3.25%	\$ 2,957.10	3.0%	\$ 3,045.81	3.0%	\$ 3,137.18	3.0%	\$ 3,231.30	3.0%	\$ 3,328.24	2.5%	\$ 3,411.44	2.5%	\$ 3,496.73	2.25%	\$ 3,575.40	2.0%	\$ 3,646.91
MGMT5	\$ 3,009.07	3.75%	\$ 3,121.91	3.5%	\$ 3,231.18	3.25%	\$ 3,336.19	3.0%	\$ 3,436.28	3.0%	\$ 3,539.37	3.0%	\$ 3,645.55	3.0%	\$ 3,754.92	2.5%	\$ 3,848.79	2.5%	\$ 3,945.01	2.25%	\$ 4,033.77	2.0%	\$ 4,114.45
MGMT6	\$ 3,317.80	3.75%	\$ 3,442.22	3.5%	\$ 3,562.70	3.25%	\$ 3,678.49	3.0%	\$ 3,788.84	3.0%	\$ 3,902.51	3.0%	\$ 4,019.58	3.0%	\$ 4,140.17	2.5%	\$ 4,243.68	2.5%	\$ 4,349.77	2.25%	\$ 4,447.64	2.0%	\$ 4,536.59
MGMT7	\$ 3,658.21	3.75%	\$ 3,795.39	3.5%	\$ 3,928.23	3.25%	\$ 4,055.90	3.0%	\$ 4,177.58	3.0%	\$ 4,302.91	3.0%	\$ 4,431.99	3.0%	\$ 4,564.95	2.5%	\$ 4,679.08	2.5%	\$ 4,796.05	2.25%	\$ 4,903.96	2.0%	\$ 5,002.04
MGMT8	\$ 4,033.54	3.75%	\$ 4,184.80	3.5%	\$ 4,331.27	3.25%	\$ 4,472.04	3.0%	\$ 4,606.20	3.0%	\$ 4,744.38	3.0%	\$ 4,886.72	3.0%	\$ 5,033.32	2.5%	\$ 5,159.15	2.5%	\$ 5,288.13	2.25%	\$ 5,407.11	2.0%	\$ 5,515.25
MGMT9	\$ 4,346.14	3.75%	\$ 4,509.12	3.5%	\$ 4,666.94	3.25%	\$ 4,818.62	3.0%	\$ 4,963.18	3.0%	\$ 5,112.07	3.0%	\$ 5,265.44	3.0%	\$ 5,423.40	2.5%	\$ 5,558.98	2.5%	\$ 5,697.96	2.25%	\$ 5,826.16	2.0%	\$ 5,942.69
MGMT10	\$ 4,792.06	3.75%	\$ 4,971.76	3.5%	\$ 5,145.77	3.25%	\$ 5,313.01	3.0%	\$ 5,472.40	3.0%	\$ 5,636.57	3.0%	\$ 5,805.67	3.0%	\$ 5,979.84	2.5%	\$ 6,129.34	2.5%	\$ 6,282.57	2.25%	\$ 6,423.93	2.0%	\$ 6,552.40
MGMT11	\$ 5,079.58	3.75%	\$ 5,270.07	3.5%	\$ 5,454.52	3.25%	\$ 5,631.79	3.0%	\$ 5,800.74	3.0%	\$ 5,974.77	3.0%	\$ 6,154.01	3.0%	\$ 6,338.63	2.5%	\$ 6,497.10	2.5%	\$ 6,659.52	2.25%	\$ 6,809.36	2.0%	\$ 6,945.55
MGMT12	\$ 5,384.36	3.75%	\$ 5,586.27	3.5%	\$ 5,781.79	3.25%	\$ 5,969.70	3.0%	\$ 6,148.79	3.0%	\$ 6,333.25	3.0%	\$ 6,523.25	3.0%	\$ 6,718.95	2.5%	\$ 6,886.92	2.5%	\$ 7,059.09	2.25%	\$ 7,217.92	2.0%	\$ 7,362.28
MGMT13	\$ 5,653.57	3.75%	\$ 5,865.58	3.5%	\$ 6,070.88	3.25%	\$ 6,268.18	3.0%	\$ 6,456.23	3.0%	\$ 6,649.91	3.0%	\$ 6,849.41	3.0%	\$ 7,054.89	2.5%	\$ 7,231.27	2.5%	\$ 7,412.05	2.25%	\$ 7,578.82	2.0%	\$ 7,730.40

HOURLY																							
	1		2		3		4		5		6		7		8		9		10		11		12
MGMT2	\$ 27.42337	3.75%	\$ 28.45175	3.5%	\$ 29.44756	3.25%	\$ 30.40460	3.0%	\$ 31.31674	3.0%	\$ 32.25624	3.0%	\$ 33.22393	3.0%	\$ 34.22065	2.5%	\$ 35.07616	2.5%	\$ 35.95307	2.25%	\$ 36.76201	2.0%	\$ 37.49725
MGMT3	\$ 30.23701	3.75%	\$ 31.37089	3.5%	\$ 32.46888	3.25%	\$ 33.52411	3.0%	\$ 34.52984	3.0%	\$ 35.56573	3.0%	\$ 36.63270	3.0%	\$ 37.73169	2.5%	\$ 38.67498	2.5%	\$ 39.64185	2.25%	\$ 40.53379	2.0%	\$ 41.34447
MGMT4	\$ 33.33932	3.75%	\$ 34.58955	3.5%	\$ 35.80018	3.25%	\$ 36.96369	3.0%	\$ 38.07260	3.0%	\$ 39.21478	3.0%	\$ 40.39122	3.0%	\$ 41.60296	2.5%	\$ 42.64303	2.5%	\$ 43.70911	2.25%	\$ 44.69256	2.0%	\$ 45.58641
MGMT5	\$ 37.61342	3.75%	\$ 39.02393	3.5%	\$ 40.38977	3.25%	\$ 41.70243	3.0%	\$ 42.95351	3.0%	\$ 44.24211	3.0%	\$ 45.56937	3.0%	\$ 46.93646	2.5%	\$ 48.10987	2.5%	\$ 49.31261	2.25%	\$ 50.42215	2.0%	\$ 51.43059
MGMT6	\$ 41.47256	3.75%	\$ 43.02778	3.5%	\$ 44.53376	3.25%	\$ 45.98110	3.0%	\$ 47.36054	3.0%	\$ 48.78135	3.0%	\$ 50.24479	3.0%	\$ 51.75214	2.5%	\$ 53.04594	2.5%	\$ 54.37209	2.25%	\$ 55.59546	2.0%	\$ 56.70737
MGMT7	\$ 45.72765	3.75%	\$ 47.44243	3.5%	\$ 49.10292	3.25%	\$ 50.69876	3.0%	\$ 52.21973	3.0%	\$ 53.78632	3.0%	\$ 55.39991	3.0%	\$ 57.06191	2.5%	\$ 58.48845	2.5%	\$ 59.95066	2.25%	\$ 61.29955	2.0%	\$ 62.52555
MGMT8	\$ 50.41930	3.75%	\$ 52.31003	3.5%	\$ 54.14088	3.25%	\$ 55.90046	3.0%	\$ 57.57747	3.0%	\$ 59.30479	3.0%	\$ 61.08394	3.0%	\$ 62.91646	2.5%	\$ 64.48937	2.5%	\$ 66.10160	2.25%	\$ 67.58889	2.0%	\$ 68.94067
MGMT9	\$ 54.32680	3.75%	\$ 56.36405	3.5%	\$ 58.33680	3.25%	\$ 60.23274	3.0%	\$ 62.03972	3.0%	\$ 63.90092	3.0%	\$ 65.81794	3.0%	\$ 67.79248	2.5%	\$ 69.48729	2.5%	\$ 71.22448	2.25%	\$ 72.82703	2.0%	\$ 74.28357
MGMT10	\$ 59.90073	3.75%	\$ 62.14701	3.5%	\$ 64.32215	3.25%	\$ 66.41262	3.0%	\$ 68.40500	3.0%	\$ 70.45715	3.0%	\$ 72.57086	3.0%	\$ 74.74799	2.5%	\$ 76.61669	2.5%	\$ 78.53211	2.25%	\$ 80.29908	2.0%	\$ 81.90506
MGMT11	\$ 63.49477	3.75%	\$ 65.87583	3.5%	\$ 68.18148	3.25%	\$ 70.39738	3.0%	\$ 72.50930	3.0%	\$ 74.68458	3.0%	\$ 76.92512	3.0%	\$ 79.23287	2.5%	\$ 81.21369	2.5%	\$ 83.24403	2.25%	\$ 85.11702	2.0%	\$ 86.81937
MGMT12	\$ 67.30446	3.75%	\$ 69.82838	3.5%	\$ 72.27237	3.25%	\$ 74.62122	3.0%	\$ 76.85986	3.0%	\$ 79.16565	3.0%	\$ 81.54062	3.0%	\$ 83.98684	2.5%	\$ 86.08651	2.5%	\$ 88.23868	2.25%	\$ 90.22405	2.0%	\$ 92.02853
MGMT13	\$ 70.66968	3.75%	\$ 73.31980	3.5%	\$ 75.88599	3.25%	\$ 78.35228	3.0%	\$ 80.70285	3.0%	\$ 83.12394	3.0%	\$ 85.61765	3.0%	\$ 88.18618	2.5%	\$ 90.39084	2.5%	\$ 92.65061	2.25%	\$ 94.73525	2.0%	\$ 96.62995

POLICE SWORN JOB FAMILY									
		ANNUAL		MONTHLY		BIWEEKLY		HOURLY	
TITLE	GRADE	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX
Deputy Police Chief	PD5	\$ 187,307	\$ 191,521	\$ 15,608.88	\$ 15,960.08	\$ 7,204.10	\$ 7,366.19	\$ 90.05	\$ 92.08
Police Commander	PD4	\$ 165,898	\$ 169,631	\$ 13,824.86	\$ 14,135.92	\$ 6,380.71	\$ 6,524.27	\$ 79.76	\$ 81.55
Police Lieutenant	PD3	\$ 153,064	\$ 156,508	\$ 12,755.33	\$ 13,042.32	\$ 5,887.07	\$ 6,019.53	\$ 73.59	\$ 75.24
Police Sergeant	PD2	\$ 125,984	\$ 136,664	\$ 10,498.71	\$ 11,388.68	\$ 4,845.56	\$ 5,256.32	\$ 60.57	\$ 65.70
Master Police Officer	PDM	\$ 115,149		\$ 9,595.75		\$ 4,428.81		\$ 55.36	
Police Officer	PD1	\$ 83,283	\$ 110,190	\$ 6,940.22	\$ 9,182.53	\$ 3,203.18	\$ 4,238.09	\$ 40.04	\$ 52.98
Police Recruit	PR	\$ 77,400		\$ 6,450.02		\$ 2,976.93		\$ 37.21	

POLICE SWORN

ANNUAL									
	1		2		3		4		5
PD1	\$ 83,283	7.25%	\$ 89,321	7.25%	\$ 95,796	7.25%	\$ 102,742	7.25%	\$ 110,190
PDM	\$ 115,149								
PD2	\$ 125,984	3.00%	\$ 129,764	3.00%	\$ 133,657	2.25%	\$ 136,664		
PD3	\$ 153,064	2.25%	\$ 156,508						
PD4	\$ 165,898	2.25%	\$ 169,631						
PD5	\$ 187,307	2.25%	\$ 191,521						
PR	\$ 77,400								

MONTHLY									
	1		2		3		4		5
PD1	\$6,940.22	7.25%	\$7,443.39	7.25%	\$7,983.03	7.25%	\$8,561.80	7.25%	\$9,182.53
PDM	\$9,595.75								
PD2	\$10,498.71	3.00%	\$10,813.67	3.00%	\$11,138.08	2.25%	\$11,388.68		
PD3	\$12,755.33	2.25%	\$13,042.32						
PD4	\$13,824.86	2.25%	\$14,135.92						
PD5	\$15,608.88	2.25%	\$15,960.08						
PR	\$6,450.02								

BIWEEKLY									
	1		2		3		4		5
PD1	\$ 3,203.18	7.25%	\$ 3,435.41	7.25%	\$ 3,684.48	7.25%	\$ 3,951.60	7.25%	\$ 4,238.09
PDM	\$ 4,428.81								
PD2	\$ 4,845.56	3.00%	\$ 4,990.92	3.00%	\$ 5,140.65	2.25%	\$ 5,256.32		
PD3	\$ 5,887.07	2.25%	\$ 6,019.53						
PD4	\$ 6,380.71	2.25%	\$ 6,524.27						
PD4	\$ 7,204.10	2.25%	\$ 7,366.19						
PR	\$ 2,976.93								

HOURLY									
	1		2		3		4		5
PD1	\$ 40.03974	7.00%	\$ 42.94262	7.00%	\$ 46.05596	7.00%	\$ 49.39501	7.00%	\$ 52.97615
PDM	\$ 55.36008								
PD2	\$ 60.56946	3.00%	\$ 62.38655	3.00%	\$ 64.25814	2.25%	\$ 65.70395		
PD3	\$ 73.58842	2.25%	\$ 75.24416						
PD4	\$ 79.75881	2.25%	\$ 81.55339						
PD5	\$ 90.05125	2.25%	\$ 92.07740						
PR	\$ 37.21165								

PROFESSIONAL JOB FAMILY										
		ANNUAL			MONTHLY		BIWEEKLY		HOURLY	
TITLE	GRADE	MIN	MID	MAX	MIN	MAX	MIN	MAX	MIN	MAX
Senior Assistant City Attorney	PROF11	\$ 117,650	\$ 138,383	\$ 160,868	\$9,804.15	\$13,405.68	\$4,524.99	\$6,187.24	\$ 56.56	\$ 77.34
Assistant City Attorney II Civil Engineer IV Traffic Engineer IV	PROF10	\$ 106,470	\$ 125,234	\$ 145,582	\$8,872.54	\$12,131.83	\$4,095.02	\$5,599.31	\$ 51.19	\$ 69.99
Assistant City Attorney I Civil Engineer III Community Connectivity Manager Traffic Engineer III Water Resources Administrator	PROF9	\$ 96,353	\$ 113,334	\$ 131,748	\$8,029.44	\$10,979.03	\$3,705.90	\$5,067.25	\$ 46.32	\$ 63.34
Assistant to the City Manager Civil Engineer II Community Resilience Coordinator Grants Administrator Homeless Project Manager OT/ICS Security Operations Analyst Public Works Project Manager Senior Budget Analyst Senior Landscape Architect Senior Planner Strategic Planning and Performance Alignment Manager Traffic Engineer II	PROF8	\$ 87,198	\$ 102,565	\$ 119,229	\$7,266.47	\$9,935.78	\$3,353.75	\$4,585.74	\$ 41.92	\$ 57.32
ADA Coordinator Budget Analyst Civil Engineer I Housing Development Specialist Financial Business Analyst Financial Systems Analyst Lead Crime Analyst Manager of Communications Manager of Communications and Marketing Parking and Travel Demand Management Coordinator Pavement Managmeent Coordinator Public Information Officer Records Management Coordinator Safety Specialist Senior Benefits Specialist Senior Compensation Analyst Senior Human Resources Business Partner Senior Economic Development Specialist Senior GIS Analyst Senior Sustainability Coordinator Traffic Engineer I	PROF7	\$ 78,912	\$ 92,819	\$ 107,900	\$6,575.99	\$8,991.65	\$3,035.07	\$4,149.99	\$ 37.94	\$ 51.87

PROFESSIONAL JOB FAMILY										
		ANNUAL			MONTHLY		BIWEEKLY		HOURLY	
TITLE	GRADE	MIN	MID	MAX	MIN	MAX	MIN	MAX	MIN	MAX
Benefits Specialist	PROF6	\$ 71,413	\$ 83,999	\$ 97,647	\$5,951.12	\$8,137.24	\$2,746.67	\$3,755.65	\$ 34.33	\$ 46.95
Compensation Analyst										
Crime Analyst										
Economic Development Specialist										
Employment Specialist										
FI Cultural Coordinator										
Housing Rehabilitation / Loan Specialist										
GIS Analyst										
Human Resources Business Partner										
Lead Forensic Interviewer										
Neighborhood Engagement Coordinator										
Planner II										
Police Recruiter										
Risk and Claims Analyst										
Sales Tax Auditor										
Senior Accountant										
Senior Probation Officer										
Senior Procurement Specialist										
Special Events Coordinator										
Stormwater Regulatory Analyst										
Transportation Planner										
VFSA Cultural Coordinator										
Water Quality Scientist										
Water Resources Analyst										
Accountant	PROF5	\$ 64,628	\$ 76,017	\$ 88,368	\$5,385.63	\$7,364.02	\$2,485.67	\$3,398.78	\$ 31.07	\$ 42.48
Assistant Nature Center Director										
Business Analyst										
Communications Coordinator										
Engagement Coordinator										
Forensic Interviewer (Ralston House)										
Forensic Interviewer-Bilingual (Ralston House)										
Grants Accountant										
Planner I										
Police Accreditation Analyst										
Procurement Specialist										
Sales Coordinator										
Assistant Golf Manager	PROF4	\$ 58,486	\$ 68,794	\$ 79,971	\$4,873.87	\$6,664.27	\$2,249.48	\$3,075.82	\$ 28.12	\$ 38.45
Assistant Restaurant Manager										
Creative Services Designer										
Digital Content Producer										
Golf Professional										
Grants Specialist (Ralston House)										
Multi Media Technician										

PROFESSIONAL

ANNUAL																							
	1		2		3		4		5		6		7		8		9		10		11		12
PROF3	\$ 52,929	3.75%	\$ 54,914	3.5%	\$ 56,836	3.25%	\$ 58,683	3.0%	\$ 60,443	3.0%	\$ 62,257	3.0%	\$ 64,124	3.0%	\$ 66,048	2.5%	\$ 67,699	2.5%	\$ 69,392	2.25%	\$ 70,953	2.0%	\$ 72,372
PROF4	\$ 58,486	3.75%	\$ 60,680	3.5%	\$ 62,803	3.25%	\$ 64,845	3.0%	\$ 66,790	3.0%	\$ 68,794	3.0%	\$ 70,857	3.0%	\$ 72,983	2.5%	\$ 74,808	2.5%	\$ 76,678	2.25%	\$ 78,403	2.0%	\$ 79,971
PROF5	\$ 64,628	3.75%	\$ 67,051	3.5%	\$ 69,398	3.25%	\$ 71,653	3.0%	\$ 73,803	3.0%	\$ 76,017	3.0%	\$ 78,297	3.0%	\$ 80,646	2.5%	\$ 82,663	2.5%	\$ 84,729	2.25%	\$ 86,636	2.0%	\$ 88,368
PROF6	\$ 71,413	3.75%	\$ 74,091	3.5%	\$ 76,685	3.25%	\$ 79,177	3.0%	\$ 81,552	3.0%	\$ 83,999	3.0%	\$ 86,519	3.0%	\$ 89,114	2.5%	\$ 91,342	2.5%	\$ 93,626	2.25%	\$ 95,732	2.0%	\$ 97,647
PROF7	\$ 78,912	3.75%	\$ 81,871	3.5%	\$ 84,737	3.25%	\$ 87,490	3.0%	\$ 90,115	3.0%	\$ 92,819	3.0%	\$ 95,603	3.0%	\$ 98,471	2.5%	\$ 100,933	2.5%	\$ 103,456	2.25%	\$ 105,784	2.0%	\$ 107,900
PROF8	\$ 87,198	3.75%	\$ 90,468	3.5%	\$ 93,634	3.25%	\$ 96,677	3.0%	\$ 99,577	3.0%	\$ 102,565	3.0%	\$ 105,642	3.0%	\$ 108,811	2.5%	\$ 111,531	2.5%	\$ 114,319	2.25%	\$ 116,892	2.0%	\$ 119,229
PROF9	\$ 96,353	3.75%	\$ 99,967	3.5%	\$ 103,465	3.25%	\$ 106,828	3.0%	\$ 110,033	3.0%	\$ 113,334	3.0%	\$ 116,734	3.0%	\$ 120,236	2.5%	\$ 123,242	2.5%	\$ 126,323	2.25%	\$ 129,165	2.0%	\$ 131,748
PROF10	\$ 106,470	3.75%	\$ 110,463	3.5%	\$ 114,329	3.25%	\$ 118,045	3.0%	\$ 121,586	3.0%	\$ 125,234	3.0%	\$ 128,991	3.0%	\$ 132,861	2.5%	\$ 136,182	2.5%	\$ 139,587	2.25%	\$ 142,727	2.0%	\$ 145,582
PROF11	\$ 117,650	3.75%	\$ 122,062	3.5%	\$ 126,334	3.25%	\$ 130,440	3.0%	\$ 134,353	3.0%	\$ 138,383	3.0%	\$ 142,535	3.0%	\$ 146,811	2.5%	\$ 150,481	2.5%	\$ 154,243	2.25%	\$ 157,714	2.0%	\$ 160,868

MONTHLY																							
	1		2		3		4		5		6		7		8		9		10		11		12
PROF3	\$4,410.74	3.75%	\$4,576.15	3.5%	\$4,736.31	3.25%	\$4,890.24	3.0%	\$5,036.95	3.0%	\$5,188.06	3.0%	\$5,343.70	3.0%	\$5,504.01	2.5%	\$5,641.61	2.5%	\$5,782.65	2.25%	\$5,912.76	2.0%	\$6,031.02
PROF4	\$4,873.87	3.75%	\$5,056.64	3.5%	\$5,233.62	3.25%	\$5,403.72	3.0%	\$5,565.83	3.0%	\$5,732.80	3.0%	\$5,904.79	3.0%	\$6,081.93	2.5%	\$6,233.98	2.5%	\$6,389.83	2.25%	\$6,533.60	2.0%	\$6,664.27
PROF5	\$5,385.63	3.75%	\$5,587.59	3.5%	\$5,783.16	3.25%	\$5,971.11	3.0%	\$6,150.24	3.0%	\$6,334.75	3.0%	\$6,524.79	3.0%	\$6,720.53	2.5%	\$6,888.55	2.5%	\$7,060.76	2.25%	\$7,219.63	2.0%	\$7,364.02
PROF6	\$5,951.12	3.75%	\$6,174.29	3.5%	\$6,390.39	3.25%	\$6,598.07	3.0%	\$6,796.02	3.0%	\$6,999.90	3.0%	\$7,209.89	3.0%	\$7,426.19	2.5%	\$7,611.85	2.5%	\$7,802.14	2.25%	\$7,977.69	2.0%	\$8,137.24
PROF7	\$6,575.99	3.75%	\$6,822.59	3.5%	\$7,061.38	3.25%	\$7,290.87	3.0%	\$7,509.60	3.0%	\$7,734.89	3.0%	\$7,966.93	3.0%	\$8,205.94	2.5%	\$8,411.09	2.5%	\$8,621.37	2.25%	\$8,815.35	2.0%	\$8,991.65
PROF8	\$7,266.47	3.75%	\$7,538.96	3.5%	\$7,802.82	3.25%	\$8,056.41	3.0%	\$8,298.11	3.0%	\$8,547.05	3.0%	\$8,803.46	3.0%	\$9,067.56	2.5%	\$9,294.25	2.5%	\$9,526.61	2.25%	\$9,740.96	2.0%	\$9,935.78
PROF9	\$8,029.44	3.75%	\$8,330.55	3.5%	\$8,622.12	3.25%	\$8,902.34	3.0%	\$9,169.41	3.0%	\$9,444.49	3.0%	\$9,727.82	3.0%	\$10,019.66	2.5%	\$10,270.15	2.5%	\$10,526.90	2.25%	\$10,763.76	2.0%	\$10,979.03
PROF10	\$8,872.54	3.75%	\$9,205.26	3.5%	\$9,527.44	3.25%	\$9,837.08	3.0%	\$10,132.20	3.0%	\$10,436.16	3.0%	\$10,749.25	3.0%	\$11,071.72	2.5%	\$11,348.52	2.5%	\$11,632.23	2.25%	\$11,893.95	2.0%	\$12,131.83
PROF11	\$9,804.15	3.75%	\$10,171.81	3.5%	\$10,527.82	3.25%	\$10,869.98	3.0%	\$11,196.08	3.0%	\$11,531.96	3.0%	\$11,877.92	3.0%	\$12,234.25	2.5%	\$12,540.11	2.5%	\$12,853.61	2.25%	\$13,142.82	2.0%	\$13,405.68

BIWEEKLY																							
	1		2		3		4		5		6		7		8		9		10		11		12
PROF3	\$ 2,035.73	3.75%	\$ 2,112.07	3.5%	\$ 2,185.99	3.25%	\$ 2,257.03	3.0%	\$ 2,324.75	3.0%	\$ 2,394.49	3.0%	\$ 2,466.32	3.0%	\$ 2,540.31	2.5%	\$ 2,603.82	2.5%	\$ 2,668.92	2.25%	\$ 2,728.97	2.0%	\$ 2,783.55
PROF4	\$ 2,249.48	3.75%	\$ 2,333.83	3.5%	\$ 2,415.52	3.25%	\$ 2,494.02	3.0%	\$ 2,568.84	3.0%	\$ 2,645.91	3.0%	\$ 2,725.29	3.0%	\$ 2,807.05	2.5%	\$ 2,877.22	2.5%	\$ 2,949.15	2.25%	\$ 3,015.51	2.0%	\$ 3,075.82
PROF5	\$ 2,485.67	3.75%	\$ 2,578.89	3.5%	\$ 2,669.15	3.25%	\$ 2,755.90	3.0%	\$ 2,838.57	3.0%	\$ 2,923.73	3.0%	\$ 3,011.44	3.0%	\$ 3,101.79	2.5%	\$ 3,179.33	2.5%	\$ 3,258.81	2.25%	\$ 3,332.14	2.0%	\$ 3,398.78
PROF6	\$ 2,746.67	3.75%	\$ 2,849.67	3.5%	\$ 2,949.41	3.25%	\$ 3,045.27	3.0%	\$ 3,136.62	3.0%	\$ 3,230.72	3.0%	\$ 3,327.64	3.0%	\$ 3,427.47	2.5%	\$ 3,513.16	2.5%	\$ 3,600.99	2.25%	\$ 3,682.01	2.0%	\$ 3,755.65
PROF7	\$ 3,035.07	3.75%	\$ 3,148.89	3.5%	\$ 3,259.10	3.25%	\$ 3,365.02	3.0%	\$ 3,465.97	3.0%	\$ 3,569.95	3.0%	\$ 3,677.05	3.0%	\$ 3,787.36	2.5%	\$ 3,882.04	2.5%	\$ 3,979.09	2.25%	\$ 4,068.62	2.0%	\$ 4,149.99
PROF8	\$ 3,353.75	3.75%	\$ 3,479.52	3.5%	\$ 3,601.30	3.25%	\$ 3,718.34	3.0%	\$ 3,829.90	3.0%	\$ 3,944.79	3.0%	\$ 4,063.14	3.0%	\$ 4,185.03	2.5%	\$ 4,289.66	2.5%	\$ 4,396.90	2.25%	\$ 4,495.83	2.0%	\$ 4,585.74
PROF9	\$ 3,705.90	3.75%	\$ 3,844.87	3.5%	\$ 3,979.44	3.25%	\$ 4,108.77	3.0%	\$ 4,232.03	3.0%	\$ 4,359.00	3.0%	\$ 4,489.77	3.0%	\$ 4,624.46	2.5%	\$ 4,740.07	2.5%	\$ 4,858.57	2.25%	\$ 4,967.89	2.0%	\$ 5,067.25
PROF10	\$ 4,095.02	3.75%	\$ 4,248.58	3.5%	\$ 4,397.28	3.25%	\$ 4,540.19	3.0%	\$ 4,676.40	3.0%	\$ 4,816.69	3.0%	\$ 4,961.19	3.0%	\$ 5,110.03	2.5%	\$ 5,237.78	2.5%	\$ 5,368.72	2.25%	\$ 5,489.52	2.0%	\$ 5,599.31
PROF11	\$ 4,524.99	3.75%	\$ 4,694.68	3.5%	\$ 4,858.99	3.25%	\$ 5,016.91	3.0%	\$ 5,167.42	3.0%	\$ 5,322.44	3.0%	\$ 5,482.12	3.0%	\$ 5,646.58	2.5%	\$ 5,787.74	2.5%	\$ 5,932.44	2.25%	\$ 6,065.92	2.0%	\$ 6,187.24

HOURLY																							
	1		2		3		4		5		6		7		8		9		10		11		12
PROF3	\$ 25.44660	3.75%	\$ 26.40085	3.5%	\$ 27.32488	3.25%	\$ 28.21294	3.0%	\$ 29.05932	3.0%	\$ 29.93110	3.0%	\$ 30.82904	3.0%	\$ 31.75391	2.5%	\$ 32.54776	2.5%	\$ 33.36145	2.25%	\$ 34.11208	2.0%	\$ 34.79432
PROF4	\$ 28.11849	3.75%	\$ 29.17294	3.5%	\$ 30.19399	3.25%	\$ 31.17529	3.0%	\$ 32.11055	3.0%	\$ 33.07387	3.0%	\$ 34.06609	3.0%	\$ 35.08807	2.5%	\$ 35.96527	2.5%	\$ 36.86440	2.25%	\$ 37.69385	2.0%	\$ 38.44773
PROF5	\$ 31.07094	3.75%	\$ 32.23610	3.5%	\$ 33.36436	3.25%	\$ 34.44870	3.0%	\$ 35.48216	3.0%	\$ 36.54663	3.0%	\$ 37.64302	3.0%	\$ 38.77232	2.5%	\$ 39.74162	2.5%	\$ 40.73516	2.25%	\$ 41.65171	2.0%	\$ 42.48474
PROF6	\$ 34.33338	3.75%	\$ 35.62089	3.5%	\$ 36.86762	3.25%	\$ 38.06581	3.0%	\$ 39.20779	3.0%	\$ 40.38402	3.0%	\$ 41.59554	3.0%	\$ 42.84341	2.5%	\$ 43.91449	2.5%	\$ 45.01236	2.25%	\$ 46.02513	2.0%	\$ 46.94564
PROF7	\$ 37.93839	3.75%	\$ 39.36108	3.5%	\$ 40.73872	3.25%	\$ 42.06272	3.0%	\$ 43.32461	3.0%	\$ 44.62434	3.0%	\$ 45.96307	3.0%	\$ 47.34197	2.5%	\$ 48.52552	2.5%	\$ 49.73865	2.25%	\$ 50.85777	2.0%	\$ 51.87493
PROF8	\$ 41.92192	3.75%	\$ 43.49399	3.5%	\$ 45.01628	3.25%	\$ 46.47931	3.0%	\$ 47.87369	3.0%	\$ 49.30990	3.0%	\$ 50.78920	3.0%	\$ 52.31287	2.5%	\$ 53.62069	2.5%	\$ 54.96121	2.25%	\$ 56.19784	2.0%	\$ 57.32180
PROF9	\$ 46.32372	3.75%	\$ 48.06086	3.5%	\$ 49.74299	3.25%	\$ 51.35964	3.0%	\$ 52.90043	3.0%	\$ 54.48744	3.0%	\$ 56.12206	3.0%	\$ 57.80572	2.5%	\$ 59.25087	2.5%	\$ 60.73214	2.25%	\$ 62.09861	2.0%	\$ 63.34058
PROF10	\$ 51.18771	3.75%	\$ 53.10725	3.5%	\$ 54.96600	3.25%	\$ 56.75240	3.0%	\$ 58.45497	3.0%	\$ 60.20862	3.0%	\$ 62.01488	3.0%	\$ 63.87533	2.5%	\$ 65.47221	2.5%	\$ 67.10901	2.25%	\$ 68.61897	2.0%	\$ 69.99135
PROF11	\$ 56.56242	3.75%	\$ 58.68351	3.5%	\$ 60.73743	3.25%	\$ 62.71140	3.0%	\$ 64.59274	3.0%	\$ 66.53053	3.0%	\$ 68.52644	3.0%	\$ 70.58223	2.5%	\$ 72.34679	2.5%	\$ 74.15546	2.25%	\$ 75.82396	2.0%	\$ 77.34044

TECHNICAL & BUSINESS SUPPORT JOB FAMILY										
		ANNUAL			MONTHLY		BIWEEKLY		HOURLY	
TITLE	GRADE	MIN	MID	MAX	MIN	MAX	MIN	MAX	MIN	MAX
Criminalist Lead Senior Civil Designer SCADA Process and Controls Technician II	TBS10	\$ 81,190	\$ 95,498	\$ 111,015	\$6,765.83	\$9,251.23	\$3,122.69	\$4,269.80	\$ 39.03	\$ 53.37
Combination Inspector III Electrician HVAC Specialist Litigation Paralegal Municipal Inspector Foreman Plans Examiner II SCADA Process and Controls Technician I Senior Civil Designer	TBS9	\$ 73,709	\$ 86,698	\$ 100,785	\$6,142.38	\$8,398.76	\$2,834.94	\$3,876.35	\$ 35.44	\$ 48.45
Civilian Accident Investigator Combination Inspector II Computerized Irrigation System Administrator Deputy City Clerk Finance Program Coordinator Land Development Technican Lead Victim Advocate Legal Specialist Liquor Licensing Control Administrator Municipal Inspector Patrol Investigative Specialist Plans Examiner I Senior Technical Support Analyst Stormwater Inspector II Water Quality Analyst	TBS8	\$ 66,916	\$ 78,709	\$ 91,498	\$5,576.37	\$7,624.84	\$2,573.71	\$3,519.16	\$ 32.17	\$ 43.99
Accounting Specialist Combination Inspector I Executive Assistant Homeless Navigator Housing Navigator Human Resources Technician Lead Animal Management Officer Lead Code Compliance Officer Lead Evidence Technician Learning and Development Coordinator Mental Health Case Management Navigator Payroll Specialist Senior Human Resources Coordinator Senior Survey Technician Stormwater Inspector I Technical Support Analyst Victim-Family Support Advocate (Ralston House) Water Quality Technican II	TBS7	\$ 60,750	\$ 71,456	\$ 83,067	\$5,062.53	\$6,922.23	\$2,336.55	\$3,194.88	\$ 29.21	\$ 39.94

TECHNICAL & BUSINESS SUPPORT JOB FAMILY										
		ANNUAL			MONTHLY		BIWEEKLY		HOURLY	
TITLE	GRADE	MIN	MID	MAX	MIN	MAX	MIN	MAX	MIN	MAX
Accounts Payable Technician	TBS6	\$ 55,152	\$ 64,872	\$ 75,412	\$4,596.03	\$6,284.37	\$2,121.24	\$2,900.48	\$ 26.52	\$ 36.26
Accounts Receivable Technician										
Animal Management Officer										
Assistant Golf Professional										
Associate Technical Support Analyst										
Code Compliance Officer										
Community Development Block Grant Coordinator										
Compliance Agent										
Development Technician II										
Digital Media Technician										
Engineering Permit Coordinator										
Engineering Technician II										
Evidence Technician										
GIS Technician										
Housing Specialist										
Human Resources Coordinator										
Lead Police Services Technician										
NIBRS Data Specialist										
Police Digital Records Technician										
Police Equipment Coordinator										
Police Training Coordinator										
Printing Technician										
Special Events Associate (Ralston House)										
Storeskeeper										
Survey Technician										
Water Quality Analyst I										
Accounting Technician III	TBS5	\$ 50,070	\$ 58,894	\$ 68,463	\$4,172.52	\$5,705.28	\$1,925.78	\$2,633.21	\$ 24.07	\$ 32.92
Administrative Coordinator										
Administrative Court Clerk										
Administrative Specialist										
Development Technician I										
Engineering Technician I										
Lead Police Records Specialist										
Police Services Technician										
Revenue Technician										
Senior Customer Information Specialist										
Accounting Technician II	TBS4	\$ 45,456	\$ 53,467	\$ 62,155	\$3,788.03	\$5,179.56	\$1,748.32	\$2,390.56	\$ 21.85	\$ 29.88
Administrative Assistant										
Customer Information Specialist										
Direct Mail Specialist										
Police Records Specialist										
Fleet Courier	TBS3	\$ 41,268	\$ 48,540	\$ 56,427	\$3,438.98	\$4,702.28	\$1,587.22	\$2,170.28	\$ 19.84	\$ 27.13

TECHNICAL AND BUSINESS SUPPORT

ANNUAL																							
	1		2		3		4		5		6		7		8		9		10		11		12
TBS1	\$ 34,013	3.75%	\$ 35,288	3.5%	\$ 36,523	3.25%	\$ 37,710	3.0%	\$ 38,842	3.0%	\$ 40,007	3.0%	\$ 41,207	3.0%	\$ 42,443	2.5%	\$ 43,504	2.5%	\$ 44,592	2.25%	\$ 45,595	2.0%	\$ 46,507
TBS2	\$ 37,465	3.75%	\$ 38,870	3.5%	\$ 40,230	3.25%	\$ 41,538	3.0%	\$ 42,784	3.0%	\$ 44,068	3.0%	\$ 45,390	3.0%	\$ 46,751	2.5%	\$ 47,920	2.5%	\$ 49,118	2.25%	\$ 50,223	2.0%	\$ 51,228
TBS3	\$ 41,268	3.75%	\$ 42,815	3.5%	\$ 44,314	3.25%	\$ 45,754	3.0%	\$ 47,127	3.0%	\$ 48,540	3.0%	\$ 49,997	3.0%	\$ 51,497	2.5%	\$ 52,784	2.5%	\$ 54,104	2.25%	\$ 55,321	2.0%	\$ 56,427
TBS4	\$ 45,456	3.75%	\$ 47,161	3.5%	\$ 48,812	3.25%	\$ 50,398	3.0%	\$ 51,910	3.0%	\$ 53,467	3.0%	\$ 55,071	3.0%	\$ 56,723	2.5%	\$ 58,142	2.5%	\$ 59,595	2.25%	\$ 60,936	2.0%	\$ 62,155
TBS5	\$ 50,070	3.75%	\$ 51,948	3.5%	\$ 53,766	3.25%	\$ 55,513	3.0%	\$ 57,179	3.0%	\$ 58,894	3.0%	\$ 60,661	3.0%	\$ 62,481	2.5%	\$ 64,043	2.5%	\$ 65,644	2.25%	\$ 67,121	2.0%	\$ 68,463
TBS6	\$ 55,152	3.75%	\$ 57,221	3.5%	\$ 59,223	3.25%	\$ 61,148	3.0%	\$ 62,982	3.0%	\$ 64,872	3.0%	\$ 66,818	3.0%	\$ 68,823	2.5%	\$ 70,543	2.5%	\$ 72,307	2.25%	\$ 73,934	2.0%	\$ 75,412
TBS7	\$ 60,750	3.75%	\$ 63,028	3.5%	\$ 65,234	3.25%	\$ 67,355	3.0%	\$ 69,375	3.0%	\$ 71,456	3.0%	\$ 73,600	3.0%	\$ 75,808	2.5%	\$ 77,703	2.5%	\$ 79,646	2.25%	\$ 81,438	2.0%	\$ 83,067
TBS8	\$ 66,916	3.75%	\$ 69,426	3.5%	\$ 71,856	3.25%	\$ 74,191	3.0%	\$ 76,417	3.0%	\$ 78,709	3.0%	\$ 81,071	3.0%	\$ 83,503	2.5%	\$ 85,590	2.5%	\$ 87,730	2.25%	\$ 89,704	2.0%	\$ 91,498
TBS9	\$ 73,709	3.75%	\$ 76,473	3.5%	\$ 79,149	3.25%	\$ 81,721	3.0%	\$ 84,173	3.0%	\$ 86,698	3.0%	\$ 89,299	3.0%	\$ 91,978	2.5%	\$ 94,278	2.5%	\$ 96,635	2.25%	\$ 98,809	2.0%	\$ 100,785
TBS10	\$ 81,190	3.75%	\$ 84,235	3.5%	\$ 87,183	3.25%	\$ 90,016	3.0%	\$ 92,717	3.0%	\$ 95,498	3.0%	\$ 98,363	3.0%	\$ 101,314	2.5%	\$ 103,847	2.5%	\$ 106,443	2.25%	\$ 108,838	2.0%	\$ 111,015

MONTHLY																							
	1		2		3		4		5		6		7		8		9		10		11		12
TBS1	\$2,834.40	3.75%	\$2,940.68	3.5%	\$3,043.61	3.25%	\$3,142.53	3.0%	\$3,236.80	3.0%	\$3,333.91	3.0%	\$3,433.92	3.0%	\$3,536.94	2.5%	\$3,625.36	2.5%	\$3,716.00	2.25%	\$3,799.61	2.0%	\$3,875.60
TBS2	\$3,122.09	3.75%	\$3,239.16	3.5%	\$3,352.54	3.25%	\$3,461.49	3.0%	\$3,565.34	3.0%	\$3,672.30	3.0%	\$3,782.47	3.0%	\$3,895.94	2.5%	\$3,993.34	2.5%	\$4,093.17	2.25%	\$4,185.27	2.0%	\$4,268.97
TBS3	\$3,438.98	3.75%	\$3,567.94	3.5%	\$3,692.82	3.25%	\$3,812.83	3.0%	\$3,927.22	3.0%	\$4,045.04	3.0%	\$4,166.39	3.0%	\$4,291.38	2.5%	\$4,398.66	2.5%	\$4,508.63	2.25%	\$4,610.07	2.0%	\$4,702.28
TBS4	\$3,788.03	3.75%	\$3,930.09	3.5%	\$4,067.64	3.25%	\$4,199.84	3.0%	\$4,325.83	3.0%	\$4,455.61	3.0%	\$4,589.28	3.0%	\$4,726.95	2.5%	\$4,845.13	2.5%	\$4,966.26	2.25%	\$5,078.00	2.0%	\$5,179.56
TBS5	\$4,172.52	3.75%	\$4,328.99	3.5%	\$4,480.50	3.25%	\$4,626.12	3.0%	\$4,764.90	3.0%	\$4,907.85	3.0%	\$5,055.09	3.0%	\$5,206.74	2.5%	\$5,336.91	2.5%	\$5,470.33	2.25%	\$5,593.41	2.0%	\$5,705.28
TBS6	\$4,596.03	3.75%	\$4,768.38	3.5%	\$4,935.27	3.25%	\$5,095.67	3.0%	\$5,248.54	3.0%	\$5,406.00	3.0%	\$5,568.18	3.0%	\$5,735.22	2.5%	\$5,878.60	2.5%	\$6,025.57	2.25%	\$6,161.14	2.0%	\$6,284.37
TBS7	\$5,062.53	3.75%	\$5,252.37	3.5%	\$5,436.21	3.25%	\$5,612.88	3.0%	\$5,781.27	3.0%	\$5,954.71	3.0%	\$6,133.35	3.0%	\$6,317.35	2.5%	\$6,475.28	2.5%	\$6,637.16	2.25%	\$6,786.50	2.0%	\$6,922.23
TBS8	\$5,576.37	3.75%	\$5,785.49	3.5%	\$5,987.98	3.25%	\$6,182.59	3.0%	\$6,368.07	3.0%	\$6,559.11	3.0%	\$6,755.88	3.0%	\$6,958.56	2.5%	\$7,132.52	2.5%	\$7,310.84	2.25%	\$7,475.33	2.0%	\$7,624.84
TBS9	\$6,142.38	3.75%	\$6,372.72	3.5%	\$6,595.76	3.25%	\$6,810.12	3.0%	\$7,014.43	3.0%	\$7,224.86	3.0%	\$7,441.60	3.0%	\$7,664.85	2.5%	\$7,856.47	2.5%	\$8,052.89	2.25%	\$8,234.08	2.0%	\$8,398.76
TBS10	\$6,765.83	3.75%	\$7,019.55	3.5%	\$7,265.23	3.25%	\$7,501.35	3.0%	\$7,726.39	3.0%	\$7,958.18	3.0%	\$8,196.93	3.0%	\$8,442.84	2.5%	\$8,653.91	2.5%	\$8,870.25	2.25%	\$9,069.83	2.0%	\$9,251.23

BIWEEKLY																							
	1		2		3		4		5		6		7		8		9		10		11		12
TBS1	\$ 1,308.18	3.75%	\$ 1,357.24	3.5%	\$ 1,404.74	3.25%	\$ 1,450.40	3.0%	\$ 1,493.91	3.0%	\$ 1,538.73	3.0%	\$ 1,584.89	3.0%	\$ 1,632.43	2.5%	\$ 1,673.25	2.5%	\$ 1,715.08	2.25%	\$ 1,753.67	2.0%	\$ 1,788.74
TBS2	\$ 1,440.96	3.75%	\$ 1,495.00	3.5%	\$ 1,547.32	3.25%	\$ 1,597.61	3.0%	\$ 1,645.54	3.0%	\$ 1,694.91	3.0%	\$ 1,745.75	3.0%	\$ 1,798.13	2.5%	\$ 1,843.08	2.5%	\$ 1,889.16	2.25%	\$ 1,931.66	2.0%	\$ 1,970.30
TBS3	\$ 1,587.22	3.75%	\$ 1,646.74	3.5%	\$ 1,704.38	3.25%	\$ 1,759.77	3.0%	\$ 1,812.56	3.0%	\$ 1,866.94	3.0%	\$ 1,922.95	3.0%	\$ 1,980.64	2.5%	\$ 2,030.15	2.5%	\$ 2,080.91	2.25%	\$ 2,127.73	2.0%	\$ 2,170.28
TBS4	\$ 1,748.32	3.75%	\$ 1,813.89	3.5%	\$ 1,877.37	3.25%	\$ 1,938.39	3.0%	\$ 1,996.54	3.0%	\$ 2,056.43	3.0%	\$ 2,118.13	3.0%	\$ 2,181.67	2.5%	\$ 2,236.21	2.5%	\$ 2,292.12	2.25%	\$ 2,343.69	2.0%	\$ 2,390.56
TBS5	\$ 1,925.78	3.75%	\$ 1,998.00	3.5%	\$ 2,067.92	3.25%	\$ 2,135.13	3.0%	\$ 2,199.19	3.0%	\$ 2,265.16	3.0%	\$ 2,333.12	3.0%	\$ 2,403.11	2.5%	\$ 2,463.19	2.5%	\$ 2,524.77	2.25%	\$ 2,581.58	2.0%	\$ 2,633.21
TBS6	\$ 2,121.24	3.75%	\$ 2,200.79	3.5%	\$ 2,277.82	3.25%	\$ 2,351.85	3.0%	\$ 2,422.40	3.0%	\$ 2,495.08	3.0%	\$ 2,569.93	3.0%	\$ 2,647.03	2.5%	\$ 2,713.20	2.5%	\$ 2,781.03	2.25%	\$ 2,843.60	2.0%	\$ 2,900.48
TBS7	\$ 2,336.55	3.75%	\$ 2,424.17	3.5%	\$ 2,509.02	3.25%	\$ 2,590.56	3.0%	\$ 2,668.28	3.0%	\$ 2,748.33	3.0%	\$ 2,830.78	3.0%	\$ 2,915.70	2.5%	\$ 2,988.59	2.5%	\$ 3,063.31	2.25%	\$ 3,132.23	2.0%	\$ 3,194.88
TBS8	\$ 2,573.71	3.75%	\$ 2,670.23	3.5%	\$ 2,763.68	3.25%	\$ 2,853.50	3.0%	\$ 2,939.11	3.0%	\$ 3,027.28	3.0%	\$ 3,118.10	3.0%	\$ 3,211.64	2.5%	\$ 3,291.93	2.5%	\$ 3,374.23	2.25%	\$ 3,450.15	2.0%	\$ 3,519.16
TBS9	\$ 2,834.94	3.75%	\$ 2,941.25	3.5%	\$ 3,044.20	3.25%	\$ 3,143.13	3.0%	\$ 3,237.43	3.0%	\$ 3,334.55	3.0%	\$ 3,434.59	3.0%	\$ 3,537.62	2.5%	\$ 3,626.06	2.5%	\$ 3,716.72	2.25%	\$ 3,800.34	2.0%	\$ 3,876.35
TBS10	\$ 3,122.69	3.75%	\$ 3,239.79	3.5%	\$ 3,353.18	3.25%	\$ 3,462.16	3.0%	\$ 3,566.03	3.0%	\$ 3,673.01	3.0%	\$ 3,783.20	3.0%	\$ 3,896.69	2.5%	\$ 3,994.11	2.5%	\$ 4,093.96	2.25%	\$ 4,186.08	2.0%	\$ 4,269.80

HOURLY																							
	1		2		3		4		5		6		7		8		9		10		11		12
TBS1	\$ 16.35228	3.75%	\$ 16.96549	3.5%	\$ 17.55928	3.25%	\$ 18.12996	3.0%	\$ 18.67386	3.0%	\$ 19.23407	3.0%	\$ 19.81110	3.0%	\$ 20.40543	2.5%	\$ 20.91556	2.5%	\$ 21.43845	2.25%	\$ 21.92082	2.0%	\$ 22.35923
TBS2	\$ 18.01204	3.75%	\$ 18.68749	3.5%	\$ 19.34155	3.25%	\$ 19.97015	3.0%	\$ 20.56925	3.0%	\$ 21.18633	3.0%	\$ 21.82192	3.0%	\$ 22.47658	2.5%	\$ 23.03849	2.5%	\$ 23.61446	2.25%	\$ 24.14578	2.0%	\$ 24.62870
TBS3	\$ 19.84026	3.75%	\$ 20.58427	3.5%	\$ 21.30472	3.25%	\$ 21.99712	3.0%	\$ 22.65703	3.0%	\$ 23.33674	3.0%	\$ 24.03685	3.0%	\$ 24.75795	2.5%	\$ 25.37690	2.5%	\$ 26.01132	2.25%	\$ 26.59658	2.0%	\$ 27.12851
TBS4	\$ 21.85404	3.75%	\$ 22.67357	3.5%	\$ 23.46715	3.25%	\$ 24.22983	3.0%	\$ 24.95672	3.0%	\$ 25.70542	3.0%	\$ 26.47659	3.0%	\$ 27.27088	2.5%	\$ 27.95266	2.5%	\$ 28.65147	2.25%	\$ 29.29613	2.0%	\$ 29.88205
TBS5	\$ 24.07223	3.75%	\$ 24.97494	3.5%	\$ 25.84906	3.25%	\$ 26.68916	3.0%	\$ 27.48983	3.0%	\$ 28.31452	3.0%	\$ 29.16396	3.0%	\$ 30.03888	2.5%	\$ 30.78985	2.5%	\$ 31.55960	2.25%	\$ 32.26969	2.0%	\$ 32.91508
TBS6	\$ 26.51556	3.75%	\$ 27.50989	3.5%	\$ 28.47274	3.25%	\$ 29.39810	3.0%	\$ 30.28005	3.0%	\$ 31.18845	3.0%	\$ 32.12410	3.0%	\$ 33.08783	2.5%	\$ 33.91502	2.5%	\$ 34.76290	2.25%	\$ 35.54506	2.0%	\$ 36.25596
TBS7	\$ 29.20689	3.75%	\$ 30.30215	3.5%	\$ 31.36272	3.25%	\$ 32.38201	3.0%	\$ 33.35347	3.0%	\$ 34.35408	3.0%	\$ 35.38470	3.0%	\$ 36.44624	2.5%	\$ 37.35740	2.5%	\$ 38.29133	2.25%	\$ 39.15289	2.0%	\$ 39.93594
TBS8	\$ 32.17139	3.75%	\$ 33.37782	3.5%	\$ 34.54604	3.25%	\$ 35.66879	3.0%	\$ 36.73885	3.0%	\$ 37.84102	3.0%	\$ 38.97625	3.0%	\$ 40.14553	2.5%	\$ 41.14917	2.5%	\$ 42.17790	2.25%	\$ 43.12690	2.0%	\$ 43.98944
TBS9	\$ 35.43679	3.75%	\$ 36.76566	3.5%	\$ 38.05246	3.25%	\$ 39.28917	3.0%	\$ 40.46784	3.0%	\$ 41.68188	3.0%	\$ 42.93233	3.0%	\$ 44.22030	2.5%	\$ 45.32581	2.5%	\$ 46.45896	2.25%	\$ 47.50428	2.0%	\$ 48.45437
TBS10	\$ 39.03362	3.75%	\$ 40.49738	3.5%	\$ 41.91479	3.25%	\$ 43.27702	3.0%	\$ 44.57533	3.0%	\$ 45.91259	3.0%	\$ 47.28997	3.0%	\$ 48.70867	2.5%	\$ 49.92638	2.5%	\$ 51.17454	2.25%	\$ 52.32597	2.0%	\$ 53.37249

ANNUAL- ALL JOB FAMILIES																							
EXECUTIVE																							
	1		2		3		4		5		6		7		8		9		10		11		12
EX1	\$ 118,758	3.75%	\$ 123,211	3.5%	\$ 127,523	3.25%	\$ 131,668	3.0%	\$ 135,618	3.00%	\$ 139,686	3.0%	\$ 143,877	3.0%	\$ 148,193	2.5%	\$ 151,898	2.5%	\$ 155,696	2.25%	\$ 159,199	2.0%	\$ 162,383
EX2	\$ 165,240	3.75%	\$ 171,436	3.5%	\$ 177,436	3.25%	\$ 183,203	3.0%	\$ 188,699	3.00%	\$ 194,360	3.0%	\$ 200,191	3.0%	\$ 206,197	2.5%	\$ 211,352	2.5%	\$ 216,635	2.25%	\$ 221,510	2.0%	\$ 225,940
EX3	\$ 172,675	3.75%	\$ 179,151	3.5%	\$ 185,421	3.25%	\$ 191,447	3.0%	\$ 197,191	3.00%	\$ 203,106	3.0%	\$ 209,199	3.0%	\$ 215,475	2.5%	\$ 220,862	2.5%	\$ 226,384	2.25%	\$ 231,478	2.0%	\$ 236,107
EX4	\$ 183,468	3.75%	\$ 190,348	3.5%	\$ 197,010	3.25%	\$ 203,413	3.0%	\$ 209,515	3.00%	\$ 215,800	3.0%	\$ 222,274	3.0%	\$ 228,943	2.5%	\$ 234,666	2.5%	\$ 240,533	2.25%	\$ 245,945	2.0%	\$ 250,864
INFORMATION TECHNOLOGY																							
	1		2		3		4		5		6		7		8		9		10		11		12
INFT1	\$ 80,568	3.75%	\$ 83,589	3.5%	\$ 86,515	3.25%	\$ 89,326	3.0%	\$ 92,006	3.00%	\$ 94,766	3.0%	\$ 97,609	3.0%	\$ 100,538	2.5%	\$ 103,051	2.5%	\$ 105,627	2.25%	\$ 108,004	2.0%	\$ 110,164
INFT2	\$ 87,174	3.75%	\$ 90,443	3.5%	\$ 93,609	3.25%	\$ 96,651	3.0%	\$ 99,551	3.00%	\$ 102,537	3.0%	\$ 105,613	3.0%	\$ 108,782	2.5%	\$ 111,501	2.5%	\$ 114,289	2.25%	\$ 116,860	2.0%	\$ 119,197
INFT3	\$ 94,323	3.75%	\$ 97,860	3.5%	\$ 101,285	3.25%	\$ 104,576	3.0%	\$ 107,714	3.00%	\$ 110,945	3.0%	\$ 114,274	3.0%	\$ 117,702	2.5%	\$ 120,644	2.5%	\$ 123,660	2.25%	\$ 126,443	2.0%	\$ 128,972
INFT4	\$ 102,057	3.75%	\$ 105,884	3.5%	\$ 109,590	3.25%	\$ 113,152	3.0%	\$ 116,546	3.00%	\$ 120,043	3.0%	\$ 123,644	3.0%	\$ 127,353	2.5%	\$ 130,537	2.5%	\$ 133,801	2.25%	\$ 136,811	2.0%	\$ 139,547
INFT5	\$ 110,426	3.75%	\$ 114,567	3.5%	\$ 118,576	3.25%	\$ 122,430	3.0%	\$ 126,103	3.00%	\$ 129,886	3.0%	\$ 133,783	3.0%	\$ 137,796	2.5%	\$ 141,241	2.5%	\$ 144,772	2.25%	\$ 148,030	2.0%	\$ 150,990
INFT6	\$ 119,481	3.75%	\$ 123,961	3.5%	\$ 128,300	3.25%	\$ 132,469	3.0%	\$ 136,444	3.00%	\$ 140,537	3.0%	\$ 144,753	3.0%	\$ 149,096	2.5%	\$ 152,823	2.5%	\$ 156,643	2.25%	\$ 160,168	2.0%	\$ 163,371
LABOR, TRADES, CRAFTS AND UTILITIES																							
	1		2		3		4		5		6		7		8		9		10		11		12
LTCU1	\$ 32,095	3.75%	\$ 33,299	3.5%	\$ 34,465	3.25%	\$ 35,585	3.0%	\$ 36,652	3.00%	\$ 37,752	3.0%	\$ 38,884	3.0%	\$ 40,051	2.5%	\$ 41,052	2.5%	\$ 42,078	2.25%	\$ 43,025	2.0%	\$ 43,886
LTCU2	\$ 35,382	3.75%	\$ 36,709	3.5%	\$ 37,994	3.25%	\$ 39,228	3.0%	\$ 40,405	3.00%	\$ 41,618	3.0%	\$ 42,866	3.0%	\$ 44,152	2.5%	\$ 45,256	2.5%	\$ 46,387	2.25%	\$ 47,431	2.0%	\$ 48,380
LTCU3	\$ 39,005	3.75%	\$ 40,468	3.5%	\$ 41,884	3.25%	\$ 43,245	3.0%	\$ 44,543	3.00%	\$ 45,879	3.0%	\$ 47,256	3.0%	\$ 48,673	2.5%	\$ 49,890	2.5%	\$ 51,137	2.25%	\$ 52,288	2.0%	\$ 53,334
LTCU4	\$ 42,999	3.75%	\$ 44,612	3.5%	\$ 46,173	3.25%	\$ 47,674	3.0%	\$ 49,104	3.00%	\$ 50,577	3.0%	\$ 52,094	3.0%	\$ 53,657	2.5%	\$ 54,999	2.5%	\$ 56,374	2.25%	\$ 57,642	2.0%	\$ 58,795
LTCU5	\$ 47,402	3.75%	\$ 49,180	3.5%	\$ 50,901	3.25%	\$ 52,556	3.0%	\$ 54,132	3.00%	\$ 55,756	3.0%	\$ 57,429	3.0%	\$ 59,152	2.5%	\$ 60,631	2.5%	\$ 62,146	2.25%	\$ 63,545	2.0%	\$ 64,816
LTCU6	\$ 52,256	3.75%	\$ 54,216	3.5%	\$ 56,114	3.25%	\$ 57,937	3.0%	\$ 59,675	3.00%	\$ 61,466	3.0%	\$ 63,310	3.0%	\$ 65,209	2.5%	\$ 66,839	2.5%	\$ 68,510	2.25%	\$ 70,052	2.0%	\$ 71,453
LTCU7	\$ 57,608	3.75%	\$ 59,768	3.5%	\$ 61,860	3.25%	\$ 63,870	3.0%	\$ 65,786	3.00%	\$ 67,760	3.0%	\$ 69,793	3.0%	\$ 71,886	2.5%	\$ 73,684	2.5%	\$ 75,526	2.25%	\$ 77,225	2.0%	\$ 78,769
LTCU8	\$ 63,507	3.75%	\$ 65,888	3.5%	\$ 68,194	3.25%	\$ 70,410	3.0%	\$ 72,523	3.00%	\$ 74,698	3.0%	\$ 76,939	3.0%	\$ 79,248	2.5%	\$ 81,229	2.5%	\$ 83,259	2.25%	\$ 85,133	2.0%	\$ 86,835
LTCU9	\$ 70,010	3.75%	\$ 72,635	3.5%	\$ 75,177	3.25%	\$ 77,620	3.0%	\$ 79,949	3.00%	\$ 82,348	3.0%	\$ 84,818	3.0%	\$ 87,362	2.5%	\$ 89,547	2.5%	\$ 91,785	2.25%	\$ 93,850	2.0%	\$ 95,727
MANAGEMENT																							
	1		2		3		4		5		6		7		8		9		10		11		12
MGMT2	\$ 57,041	3.75%	\$ 59,180	3.5%	\$ 61,251	3.25%	\$ 63,242	3.0%	\$ 65,139	3.00%	\$ 67,093	3.0%	\$ 69,106	3.0%	\$ 71,179	2.5%	\$ 72,958	2.5%	\$ 74,782	2.25%	\$ 76,465	2.0%	\$ 77,994
MGMT3	\$ 62,893	3.75%	\$ 65,251	3.5%	\$ 67,535	3.25%	\$ 69,730	3.0%	\$ 71,822	3.00%	\$ 73,977	3.0%	\$ 76,196	3.0%	\$ 78,482	2.5%	\$ 80,444	2.5%	\$ 82,455	2.25%	\$ 84,310	2.0%	\$ 85,996
MGMT4	\$ 69,346	3.75%	\$ 71,946	3.5%	\$ 74,464	3.25%	\$ 76,884	3.0%	\$ 79,191	3.00%	\$ 81,567	3.0%	\$ 84,014	3.0%	\$ 86,534	2.5%	\$ 88,698	2.5%	\$ 90,915	2.25%	\$ 92,961	2.0%	\$ 94,820
MGMT5	\$ 78,236	3.75%	\$ 81,170	3.5%	\$ 84,011	3.25%	\$ 86,741	3.0%	\$ 89,343	3.00%	\$ 92,024	3.0%	\$ 94,784	3.0%	\$ 97,628	2.5%	\$ 100,069	2.5%	\$ 102,570	2.25%	\$ 104,878	2.0%	\$ 106,976
MGMT6	\$ 86,263	3.75%	\$ 89,498	3.5%	\$ 92,630	3.25%	\$ 95,641	3.0%	\$ 98,510	3.00%	\$ 101,465	3.0%	\$ 104,509	3.0%	\$ 107,644	2.5%	\$ 110,336	2.5%	\$ 113,094	2.25%	\$ 115,639	2.0%	\$ 117,951
MGMT7	\$ 95,114	3.75%	\$ 98,680	3.5%	\$ 102,134	3.25%	\$ 105,453	3.0%	\$ 108,617	3.00%	\$ 111,876	3.0%	\$ 115,232	3.0%	\$ 118,689	2.5%	\$ 121,656	2.5%	\$ 124,697	2.25%	\$ 127,503	2.0%	\$ 130,053
MGMT8	\$ 104,872	3.75%	\$ 108,805	3.5%	\$ 112,613	3.25%	\$ 116,273	3.0%	\$ 119,761	3.00%	\$ 123,354	3.0%	\$ 127,055	3.0%	\$ 130,866	2.5%	\$ 134,138	2.5%	\$ 137,491	2.25%	\$ 140,585	2.0%	\$ 143,397
MGMT9	\$ 113,000	3.75%	\$ 117,237	3.5%	\$ 121,341	3.25%	\$ 125,284	3.0%	\$ 129,043	3.00%	\$ 132,914	3.0%	\$ 136,901	3.0%	\$ 141,008	2.5%	\$ 144,534	2.5%	\$ 148,147	2.25%	\$ 151,480	2.0%	\$ 154,510
MGMT10	\$ 124,594	3.75%	\$ 129,266	3.5%	\$ 133,790	3.25%	\$ 138,138	3.0%	\$ 142,282	3.00%	\$ 146,551	3.0%	\$ 150,947	3.0%	\$ 155,476	2.5%	\$ 159,363	2.5%	\$ 163,347	2.25%	\$ 167,022	2.0%	\$ 170,363
MGMT11	\$ 132,069	3.75%	\$ 137,022	3.5%	\$ 141,817	3.25%	\$ 146,427	3.0%	\$ 150,819	3.00%	\$ 155,344	3.0%	\$ 160,004	3.0%	\$ 164,804	2.5%	\$ 168,924	2.5%	\$ 173,148	2.25%	\$ 177,043	2.0%	\$ 180,584
MGMT12	\$ 139,993	3.75%	\$ 145,243	3.5%	\$ 150,327	3.25%	\$ 155,212	3.0%	\$ 159,869	3.00%	\$ 164,665	3.0%	\$ 169,604	3.0%	\$ 174,693	2.5%	\$ 179,060	2.5%	\$ 183,536	2.25%	\$ 187,666	2.0%	\$ 191,419
MGMT13	\$ 146,993	3.75%	\$ 152,505	3.5%	\$ 157,843	3.25%	\$ 162,973	3.0%	\$ 167,862	3.00%	\$ 172,898	3.0%	\$ 178,085	3.0%	\$ 183,427	2.5%	\$ 188,013	2.5%	\$ 192,713	2.25%	\$ 197,049	2.0%	\$ 200,990
POLICE SWORN																							
	1		2		3		4		5														
PD1	\$ 83,283	7.25%	\$ 89,321	7.25%	\$ 95,796	7.25%	\$ 102,742	7.25%	\$ 110,190														
PDM	\$ 115,149																						
PD2	\$ 125,984	3.00%	\$ 129,764	3.0%	\$ 133,657	2.25%	\$ 136,664																
PD3	\$ 153,064	2.25%	\$ 156,508																				
PD4	\$ 165,898	2.25%	\$ 169,631																				
PD5	\$ 187,307	2.25%	\$ 191,521																				
PR	\$ 77,400																						

ANNUAL- ALL JOB FAMILIES																							
PROFESSIONAL																							
	1		2		3		4		5		6		7		8		9		10		11		12
PROF3	\$ 52,929	3.75%	\$ 54,914	3.5%	\$ 56,836	3.25%	\$ 58,683	3.0%	\$ 60,443	3.00%	\$ 62,257	3.0%	\$ 64,124	3.0%	\$ 66,048	2.5%	\$ 67,699	2.5%	\$ 69,392	2.25%	\$ 70,953	2.0%	\$ 72,372
PROF4	\$ 58,486	3.75%	\$ 60,680	3.5%	\$ 62,803	3.25%	\$ 64,845	3.0%	\$ 66,790	3.00%	\$ 68,794	3.0%	\$ 70,857	3.0%	\$ 72,983	2.5%	\$ 74,808	2.5%	\$ 76,678	2.25%	\$ 78,403	2.0%	\$ 79,971
PROF5	\$ 64,628	3.75%	\$ 67,051	3.5%	\$ 69,398	3.25%	\$ 71,653	3.0%	\$ 73,803	3.00%	\$ 76,017	3.0%	\$ 78,297	3.0%	\$ 80,646	2.5%	\$ 82,663	2.5%	\$ 84,729	2.25%	\$ 86,636	2.0%	\$ 88,368
PROF6	\$ 71,413	3.75%	\$ 74,091	3.5%	\$ 76,685	3.25%	\$ 79,177	3.0%	\$ 81,552	3.00%	\$ 83,999	3.0%	\$ 86,519	3.0%	\$ 89,114	2.5%	\$ 91,342	2.5%	\$ 93,626	2.25%	\$ 95,732	2.0%	\$ 97,647
PROF7	\$ 78,912	3.75%	\$ 81,871	3.5%	\$ 84,737	3.25%	\$ 87,490	3.0%	\$ 90,115	3.00%	\$ 92,819	3.0%	\$ 95,603	3.0%	\$ 98,471	2.5%	\$ 100,933	2.5%	\$ 103,456	2.25%	\$ 105,784	2.0%	\$ 107,900
PROF8	\$ 87,198	3.75%	\$ 90,468	3.5%	\$ 93,634	3.25%	\$ 96,677	3.0%	\$ 99,577	3.00%	\$ 102,565	3.0%	\$ 105,642	3.0%	\$ 108,811	2.5%	\$ 111,531	2.5%	\$ 114,319	2.25%	\$ 116,892	2.0%	\$ 119,229
PROF9	\$ 96,353	3.75%	\$ 99,967	3.5%	\$ 103,465	3.25%	\$ 106,828	3.0%	\$ 110,033	3.00%	\$ 113,334	3.0%	\$ 116,734	3.0%	\$ 120,236	2.5%	\$ 123,242	2.5%	\$ 126,323	2.25%	\$ 129,165	2.0%	\$ 131,748
PROF10	\$ 106,470	3.75%	\$ 110,463	3.5%	\$ 114,329	3.25%	\$ 118,045	3.0%	\$ 121,586	3.00%	\$ 125,234	3.0%	\$ 128,991	3.0%	\$ 132,861	2.5%	\$ 136,182	2.5%	\$ 139,587	2.25%	\$ 142,727	2.0%	\$ 145,582
PROF11	\$ 117,650	3.75%	\$ 122,062	3.5%	\$ 126,334	3.25%	\$ 130,440	3.0%	\$ 134,353	3.00%	\$ 138,383	3.0%	\$ 142,535	3.0%	\$ 146,811	2.5%	\$ 150,481	2.5%	\$ 154,243	2.25%	\$ 157,714	2.0%	\$ 160,868
TECHNICAL AND BUSINESS SUPPORT																							
	1		2		3		4		5		6		7		8		9		10		11		12
TBS1	\$ 34,013	3.75%	\$ 35,288	3.5%	\$ 36,523	3.25%	\$ 37,710	3.0%	\$ 38,842	3.00%	\$ 40,007	3.0%	\$ 41,207	3.0%	\$ 42,443	2.5%	\$ 43,504	2.5%	\$ 44,592	2.25%	\$ 45,595	2.0%	\$ 46,507
TBS2	\$ 37,465	3.75%	\$ 38,870	3.5%	\$ 40,230	3.25%	\$ 41,538	3.0%	\$ 42,784	3.00%	\$ 44,068	3.0%	\$ 45,390	3.0%	\$ 46,751	2.5%	\$ 47,920	2.5%	\$ 49,118	2.25%	\$ 50,223	2.0%	\$ 51,228
TBS3	\$ 41,268	3.75%	\$ 42,815	3.5%	\$ 44,314	3.25%	\$ 45,754	3.0%	\$ 47,127	3.00%	\$ 48,540	3.0%	\$ 49,997	3.0%	\$ 51,497	2.5%	\$ 52,784	2.5%	\$ 54,104	2.25%	\$ 55,321	2.0%	\$ 56,427
TBS4	\$ 45,456	3.75%	\$ 47,161	3.5%	\$ 48,812	3.25%	\$ 50,398	3.0%	\$ 51,910	3.00%	\$ 53,467	3.0%	\$ 55,071	3.0%	\$ 56,723	2.5%	\$ 58,142	2.5%	\$ 59,595	2.25%	\$ 60,936	2.0%	\$ 62,155
TBS5	\$ 50,070	3.75%	\$ 51,948	3.5%	\$ 53,766	3.25%	\$ 55,513	3.0%	\$ 57,179	3.00%	\$ 58,894	3.0%	\$ 60,661	3.0%	\$ 62,481	2.5%	\$ 64,043	2.5%	\$ 65,644	2.25%	\$ 67,121	2.0%	\$ 68,463
TBS6	\$ 55,152	3.75%	\$ 57,221	3.5%	\$ 59,223	3.25%	\$ 61,148	3.0%	\$ 62,982	3.00%	\$ 64,872	3.0%	\$ 66,818	3.0%	\$ 68,823	2.5%	\$ 70,543	2.5%	\$ 72,307	2.25%	\$ 73,934	2.0%	\$ 75,412
TBS7	\$ 60,750	3.75%	\$ 63,028	3.5%	\$ 65,234	3.25%	\$ 67,355	3.0%	\$ 69,375	3.00%	\$ 71,456	3.0%	\$ 73,600	3.0%	\$ 75,808	2.5%	\$ 77,703	2.5%	\$ 79,646	2.25%	\$ 81,438	2.0%	\$ 83,067
TBS8	\$ 66,916	3.75%	\$ 69,426	3.5%	\$ 71,856	3.25%	\$ 74,191	3.0%	\$ 76,417	3.00%	\$ 78,709	3.0%	\$ 81,071	3.0%	\$ 83,503	2.5%	\$ 85,590	2.5%	\$ 87,730	2.25%	\$ 89,704	2.0%	\$ 91,498
TBS9	\$ 73,709	3.75%	\$ 76,473	3.5%	\$ 79,149	3.25%	\$ 81,721	3.0%	\$ 84,173	3.00%	\$ 86,698	3.0%	\$ 89,299	3.0%	\$ 91,978	2.5%	\$ 94,278	2.5%	\$ 96,635	2.25%	\$ 98,809	2.0%	\$ 100,785
TBS10	\$ 81,190	3.75%	\$ 84,235	3.5%	\$ 87,183	3.25%	\$ 90,016	3.0%	\$ 92,717	3.00%	\$ 95,498	3.0%	\$ 98,363	3.0%	\$ 101,314	2.5%	\$ 103,847	2.5%	\$ 106,443	2.25%	\$ 108,838	2.0%	\$ 111,015

MONTHLY- ALL JOB FAMILIES																							
EXECUTIVE																							
	1		2		3		4		5		6		7		8		9		10		11		12
EX1	\$ 9,896.46	3.75%	\$ 10,267.58	3.5%	\$ 10,626.94	3.25%	\$ 10,972.32	3.0%	\$ 11,301.49	3.0%	\$ 11,640.53	3.0%	\$ 11,989.75	3.0%	\$ 12,349.44	2.5%	\$ 12,658.18	2.5%	\$ 12,974.63	2.25%	\$ 13,266.56	2.0%	\$ 13,531.89
EX2	\$ 13,769.97	3.75%	\$ 14,286.34	3.5%	\$ 14,786.36	3.25%	\$ 15,266.92	3.0%	\$ 15,724.93	3.0%	\$ 16,196.68	3.0%	\$ 16,682.58	3.0%	\$ 17,183.05	2.5%	\$ 17,612.63	2.5%	\$ 18,052.94	2.25%	\$ 18,459.14	2.0%	\$ 18,828.32
EX3	\$ 14,389.62	3.75%	\$ 14,929.23	3.5%	\$ 15,451.75	3.25%	\$ 15,953.93	3.0%	\$ 16,432.55	3.0%	\$ 16,925.53	3.0%	\$ 17,433.29	3.0%	\$ 17,956.29	2.5%	\$ 18,405.20	2.5%	\$ 18,865.33	2.25%	\$ 19,289.80	2.0%	\$ 19,675.59
EX4	\$ 15,288.97	3.75%	\$ 15,862.30	3.5%	\$ 16,417.48	3.25%	\$ 16,951.05	3.0%	\$ 17,459.58	3.0%	\$ 17,983.37	3.0%	\$ 18,522.87	3.0%	\$ 19,078.56	2.5%	\$ 19,555.52	2.5%	\$ 20,044.41	2.25%	\$ 20,495.41	2.0%	\$ 20,905.32
INFORMATION TECHNOLOGY																							
	1		2		3		4		5		6		7		8		9		10		11		12
INFT1	\$6,713.97	3.75%	\$6,965.75	3.5%	\$7,209.55	3.25%	\$7,443.86	3.0%	\$7,667.17	3.0%	\$7,897.19	3.0%	\$8,134.11	3.0%	\$8,378.13	2.5%	\$8,587.58	2.5%	\$8,802.27	2.25%	\$9,000.32	2.0%	\$9,180.33
INFT2	\$7,264.52	3.75%	\$7,536.94	3.5%	\$7,800.73	3.25%	\$8,054.26	3.0%	\$8,295.88	3.0%	\$8,544.76	3.0%	\$8,801.10	3.0%	\$9,065.14	2.5%	\$9,291.76	2.5%	\$9,524.06	2.25%	\$9,738.35	2.0%	\$9,933.12
INFT3	\$7,860.21	3.75%	\$8,154.97	3.5%	\$8,440.39	3.25%	\$8,714.70	3.0%	\$8,976.15	3.0%	\$9,245.43	3.0%	\$9,522.79	3.0%	\$9,808.48	2.5%	\$10,053.69	2.5%	\$10,305.03	2.25%	\$10,536.89	2.0%	\$10,747.63
INFT4	\$8,504.75	3.75%	\$8,823.68	3.5%	\$9,132.50	3.25%	\$9,429.31	3.0%	\$9,712.19	3.0%	\$10,003.56	3.0%	\$10,303.66	3.0%	\$10,612.77	2.5%	\$10,878.09	2.5%	\$11,150.04	2.25%	\$11,400.92	2.0%	\$11,628.94
INFT5	\$9,202.14	3.75%	\$9,547.22	3.5%	\$9,881.37	3.25%	\$10,202.51	3.0%	\$10,508.59	3.0%	\$10,823.85	3.0%	\$11,148.56	3.0%	\$11,483.02	2.5%	\$11,770.09	2.5%	\$12,064.35	2.25%	\$12,335.79	2.0%	\$12,582.51
INFT6	\$9,956.71	3.75%	\$10,330.09	3.5%	\$10,691.64	3.25%	\$11,039.12	3.0%	\$11,370.29	3.0%	\$11,711.40	3.0%	\$12,062.74	3.0%	\$12,424.63	2.5%	\$12,735.24	2.5%	\$13,053.62	2.25%	\$13,347.33	2.0%	\$13,614.28
LABOR, TRADES, CRAFTS AND UTILITIES																							
	1		2		3		4		5		6		7		8		9		10		11		12
LTCU1	\$2,674.62	3.75%	\$2,774.92	3.5%	\$2,872.04	3.25%	\$2,965.39	3.0%	\$3,054.35	3.0%	\$3,145.98	3.0%	\$3,240.36	3.0%	\$3,337.57	2.5%	\$3,421.01	2.5%	\$3,506.53	2.25%	\$3,585.43	2.0%	\$3,657.14
LTCU2	\$2,948.50	3.75%	\$3,059.07	3.5%	\$3,166.14	3.25%	\$3,269.04	3.0%	\$3,367.11	3.0%	\$3,468.13	3.0%	\$3,572.17	3.0%	\$3,679.33	2.5%	\$3,771.32	2.5%	\$3,865.60	2.25%	\$3,952.58	2.0%	\$4,031.63
LTCU3	\$3,250.43	3.75%	\$3,372.32	3.5%	\$3,490.35	3.25%	\$3,603.79	3.0%	\$3,711.90	3.0%	\$3,823.26	3.0%	\$3,937.96	3.0%	\$4,056.10	2.5%	\$4,157.50	2.5%	\$4,261.44	2.25%	\$4,357.32	2.0%	\$4,444.47
LTCU4	\$3,583.28	3.75%	\$3,717.65	3.5%	\$3,847.77	3.25%	\$3,972.82	3.0%	\$4,092.00	3.0%	\$4,214.76	3.0%	\$4,341.21	3.0%	\$4,471.44	2.5%	\$4,583.23	2.5%	\$4,697.81	2.25%	\$4,803.51	2.0%	\$4,899.58
LTCU5	\$3,950.20	3.75%	\$4,098.34	3.5%	\$4,241.78	3.25%	\$4,379.64	3.0%	\$4,511.02	3.0%	\$4,646.36	3.0%	\$4,785.75	3.0%	\$4,929.32	2.5%	\$5,052.55	2.5%	\$5,178.86	2.25%	\$5,295.39	2.0%	\$5,401.30
LTCU6	\$4,354.70	3.75%	\$4,518.01	3.5%	\$4,676.14	3.25%	\$4,828.11	3.0%	\$4,972.95	3.0%	\$5,122.14	3.0%	\$5,275.81	3.0%	\$5,434.08	2.5%	\$5,569.93	2.5%	\$5,709.18	2.25%	\$5,837.64	2.0%	\$5,954.39
LTCU7	\$4,800.63	3.75%	\$4,980.65	3.5%	\$5,154.97	3.25%	\$5,322.51	3.0%	\$5,482.18	3.0%	\$5,646.65	3.0%	\$5,816.05	3.0%	\$5,990.53	2.5%	\$6,140.29	2.5%	\$6,293.80	2.25%	\$6,435.41	2.0%	\$6,564.12
LTCU8	\$5,292.21	3.75%	\$5,490.67	3.5%	\$5,682.84	3.25%	\$5,867.53	3.0%	\$6,043.56	3.0%	\$6,224.87	3.0%	\$6,411.61	3.0%	\$6,603.96	2.5%	\$6,769.06	2.5%	\$6,938.29	2.25%	\$7,094.40	2.0%	\$7,236.29
LTCU9	\$5,834.13	3.75%	\$6,052.91	3.5%	\$6,264.76	3.25%	\$6,468.37	3.0%	\$6,662.42	3.0%	\$6,862.29	3.0%	\$7,068.16	3.0%	\$7,280.21	2.5%	\$7,462.21	2.5%	\$7,648.77	2.25%	\$7,820.86	2.0%	\$7,977.28
MANAGEMENT																							
	1		2		3		4		5		6		7		8		9		10		11		12
MGMT2	\$4,753.38	3.75%	\$4,931.64	3.5%	\$5,104.24	3.25%	\$5,270.13	3.0%	\$5,428.23	3.0%	\$5,591.08	3.0%	\$5,758.81	3.0%	\$5,931.58	2.5%	\$6,079.87	2.5%	\$6,231.87	2.25%	\$6,372.08	2.0%	\$6,499.52
MGMT3	\$5,241.08	3.75%	\$5,437.62	3.5%	\$5,627.94	3.25%	\$5,810.85	3.0%	\$5,985.17	3.0%	\$6,164.73	3.0%	\$6,349.67	3.0%	\$6,540.16	2.5%	\$6,703.66	2.5%	\$6,871.25	2.25%	\$7,025.86	2.0%	\$7,166.37
MGMT4	\$5,778.82	3.75%	\$5,995.52	3.5%	\$6,205.36	3.25%	\$6,407.04	3.0%	\$6,599.25	3.0%	\$6,797.23	3.0%	\$7,001.14	3.0%	\$7,211.18	2.5%	\$7,391.46	2.5%	\$7,576.25	2.25%	\$7,746.71	2.0%	\$7,901.64
MGMT5	\$6,519.66	3.75%	\$6,764.15	3.5%	\$7,000.89	3.25%	\$7,228.42	3.0%	\$7,445.27	3.0%	\$7,668.63	3.0%	\$7,898.69	3.0%	\$8,135.65	2.5%	\$8,339.04	2.5%	\$8,547.52	2.25%	\$8,739.84	2.0%	\$8,914.64
MGMT6	\$7,188.58	3.75%	\$7,458.15	3.5%	\$7,719.18	3.25%	\$7,970.06	3.0%	\$8,209.16	3.0%	\$8,455.43	3.0%	\$8,709.10	3.0%	\$8,970.37	2.5%	\$9,194.63	2.5%	\$9,424.50	2.25%	\$9,636.55	2.0%	\$9,829.28
MGMT7	\$7,926.13	3.75%	\$8,223.36	3.5%	\$8,511.17	3.25%	\$8,787.79	3.0%	\$9,051.42	3.0%	\$9,322.96	3.0%	\$9,602.65	3.0%	\$9,890.73	2.5%	\$10,138.00	2.5%	\$10,391.45	2.25%	\$10,625.26	2.0%	\$10,837.76
MGMT8	\$8,739.35	3.75%	\$9,067.07	3.5%	\$9,384.42	3.25%	\$9,689.41	3.0%	\$9,980.09	3.0%	\$10,279.50	3.0%	\$10,587.88	3.0%	\$10,905.52	2.5%	\$11,178.16	2.5%	\$11,457.61	2.25%	\$11,715.41	2.0%	\$11,949.72
MGMT9	\$9,416.65	3.75%	\$9,769.77	3.5%	\$10,111.71	3.25%	\$10,440.34	3.0%	\$10,753.55	3.0%	\$11,076.16	3.0%	\$11,408.44	3.0%	\$11,750.70	2.5%	\$12,044.46	2.5%	\$12,345.58	2.25%	\$12,623.35	2.0%	\$12,875.82
MGMT10	\$10,382.79	3.75%	\$10,772.15	3.5%	\$11,149.17	3.25%	\$11,511.52	3.0%	\$11,856.87	3.0%	\$12,212.57	3.0%	\$12,578.95	3.0%	\$12,956.32	2.5%	\$13,280.23	2.5%	\$13,612.23	2.25%	\$13,918.51	2.0%	\$14,196.88
MGMT11	\$11,005.76	3.75%	\$11,418.48	3.5%	\$11,818.12	3.25%	\$12,202.21	3.0%	\$12,568.28	3.0%	\$12,945.33	3.0%	\$13,333.69	3.0%	\$13,733.70	2.5%	\$14,077.04	2.5%	\$14,428.97	2.25%	\$14,753.62	2.0%	\$15,048.69
MGMT12	\$11,666.11	3.75%	\$12,103.59	3.5%	\$12,527.21	3.25%	\$12,934.35	3.0%	\$13,322.38	3.0%	\$13,722.05	3.0%	\$14,133.71	3.0%	\$14,557.72	2.5%	\$14,921.66	2.5%	\$15,294.70	2.25%	\$15,638.83	2.0%	\$15,951.61
MGMT13	\$12,249.41	3.75%	\$12,708.76	3.5%	\$13,153.57	3.25%	\$13,581.06	3.0%	\$13,988.49	3.0%	\$14,408.15	3.0%	\$14,840.39	3.0%	\$15,285.61	2.5%	\$15,667.75	2.5%	\$16,059.44	2.25%	\$16,420.78	2.0%	\$16,749.19
POLICE SWORN																							
	1		2		3		4		5														
PD1	\$6,940.22	7.25%	\$7,443.39	7.25%	\$7,983.03	7.25%	\$8,561.80	7.25%	\$9,182.53														
PDM	\$9,595.75																						
PD2	\$10,498.71	3.00%	\$10,813.67	3.0%	\$11,138.08	2.25%	\$11,388.68																
PD3	\$12,755.33	2.25%	\$13,042.32																				
PD4	\$13,824.86	2.25%	\$14,135.92																				
PD5	\$15,608.88	2.25%	\$15,960.08																				
PR	\$6,450.02																						

MONTHLY- ALL JOB FAMILIES																							
PROFESSIONAL																							
	1		2		3		4		5		6		7		8		9		10		11		12
PROF3	\$4,410.74	3.75%	\$4,576.15	3.5%	\$4,736.31	3.25%	\$4,890.24	3.0%	\$5,036.95	3.0%	\$5,188.06	3.0%	\$5,343.70	3.0%	\$5,504.01	2.5%	\$5,641.61	2.5%	\$5,782.65	2.25%	\$5,912.76	2.0%	\$6,031.02
PROF4	\$4,873.87	3.75%	\$5,056.64	3.5%	\$5,233.62	3.25%	\$5,403.72	3.0%	\$5,565.83	3.0%	\$5,732.80	3.0%	\$5,904.79	3.0%	\$6,081.93	2.5%	\$6,233.98	2.5%	\$6,389.83	2.25%	\$6,533.60	2.0%	\$6,664.27
PROF5	\$5,385.63	3.75%	\$5,587.59	3.5%	\$5,783.16	3.25%	\$5,971.11	3.0%	\$6,150.24	3.0%	\$6,334.75	3.0%	\$6,524.79	3.0%	\$6,720.53	2.5%	\$6,888.55	2.5%	\$7,060.76	2.25%	\$7,219.63	2.0%	\$7,364.02
PROF6	\$5,951.12	3.75%	\$6,174.29	3.5%	\$6,390.39	3.25%	\$6,598.07	3.0%	\$6,796.02	3.0%	\$6,999.90	3.0%	\$7,209.89	3.0%	\$7,426.19	2.5%	\$7,611.85	2.5%	\$7,802.14	2.25%	\$7,977.69	2.0%	\$8,137.24
PROF7	\$6,575.99	3.75%	\$6,822.59	3.5%	\$7,061.38	3.25%	\$7,290.87	3.0%	\$7,509.60	3.0%	\$7,734.89	3.0%	\$7,966.93	3.0%	\$8,205.94	2.5%	\$8,411.09	2.5%	\$8,621.37	2.25%	\$8,815.35	2.0%	\$8,991.65
PROF8	\$7,266.47	3.75%	\$7,538.96	3.5%	\$7,802.82	3.25%	\$8,056.41	3.0%	\$8,298.11	3.0%	\$8,547.05	3.0%	\$8,803.46	3.0%	\$9,067.56	2.5%	\$9,294.25	2.5%	\$9,526.61	2.25%	\$9,740.96	2.0%	\$9,935.78
PROF9	\$8,029.44	3.75%	\$8,330.55	3.5%	\$8,622.12	3.25%	\$8,902.34	3.0%	\$9,169.41	3.0%	\$9,444.49	3.0%	\$9,727.82	3.0%	\$10,019.66	2.5%	\$10,270.15	2.5%	\$10,526.90	2.25%	\$10,763.76	2.0%	\$10,979.03
PROF10	\$8,872.54	3.75%	\$9,205.26	3.5%	\$9,527.44	3.25%	\$9,837.08	3.0%	\$10,132.20	3.0%	\$10,436.16	3.0%	\$10,749.25	3.0%	\$11,071.72	2.5%	\$11,348.52	2.5%	\$11,632.23	2.25%	\$11,893.95	2.0%	\$12,131.83
PROF11	\$9,804.15	3.75%	\$10,171.81	3.5%	\$10,527.82	3.25%	\$10,869.98	3.0%	\$11,196.08	3.0%	\$11,531.96	3.0%	\$11,877.92	3.0%	\$12,234.25	2.5%	\$12,540.11	2.5%	\$12,853.61	2.25%	\$13,142.82	2.0%	\$13,405.68
TECHNICAL AND BUSINESS SUPPORT																							
	1		2		3		4		5		6		7		8		9		10		11		12
TBS1	\$2,834.40	3.75%	\$2,940.68	3.5%	\$3,043.61	3.25%	\$3,142.53	3.0%	\$3,236.80	3.0%	\$3,333.91	3.0%	\$3,433.92	3.0%	\$3,536.94	2.5%	\$3,625.36	2.5%	\$3,716.00	2.25%	\$3,799.61	2.0%	\$3,875.60
TBS2	\$3,122.09	3.75%	\$3,239.16	3.5%	\$3,352.54	3.25%	\$3,461.49	3.0%	\$3,565.34	3.0%	\$3,672.30	3.0%	\$3,782.47	3.0%	\$3,895.94	2.5%	\$3,993.34	2.5%	\$4,093.17	2.25%	\$4,185.27	2.0%	\$4,268.97
TBS3	\$3,438.98	3.75%	\$3,567.94	3.5%	\$3,692.82	3.25%	\$3,812.83	3.0%	\$3,927.22	3.0%	\$4,045.04	3.0%	\$4,166.39	3.0%	\$4,291.38	2.5%	\$4,398.66	2.5%	\$4,508.63	2.25%	\$4,610.07	2.0%	\$4,702.28
TBS4	\$3,788.03	3.75%	\$3,930.09	3.5%	\$4,067.64	3.25%	\$4,199.84	3.0%	\$4,325.83	3.0%	\$4,455.61	3.0%	\$4,589.28	3.0%	\$4,726.95	2.5%	\$4,845.13	2.5%	\$4,966.26	2.25%	\$5,078.00	2.0%	\$5,179.56
TBS5	\$4,172.52	3.75%	\$4,328.99	3.5%	\$4,480.50	3.25%	\$4,626.12	3.0%	\$4,764.90	3.0%	\$4,907.85	3.0%	\$5,055.09	3.0%	\$5,206.74	2.5%	\$5,336.91	2.5%	\$5,470.33	2.25%	\$5,593.41	2.0%	\$5,705.28
TBS6	\$4,596.03	3.75%	\$4,768.38	3.5%	\$4,935.27	3.25%	\$5,095.67	3.0%	\$5,248.54	3.0%	\$5,406.00	3.0%	\$5,568.18	3.0%	\$5,735.22	2.5%	\$5,878.60	2.5%	\$6,025.57	2.25%	\$6,161.14	2.0%	\$6,284.37
TBS7	\$5,062.53	3.75%	\$5,252.37	3.5%	\$5,436.21	3.25%	\$5,612.88	3.0%	\$5,781.27	3.0%	\$5,954.71	3.0%	\$6,133.35	3.0%	\$6,317.35	2.5%	\$6,475.28	2.5%	\$6,637.16	2.25%	\$6,786.50	2.0%	\$6,922.23
TBS8	\$5,576.37	3.75%	\$5,785.49	3.5%	\$5,987.98	3.25%	\$6,182.59	3.0%	\$6,368.07	3.0%	\$6,559.11	3.0%	\$6,755.88	3.0%	\$6,958.56	2.5%	\$7,132.52	2.5%	\$7,310.84	2.25%	\$7,475.33	2.0%	\$7,624.84
TBS9	\$6,142.38	3.75%	\$6,372.72	3.5%	\$6,595.76	3.25%	\$6,810.12	3.0%	\$7,014.43	3.0%	\$7,224.86	3.0%	\$7,441.60	3.0%	\$7,664.85	2.5%	\$7,856.47	2.5%	\$8,052.89	2.25%	\$8,234.08	2.0%	\$8,398.76
TBS10	\$6,765.83	3.75%	\$7,019.55	3.5%	\$7,265.23	3.25%	\$7,501.35	3.0%	\$7,726.39	3.0%	\$7,958.18	3.0%	\$8,196.93	3.0%	\$8,442.84	2.5%	\$8,653.91	2.5%	\$8,870.25	2.25%	\$9,069.83	2.0%	\$9,251.23

BIWEEKLY - ALL JOB FAMILIES																							
EXECUTIVE																							
	1		2		3		4		5		6		7		8		9		10		11		12
EX1	\$ 4,567.60	3.75%	\$ 4,738.88	3.5%	\$ 4,904.74	3.25%	\$ 5,064.15	3.0%	\$ 5,216.07	3.00%	\$ 5,372.55	3.0%	\$ 5,533.73	3.0%	\$ 5,699.74	2.5%	\$ 5,842.24	2.5%	\$ 5,988.29	2.25%	\$ 6,123.03	2.0%	\$ 6,245.49
EX2	\$ 6,355.37	3.75%	\$ 6,593.70	3.5%	\$ 6,824.48	3.25%	\$ 7,046.27	3.0%	\$ 7,257.66	3.00%	\$ 7,475.39	3.0%	\$ 7,699.65	3.0%	\$ 7,930.64	2.5%	\$ 8,128.91	2.5%	\$ 8,332.13	2.25%	\$ 8,519.60	2.0%	\$ 8,689.99
EX3	\$ 6,641.36	3.75%	\$ 6,890.41	3.5%	\$ 7,131.58	3.25%	\$ 7,363.35	3.0%	\$ 7,584.25	3.00%	\$ 7,811.78	3.0%	\$ 8,046.13	3.0%	\$ 8,287.52	2.5%	\$ 8,494.71	2.5%	\$ 8,707.07	2.25%	\$ 8,902.98	2.0%	\$ 9,081.04
EX4	\$ 7,056.45	3.75%	\$ 7,321.06	3.5%	\$ 7,577.30	3.25%	\$ 7,823.56	3.0%	\$ 8,058.27	3.00%	\$ 8,300.02	3.0%	\$ 8,549.02	3.0%	\$ 8,805.49	2.5%	\$ 9,025.63	2.5%	\$ 9,251.27	2.25%	\$ 9,459.42	2.0%	\$ 9,648.61
INFORMATION TECHNOLOGY																							
	1		2		3		4		5		6		7		8		9		10		11		12
INFT1	\$ 3,098.76	3.75%	\$ 3,214.96	3.5%	\$ 3,327.48	3.25%	\$ 3,435.63	3.0%	\$ 3,538.70	3.00%	\$ 3,644.86	3.0%	\$ 3,754.20	3.0%	\$ 3,866.83	2.5%	\$ 3,963.50	2.5%	\$ 4,062.59	2.25%	\$ 4,154.00	2.0%	\$ 4,237.07
INFT2	\$ 3,352.86	3.75%	\$ 3,478.59	3.5%	\$ 3,600.34	3.25%	\$ 3,717.35	3.0%	\$ 3,828.87	3.00%	\$ 3,943.74	3.0%	\$ 4,062.05	3.0%	\$ 4,183.91	2.5%	\$ 4,288.51	2.5%	\$ 4,395.72	2.25%	\$ 4,494.62	2.0%	\$ 4,584.52
INFT3	\$ 3,627.79	3.75%	\$ 3,763.83	3.5%	\$ 3,895.57	3.25%	\$ 4,022.17	3.0%	\$ 4,142.84	3.00%	\$ 4,267.12	3.0%	\$ 4,395.14	3.0%	\$ 4,526.99	2.5%	\$ 4,640.16	2.5%	\$ 4,756.17	2.25%	\$ 4,863.18	2.0%	\$ 4,960.45
INFT4	\$ 3,925.27	3.75%	\$ 4,072.47	3.5%	\$ 4,215.00	3.25%	\$ 4,351.99	3.0%	\$ 4,482.55	3.00%	\$ 4,617.03	3.0%	\$ 4,755.54	3.0%	\$ 4,898.20	2.5%	\$ 5,020.66	2.5%	\$ 5,146.17	2.25%	\$ 5,261.96	2.0%	\$ 5,367.20
INFT5	\$ 4,247.14	3.75%	\$ 4,406.41	3.5%	\$ 4,560.63	3.25%	\$ 4,708.85	3.0%	\$ 4,850.12	3.00%	\$ 4,995.62	3.0%	\$ 5,145.49	3.0%	\$ 5,299.85	2.5%	\$ 5,432.35	2.5%	\$ 5,568.16	2.25%	\$ 5,693.44	2.0%	\$ 5,807.31
INFT6	\$ 4,595.41	3.75%	\$ 4,767.73	3.5%	\$ 4,934.60	3.25%	\$ 5,094.98	3.0%	\$ 5,247.83	3.00%	\$ 5,405.26	3.0%	\$ 5,567.42	3.0%	\$ 5,734.44	2.5%	\$ 5,877.80	2.5%	\$ 6,024.75	2.25%	\$ 6,160.31	2.0%	\$ 6,283.51
LABOR, TRADES, CRAFTS AND UTILITIES																							
	1		2		3		4		5		6		7		8		9		10		11		12
LTCU1	\$ 1,234.44	3.75%	\$ 1,280.73	3.5%	\$ 1,325.56	3.25%	\$ 1,368.64	3.0%	\$ 1,409.70	3.00%	\$ 1,451.99	3.0%	\$ 1,495.55	3.0%	\$ 1,540.42	2.5%	\$ 1,578.93	2.5%	\$ 1,618.40	2.25%	\$ 1,654.81	2.0%	\$ 1,687.91
LTCU2	\$ 1,360.85	3.75%	\$ 1,411.88	3.5%	\$ 1,461.30	3.25%	\$ 1,508.79	3.0%	\$ 1,554.05	3.00%	\$ 1,600.67	3.0%	\$ 1,648.69	3.0%	\$ 1,698.15	2.5%	\$ 1,740.61	2.5%	\$ 1,784.12	2.25%	\$ 1,824.27	2.0%	\$ 1,860.75
LTCU3	\$ 1,500.20	3.75%	\$ 1,556.46	3.5%	\$ 1,610.93	3.25%	\$ 1,663.29	3.0%	\$ 1,713.19	3.00%	\$ 1,764.58	3.0%	\$ 1,817.52	3.0%	\$ 1,872.05	2.5%	\$ 1,918.85	2.5%	\$ 1,966.82	2.25%	\$ 2,011.07	2.0%	\$ 2,051.29
LTCU4	\$ 1,653.82	3.75%	\$ 1,715.84	3.5%	\$ 1,775.89	3.25%	\$ 1,833.61	3.0%	\$ 1,888.62	3.00%	\$ 1,945.28	3.0%	\$ 2,003.63	3.0%	\$ 2,063.74	2.5%	\$ 2,115.34	2.5%	\$ 2,168.22	2.25%	\$ 2,217.00	2.0%	\$ 2,261.34
LTCU5	\$ 1,823.17	3.75%	\$ 1,891.54	3.5%	\$ 1,957.74	3.25%	\$ 2,021.37	3.0%	\$ 2,082.01	3.00%	\$ 2,144.47	3.0%	\$ 2,208.81	3.0%	\$ 2,275.07	2.5%	\$ 2,331.95	2.5%	\$ 2,390.25	2.25%	\$ 2,444.03	2.0%	\$ 2,492.91
LTCU6	\$ 2,009.86	3.75%	\$ 2,085.23	3.5%	\$ 2,158.22	3.25%	\$ 2,228.36	3.0%	\$ 2,295.21	3.00%	\$ 2,364.07	3.0%	\$ 2,434.99	3.0%	\$ 2,508.04	2.5%	\$ 2,570.74	2.5%	\$ 2,635.01	2.25%	\$ 2,694.29	2.0%	\$ 2,748.18
LTCU7	\$ 2,215.67	3.75%	\$ 2,298.76	3.5%	\$ 2,379.22	3.25%	\$ 2,456.54	3.0%	\$ 2,530.24	3.00%	\$ 2,606.15	3.0%	\$ 2,684.33	3.0%	\$ 2,764.86	2.5%	\$ 2,833.98	2.5%	\$ 2,904.83	2.25%	\$ 2,970.19	2.0%	\$ 3,029.59
LTCU8	\$ 2,442.56	3.75%	\$ 2,534.15	3.5%	\$ 2,622.85	3.25%	\$ 2,708.09	3.0%	\$ 2,789.34	3.00%	\$ 2,873.02	3.0%	\$ 2,959.21	3.0%	\$ 3,047.98	2.5%	\$ 3,124.18	2.5%	\$ 3,202.29	2.25%	\$ 3,274.34	2.0%	\$ 3,339.82
LTCU9	\$ 2,692.68	3.75%	\$ 2,793.65	3.5%	\$ 2,891.43	3.25%	\$ 2,985.40	3.0%	\$ 3,074.96	3.00%	\$ 3,167.21	3.0%	\$ 3,262.23	3.0%	\$ 3,360.10	2.5%	\$ 3,444.10	2.5%	\$ 3,530.20	2.25%	\$ 3,609.63	2.0%	\$ 3,681.82
MANAGEMENT																							
	1		2		3		4		5		6		7		8		9		10		11		12
MGMT2	\$ 2,193.87	3.75%	\$ 2,276.14	3.5%	\$ 2,355.80	3.25%	\$ 2,432.37	3.0%	\$ 2,505.34	3.00%	\$ 2,580.50	3.0%	\$ 2,657.91	3.0%	\$ 2,737.65	2.5%	\$ 2,806.09	2.5%	\$ 2,876.25	2.25%	\$ 2,940.96	2.0%	\$ 2,999.78
MGMT3	\$ 2,418.96	3.75%	\$ 2,509.67	3.5%	\$ 2,597.51	3.25%	\$ 2,681.93	3.0%	\$ 2,762.39	3.00%	\$ 2,845.26	3.0%	\$ 2,930.62	3.0%	\$ 3,018.53	2.5%	\$ 3,094.00	2.5%	\$ 3,171.35	2.25%	\$ 3,242.70	2.0%	\$ 3,307.56
MGMT4	\$ 2,667.15	3.75%	\$ 2,767.16	3.5%	\$ 2,864.01	3.25%	\$ 2,957.10	3.0%	\$ 3,045.81	3.00%	\$ 3,137.18	3.0%	\$ 3,231.30	3.0%	\$ 3,328.24	2.5%	\$ 3,411.44	2.5%	\$ 3,496.73	2.25%	\$ 3,575.40	2.0%	\$ 3,646.91
MGMT5	\$ 3,009.07	3.75%	\$ 3,121.91	3.5%	\$ 3,231.18	3.25%	\$ 3,336.19	3.0%	\$ 3,436.28	3.00%	\$ 3,539.37	3.0%	\$ 3,645.55	3.0%	\$ 3,754.92	2.5%	\$ 3,848.79	2.5%	\$ 3,945.01	2.25%	\$ 4,033.77	2.0%	\$ 4,114.45
MGMT6	\$ 3,317.80	3.75%	\$ 3,442.22	3.5%	\$ 3,562.70	3.25%	\$ 3,678.49	3.0%	\$ 3,788.84	3.00%	\$ 3,902.51	3.0%	\$ 4,019.58	3.0%	\$ 4,140.17	2.5%	\$ 4,243.68	2.5%	\$ 4,349.77	2.25%	\$ 4,447.64	2.0%	\$ 4,536.59
MGMT7	\$ 3,658.21	3.75%	\$ 3,795.39	3.5%	\$ 3,928.23	3.25%	\$ 4,055.90	3.0%	\$ 4,177.58	3.00%	\$ 4,302.91	3.0%	\$ 4,431.99	3.0%	\$ 4,564.95	2.5%	\$ 4,679.08	2.5%	\$ 4,796.05	2.25%	\$ 4,903.96	2.0%	\$ 5,002.04
MGMT8	\$ 4,033.54	3.75%	\$ 4,184.80	3.5%	\$ 4,331.27	3.25%	\$ 4,472.04	3.0%	\$ 4,606.20	3.00%	\$ 4,744.38	3.0%	\$ 4,886.72	3.0%	\$ 5,033.32	2.5%	\$ 5,159.15	2.5%	\$ 5,288.13	2.25%	\$ 5,407.11	2.0%	\$ 5,515.25
MGMT9	\$ 4,346.14	3.75%	\$ 4,509.12	3.5%	\$ 4,666.94	3.25%	\$ 4,818.62	3.0%	\$ 4,963.18	3.00%	\$ 5,112.07	3.0%	\$ 5,265.44	3.0%	\$ 5,423.40	2.5%	\$ 5,558.98	2.5%	\$ 5,697.96	2.25%	\$ 5,826.16	2.0%	\$ 5,942.69
MGMT10	\$ 4,792.06	3.75%	\$ 4,971.76	3.5%	\$ 5,145.77	3.25%	\$ 5,313.01	3.0%	\$ 5,472.40	3.00%	\$ 5,636.57	3.0%	\$ 5,805.67	3.0%	\$ 5,979.84	2.5%	\$ 6,129.34	2.5%	\$ 6,282.57	2.25%	\$ 6,423.93	2.0%	\$ 6,552.40
MGMT11	\$ 5,079.58	3.75%	\$ 5,270.07	3.5%	\$ 5,454.52	3.25%	\$ 5,631.79	3.0%	\$ 5,800.74	3.00%	\$ 5,974.77	3.0%	\$ 6,154.01	3.0%	\$ 6,338.63	2.5%	\$ 6,497.10	2.5%	\$ 6,659.52	2.25%	\$ 6,809.36	2.0%	\$ 6,945.55
MGMT12	\$ 5,384.36	3.75%	\$ 5,586.27	3.5%	\$ 5,781.79	3.25%	\$ 5,969.70	3.0%	\$ 6,148.79	3.00%	\$ 6,333.25	3.0%	\$ 6,523.25	3.0%	\$ 6,718.95	2.5%	\$ 6,886.92	2.5%	\$ 7,059.09	2.25%	\$ 7,217.92	2.0%	\$ 7,362.28
MGMT13	\$ 5,653.57	3.75%	\$ 5,865.58	3.5%	\$ 6,070.88	3.25%	\$ 6,268.18	3.0%	\$ 6,456.23	3.00%	\$ 6,649.91	3.0%	\$ 6,849.41	3.0%	\$ 7,054.89	2.5%	\$ 7,231.27	2.5%	\$ 7,412.05	2.25%	\$ 7,578.82	2.0%	\$ 7,730.40
POLICE SWORN																							
	1		2		3		4		5														
PD1	\$ 3,203.18	7.25%	\$ 3,435.41	7.25%	\$ 3,684.48	7.25%	\$ 3,951.60	7.25%	\$ 4,238.09														
PDM	\$ 4,428.81																						

BIWEEKLY - ALL JOB FAMILIES																							
PROFESSIONAL																							
	1		2		3		4		5		6		7		8		9		10		11		12
PROF3	\$ 2,035.73	3.75%	\$ 2,112.07	3.5%	\$ 2,185.99	3.25%	\$ 2,257.03	3.0%	\$ 2,324.75	3.00%	\$ 2,394.49	3.0%	\$ 2,466.32	3.0%	\$ 2,540.31	2.5%	\$ 2,603.82	2.5%	\$ 2,668.92	2.25%	\$ 2,728.97	2.0%	\$ 2,783.55
PROF4	\$ 2,249.48	3.75%	\$ 2,333.83	3.5%	\$ 2,415.52	3.25%	\$ 2,494.02	3.0%	\$ 2,568.84	3.00%	\$ 2,645.91	3.0%	\$ 2,725.29	3.0%	\$ 2,807.05	2.5%	\$ 2,877.22	2.5%	\$ 2,949.15	2.25%	\$ 3,015.51	2.0%	\$ 3,075.82
PROF5	\$ 2,485.67	3.75%	\$ 2,578.89	3.5%	\$ 2,669.15	3.25%	\$ 2,755.90	3.0%	\$ 2,838.57	3.00%	\$ 2,923.73	3.0%	\$ 3,011.44	3.0%	\$ 3,101.79	2.5%	\$ 3,179.33	2.5%	\$ 3,258.81	2.25%	\$ 3,332.14	2.0%	\$ 3,398.78
PROF6	\$ 2,746.67	3.75%	\$ 2,849.67	3.5%	\$ 2,949.41	3.25%	\$ 3,045.27	3.0%	\$ 3,136.62	3.00%	\$ 3,230.72	3.0%	\$ 3,327.64	3.0%	\$ 3,427.47	2.5%	\$ 3,513.16	2.5%	\$ 3,600.99	2.25%	\$ 3,682.01	2.0%	\$ 3,755.65
PROF7	\$ 3,035.07	3.75%	\$ 3,148.89	3.5%	\$ 3,259.10	3.25%	\$ 3,365.02	3.0%	\$ 3,465.97	3.00%	\$ 3,569.95	3.0%	\$ 3,677.05	3.0%	\$ 3,787.36	2.5%	\$ 3,882.04	2.5%	\$ 3,979.09	2.25%	\$ 4,068.62	2.0%	\$ 4,149.99
PROF8	\$ 3,353.75	3.75%	\$ 3,479.52	3.5%	\$ 3,601.30	3.25%	\$ 3,718.34	3.0%	\$ 3,829.90	3.00%	\$ 3,944.79	3.0%	\$ 4,063.14	3.0%	\$ 4,185.03	2.5%	\$ 4,289.66	2.5%	\$ 4,396.90	2.25%	\$ 4,495.83	2.0%	\$ 4,585.74
PROF9	\$ 3,705.90	3.75%	\$ 3,844.87	3.5%	\$ 3,979.44	3.25%	\$ 4,108.77	3.0%	\$ 4,232.03	3.00%	\$ 4,359.00	3.0%	\$ 4,489.77	3.0%	\$ 4,624.46	2.5%	\$ 4,740.07	2.5%	\$ 4,858.57	2.25%	\$ 4,967.89	2.0%	\$ 5,067.25
PROF10	\$ 4,095.02	3.75%	\$ 4,248.58	3.5%	\$ 4,397.28	3.25%	\$ 4,540.19	3.0%	\$ 4,676.40	3.00%	\$ 4,816.69	3.0%	\$ 4,961.19	3.0%	\$ 5,110.03	2.5%	\$ 5,237.78	2.5%	\$ 5,368.72	2.25%	\$ 5,489.52	2.0%	\$ 5,599.31
PROF11	\$ 4,524.99	3.75%	\$ 4,694.68	3.5%	\$ 4,858.99	3.25%	\$ 5,016.91	3.0%	\$ 5,167.42	3.00%	\$ 5,322.44	3.0%	\$ 5,482.12	3.0%	\$ 5,646.58	2.5%	\$ 5,787.74	2.5%	\$ 5,932.44	2.25%	\$ 6,065.92	2.0%	\$ 6,187.24
TECHNICAL AND BUSINESS SUPPORT																							
	1		2		3		4		5		6		7		8		9		10		11		12
TBS1	\$ 1,308.18	3.75%	\$ 1,357.24	3.5%	\$ 1,404.74	3.25%	\$ 1,450.40	3.0%	\$ 1,493.91	3.00%	\$ 1,538.73	3.0%	\$ 1,584.89	3.0%	\$ 1,632.43	2.5%	\$ 1,673.25	2.5%	\$ 1,715.08	2.25%	\$ 1,753.67	2.0%	\$ 1,788.74
TBS2	\$ 1,440.96	3.75%	\$ 1,495.00	3.5%	\$ 1,547.32	3.25%	\$ 1,597.61	3.0%	\$ 1,645.54	3.00%	\$ 1,694.91	3.0%	\$ 1,745.75	3.0%	\$ 1,798.13	2.5%	\$ 1,843.08	2.5%	\$ 1,889.16	2.25%	\$ 1,931.66	2.0%	\$ 1,970.30
TBS3	\$ 1,587.22	3.75%	\$ 1,646.74	3.5%	\$ 1,704.38	3.25%	\$ 1,759.77	3.0%	\$ 1,812.56	3.00%	\$ 1,866.94	3.0%	\$ 1,922.95	3.0%	\$ 1,980.64	2.5%	\$ 2,030.15	2.5%	\$ 2,080.91	2.25%	\$ 2,127.73	2.0%	\$ 2,170.28
TBS4	\$ 1,748.32	3.75%	\$ 1,813.89	3.5%	\$ 1,877.37	3.25%	\$ 1,938.39	3.0%	\$ 1,996.54	3.00%	\$ 2,056.43	3.0%	\$ 2,118.13	3.0%	\$ 2,181.67	2.5%	\$ 2,236.21	2.5%	\$ 2,292.12	2.25%	\$ 2,343.69	2.0%	\$ 2,390.56
TBS5	\$ 1,925.78	3.75%	\$ 1,998.00	3.5%	\$ 2,067.92	3.25%	\$ 2,135.13	3.0%	\$ 2,199.19	3.00%	\$ 2,265.16	3.0%	\$ 2,333.12	3.0%	\$ 2,403.11	2.5%	\$ 2,463.19	2.5%	\$ 2,524.77	2.25%	\$ 2,581.58	2.0%	\$ 2,633.21
TBS6	\$ 2,121.24	3.75%	\$ 2,200.79	3.5%	\$ 2,277.82	3.25%	\$ 2,351.85	3.0%	\$ 2,422.40	3.00%	\$ 2,495.08	3.0%	\$ 2,569.93	3.0%	\$ 2,647.03	2.5%	\$ 2,713.20	2.5%	\$ 2,781.03	2.25%	\$ 2,843.60	2.0%	\$ 2,900.48
TBS7	\$ 2,336.55	3.75%	\$ 2,424.17	3.5%	\$ 2,509.02	3.25%	\$ 2,590.56	3.0%	\$ 2,668.28	3.00%	\$ 2,748.33	3.0%	\$ 2,830.78	3.0%	\$ 2,915.70	2.5%	\$ 2,988.59	2.5%	\$ 3,063.31	2.25%	\$ 3,132.23	2.0%	\$ 3,194.88
TBS8	\$ 2,573.71	3.75%	\$ 2,670.23	3.5%	\$ 2,763.68	3.25%	\$ 2,853.50	3.0%	\$ 2,939.11	3.00%	\$ 3,027.28	3.0%	\$ 3,118.10	3.0%	\$ 3,211.64	2.5%	\$ 3,291.93	2.5%	\$ 3,374.23	2.25%	\$ 3,450.15	2.0%	\$ 3,519.16
TBS9	\$ 2,834.94	3.75%	\$ 2,941.25	3.5%	\$ 3,044.20	3.25%	\$ 3,143.13	3.0%	\$ 3,237.43	3.00%	\$ 3,334.55	3.0%	\$ 3,434.59	3.0%	\$ 3,537.62	2.5%	\$ 3,626.06	2.5%	\$ 3,716.72	2.25%	\$ 3,800.34	2.0%	\$ 3,876.35
TBS10	\$ 3,122.69	3.75%	\$ 3,239.79	3.5%	\$ 3,353.18	3.25%	\$ 3,462.16	3.0%	\$ 3,566.03	3.00%	\$ 3,673.01	3.0%	\$ 3,783.20	3.0%	\$ 3,896.69	2.5%	\$ 3,994.11	2.5%	\$ 4,093.96	2.25%	\$ 4,186.08	2.0%	\$ 4,269.80

HOURLY- ALL JOB FAMILIES																							
EXECUTIVE																							
	1		2		3		4		5		6		7		8		9		10		11		12
EX1	\$ 57.09496	3.75%	\$ 59.23602	3.5%	\$ 61.30929	3.25%	\$ 63.30184	3.0%	\$ 65.20089	3.00%	\$ 67.15692	3.0%	\$ 69.17163	3.0%	\$ 71.24678	2.5%	\$ 73.02795	2.5%	\$ 74.85364	2.25%	\$ 76.53785	2.0%	\$ 78.06861
EX2	\$ 79.44212	3.75%	\$ 82.42120	3.5%	\$ 85.30594	3.25%	\$ 88.07838	3.0%	\$ 90.72073	3.00%	\$ 93.44236	3.0%	\$ 96.24563	3.0%	\$ 99.13300	2.5%	\$ 101.61132	2.5%	\$ 104.15160	2.25%	\$ 106.49501	2.0%	\$ 108.62491
EX3	\$ 83.01701	3.75%	\$ 86.13015	3.5%	\$ 89.14471	3.25%	\$ 92.04191	3.0%	\$ 94.80317	3.00%	\$ 97.64726	3.0%	\$ 100.57668	3.0%	\$ 103.59398	2.5%	\$ 106.18383	2.5%	\$ 108.83843	2.25%	\$ 111.28729	2.0%	\$ 113.51304
EX4	\$ 88.20558	3.75%	\$ 91.51329	3.5%	\$ 94.71625	3.25%	\$ 97.79453	3.0%	\$ 100.72837	3.00%	\$ 103.75022	3.0%	\$ 106.86272	3.0%	\$ 110.06860	2.5%	\$ 112.82032	2.5%	\$ 115.64083	2.25%	\$ 118.24275	2.0%	\$ 120.60760
INFORMATION TECHNOLOGY																							
	1		2		3		4		5		6		7		8		9		10		11		12
INFT1	\$ 38.73446	3.75%	\$ 40.18700	3.5%	\$ 41.59355	3.25%	\$ 42.94534	3.0%	\$ 44.23370	3.00%	\$ 45.56071	3.0%	\$ 46.92753	3.0%	\$ 48.33536	2.5%	\$ 49.54374	2.5%	\$ 50.78234	2.25%	\$ 51.92494	2.0%	\$ 52.96344
INFT2	\$ 41.91069	3.75%	\$ 43.48234	3.5%	\$ 45.00422	3.25%	\$ 46.46686	3.0%	\$ 47.86086	3.00%	\$ 49.29669	3.0%	\$ 50.77559	3.0%	\$ 52.29886	2.5%	\$ 53.60633	2.5%	\$ 54.94649	2.25%	\$ 56.18278	2.0%	\$ 57.30644
INFT3	\$ 45.34736	3.75%	\$ 47.04789	3.5%	\$ 48.69457	3.25%	\$ 50.27714	3.0%	\$ 51.78545	3.00%	\$ 53.33902	3.0%	\$ 54.93919	3.0%	\$ 56.58736	2.5%	\$ 58.00205	2.5%	\$ 59.45210	2.25%	\$ 60.78977	2.0%	\$ 62.00557
INFT4	\$ 49.06585	3.75%	\$ 50.90582	3.5%	\$ 52.68752	3.25%	\$ 54.39987	3.0%	\$ 56.03186	3.00%	\$ 57.71282	3.0%	\$ 59.44420	3.0%	\$ 61.22753	2.5%	\$ 62.75822	2.5%	\$ 64.32717	2.25%	\$ 65.77453	2.0%	\$ 67.09002
INFT5	\$ 53.08925	3.75%	\$ 55.08009	3.5%	\$ 57.00790	3.25%	\$ 58.86065	3.0%	\$ 60.62647	3.00%	\$ 62.44527	3.0%	\$ 64.31863	3.0%	\$ 66.24819	2.5%	\$ 67.90439	2.5%	\$ 69.60200	2.25%	\$ 71.16804	2.0%	\$ 72.59141
INFT6	\$ 57.44257	3.75%	\$ 59.59666	3.5%	\$ 61.68255	3.25%	\$ 63.68723	3.0%	\$ 65.59785	3.00%	\$ 67.56578	3.0%	\$ 69.59275	3.0%	\$ 71.68054	2.5%	\$ 73.47255	2.5%	\$ 75.30936	2.25%	\$ 77.00382	2.0%	\$ 78.54390
LABOR, TRADES, CRAFTS AND UTILITIES																							
	1		2		3		4		5		6		7		8		9		10		11		12
LTCU1	\$ 15.43052	3.75%	\$ 16.00916	3.5%	\$ 16.56948	3.25%	\$ 17.10799	3.0%	\$ 17.62123	3.00%	\$ 18.14987	3.0%	\$ 18.69436	3.0%	\$ 19.25520	2.5%	\$ 19.73658	2.5%	\$ 20.22999	2.25%	\$ 20.68516	2.0%	\$ 21.09887
LTCU2	\$ 17.01060	3.75%	\$ 17.64850	3.5%	\$ 18.26620	3.25%	\$ 18.85985	3.0%	\$ 19.42565	3.00%	\$ 20.00842	3.0%	\$ 20.60867	3.0%	\$ 21.22693	2.5%	\$ 21.75760	2.5%	\$ 22.30154	2.25%	\$ 22.80333	2.0%	\$ 23.25939
LTCU3	\$ 18.75249	3.75%	\$ 19.45571	3.5%	\$ 20.13666	3.25%	\$ 20.79110	3.0%	\$ 21.41483	3.00%	\$ 22.05728	3.0%	\$ 22.71900	3.0%	\$ 23.40057	2.5%	\$ 23.98558	2.5%	\$ 24.58522	2.25%	\$ 25.13839	2.0%	\$ 25.64115
LTCU4	\$ 20.67274	3.75%	\$ 21.44797	3.5%	\$ 22.19865	3.25%	\$ 22.92011	3.0%	\$ 23.60771	3.00%	\$ 24.31594	3.0%	\$ 25.04542	3.0%	\$ 25.79678	2.5%	\$ 26.44170	2.5%	\$ 27.10275	2.25%	\$ 27.71256	2.0%	\$ 28.26681
LTCU5	\$ 22.78963	3.75%	\$ 23.64424	3.5%	\$ 24.47179	3.25%	\$ 25.26713	3.0%	\$ 26.02514	3.00%	\$ 26.80589	3.0%	\$ 27.61007	3.0%	\$ 28.43837	2.5%	\$ 29.14933	2.5%	\$ 29.87807	2.25%	\$ 30.55032	2.0%	\$ 31.16133
LTCU6	\$ 25.12329	3.75%	\$ 26.06542	3.5%	\$ 26.97770	3.25%	\$ 27.85448	3.0%	\$ 28.69011	3.00%	\$ 29.55082	3.0%	\$ 30.43734	3.0%	\$ 31.35046	2.5%	\$ 32.13422	2.5%	\$ 32.93758	2.25%	\$ 33.67868	2.0%	\$ 34.35225
LTCU7	\$ 27.69592	3.75%	\$ 28.73451	3.5%	\$ 29.74022	3.25%	\$ 30.70678	3.0%	\$ 31.62798	3.00%	\$ 32.57682	3.0%	\$ 33.55413	3.0%	\$ 34.56075	2.5%	\$ 35.42477	2.5%	\$ 36.31039	2.25%	\$ 37.12737	2.0%	\$ 37.86992
LTCU8	\$ 30.53198	3.75%	\$ 31.67693	3.5%	\$ 32.78562	3.25%	\$ 33.85115	3.0%	\$ 34.86669	3.00%	\$ 35.91269	3.0%	\$ 36.99007	3.0%	\$ 38.09977	2.5%	\$ 39.05227	2.5%	\$ 40.02857	2.25%	\$ 40.92922	2.0%	\$ 41.74780
LTCU9	\$ 33.65845	3.75%	\$ 34.92065	3.5%	\$ 36.14287	3.25%	\$ 37.31751	3.0%	\$ 38.43704	3.00%	\$ 39.59015	3.0%	\$ 40.77785	3.0%	\$ 42.00119	2.5%	\$ 43.05122	2.5%	\$ 44.12750	2.25%	\$ 45.12037	2.0%	\$ 46.02277
MANAGEMENT																							
	1		2		3		4		5		6		7		8		9		10		11		12
MGMT2	\$ 27.42337	3.75%	\$ 28.45175	3.5%	\$ 29.44756	3.25%	\$ 30.40460	3.0%	\$ 31.31674	3.00%	\$ 32.25624	3.0%	\$ 33.22393	3.0%	\$ 34.22065	2.5%	\$ 35.07616	2.5%	\$ 35.95307	2.25%	\$ 36.76201	2.0%	\$ 37.49725
MGMT3	\$ 30.23701	3.75%	\$ 31.37089	3.5%	\$ 32.46888	3.25%	\$ 33.52411	3.0%	\$ 34.52984	3.00%	\$ 35.56573	3.0%	\$ 36.63270	3.0%	\$ 37.73169	2.5%	\$ 38.67498	2.5%	\$ 39.64185	2.25%	\$ 40.53379	2.0%	\$ 41.34447
MGMT4	\$ 33.33932	3.75%	\$ 34.58955	3.5%	\$ 35.80018	3.25%	\$ 36.96369	3.0%	\$ 38.07260	3.00%	\$ 39.21478	3.0%	\$ 40.39122	3.0%	\$ 41.60296	2.5%	\$ 42.64303	2.5%	\$ 43.70911	2.25%	\$ 44.69256	2.0%	\$ 45.58641
MGMT5	\$ 37.61342	3.75%	\$ 39.02393	3.5%	\$ 40.38977	3.25%	\$ 41.70243	3.0%	\$ 42.95351	3.00%	\$ 44.24211	3.0%	\$ 45.56937	3.0%	\$ 46.93646	2.5%	\$ 48.10987	2.5%	\$ 49.31261	2.25%	\$ 50.42215	2.0%	\$ 51.43059
MGMT6	\$ 41.47256	3.75%	\$ 43.02778	3.5%	\$ 44.53376	3.25%	\$ 45.98110	3.0%	\$ 47.36054	3.00%	\$ 48.78135	3.0%	\$ 50.24479	3.0%	\$ 51.75214	2.5%	\$ 53.04594	2.5%	\$ 54.37209	2.25%	\$ 55.59546	2.0%	\$ 56.70737
MGMT7	\$ 45.72765	3.75%	\$ 47.44243	3.5%	\$ 49.10292	3.25%	\$ 50.69876	3.0%	\$ 52.21973	3.00%	\$ 53.78632	3.0%	\$ 55.39991	3.0%	\$ 57.06191	2.5%	\$ 58.48845	2.5%	\$ 59.95066	2.25%	\$ 61.29955	2.0%	\$ 62.52555
MGMT8	\$ 50.41930	3.75%	\$ 52.31003	3.5%	\$ 54.14088	3.25%	\$ 55.90046	3.0%	\$ 57.57747	3.00%	\$ 59.30479	3.0%	\$ 61.08394	3.0%	\$ 62.91646	2.5%	\$ 64.48937	2.5%	\$ 66.10160	2.25%	\$ 67.58889	2.0%	\$ 68.94067
MGMT9	\$ 54.32680	3.75%	\$ 56.36405	3.5%	\$ 58.33680	3.25%	\$ 60.23274	3.0%	\$ 62.03972	3.00%	\$ 63.90092	3.0%	\$ 65.81794	3.0%	\$ 67.79248	2.5%	\$ 69.48729	2.5%	\$ 71.22448	2.25%	\$ 72.82703	2.0%	\$ 74.28357
MGMT10	\$ 59.90073	3.75%	\$ 62.14701	3.5%	\$ 64.32215	3.25%	\$ 66.41262	3.0%	\$ 68.40500	3.00%	\$ 70.45715	3.0%	\$ 72.57086	3.0%	\$ 74.74799	2.5%	\$ 76.61669	2.5%	\$ 78.53211	2.25%	\$ 80.29908	2.0%	\$ 81.90506
MGMT11	\$ 63.49477	3.75%	\$ 65.87583	3.5%	\$ 68.18148	3.25%	\$ 70.39738	3.0%	\$ 72.50930	3.00%	\$ 74.68458	3.0%	\$ 76.92512	3.0%	\$ 79.23287	2.5%	\$ 81.21369	2.5%	\$ 83.24403	2.25%	\$ 85.11702	2.0%	\$ 86.81937
MGMT12	\$ 67.30446	3.75%	\$ 69.82838	3.5%	\$ 72.27237	3.25%	\$ 74.62122	3.0%	\$ 76.85986	3.00%	\$ 79.16565	3.0%	\$ 81.54062	3.0%	\$ 83.98684	2.5%	\$ 86.08651	2.5%	\$ 88.23868	2.25%	\$ 90.22405	2.0%	\$ 92.02853
MGMT13	\$ 70.66968	3.75%	\$ 73.31980	3.5%	\$ 75.88599	3.25%	\$ 78.35228	3.0%	\$ 80.70285	3.00%	\$ 83.12394	3.0%	\$ 85.61765	3.0%	\$ 88.18618	2.5%	\$ 90.39084	2.5%	\$ 92.65061	2.25%	\$ 94.73525	2.0%	\$ 96.62995
POLICE SWORN																							
	1		2		3		4		5														
PD1	\$ 40.03974	7.25%	\$ 42.94262	7.25%	\$ 46.05596	7.25%	\$ 49.39501	7.25%	\$ 52.97615														
PDM	\$ 55.36008																						
PD2	\$ 60.56946	3.00%	\$ 62.38655	3.0%	\$ 64.25814	2.25%	\$ 65.70395																
PD3	\$ 73.58842	2.25%	\$ 75.24416																				
PD4	\$ 79.75881	2.25%	\$ 81.55339																				
PD5	\$ 90.05125	2.25%	\$ 92.07740																				
PR	\$ 37.21165																						

HOURLY- ALL JOB FAMILIES																							
PROFESSIONAL																							
	1		2		3		4		5		6		7		8		9		10		11		12
PROF3	\$ 25.44660	3.75%	\$ 26.40085	3.5%	\$ 27.32488	3.25%	\$ 28.21294	3.0%	\$ 29.05932	3.00%	\$ 29.93110	3.0%	\$ 30.82904	3.0%	\$ 31.75391	2.5%	\$ 32.54776	2.5%	\$ 33.36145	2.25%	\$ 34.11208	2.0%	\$ 34.79432
PROF4	\$ 28.11849	3.75%	\$ 29.17294	3.5%	\$ 30.19399	3.25%	\$ 31.17529	3.0%	\$ 32.11055	3.00%	\$ 33.07387	3.0%	\$ 34.06609	3.0%	\$ 35.08807	2.5%	\$ 35.96527	2.5%	\$ 36.86440	2.25%	\$ 37.69385	2.0%	\$ 38.44773
PROF5	\$ 31.07094	3.75%	\$ 32.23610	3.5%	\$ 33.36436	3.25%	\$ 34.44870	3.0%	\$ 35.48216	3.00%	\$ 36.54663	3.0%	\$ 37.64302	3.0%	\$ 38.77232	2.5%	\$ 39.74162	2.5%	\$ 40.73516	2.25%	\$ 41.65171	2.0%	\$ 42.48474
PROF6	\$ 34.33338	3.75%	\$ 35.62089	3.5%	\$ 36.86762	3.25%	\$ 38.06581	3.0%	\$ 39.20779	3.00%	\$ 40.38402	3.0%	\$ 41.59554	3.0%	\$ 42.84341	2.5%	\$ 43.91449	2.5%	\$ 45.01236	2.25%	\$ 46.02513	2.0%	\$ 46.94564
PROF7	\$ 37.93839	3.75%	\$ 39.36108	3.5%	\$ 40.73872	3.25%	\$ 42.06272	3.0%	\$ 43.32461	3.00%	\$ 44.62434	3.0%	\$ 45.96307	3.0%	\$ 47.34197	2.5%	\$ 48.52552	2.5%	\$ 49.73865	2.25%	\$ 50.85777	2.0%	\$ 51.87493
PROF8	\$ 41.92192	3.75%	\$ 43.49399	3.5%	\$ 45.01628	3.25%	\$ 46.47931	3.0%	\$ 47.87369	3.00%	\$ 49.30990	3.0%	\$ 50.78920	3.0%	\$ 52.31287	2.5%	\$ 53.62069	2.5%	\$ 54.96121	2.25%	\$ 56.19784	2.0%	\$ 57.32180
PROF9	\$ 46.32372	3.75%	\$ 48.06086	3.5%	\$ 49.74299	3.25%	\$ 51.35964	3.0%	\$ 52.90043	3.00%	\$ 54.48744	3.0%	\$ 56.12206	3.0%	\$ 57.80572	2.5%	\$ 59.25087	2.5%	\$ 60.73214	2.25%	\$ 62.09861	2.0%	\$ 63.34058
PROF10	\$ 51.18771	3.75%	\$ 53.10725	3.5%	\$ 54.96600	3.25%	\$ 56.75240	3.0%	\$ 58.45497	3.00%	\$ 60.20862	3.0%	\$ 62.01488	3.0%	\$ 63.87533	2.5%	\$ 65.47221	2.5%	\$ 67.10901	2.25%	\$ 68.61897	2.0%	\$ 69.99135
PROF11	\$ 56.56242	3.75%	\$ 58.68351	3.5%	\$ 60.73743	3.25%	\$ 62.71140	3.0%	\$ 64.59274	3.00%	\$ 66.53053	3.0%	\$ 68.52644	3.0%	\$ 70.58223	2.5%	\$ 72.34679	2.5%	\$ 74.15546	2.25%	\$ 75.82396	2.0%	\$ 77.34044
TECHNICAL AND BUSINESS SUPPORT																							
	1		2		3		4		5		6		7		8		9		10		11		12
TBS1	\$ 16.35228	3.75%	\$ 16.96549	3.5%	\$ 17.55928	3.25%	\$ 18.12996	3.0%	\$ 18.67386	3.00%	\$ 19.23407	3.0%	\$ 19.81110	3.0%	\$ 20.40543	2.5%	\$ 20.91556	2.5%	\$ 21.43845	2.25%	\$ 21.92082	2.0%	\$ 22.35923
TBS2	\$ 18.01204	3.75%	\$ 18.68749	3.5%	\$ 19.34155	3.25%	\$ 19.97015	3.0%	\$ 20.56925	3.00%	\$ 21.18633	3.0%	\$ 21.82192	3.0%	\$ 22.47658	2.5%	\$ 23.03849	2.5%	\$ 23.61446	2.25%	\$ 24.14578	2.0%	\$ 24.62870
TBS3	\$ 19.84026	3.75%	\$ 20.58427	3.5%	\$ 21.30472	3.25%	\$ 21.99712	3.0%	\$ 22.65703	3.00%	\$ 23.33674	3.0%	\$ 24.03685	3.0%	\$ 24.75795	2.5%	\$ 25.37690	2.5%	\$ 26.01132	2.25%	\$ 26.59658	2.0%	\$ 27.12851
TBS4	\$ 21.85404	3.75%	\$ 22.67357	3.5%	\$ 23.46715	3.25%	\$ 24.22983	3.0%	\$ 24.95672	3.00%	\$ 25.70542	3.0%	\$ 26.47659	3.0%	\$ 27.27088	2.5%	\$ 27.95266	2.5%	\$ 28.65147	2.25%	\$ 29.29613	2.0%	\$ 29.88205
TBS5	\$ 24.07223	3.75%	\$ 24.97494	3.5%	\$ 25.84906	3.25%	\$ 26.68916	3.0%	\$ 27.48983	3.00%	\$ 28.31452	3.0%	\$ 29.16396	3.0%	\$ 30.03888	2.5%	\$ 30.78985	2.5%	\$ 31.55960	2.25%	\$ 32.26969	2.0%	\$ 32.91508
TBS6	\$ 26.51556	3.75%	\$ 27.50989	3.5%	\$ 28.47274	3.25%	\$ 29.39810	3.0%	\$ 30.28005	3.00%	\$ 31.18845	3.0%	\$ 32.12410	3.0%	\$ 33.08783	2.5%	\$ 33.91502	2.5%	\$ 34.76290	2.25%	\$ 35.54506	2.0%	\$ 36.25596
TBS7	\$ 29.20689	3.75%	\$ 30.30215	3.5%	\$ 31.36272	3.25%	\$ 32.38201	3.0%	\$ 33.35347	3.00%	\$ 34.35408	3.0%	\$ 35.38470	3.0%	\$ 36.44624	2.5%	\$ 37.35740	2.5%	\$ 38.29133	2.25%	\$ 39.15289	2.0%	\$ 39.93594
TBS8	\$ 32.17139	3.75%	\$ 33.37782	3.5%	\$ 34.54604	3.25%	\$ 35.66879	3.0%	\$ 36.73885	3.00%	\$ 37.84102	3.0%	\$ 38.97625	3.0%	\$ 40.14553	2.5%	\$ 41.14917	2.5%	\$ 42.17790	2.25%	\$ 43.12690	2.0%	\$ 43.98944
TBS9	\$ 35.43679	3.75%	\$ 36.76566	3.5%	\$ 38.05246	3.25%	\$ 39.28917	3.0%	\$ 40.46784	3.00%	\$ 41.68188	3.0%	\$ 42.93233	3.0%	\$ 44.22030	2.5%	\$ 45.32581	2.5%	\$ 46.45896	2.25%	\$ 47.50428	2.0%	\$ 48.45437
TBS10	\$ 39.03362	3.75%	\$ 40.49738	3.5%	\$ 41.91479	3.25%	\$ 43.27702	3.0%	\$ 44.57533	3.00%	\$ 45.91259	3.0%	\$ 47.28997	3.0%	\$ 48.70867	2.5%	\$ 49.92638	2.5%	\$ 51.17454	2.25%	\$ 52.32597	2.0%	\$ 53.37249



REPORT TO CITY COUNCIL PUBLIC HEARING

AGENDA ITEM
10.D.

TO: THE HONORABLE CITY COUNCIL

DATE: October 16, 2023

SUBJECT: CB23-028, An Ordinance Certifying the City of Arvada Mill Levy for 2023 for the Board of County Commissioners for Jefferson and Adams Counties (Ordinance No. 4861) (Presenter: Bryan Archer, Director of Finance)

Report in Brief

Presenter: Bryan Archer, Director of Finance

The purpose of this ordinance is to certify the City's Mill Levy for the valuation year 2023. The 2024 proposed budget estimates that \$8,825,685 will be collected in 2024 based on a mill levy of 4.31 mills with an assessed value of \$2,591,166,069 for Jefferson County and \$79,638,990 for Adams County. There is no change in the mill levy from the previous year. This mill levy will be used to assess all property within the City for taxes to be collected in 2024 for the valuation year of 2023.

The Arvada team recommends that the City Council approve CB23-028, An Ordinance Certifying the City of Arvada Mill Levy for 2023 for the Board of County Commissioners for Jefferson and Adams Counties.

Financial Impact

The proposed 2024 budget estimates that \$8,825,685 will be collected based on the proposed mill levy of 4.31 mills. This mill levy is part of the revenue sources that generate the estimated \$124,670,824 for the General Fund.

Background

This action is associated with the adoption of the 2024 budget. Certification of the mill levy for the valuation year 2023 will enable the City to receive property taxes in 2024.

Discussion

As described herein, the estimated property tax of \$8,825,685 for 2024 represents approximately 7.0% of the estimated General Fund revenues. Without the mill levy, the City would not be able to fund several critical services.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The ordinance supports the following Principle within the Organizational and Service Effectiveness Priority Area of the City Council Strategic Plan:

SUBJECT:

CB23-028, An Ordinance Certifying the City of Arvada Mill Levy for 2023 for the Board of County Commissioners for Jefferson and Adams Counties (Ordinance No. 4861) (Presenter: Bryan Archer, Director of Finance)

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Provides a sustainable government that operates effectively and efficiently while identifying revenue requirements to sustain current service levels and achieve future requested levels of service.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve CB23-028, An Ordinance Certifying the City of Arvada Mill Levy for 2023 for the Board of County Commissioners for Jefferson and Adams Counties.

Suggested Motion:

I move that CB23-028, An Ordinance Certifying the City of Arvada Mill Levy for 2023 for the Board of County Commissioners for Jefferson and Adams Counties, (be approved on final reading, numbered 4861 and ordered published by title only) (rejected).

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Jenna Belec, Executive Assistant	9/21/2023
Bryan Archer, Director of Finance	9/21/2023
Gail Walker, Legal Specialist-Contracts	9/22/2023
Laura Hemler, Assistant City Attorney	9/22/2023
Linda Haley, Deputy City Manager	9/22/2023
Rachel Morris, City Attorney	9/25/2023
Lorie Gillis, City Manager	9/28/2023

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 23-028
ORDINANCE NO. 4861

AN ORDINANCE CERTIFYING THE CITY OF ARVADA MILL LEVY FOR 2023 FOR THE
BOARD OF COUNTY COMMISSIONERS FOR JEFFERSON AND ADAMS COUNTIES

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

Section 1. Pursuant to the provisions of C.R.S. 39-5-128(1), the City of Arvada does hereby certify the levy at 4.31 mills to be assessed against all property within the City of Arvada for taxes to be collected in 2024 for the valuation year of 2023.

Section 2. This Ordinance shall be effective five days after publication, following final passage.

INTRODUCED, READ, AND ORDERED PUBLISHED IN FULL this 2nd day of October, 2023.

PASSED, ADOPTED AND APPROVED this 16th day of October, 2023.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:
Rachel A. Morris, City Attorney

Publication Dates: October 5, 2023
 October 19, 2023



REPORT TO CITY COUNCIL PUBLIC HEARING

AGENDA ITEM
10.E.

TO: THE HONORABLE CITY COUNCIL

DATE: October 16, 2023

SUBJECT: CB23-029, An Ordinance Repealing and Reenacting Chapter 70, Personnel Rules, of the Arvada City Code (Ordinance No. 4862) (Presenter: Gabriella Bommer, Director of Human Resources)

Report in Brief

PRESENTER: Gabriella Bommer, Director of Human Resources

The Human Resources and City Attorney's Office team members are recommending updates to Chapter 70, Personnel Rules, of the Arvada City Code in order to comply with recent amendments to state employment laws, including the Colorado Equal Pay for Equal Work Act and the Colorado Healthy Families and Workplaces Act, and for general housekeeping and maintenance of the Personnel Rules.

The Arvada team recommends that the City Council approve CB23-029, An Ordinance Repealing and Reenacting Chapter 70, Personnel Rules, of the Arvada City Code.

Financial Impact

The updates to the Personnel Rules are not expected to have a budget impact with the exception of Extended Care Leave. \$45,000 in one-time funds are budgeted for implementation and administration in 2024. Extended Care Leave is not expected to have a budget impact for regular employees. Any costs associated with providing leave to variable hour employees, who would have otherwise gone unpaid, will be monitored in the first year of implementation and accounted for as part of the supplemental budget process. It is expected that the cost of implementing this program will not exceed the cost of participation in the state's FMLI program.

Background

The Human Resources and City Attorney's Office team members are recommending updates to the Chapter 70, Personnel Rules, of the Arvada City Code in order to comply with recent amendments to state employment laws, including the Colorado Equal Pay for Equal Work Act and the Colorado Healthy Families and Workplaces Act. While updating the Personnel Rules for these reasons, the City team also took the opportunity to do some additional housekeeping including: updating the outline and format for consistency, updating grammar to reflect current standards, eliminating redundant definitions or terms that were repeated in multiple sections, and removing procedural language that is contained in the City's Policies and Procedures, making reference to those policies where applicable. Two new sections were also added to introduce extended care leave and employee responsibilities in the event of criminal charges and convictions during employment. A complete accounting of every change is available in the attached redlined version of Chapter 70. The most substantial changes are described below as follows:

Article II - Employment

Sec. 70-31 Equal Employment Opportunity

- Removed procedural information related to equal employment opportunity and referenced the city policy that contains this information.
- Changed the title to "Definitions and employment status."

SUBJECT:

CB23-029, An Ordinance Repealing and Reenacting Chapter 70, Personnel Rules, of the Arvada City Code (Ordinance No. 4862) (Presenter: Gabriella Bommer, Director of Human Resources)

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- Added definitions for items that were repeatedly defined in multiple sections of the rules.

Sec. 70-34 Job Vacancy & Sec. 70-35 Interviewing, testing and selecting employees

- Removed sections that are no longer allowed due to the Colorado Equal Pay for Equal Work Act Posting Requirements.

Sec. 70-36 Probationary Period

- Removed a section allowing the probationary period to be waived for variable hour and seasonal employees.
- Clarified performance evaluation dates after the probationary period is completed.

Sec. 70-37 Promotions and Transfers & Sec. 70-39 Voluntary Reassignment

- Removed definitions which are now located in Sec. 70.32.
- Removed language regarding pay which is found in Article III.

Sec. 70-39 Re-employment

- Added explanation of how rehire status works for employees who resign or are laid off.
- Added that employees who are terminated for cause are not eligible for rehire.

Article III - Employee Compensation

Sec. 70.50, 70.50.1, 70.50.2 Pay Plan and Classification System and 70.50.3 Reclassifications

- Added or clarified language to comply with the Colorado Equal Pay for Equal Work Act.

Sec. 70.53 Appointment Rate

- Removed information regarding how pay is handled for rehires, transfers, promotions, demotions and voluntary reassignments.
- Added references as to where this information can be found in Article III.

Sec. 70.54 Disciplinary Rate

- Removed disciplinary fines due to non-compliance with the Colorado Equal Pay for Equal Work Act.

Sec. 70-55. Pay Increases

- Added that pay increases may be made upon a date established by the city manager as the annual pay increase review date for better compliance with the Colorado Equal Pay for Equal Work Act.

Sec. 70-59 Pay rates upon transfer, promotion, demotion or voluntary reassignment

SUBJECT:

CB23-029, An Ordinance Repealing and Reenacting Chapter 70, Personnel Rules, of the Arvada City Code (Ordinance No. 4862) (Presenter: Gabriella Bommer, Director of Human Resources)

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- Removed individual definitions and explanations for each of these terms and added one section that states how they are all handled consistently in compliance with the Colorado Equal Pay for Equal Work Act.

Sec. 70-60. Pay rates upon reclassification

- Added that subsequent pay increases for reclassifications will be handled consistently with other changes as detailed in Sec. 70-59, for compliance with the Colorado Equal Pay for Equal Work Act.

Sec. 70-63 Reduction of Wages

- Removed disciplinary fines for compliance with the Colorado Equal Pay for Equal Work Act.

Sec. 70-65 On Call Pay Pay

- Updated language, removed procedural information and referenced City policy and procedure.

Article IV - Attendance and Leave

Sec. 70-100 Hours of work, work assignments and schedules

- Removed procedural language and referenced City Policy and Procedure.

Sec. 70-105, 105.1, 105.2, 105.3, 105.4 and 105.5 Sick Leave, Sick Leave Advance, Sick Leave Exchange, Sick Leave Payable on Death or Retirement, Sick Leave Bank, and Additional Paid Sick Leave during a Public Health Emergency

- Removed procedural language and added that sick leave will be granted in accordance with applicable federal and state laws and in accordance with a policy authorized by the city manager.
- Referenced new City Policy and Procedure for Sick Leave and all its related subcategories.

Sec. 70-107 Extended Medical Leave, Sec. 70.110 Victims of Domestic Violence, Sec. 70.111 Fatigue Leave and Sec. 70.118 Facility Closure

- Removed procedural language and referenced existing City Policy and Procedure.

Sec. 70-117 Leaves of Absence Without Pay

- Added language stating that an unpaid leave of absence without the approval of an appointing authority shall be construed as unauthorized and subject to discipline.

Sec. 70-119 Sabbatical Leave

- Removed the definition of good standing, which is already referenced in Sec. 70-32.

SUBJECT: CB23-029, An Ordinance Repealing and Reenacting Chapter 70, Personnel Rules, of the Arvada City Code (Ordinance No. 4862) (Presenter: Gabriella Bommer, Director of Human Resources)	PAGE: 4 ITEM: 10.E.
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Sec. 70-120 Extended Care Leave

- This is a new section added to introduce and reference the City’s new Policy and Procedures for Extended Care leave.

Article V - Employee Responsibilities

Sec. 70-143. Employee Conduct

- Clarified status of regular employees and non-regular employees who are “at-will” employees.
- Added additional protected classes for conduct related to abusive treatment or disrespect.
- Added marijuana as a controlled substance and added explanation of how investigations are handled.

Sec. 70-144. Discipline/Discharge

- Added language explaining how employment status will be handled for employees charged with a felony while awaiting court proceedings.
- Removed language regarding disciplinary fines.

Sec. 70-150 Drugs and Alcohol

- Added use of or being under the influence of marijuana while working.

Sec. 70-155 Criminal charges and convictions during employment

- This is a new section explaining an employee’s responsibility to report criminal charges or convictions and the appointing authority’s responsibility for handling such matters.

Article VII – Separation and Termination of Employment

Sec. 70-184 Last Day of Employment

- Added information regarding the return of City property upon the last day of work and the process of handling it.

Sec. 70-185 Retirement Health Benefits

- Removed a section regarding prior employees which is no longer relevant.

Sec. 70-186.2 Recall Status

- Changed title to "Rehire Status."
- Removed recall status due to non-compliance with the Colorado Equal Pay for Equal Work Act posting requirements.

Discussion

SUBJECT: CB23-029, An Ordinance Repealing and Reenacting Chapter 70, Personnel Rules, of the Arvada City Code (Ordinance No. 4862) (Presenter: Gabriella Bommer, Director of Human Resources)	PAGE: 5 ITEM: 10.E.
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Updates to the City's Personnel Rules are associated with amendments to state laws.

Public Contact

Posting of the City Council agenda

Commission Recommendation

N/A

Strategic Alignment

These changes will ensure the City's Personnel Rules are compliant with recent amendments to employment law, specifically the Colorado Equal Pay for Equal Work Act and the Colorado Healthy Family and Workplaces Act. Updates are aligned to the City Council Strategic Plan through the Organizational Service and Development work system guiding principles:

- Provides leadership, policy and guidance, communication, and engagement services to City Council, the community and the organization.
- Fosters a top workplace environment that attracts and retains a highly engaged, inclusive workforce and fosters a culture of wellness, safety, cycles of learning and performance excellence.

Alternative Courses of Action

Recommendation for Action

The Arvada team recommends that the City Council approve CB23-029, An Ordinance Repealing and Reenacting Chapter 70, Personnel Rules, of the Arvada City Code.

Suggested Motion:

I move that CB23-029, An Ordinance Repealing and Reenacting Chapter 70, Personnel Rules, of the Arvada City Code, be (approved on final reading, numbered 4862 and ordered published by title only) (rejected).

Prepared by:
Chris Koch, CCO Admin

Reviewed by:
Linda Haley, Deputy City Manager 9/29/2023

Approved by:

Gabriella Bommer, Director of Human Resources	9/27/2023
Bryan Archer, Director of Finance	9/27/2023
Gail Walker, Legal Specialist-Contracts	9/27/2023
Laura Hemler, Assistant City Attorney	9/27/2023

SUBJECT: CB23-029, An Ordinance Repealing and Reenacting Chapter 70, Personnel Rules, of the Arvada City Code (Ordinance No. 4862) (Presenter: Gabriella Bommer, Director of Human Resources)	PAGE: 6 ITEM: 10.E.
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Rachel Morris, City Attorney 9/29/2023

Lorie Gillis, City Manager 10/3/2023

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 23-029
ORDINANCE NO. 4862

AN ORDINANCE REPEALING AND REENACTING CHAPTER 70, PERSONNEL RULES,
OF THE ARVADA CITY CODE

WHEREAS, the City of Arvada, Colorado, ("City"), is a home rule municipality, organized and existing under Article XX, Section 6 of the Colorado Constitution; and

WHEREAS, Chapter 7 of the Arvada City Charter establishes an employment system based on personnel merit; and

WHEREAS, Section 7.5 of Chapter 7 of the Arvada City Charter permits the Arvada City Council to adopt ordinances establishing personnel rules and regulations; and

WHEREAS, the personnel rules and regulations of Chapter 70 of the Arvada City Code were last substantially and comprehensively updated in 2014; and

WHEREAS, the Arvada City Council now wishes to comprehensively update Chapter 70 of the Arvada City Code to comply with several updates in state and federal laws and to reflect current city practices.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

Section 1. Chapter 70 of the Arvada City Code, titled, "Personnel Rules" is hereby repealed and reenacted to read as follows:

"PERSONNEL RULES

ARTICLE I - IN GENERAL

Sec. 70-1. Short title.

This chapter is known and may be cited as the "Arvada Personnel Rules."

Sec. 70-2. Legislative declaration.

These personnel rules are established pursuant to the provisions of section 7.5 of the Charter. These regulations do not establish or create a contract of employment, either express or implied, between the city and any employee. These rules do not grant any right of continued employment

to any employee. These rules are subject to change by the city, including changes to employee benefits and personnel practices. Any such change may apply to both present and future employees of the city. The city manager may make exceptions to these rules when necessary to preserve the health, safety, or welfare of the city.

Sec. 70-3. City prerogatives reserved.

- (a) The city reserves all management, administrative, and executive rights to which it is entitled under these rules, the Charter, and any other provision in this Code or other law, including but not limited to the following:
 - (1) Hiring, promoting, reclassifying, regrading, transferring, retiring, and assigning employees of the city;
 - (2) Evaluating employees' skills, abilities, and performance;
 - (3) Determining beginning and ending times for work and the number of hours to be worked by an employee;
 - (4) Determining the location and assignment of work and the size and composition of the workforce;
 - (5) Revising, eliminating, combining, and establishing positions;
 - (6) Establishing, closing down, or expanding the operation of any facility, department, or division;
 - (7) Reducing, increasing, altering, combining, transferring, ceasing, or otherwise curtailing the operation, service, or equipment of any department or division of the city;
 - (8) Entering into contracts for services and labor and determining the services and labor to be performed by any person or entity;
 - (9) Introducing technological changes and new, improved, or modified services, methods, techniques, and equipment and otherwise generally managing the operation and directing the workforce of the city in all respects;
 - (10) Laying off and recalling employees to work; and
 - (11) Reprimanding, suspending, demoting, dismissing, or otherwise disciplining employees of the city.

- (b) The city reserves the right to interpret these personnel rules and to promulgate such policies and procedures as may be necessary to implement them or to assist in their interpretation. Such right also includes the right to promulgate, implement, and interpret policies and procedures specific to a department.

Secs. 70-4—70-30. Reserved.

ARTICLE II - EMPLOYMENT

Sec. 70-31. Equal employment opportunity.

Equal Employment Opportunity has been, and will continue to be, a fundamental principle at the City of Arvada, where employment is based upon personal capabilities and qualifications without discrimination because of race, religion, color, sex, sexual orientation, gender identity, gender expression, national origin, ancestry, citizenship status, marital status, pregnancy, age, medical condition, handicap, or disability or any other protected characteristic as established by law. The city will comply with all applicable federal and state laws and city policy in providing equal employment opportunities.

Sec. 70-32. Definitions and employment status.

The following terms, as used throughout this Chapter 70, shall have the following meanings:

- (a) *Anniversary date of employment* means the date on which a probationary, regular full-time or regular part-time employee began employment with the city and which is the date used in calculating eligibility and accruals for sick leave, vacation leave, and longevity pay. An employee who is rehired within 12 calendar months after voluntarily resigning will retain their former anniversary date of employment. An employee rehired more than 12 calendar months after voluntarily resigning will have an anniversary date effective on rehire.
- (b) *Applicant* means a person seeking employment with the city regardless of whether the person is an internal or external candidate.
- (c) *Appointing authority* means the city manager or any designee thereof who has the authority to appoint, suspend, transfer, demote, remove, or otherwise discipline employees of the city. Typically the appointing authority is the department director of each administrative department.
- (d) *At-will employee* means an employee who may be terminated at any time, or who may terminate employment, with or without a reason, and is not subject to the pre-disciplinary, disciplinary, and administrative review processes. Probationary, health plan eligible, variable hour, and seasonal employees are designated "at-will" employees.

- (e) *Benefits* means compensation for employment in addition to salary or wages offered by the city from time to time that may include health, dental, vision, life insurance, participation in a city-sponsored retirement plan, authorized leave accruals and paid holidays. Generally, when qualifying under the terms described in this article, an employee is eligible for benefits on the first day of the month following one full calendar month of employment.
- (f) *City* means the City of Arvada.
- (g) *Day* means a calendar day unless otherwise specifically stated.
- (h) *Emergency service status position employee* means an employee classified by the appointing authority as an employee who is subject to call-back on a 24-hour basis and who is employed subject to their ability to respond to emergency situations.
- (i) *Exempt employee* means an employee who is not eligible for overtime pay under the Fair Labor Standards Act (FLSA), as determined by the city. All exempt employees shall be deemed salaried employees.
- (j) *Demotion* means a placement of an employee from one position to another position that has a lower maximum salary rate than the original position and less authority or responsibility.
- (k) *Disciplinary action* means a disciplinary suspension without pay, demotion, or other similar employment action taken in response to an employee's job performance or conduct.
- (l) *For-cause employee* means a regular employee who has successfully completed their probationary period and is subject to the pre-disciplinary, disciplinary, and administrative review processes.
- (m) *Good standing* means that an employee has an overall positive performance appraisal either from their annual review if available or as documented by the employee's immediate supervisor; the employee is not on extended probation nor a performance improvement plan; and the employee has no written reprimands or disciplinary actions in their official personnel file within the 12-month period prior to the assessment of good standing.
- (n) *Health plan eligible employee* means a variable hour or seasonal employee who has met the requirements to participate in the city sponsored health plan but is not otherwise eligible for city benefits.

- (o) *Job-share employee* means a probationary or regular employee who is scheduled to work between 20 and 29 hours per week, and whose position is denoted under the city's budget as a single full-time position, but whose duties are performed by two different employees. A job-share employee is scheduled to work a minimum of 20 hours per week.
- (p) *Non-exempt employee* means an employee eligible for overtime pay or compensatory time under the FLSA, as determined by the city.
- (q) *Probationary employee* means an employee hired into a regular full-time or regular part-time position identified in the city's budget and pay plan who has not been formally evaluated and officially removed from probation by the appointing authority. Probationary employees are eligible for city benefits provided the employee meets the minimum hourly threshold for benefit eligibility set forth in this article.
- (r) *Project employee* means a current employee who has been assigned by the city manager to lead a project deemed necessary for the continued success of the city.
- (s) *Promotion* means the appointment of an employee to a job in a pay grade with a higher maximum rate and additional authority or responsibility.
- (t) *Regular employee* means an employee who has completed a probationary period and who has been removed from probationary status by the appointing authority. A regular employee may be a full-time employee, a part-time employee, or a job-share employee.
- (u) *Regular full-time employee* means an employee who is normally scheduled to work at least 40 hours per week and has successfully completed their probationary period. A regular full-time employee is eligible for city benefits.
- (v) *Regular part-time employee* means an employee who is normally scheduled to work less than 40 hours per week and has successfully completed their probationary period. A regular part-time employee is eligible for city benefits on a pro-rata basis. Regular part-time employees hired on or prior to December 31, 2014, must work a minimum of 20 hours per week to be eligible for benefits. Regular part-time employees, excluding job-share employees, hired or rehired on or after January 1, 2015, must work a minimum of 30 hours per week to be eligible for benefits.
- (w) *Seasonal employee* means an employee who is hired generally at the same time each year, such as in the spring or in the winter, and whose duties are typically associated with a function or operation that is performed during or because of seasonal conditions. A seasonal employee will not normally be deemed a health plan eligible employee unless, at the conclusion of a 12-month measurement designated by the city manager, the employee has worked an average of 30 or more hours per week during said measurement period.

- (x) *Transfer* means placement of an employee in a different position but with the same pay grade as the employee's original position.
- (y) *Variable hour employee* means an employee whose work schedule may not be uniform in the number of hours worked, but who is expected to work an average of 29 hours or less per week when hired. A variable hour employee will not normally be deemed a health plan eligible employee unless, at the conclusion of a 12-month measurement period designated by the city manager, the employee has worked an average of 30 or more hours per week during said measurement period.

Sec. 70-33. Nepotism.

No appointing authority shall appoint or promote any member of the appointing authority's immediate family to any position in the city. Unless a supervisory relationship between immediate family members existed prior to January 1, 2007, from and after January 1, 2007, no employee may directly or indirectly supervise any member of the employee's immediate family. Immediate family means the employee's spouse, child, parent, sibling (including natural, step, adopted, foster, or in-law relationships), aunt, uncle, or cousin. This prohibition also applies to a person who the employee identifies as the employee's significant other or domestic partner whose primary residence or place of primary abode is the same as the employee. The restrictions of this section concerning supervisory relationships shall apply to initial hires, transfers, assignments, demotions, or promotions effective on or after December 23, 2006. Supervisors and managers may, under emergency, short-term, or intermittent circumstances, and while acting under the authority of their position, direct the actions of their immediate family to conduct lawful and necessary activities related only to the emergency, short-term, or intermittent circumstances. When a situation that runs contrary to this section arises through promotion, transfer, or marriage, the affected individuals have 90 calendar days in which to remedy the prohibited supervisory relationship by one of the employees transferring, where possible, or terminating employment.

Sec. 70-34. Job vacancy and posting.

- (a) The appointing authority, or designee thereof, will submit a vacancy questionnaire to the human resources department for approval to post a vacant position.
- (b) The city will make reasonable efforts to post all vacant positions and vacant promotional opportunities for a minimum of five business days, unless there is a business reason approved by the human resources director, or their designee. Vacant positions may be posted for internal applicants only if a qualified pool of current employees has been identified by the hiring supervisor and human resources. The appointing authority may consider internal candidates who do not meet the minimum qualifications for a position based on past performance and demonstration of aptitude to perform at a proficient level.

If selected, the internal candidate must meet the minimum requirements within a stated period of time.

- (c) Vacant positions will be posted internally and may be advertised externally. The posting will specify:
 - (1) the title, salary range, benefits, duties of the position, and minimum qualifications;
 - (2) the time, place, and manner of making an application;
 - (3) the closing date for receiving applications; and
 - (4) any other pertinent information related to the vacant position.

Sec. 70-35. Interviewing, testing, and selecting employees.

(a) All appointments to positions will be made according to individual merit to be ascertained, in so far as is practical, by open, competitive examination. The selection process will fairly evaluate the capacity and fitness of the applicant to perform the duties and responsibilities of the position. A range of testing options may be used, including, but not limited to, written, oral, physical, polygraph, and psychological tests. Consideration may be given to past performance reviews, reference checking, background checking, or any combination thereof. An applicant may be required to verify any statement contained in their application for employment. Applicants competing for the same position will be subject to the same selection process.

(b) An applicant who takes part in the selection process will be notified of the applicant's status.

(c) Any applicant for city employment may be tested by the city for controlled substances at the expense of the city and at a laboratory selected by the city upon an offer of employment and prior to appointment.

(1) Any applicant who refuses to submit to the controlled substances test or participate in any employment test will be disqualified from consideration for employment by the city.

(2) Should an applicant's test reveal a positive illegal controlled substances result, the applicant will not be eligible for employment by the city.

(d) It is the responsibility of the applicant to notify the human resources department of any change in the applicant's availability or the applicant's contact information.

(e) After completion of the selection process, the appointing authority will select the applicant deemed most qualified for the position through the examination process. The human resources department must validate the appointment and perform the appropriate background checks. If the applicant accepts the appointment following the appropriate background checking, and reports for duty at the time the appointing authority designates, the applicant is deemed to have been appointed. While the city will select the most qualified applicant for a position, city employees will be given significant consideration when qualifications are deemed substantially equal.

(f) Health plan eligible, variable hour, or seasonal appointments will be made by the hiring supervisor after interviews, references, or other job-related tests have been conducted.

(g) When an employee is granted a military leave of absence, the position may be temporarily filled for the length of time the employee is on military leave in accordance with the policy regarding military leave established by the city manager.

Sec. 70-36. Probationary period.

- (a) The probationary period is part of the selection process and will be utilized for the purpose of observing an employee's work and suitability for the position.
- (b) All employees appointed, promoted, transferred, voluntarily reassigned, demoted, or reemployed shall be required to serve a regular probationary period. Employees reemployed in the same position within 180 days of separation of employment are not required to serve a probationary period unless the employee was still within their probationary period at the time of separation of employment.
- (c) The probationary period for all employees who are in positions identified in the city's pay plan shall be 12 months. The probationary period for any employee may be extended, before the expiration of the initial probationary period, up to an additional six months, upon the approval of the appointing authority. At the successful completion of the probationary period, the employee becomes a regular employee.
- (d) Prior to the completion of an employee's probationary period, the appointing authority will submit a completed evaluation report on the employee's performance to the human resources department. In addition to this evaluation, the appointing authority will determine whether or not the employee is to be placed on regular status. The evaluation report will be reviewed with the employee by the supervisor and the employee will receive a copy. If the evaluation report is not available in time, the period may be extended by the appointing authority for a reasonable time, not to exceed six weeks; however, any subsequent increase in salary, or subsequent appointment to regular status, shall be made

retroactive to the date on which the employee would normally have been eligible for regular status. The employee is still considered to be on probation until such a time the employee is officially removed from probation by the appointing authority. When the employee is officially removed from probation, the employee will receive a pay increase and the employee's performance evaluation date will be adjusted to the annual evaluation date established for regular employees.

- (e) In cases where an employee's performance is on a continuous and sustained level exceeding the requirements and expectations for the job, any portion of the last six months of the probationary period may be waived for those subject to a probationary period. When such action is recommended, the appointing authority will submit supporting evidence to the human resources department that the employee is performing at a level above that normally expected in the position. The employee will then receive a pay increase and the evaluation date will be adjusted to the annual evaluation date established for regular employees.
- (f) An appointing authority may dismiss an employee with or without cause at any time during the probationary period.
- (g) An employee appointed by promotion or transfer but who does not satisfactorily complete the probationary period may, upon recommendation of the appointing authority, apply for a position in the class occupied by the employee immediately prior to the promotion or transfer, if a vacancy in that class exists at that time. If a vacancy does not exist, the employee will be terminated from employment.

Sec. 70-37. Promotions and transfers.

- (a) The city encourages employees to assume higher-level positions or lateral transfers for which they qualify. Toward this end, the city will post all positions unless there is a business reason not to post the position as approved by the director of human resources.
- (b) An employee must be in good standing to be considered for a promotion or transfer.
- (c) With the exception of promotions pursuant to established career progression models, the appointing authority may consider internal candidates who do not meet the minimum qualifications for a position based on past performance and demonstration of aptitude to perform at a proficient level. If selected, the internal candidate must meet the minimum requirements within a stated period of time.
- (d) Upon promotion or transfer, the employee will serve a probationary period in the new position as defined in Sec. 70-36.

Sec. 70-38. Voluntary reassignment.

- (a) When an employee applies for a position which is at a lower grade than the employee's current grade, the employee's application will be considered a request for a voluntary reassignment.
- (b) The employee will serve a probationary period in the new position. The date of reassignment will become the new evaluation date for purposes of a probationary performance evaluation.
- (c) Employees who move to a lower grade through a voluntary reassignment will have a one-time option to cash in their vacation leave (and compensatory time for nonexempt employees) at the higher rate of pay in accordance with city policy.
- (d) At termination, any accruals eligible for payout will be calculated at the employee's then current rate of pay.
- (e) Upon a voluntary reassignment to a non-exempt position, exempt employees will not be paid for accrued compensatory time, nor will such time transfer to the new position. Benefits will transition to the plan of the new position effective on the first day of the transfer. Leave will begin accruing at the new rate on the first day of the transfer as provided in Article IV, Attendance and Leave, of this chapter. The employee will not lose service years counted towards vacation accrual or retirement vesting or years of service.

Sec. 70-39. Re-employment.

- (a) An employee who is rehired at the city within 12 calendar months of a layoff or a voluntary resignation may retain all leave accrual rates and compensation if reappointed to the same position held prior to the separation from employment. Vesting in retirement plan(s) upon rehire will be based upon the provisions of the appropriate retirement plan document.
- (b) An employee who is rehired to a different position than the position held prior to a layoff or resignation within 12 calendar months of the separation from employment will only retain their leave accrual rate. The employee's appointment rate will be handled in the same manner as a new employee. Vesting in retirement plan(s) upon rehire will be based upon the provisions of the appropriate retirement plan document.
- (c) Rehired employees in either situation under subsection (a) or (b) will serve a probationary period pursuant to section 70-36(b) and will be treated in the same manner as a new employee for all other purposes.
- (d) Employees who were involuntarily separated from the city for violations of city policies or procedures or resigned in lieu of termination shall not be considered for rehire.

Sec. 70-40. Personnel file.

- (a) The human resources department will establish and maintain a personnel file for each employee which will contain all official records pertaining to the employee. This file is the employee's official file. The director of human resources or a designee thereof will allow or deny inspection of personnel files in accordance with the provisions relating to the inspection of public records.
- (b) Employees may review their personnel file under the supervision of a human resources staff member. Employees may request a copy of their entire file or particular sections.
- (c) Employees may not review tests, references, or other materials associated with their approval or denial of a position with the city.
- (d) Supervisors should keep a working file on each employee that consists of any performance notes, verbal and written reprimands, leave requests, and contact information. Any original written reprimands issued to the employee must be placed in the personnel file located in the human resources department. A copy may also be placed in the supervisor's file.

Sec. 70-41. Performance evaluation.

For each regular employee, the appointing authority, or designee thereof, will complete an evaluation of the employee's performance annually and at such other times as deemed appropriate by the appointing authority. The appointing authority or designee may perform unscheduled evaluations as necessary. The original performance evaluation must be placed in the personnel file kept in the human resources department. A copy may also be placed in the supervisor's file.

Secs. 70-42—70-49. Reserved.

ARTICLE III - EMPLOYEE COMPENSATION

Sec. 70-50. Pay plan and classification system.

The city will provide its employees with a classification system and pay plan that meets the city's total rewards philosophy and complies with all applicable federal and state laws.

Sec. 70-50.1. Pay plan.

- (a) The city's pay plan contains a list of all regular budgeted positions and corresponding salary schedules. A proposed pay plan will be submitted to the city council by the city manager or their designee for adoption by resolution in coordination with the annual

budget. The pay plan may be amended at any time by resolution of the city council upon the recommendation of the city manager.

- (b) By written directive, the city manager, acting upon the recommendation of the director of human resources, and subject to the availability of funds, shall be authorized to make temporary adjustments to the classification system and pay plan not to exceed 12 months in duration. No temporary adjustment to the classification system and pay plan shall be deemed final until approved by the city council as provided herein. Such review and approval by the city council may occur at such times as recommended by the city manager, but in any event not later than the next review of the annual budget.

Sec. 70-50.2. Classification system.

- (a) The city will implement a job evaluation process that will create and maintain a framework to allow an equitable and cost-effective salary structure called a “classification system.” The classification system is created when city positions are evaluated and grouped together into pay grades in a pay plan based on similar job duties, skills, qualifications, effort and responsibilities. A “pay grade” is a range of pay that represents the internal and external market value for the positions in the grade. The minimum rate means the bottom of the pay grade and the maximum rate means the top of the pay grade.
- (b) As part of the job evaluation process, a new or updated job description approved by the appointing authority, must be submitted to human resources before any addition or change can be made to the classification system or pay plan. The job description is a formalized statement summarizing the essential duties and responsibilities, and required qualifications to perform a job.
- (c) The human resources department will consult with the appointing authority or designee to review internally equitable positions and relevant published salary survey data for a similar job or jobs that reflect similar duties, skills, qualifications, effort and responsibilities. Upon completion of the evaluation, the human resources department will determine the appropriate pay grade for a position.

Sec. 70-50.3. Reclassifications.

- (a) Each fiscal year, the human resources department will evaluate changes to job descriptions to determine if a position should be reclassified in accordance with a policy established by the city manager.
- (b) A reclassification is a change in a position’s pay grade based on the results of a job evaluation. A position may be reclassified if there are significant changes in the duties,

skills, qualifications, effort, or responsibilities of the position and such changes significantly affect the position's internal and market value.

- (c) The job evaluation is performed for all new or reclassified positions.

Sec. 70-51. Paydays.

Regular paydays for city employees are every other Friday. When the regular payday falls on a holiday for which city offices are closed, payroll will inform employees of the alternate payday. A pay statement will be delivered, either electronically or in paper format, whichever is in the city's best interest. On each payday, the pay statement will show gross pay, deductions, and net pay. Direct deposit to an institution of the employee's choosing is required for a city employee to receive their bi-weekly pay. Automatic deductions authorized by the city, such as additional tax withholding, contributions to city-sponsored voluntary benefit plans, and individual savings plans, may also be arranged through the human resources and finance departments. Annual or monthly pay rates are recalculated to correspond to the city's bi-weekly payment schedule.

Sec. 70-52. Base pay.

Base pay is the fixed compensation paid to an employee for performing specific job responsibilities and reported in the pay plan through an hourly calculation.

Sec. 70-53. Appointment rate.

- (a) The appointment rate will be determined based on an evaluation of an applicant's qualifications, including relevant education, training, and experience as compared to others in similar positions. Appointment rates above the middle of the pay grade may be paid with approval of the city manager or designee thereof. No position will be paid above the assigned salary grade maximum.
- (b) The appointment rate for an employee who is rehired at the City after a layoff or voluntary resignation will be handled pursuant to section 70-39.
- (c) The appointment rate for an employee upon transfer, promotion, demotion, or voluntary reassignment will be handled pursuant to section 70-59.

Sec. 70-54. Reserved.

Sec. 70-55. Pay increases.

- (a) Pay rate increases within an established pay grade may be granted to an employee based on an employee's performance. An employee will first be considered for a pay increase upon satisfactory completion of the required employment probationary period.

Thereafter, employees may be considered for additional pay increases upon either the satisfactory completion of each 12 subsequent months of service, or upon a date established by the city manager as the annual pay increase review date until the employee reaches the maximum rate of the pay grade. All pay increases will be submitted to the director of human resources or a designee for review. No pay increase may be granted in excess of the maximum rate for the pay grade.

- (b) In instances where an employee is denied a pay increase based on performance, the employee's supervisor or appointing authority will inform the employee in writing of the areas in which the employee needs performance improvement. The performance of an employee who is denied a pay rate increase may be reviewed again at a time determined by the appointing authority.

Sec. 70-56. Overtime and compensatory time.

The city will pay overtime and award compensatory time in accordance with applicable federal and state laws, these personnel rules, and any applicable policies established by the city manager.

Sec. 70-56.1. Non-exempt employees.

- (a) A non-exempt employee who works in the designated work week longer than 40 hours will be paid for such work in excess of 40 hours at a rate equal to one and a half times the employee's regular hourly rate of pay. Non-exempt employees who are regularly scheduled for 12-hour shifts and who work longer than their scheduled hours during the designated work week will be paid for such work in excess of their scheduled hours of the week. Such non-exempt employees will be paid at a rate equal to one and a half times the employee's regular hourly rate of pay.
- (b) Overtime worked by any employee must be authorized in advance by either the employee's appointing authority or designee thereof. The following leaves will be considered work days for purposes of computing overtime: sick leave, holiday, floating holiday, extended care leave, fatigue leave, city closure, injury leave, bereavement leave, military leave, administrative leave, and jury duty. Leave time taken, but not listed herein, shall not be considered time worked for purposes of determining overtime eligibility.
 - (1) Exception: Vacation and compensatory time taken may be used for purposes of computing overtime if it is taken during a week in which an emergency service status employee works for non-discretionary reasons during time which occurs immediately before or after their normally scheduled hours for that day. Such time must be approved by the employee's supervisor.

- (c) A non-exempt employee may choose to receive compensatory time in lieu of pay for overtime work at a rate equal to one and a half hours for each hour of work for which overtime pay is required by this section. A written agreement to permit accrual of such compensatory time must be executed by the employee to permit the accrual and use of compensatory time. However, if the agreement is provided, an employee can accrue no more than 40 hours of compensatory time. Any overtime work in excess of such 40-hour accrual limitation for compensatory time will be paid to the employee as provided above. Compensatory time off may be taken by a non-exempt employee at a time determined by the employee's appointing authority or designee thereof, to be convenient to the city and, where possible, the employee.
- (d) A non-exempt employee who terminates employment with the city for any reason will be paid for any accrued and unused compensatory time at the hourly rate of pay of the employee at the time of termination.
- (e) Upon notice to payroll, non-exempt employees may choose to cash out their compensatory accruals at any time.
- (f) A non-exempt health plan eligible, variable hour, or seasonal employee required to work on a city-designated holiday will be compensated at a rate equal to one and a half times the employee's regular hourly rate of pay for all hours worked during that holiday. When a holiday falls on a Saturday or Sunday and is observed by the city on an alternate day (Friday prior or Monday following), the appointing authority shall determine which day of work (the holiday or the city observed day) the non-exempt health plan eligible, variable hour, or seasonal employee will receive the additional compensation provided herein. The employee may only receive the additional pay for one day per holiday.

Sec. 70-56.2. Exempt employees.

- (a) An exempt employee who works in any work week more than 40 hours shall accrue compensatory time at the rate of one hour for each hour worked in excess of 40 hours in a work week. Exempt employees who are regularly scheduled for 12-hour shifts and who work longer than their scheduled hours during the designated work week will accrue compensatory time at the rate of one hour for each hour worked in excess of their scheduled hours of the week.
- (b) Compensatory work must be authorized in advance by an employee's appointing authority or designee thereof. The following leaves will be considered as work days for purposes of computing compensatory time: sick leave, holiday, fatigue leave, floating holiday, extended care leave, city closure, injury leave, bereavement leave, military leave, administrative leave, and jury duty.

- (1) Exception: Vacation time and compensatory time taken may be used for purposes of computing compensatory time if it is taken during a week in which a designated emergency service status employee works for non-discretionary reasons during time which occurs immediately before or after their normally scheduled hours for that day. Such time must be approved by their supervisor.
- (c) An exempt employee will accrue no more than 40 hours of compensatory time at any given time. However, the city manager may, by administrative directive, authorize accruals of compensatory time in excess of 40 hours. Any hours accrued in excess of the 40-hour compensatory time accrual limitation and not otherwise authorized or permitted by administrative directive of the city manager will be forfeited. Compensatory time off may be taken by an exempt employee at a time determined by the employee's appointing authority or designee thereof, to be convenient to the city and, where possible, to the employee. Upon termination of employment, or upon separation for any other reason, an exempt employee is not entitled to any payment or reimbursement for accrued compensatory time at the time of such termination or separation.

Sec. 70-57. Pay for part-time work.

Pay for part-time work is at the equivalent hourly rate set forth in the pay plan. Pay for holidays, sick leave, and vacation to regular and probationary part-time employees is on a pro rata basis, as determined by the part-time employee's work schedule. Regular and probationary part-time employees will also pay for applicable benefits on a pro rata basis, as determined by the part-time employee's work schedule. Health plan eligible, variable hour, or seasonal employees who work part time hours are not eligible for city benefits except as provided in section 70-32 of this chapter.

Sec. 70-58. Pay for health plan eligible, variable hour, or seasonal work.

Pay for health plan eligible, variable hour, or seasonal work may not exceed the maximum rate for an equivalent position in the pay plan. No employee benefits are granted to a health plan eligible, variable hour, or seasonal employee except as provided in section 70-32 of this chapter.

Sec. 70-59. Appointment rates upon transfer, promotion, demotion or voluntary reassignment.

If an employee is transferred, promoted, demoted, or voluntarily reassigned, the rate of pay for the employee in the new position will be based on the employee's qualifications, including relevant education, training, experience, and seniority, as compared to others in similar positions. This new pay amount will not be less than the minimum rate or more than the maximum rate for the new grade. The employee will serve a probationary period in the new position.

Sec. 70-60. Pay rates upon reclassification.

- (a) An employee's pay rate upon reclassification will be determined based on an assessment of the employee's qualifications, including relevant education, training, experience, and seniority as compared to others in similar positions. This new pay amount will not be less than the minimum rate or more than the maximum rate for the new grade.
- (b) An employee who has been reclassified will be considered for additional pay increases upon either the satisfactory completion of each 12 subsequent months of service from the date of reclassification, or upon a date established by the city manager as the annual pay increase review date until the employee reaches the maximum rate of the pay grade.

Sec. 70-61. Pay rates for temporary acting assignments.

- (a) An employee may be temporarily assigned in an acting or interim capacity to a position in a higher pay grade than the position the employee normally occupies. If the employee assumes all authority and responsibility for the new position and the assignment exceeds three calendar weeks, the employee will be granted a temporary increase to the step in the new grade based on an assessment of the employee's qualifications, including relevant education, training, experience, and seniority as compared to others in similar positions. This increase cannot be less than the minimum or greater than the maximum rate of the pay grade of the position the employee is filling. Temporary assignment pay will be paid for the full period of the temporary assignment, retroactive to the first day.
- (b) If an employee is serving in a temporary assignment and the employee is due to be considered for a pay increase based on their performance in the position they normally occupy, the employee may be considered for a pay increase upon their return to the normal position and the pay increase will be issued retroactive to the date it was originally due.
- (c) If a temporary acting assignment exceeds a period of 12 months, the employee may be considered for a pay increase upon completion of 12 months in the temporary acting assignment, or at a time designated by the city manager as the annual salary review date.
- (d) Notification of acting status and requests for pay increases during a temporary assignment must be made by memorandum from the appointing authority to the director of human resources.

Sec. 70-62. Longevity pay.

Certain employees hired prior to December 31, 1978, are entitled to longevity pay. Such pay is recognized and ratified for these employees. The city manager may establish administrative procedures for the administration of this compensation.

Sec. 70-63. Reduction of wages.

- (a) Subject to the requirements and limitations of the Fair Labor Standards Act (FLSA), reductions in an employee's regular pay may be made for any of the following reasons:
 - (1) Unauthorized absence,
 - (2) Absence due to illness after all sick leave, holiday leave, floating holiday leave, and vacation time has been used,
 - (3) Absence due to suspension from duty without pay,
 - (4) Leave without pay,
 - (5) Overpayments, or
 - (6) Any other absence not authorized by this Chapter 70 or by the city manager.
- (b) Whenever an employee works for less than the regularly established number of hours a day, days per week, or weeks per month, the amount paid shall be pro rata based on the number of hours worked for that pay period.
- (c) The employee's appointing authority will approve all reductions in pay.
- (d) It is the city's policy to comply with the salary basis requirements of the FLSA. Therefore, the city will not intentionally make improper reductions of pay from the salaries of employees not permitted under FLSA. If an employee believes that an improper reduction of pay has been made to their pay, they should report this information to payroll or the human resources department. Reports of improper reductions of pay will be promptly investigated. If it is determined that an improper reduction of pay has occurred, the employee will be promptly reimbursed. If the city makes an overpayment, the city will set up a repayment schedule after conferring with the employee.

Sec. 70-64. Call-back pay.

Regular and probationary non-exempt employees who are called back to work outside of their regular work hours shall be paid a minimum of two hours of overtime pay at one and one-half times the normal rate of pay. A regular or probationary non-exempt employee may choose to receive compensatory time in lieu of overtime pay. The two-hour minimum shall not apply when the overtime hours overlap with or coincide with the normal work hours. The employee's supervisor has the right to assign an employee under this provision to work on any other projects for the full two hours paid. Multiple callouts within any two-hour timeframe will count as one

callout for this section. Call-back pay applies to non-exempt employees subpoenaed to appear in court on behalf of the city outside of their normal work hours.

Sec. 70-65. On call pay.

Regular and probationary non-exempt employees assigned to be on call for a set period and required to be available to respond to emergency situations on a 24-hour a day basis will be paid on call pay. Such employees may not consume alcohol or any impairing controlled substances or drugs, including marijuana, during their on-call period and will need to respond to the emergency situation in a time frame determined by the employee's department. The employee shall be compensated, in addition to their regular pay, in accordance with a policy established by the city manager.

Sec. 70-66. Assignment pay.

Regular and probationary non-exempt employees assigned to be on call 24-hours per day for a continuous, consecutive and ongoing basis of 27 weeks or more and required to respond to an emergency situation will be paid assignment pay. Such employees may not consume alcohol or any impairing controlled substances or drugs, including marijuana, while on assignment and will need to respond to the emergency situation in a time frame determined by the employee's department. The employee shall be compensated in addition to their regular pay in accordance with a policy established by the city manager.

Sec. 70-67. Shift differential pay.

Non-exempt regular and probationary employees who are scheduled on an ongoing basis to work shifts that are other than that which is generally considered as the day shift shall be compensated at a rate of one percent of pay for second shift/swing shift and two percent for third shift/graveyard shift. Shift differential pay will be calculated on the employee's base plus overtime pay or compensatory time pay.

Sec. 70-68. Transportation allowance, travel, and miscellaneous expenses.

Employees who incur expenses in the conduct of city business, such as use of a personal car, out-of-pocket miscellaneous expenses, and travel expenses while in attendance at approved meetings and conferences, shall be reimbursed for such expenses in accordance with a policy established by the city manager.

Sec. 70-69. Bonuses and special incentives.

The city manager may implement bonuses or special incentive programs in addition to the salary rates established in the official pay plan.

Sec. 70-70. Pay at death.

Upon the death of an employee, any pay due to the employee will be paid to the employee's surviving spouse. If the employee has no surviving spouse, any pay due to the employee will be paid to the employee's estate.

Sec. 70-71. Deferred compensation.

Employees are permitted to participate in a deferred compensation or other such plan as authorized by the city council and approved by the city manager. Employees may exchange a portion of regular vacation and/or vacation exchanged for sick leave as specified in a policy authorized by the city manager. The monetary value of this exchange will be put into the employee's deferred compensation plan subject to the terms and limitations established by the city manager.

Sec. 70-72. Medical and dependent care spending accounts.

Regular and probationary employees may participate, in accordance with applicable state and federal law, in pre-tax medical care and dependent care spending accounts as authorized by the city council and approved by the city manager. Employees are authorized to have such amounts as they may choose withheld from their paycheck, subject to the terms and limitations that the city manager deems lawful and appropriate, and to spend such sums consistent with the purposes of the spending accounts. The city is authorized to withhold from the employees such amounts to pay and make payment on behalf of the employees consistent with the terms and limitations established by the city manager. The city is authorized to determine the lawful disposition of such spending account funds withheld but not spent in a manner consistent with applicable state and federal law.

Sec. 70-73. Retirement health savings plan.

Regular and probationary employees may participate, in accordance with applicable state and federal law, in retirement health savings plans as authorized by the city council and approved by the city manager. Employees are authorized to have such amounts as they may choose withheld from their paycheck, subject to the terms and limitations that the city manager deems lawful and appropriate. The city is authorized to withhold from the employees such amounts to pay and make payment on behalf of the employees consistent with the terms and limitations established by the city manager. The city is authorized to determine the lawful disposition of such spending account funds withheld but not spent in a manner consistent with applicable state and federal law.

Secs. 70-74—70-99. Reserved.**ARTICLE IV - ATTENDANCE AND LEAVE**

Sec. 70-100. Hours of work, work assignments, and schedules.

- (a) All employees have a seven day work period that complies with the Fair Labor Standards Act. Unless otherwise authorized in writing by the director of human resources, the work period begins at midnight (12:00 a.m. M.S.T.) on Saturday and ends at 11:59 p.m. M.S.T. on Friday. The normal work schedule may vary within departments based on business reasons set by management.
- (b) The appointing authority, or their designee, is responsible for scheduling work assignments. The appointing authority or their designee may change work assignments, schedules, organization, or structure at any time based on the needs of the city.
- (c) Flexible and remote work schedules may be available in accordance with a policy approved by the city manager.

Sec. 70-101. Time reporting.

- (a) The attendance of all employees is recorded daily by each department and is submitted to payroll every two weeks. Attendance records are city records and care must be exercised in recording the hours worked, overtime hours, compensatory time accruals, leave taken, and absences. Employees are responsible for accurately and correctly recording their own time and may not complete time records for another employee unless specifically authorized to do so by that employee's appointing authority or their designee.
- (b) Any time away from work during an employee's scheduled hours must be documented on the time entry form. Time away from work requires prior approval from the employee's supervisor. Use of sick, vacation, holiday, floating holiday, compensatory time, or any other use of time must be reported. Leave time can be used in 15-minute increments. Regular and probationary employees must account for all scheduled time by entering hours worked or approved paid or unpaid leave.

Sec. 70-102. Attendance and punctuality.

Employees are required to be in attendance at their work location in accordance with their job assignment and approved work schedule. Employees are expected to be at work on all scheduled work days and during all scheduled work hours and to report to work on time. Employees must report any absences and tardiness according to the guidelines determined by the employee's appointing authority.

Sec. 70-103. Holiday leave.

- (a) All regular and probationary full-time employees are granted 13 eight-hour paid holidays each calendar year. Ten of these holidays are the following:

- (1) New Year's Day;
 - (2) Martin Luther King, Jr.'s Birthday;
 - (3) Presidents' Day;
 - (4) Memorial Day;
 - (5) Juneteenth;
 - (6) Independence Day;
 - (7) Labor Day;
 - (8) Thanksgiving Day;
 - (9) Day after Thanksgiving; and
 - (10) Christmas Day.
- (b) Holiday means the period between midnight (12:00 a.m.) to 11:59 p.m. of the day on which the holiday occurs.
- (c) The remaining 24 holiday hours are floating holidays and will be scheduled and taken between the first and last pay period of the current year by each employee with the approval of the employee's supervisor. In the case of employees assigned to shift work, whose services are required on a 24 hours-per-day or seven days-per-week basis, the holidays shall be set out in the employee's annual work schedule in a time convenient to both the employee and the city. If a probationary employee is hired between February and December, the probationary employee will receive a pro rata amount of floating holiday time for the first calendar year of employment. The amount received will equal two hours for each month of employment during the calendar year in which the probationary employee is hired. For example, an employee hired in November will receive four hours of floating holiday time for the first calendar year. The time will be placed in the employee's floating holiday accrual in one lump sum.
- (d) Upon termination, an employee will be paid for any unused holiday time for holidays that have already occurred. Any holiday time used, but unearned at the time of termination, will be deducted from accrued leaves or final pay. Floating holiday will be considered as "earned" at a rate of two hours per month.
- (e) When a holiday occurs on Saturday, the preceding Friday will be observed; when it occurs on Sunday, the following Monday will be observed. When a holiday occurs during an employee's vacation, the employee may use the holiday time. Vacation is not charged

for that holiday. If an employee is on sick leave on a holiday, the employee may use the holiday time. Sick leave is not charged for the holiday. If an employee is scheduled to work on a holiday and is sick, holiday leave is not charged for the scheduled work day. If an employee is scheduled to work on one of the nine designated holidays the employee will record regular hours worked. The employee will then have the unused holiday hours available to use on another day at a time convenient to both the employee and the city.

- (f) Regular and probationary part-time employees will receive holiday pay on a pro rata basis, as determined by the part-time employee's work schedule.
- (g) Regular and probationary employees who are on administrative leave on a designated holiday will charge their time to administrative leave for that day and will have the unused holiday hours available to use on another day at a time convenient to both the employee and the city.

Sec. 70-104. Vacation leave.

- (a) Each regular and probationary full-time employee earns and is allowed to take annual vacation leave with pay as follows:

Years of Service	Monthly Accruals (Hours)	
	Civilian	Sworn Police
0 through 4	8	9.33
5 through 9	10	10.66
10 through 14	12	12.66
15 or more	13.33	14.66

- (b) Regular and probationary part-time employees will receive vacation leave on a pro rata basis, as determined by the part-time employee's work schedule.
- (c) Vacation time may not be taken until after it is earned. The time at which an employee takes vacation will be determined by the employee's supervisor at a time convenient to both the employee and the city. If an illness occurs while an employee is on vacation and would normally justify allowance for sick leave, then that time will not be counted against vacation leave if so requested by the employee and approved as provided for in the appropriate leave section. Regular and probationary employees who are separated from the city will be compensated for vacation accrued to the date of separation at the employee's rate of pay at the time of separation. The only exception to this rate of pay is the excess vacation accruals referred to at the end of this section.

- (d) No employee shall, without the express written consent of the city manager, accrue at any time more vacation leave for civilian or sworn police employees respectively than the following:

Years of Service	Accrual Maximums (Hours)	
	Civilian	Sworn Police
0 through 4	192	224
5 through 9	240	256
10 through 14	288	304
15 or more	320	352

- (e) For regular and probationary part-time employees, such maximums are determined on a pro rata basis, as determined by the part-time employee's work schedule. If a regular or probationary employee's scheduled hours are reduced resulting in a lower maximum (for example, from full-time to 50 percent part-time), the employee will be paid the dollar value of any vacation hour accruals in excess of the new, pro-rata maximum. This payment will occur at the time of the change in hours.
- (f) Certain employees are entitled to excess vacation accrual amounts from 1985 and 1997. Such leave accruals are recognized and ratified. The city manager may establish administrative procedures for the administration of this benefit.

Sec. 70-105. Sick leave.

The city will grant sick leave to employees in accordance with applicable federal and state laws and a policy established by the city manager.

Sec. 70-105.1. Reserved.

Sec. 70-105.2. Sick leave exchange.

An employee may exchange sick leave hours for vacation time in accordance with a policy established by the city manager.

Sec. 70-105.3. Sick leave payout upon death or retirement.

The city may pay out sick leave upon death or retirement in accordance with a policy established by the city manager.

Sec. 70-105.4. Sick leave bank.

An employee who is facing a life-threatening illness or injury may apply for additional sick leave from the sick leave bank provided all other leaves have been exhausted. The creation and employee use of the sick leave bank is governed by a policy established by the city manager.

Sec. 70-105.5. Additional paid sick leave during a public health emergency.

Additional paid sick leave may be granted to and used by employees during a public health emergency in accordance with applicable federal and state law or public health orders, and a policy established by the city manager.

Sec. 70-106. Family and Medical Leave Act (FMLA) leave.

- (a) The Family and Medical Leave Act (FMLA) allows for 12 weeks of leave in a 12-month period for the birth and care of a newborn, the adoption or placement of a child in foster care, an employee's own serious health condition, or the serious health condition of an employee's spouse, child (under the age of 18 or older if disabled), or parent. This leave may be paid or unpaid depending on circumstances and in accordance with a policy established by the city manager.
- (b) In order to be eligible for FMLA, an employee must have worked for the city for at least 12 months and 1,250 hours in the previous 12 months.

Sec. 70-107. Extended medical leave.

The city recognizes that some illnesses may extend past the 12 weeks that FMLA allows for serious health conditions. Regular full-time and part-time employees who have been on FMLA for 12 weeks may request an extended leave up to an additional 14 weeks to recuperate and recover from the serious health condition underlying the FMLA leave. The decision to extend the medical leave will depend on the business needs of the organization and is subject to approval by the appointing authority, in accordance with a policy established by the city manager.

Sec. 70-108. Injury leave.

- (a) Any probationary or regular employee who suffers an injury or illness in the line of duty and is covered by the Workers' Compensation Act is granted up to 720 hours of paid injury leave (pro-rated for probationary and regular part-time employees) if the work related injury or illness renders the employee unable to perform the employee's regular duties. If the work-related injury or illness is the result of the carelessness or negligence of the injured employee, or, if the employee fails to notify the city in writing within 48 hours of the occurrence of the incident, the employee is not eligible for injury leave. If the employee's claim is not covered under the Workers' Compensation Act, such that the employee is not entitled to injury leave, the employee may use other applicable accrued leave for which the employee is eligible.

- (b) Paid injury leave may not be taken for doctor-ordered hospitalization, recuperation, office visits or physical therapy appointments that occur outside the employee's regular working hours. Supervisors may allow employees to flex hours for these appointments in instances where the employee works a non-traditional work schedule, such as nights or weekends.
- (c) Paid injury leave is not available to health plan eligible, variable hour, and seasonal employees. Notwithstanding the preceding, all employees, including health plan eligible, variable hour, and seasonal employees with work-related injuries or work-related illnesses are subject to the same reporting, transitional, and modified duty requirements as are probationary and regular employees, as set forth below. In the case of health plan eligible, variable hour, and seasonal employees, all work time missed due to doctor-ordered hospitalization, recuperation, office visits or physical therapy appointments, will be reported and tracked as non-paid injury leave per instructions from the city's finance department. Such tracked time may be reported to Colorado's Division of Labor and Employment in accordance with any then current state requirements. Qualifying wage reimbursement, if any, will be provided by Colorado's Division of Labor and Employment.
- (d) Injury leave ceases upon the occurrence of one or more of the following situations:
 - (1) The employee is returned to regular or modified duty;
 - (2) The employee reaches maximum medical improvement;
 - (3) The employee refuses a transitional or a temporary modified duty assignment, and such employment is offered to the employee in writing and is within the restrictions provided by the authorized physician; or
 - (4) A physician, approved by the city, determines that the employee is no longer capable of performing the essential functions of the position.
- (e) If, for the purpose of obtaining any order, benefit, award, compensation, or payment under the provisions of the Workers' Compensation Act, either for self-gain or for the benefit of any other person, anyone makes a false statement or representation material to the claim, the city shall report such person to the proper authorities. Such person may be punished pursuant to state or federal law and shall forfeit all rights to workers' compensation benefits upon conviction. Furthermore, such action may result in disciplinary action, up to and including termination from employment.

- (f) If a child support obligation is owed, compensation benefits may be attached and payment of the child support obligation may be withheld and forwarded to the obligee pursuant to state statute.

Sec. 70-109. Transitional duty and modified duty.

- (a) A transitional duty assignment is temporary work in another position that can be performed by an employee who is unable to perform the employee's essential job functions due to physical or other limitations set forth by a certified healthcare provider. A modified duty assignment is created when the employee's current position is temporarily adapted to meet the recommendations of the healthcare provider. An employee in transitional or modified duty status must remain under the care of a healthcare provider. The human resources department and/or risk management department will work with the appointing authority to determine if transitional or modified duty is available and what type of duty will best fit the needs of the organization and the employee. Transitional or modified duty is not guaranteed.
- (b) A transitional or modified duty assignment will not exceed 90 days, unless additional time is granted based upon consideration of the needs of the city and the nature of the employee's injury or illness. In no event shall transitional or modified duty assignment(s) exceed a total of 12 consecutive months or 18 months of intermittent duty for any single injury or illness. Transitional or modified duty shall not create an obligation for the city to permanently modify or alter any position.

Sec. 70-110. Victims of domestic abuse leave.

Leave related to domestic abuse will be granted to eligible employees in accordance with state and federal law, and in accordance with a policy established by the city manager.

Sec. 70-111. Fatigue leave.

Fatigue leave is granted to a regular or probationary employee for rest (during the employee's regular work shift) when that employee has been required to work extended overtime on an emergency basis, or perform duties which have been identified as essential by the appointing authority, during what would normally be sleeping hours. The employee's supervisor may grant fatigue leave in accordance with a policy established by the city manager.

Sec. 70-112. Bereavement leave.

- (a) An employee will be granted up to 40 hours per incident (pro rata for part-time employees) of bereavement leave for the death of an immediate family member, with the approval of the employee's direct supervisor. For purposes of this section "immediate family member" consists of an employee's spouse, child, parent, sibling, grandparent,

grandchild, (including natural, step, adopted, foster, or in-law relationships). This also includes any other relative or person who the employee identifies as the employee's significant other or domestic partner whose primary residence or place of primary abode is the same as the employee.

- (b) The appointing authority may grant additional time if deemed appropriate at the written request of the employee for an occurrence such as an out-of-state funeral.
- (c) An employee may also be granted up to four hours of bereavement leave to attend the funeral of a recently deceased city employee provided the bereavement leave granted for such purposes does not exceed the actual time necessary for attending the funeral and reasonable travel time as determined and approved by the employee's immediate supervisor.

Sec. 70-113. Military leave.

Military leaves of absence are granted to employees in accordance with all state and federal laws and a policy established by the city manager.

Sec. 70-114. Jury duty.

- (a) The city recognizes jury duty as a civic responsibility of our community. Health plan eligible, variable hour, seasonal, probationary, and regular employees, who have worked for the city for a minimum of three months within the previous 12 months of receiving a jury summons, are eligible for payment from the city during part or all of the employee's jury duty service.
- (b) All probationary and regular employees will be paid their normal salary for scheduled workdays of jury duty. The salary paid will be based on the employee's scheduled hours. The employee may keep any additional pay received from the court.
- (c) If the employee has been selected for grand jury duty, the court pays a set amount plus expenses beginning with the first day of service. In addition, the city will pay a probationary or regular employee their regular scheduled salary. The employee may keep any additional pay received from the court.
- (d) The city will pay health plan eligible, variable hour, or seasonal employees for the first three days of jury duty only. The health plan eligible, variable hour, or seasonal employee will only be paid for time scheduled on those days. The employee may keep any additional pay received from the court. Beginning with the fourth day of service, the health plan eligible, variable hour, or seasonal employee will be paid a set amount each day as pre-determined by the State of Colorado for jury duty service.

- (e) If the employee is not scheduled to work on a day in which the employee is scheduled to participate in jury duty, there will be no compensation from the city for that day.
- (f) The city will not reimburse employees for mileage, parking, or meals. Any payment from the court may be kept.
- (g) All employment benefits will remain the same during jury duty.
- (h) If an employee is involved as a party or as a witness in litigation to which the city is not a party, the employee may use any accrued vacation, holiday, or compensatory time or, if no leave is available, seek approval for leave without pay.

Sec. 70-115. Time off to vote.

Under most circumstances, it is possible for employees to vote either before or after work. If, after consultation between an employee and their supervisor, it is determined that an employee does not have adequate time before or after work to vote, such time will be allowed during normal work hours. Time off will not exceed two hours. If it is necessary for an employee to use such time, the employee should make arrangements with the employee's supervisor in a timely manner. The time allowed will be so arranged as to create the least disruption possible in the work.

Sec. 70-116. Administrative leave.

Administrative leave is leave with pay which is not provided for by other paid leaves. It may be granted to or required of an employee. Administrative leave may be granted at the discretion of the appointing authority or the city manager for the benefit of the city. Administrative leave may be used for workplace investigations, prior to a pre disciplinary administrative meeting, or for other city related purposes as determined by management.

Sec. 70-117. Leaves of absence without pay.

- (a) Employees may be granted a leave of absence without pay with the approval of the appointing authority, if all other eligible leave has been exhausted, or if the appointing authority finds that such leave serves the business needs of the city. For an employee-initiated leave of absence without pay, an employee must utilize all other eligible leave available to the employee prior to initiating a leave without pay. Employees taking a leave of absence without pay under the city's sabbatical leave policy and procedure are not required to utilize all other eligible leave prior to initiating a leave without pay.

- (b) If leave without pay is needed during an eligible Family and Medical Leave Act (FMLA) leave or extended care leave, such leave will be governed by the city's FMLA or extended care leave policy, as may be applicable, and is not subject to this section.
- (c) A leave of absence without pay will be approved by the appointing authority when it is in the best interest of the city. When a leave of absence without pay is initiated by the employee, the best interests of the city must also be considered in granting such leave. Upon the conclusion of such leave, an employee returns to work with the same duties and the same salary that the employee was held when the leave commenced.
 - (1) In the event an employee takes a leave of absence without pay without the approval of the appointing authority and does not report to work, the employee's absence shall be construed as an unauthorized absence and may be grounds for discipline.
- (d) If an employee's position is eliminated while the employee is on such leave, the employee has no claim to the position, and the employee will be promptly notified. If the employee fails to comply with any conditions of the leave or fails to return to work as specified in the approval of the leave, then the employee is presumed to have resigned from city employment effective the last day of the approved leave.
- (e) During a leave of absence without pay, the following is required:
 - (1) The employee will be put on inactive status;
 - (2) The employee will not earn or accrue any leave of any kind or any other benefits. However, if a set holiday is scheduled to occur during an approved leave without pay, the employee may use their holiday leave prior to starting the leave without pay;
 - (3) Neither the employee nor the city will contribute to a city retirement plan; and
 - (4) For a leave without pay of two or more consecutive, full pay periods, the employee is responsible for payment of 100 percent of the premium during those pay periods for any medical, dental, vision, life, or disability benefits offered by the city that the employee wishes to continue.

Sec. 70-118. Facility closure.

The city manager or their designee has the authority to close one or more city facilities to protect the safety of city employees and residents. In the event of a facility closure, employee compensation will be determined in accordance with a policy established by the city manager.

Sec. 70-119. Sabbatical leave.

A regular employee who has worked for the city for a minimum of seven consecutive years and is considered to be in good standing shall have the opportunity to take up to three months of time for the purpose of rejuvenation or the pursuit of a personal objective or aspiration. An employee may take sabbatical leave only once every seven years. The city manager may establish administrative procedures for the administration of this benefit.

Sec. 70-120. Extended care leave.

The city may grant extended care leave to employees in accordance with applicable federal and state laws and a policy established by the city manager.

Secs. 70-121—70-142. Reserved.

ARTICLE V - EMPLOYEE RESPONSIBILITIES

Sec. 70-143. Employee conduct.

- (a) The city expects all employees to be accountable for their work related conduct and for performing their job duties to the highest professional standards at all times. The city reserves the right, in all instances, to impose discipline, up to and including dismissal. Discipline is imposed solely at the discretion of the city, based on its evaluation and in consideration of relevant factors and circumstances.
- (b) Employees not meeting the definition of “regular employee” will be given performance expectations and feedback as deemed appropriate by the city, but at all times will be deemed as at-will employees. Such employees shall be subject to the standards of conduct stated in subsection (d). However, under no circumstances should the rules contained in this section 70-143 be construed to create "for cause" employment for any such employee.
- (c) Discipline procedure for regular employees. A supervisor or an appointing authority or their designee may reprimand a regular employee for cause. Such discipline may include reprimand, suspension without pay, demotion, or dismissal.
- (d) Standards of Conduct. Examples of performance or conduct applicable to all city employees, regardless of status, are presented in the list below. This list is not considered all-inclusive as the city cannot anticipate all behaviors of an employee. Other non-protected actions that have a negative impact on an employee’s performance or the effective functioning of the city may result in disciplinary action. Individual departments may also have specific rules, regulations, or policies that describe performance or

conduct. The violation of any departmental rule, regulation, or policy may also warrant disciplinary action.

- (1) Any false statement made on an application for employment or any other form or application submitted to or required by the city, or omission of information that might affect the applicant or employee unfavorably.
- (2) Conduct detrimental to customer service or city operation.
- (3) Theft or misuse of city money or property.
- (4) Violation of any national, state, or local law when the misconduct would interfere with an employee's performance of their job or undermine public trust in the integrity of the city. The city may consider such conduct a violation of its rules or procedures regardless of a conviction.
- (5) Misusing, destroying, or damaging any city property or property of another employee or customer.
- (6) Abusive treatment or disrespect of any person including, but not limited to, physical or verbal confrontations, insults, or derogatory comments based on race, religion, color, sex, gender, sexual orientation, gender identity, gender expression, national origin, ancestry, citizenship status, marital status, pregnancy, age, medical condition, handicap, disability, or any other protected characteristics as established by law.
- (7) Unauthorized possession of weapons or explosives on city premises or utilization of any object as a weapon.
- (8) Insubordination, failure, or refusal to comply with directives, orders, or assignments.
- (9) Falsification, destruction, or unauthorized use of any city records, reports, or other data or information belonging to the city.
- (10) Being untruthful, misleading, or uncooperative during an administrative investigation or about any job-related matter.
- (11) Mishandling or unauthorized disclosures of confidential city information.
- (12) Immoral conduct or indecency, vulgar, threatening, insulting, or abusive language while on the job, including excessive gossiping or spreading rumors.

- (13) Incompetence, inattention to duties, horseplay, wastefulness, or sleeping while on the job.
- (14) Possession, purchase, manufacture, dispensing, use, sale, or being under the influence of controlled substances, marijuana, or alcohol while on the job when not medically required or when it is a requirement of the job.
- (15) Violating a safety rule or safety practice, or creating or contributing to unsafe working conditions.
- (16) Failure to report violations of safety policies, procedures, or adhering to reporting requirements.
- (17) Failure to properly use or enforce the use of safety gear, clothing, or equipment.
- (18) Engaging in personal business or outside employment while on the job.
- (19) Attempting to influence an employment decision for the benefit of a member of the employee's immediate family. Immediate family means the employee's spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, cousin, (including natural, step, adopted, foster, or in-law relationship). This also includes a person who the employee identifies as their significant other or domestic partner whose primary residence or place of primary abode is the same as the employee.
- (20) Having an undisclosed financial interest, direct or indirect, in any contract with the city, or having an undisclosed financial interest, directly or indirectly, in the sale of any land, materials, supplies, or services to the city.
- (21) Engaging in any business, activity, or transaction in which an employee has a substantial financial or personal interest, direct or indirect, that might reasonably be expected to interfere with the ability of the employee to perform their duties.
- (22) Seeking nomination or election to the Arvada City Council.
- (23) Engaging in any federal, state, county, or local political campaigning during an employee's working hours.
- (24) Using the employee's employment, position, badges, or credentials for preferential treatment, commercial or personal gain, or in any other manner not authorized by the city. Allowing any individual unauthorized access to or use of a city badge, insignia, or credential.

- (25) Using city vehicles, equipment, property, social media, or other technological resources for unauthorized personal use.
 - (26) Unauthorized absence from work and failure of employee to communicate with supervisor before that shift. Guidelines for reporting may be established by each department.
 - (27) Excessive absences or excessive tardiness as determined by the employee's appointing authority or failure to work or report to supervisor for two consecutively scheduled days.
 - (28) Engaging in any unprotected activity that interferes with an employee's or any other employee's performance on the job.
 - (29) Failure to report any violations of ordinances, statutes, charter, personnel policies, administrative regulations, or department rules by any city employee or failure to report a conviction or plea to a misdemeanor or felony.
 - (30) Inability to perform job duties or substandard performance of assigned duties.
 - (31) Failure to maintain an appropriate personal appearance as established by city or departmental policy, including failure to maintain appropriate personal hygiene.
 - (32) Violation of any departmental or city rule, regulation, policy, or procedure.
 - (33) Failure to obtain or maintain a required certification, license, or training as a condition of employment.
 - (34) Allowing unauthorized access of individuals to restricted areas of city facilities, materials, or equipment.
 - (35) Any other action by an employee which in the opinion of management warrants discipline or discharge and which a reasonable person would expect to result in disciplinary action either because it affects the employee's performance, the effectiveness of the city, including other employees, or undermines safety or public trust in the integrity of the government.
- (e) Investigations of violations of employee conduct rules or regulations will be performed by the appointing authority or their designee, or the human resources department. Responsibility for investigations may be transferred to other authorized individuals in certain situations such as, but not limited to, allegations of violence, retaliation, or harassment based on race, religion, color, sex, gender, sexual orientation, gender identity, gender expression, national origin, ancestry, citizenship status, marital status, pregnancy,

age, medical condition, handicap, disability, or any other protected characteristics as established by law.

Sec. 70-144. Discipline and discharge.

- (a) Occasionally performance or other behavior falls short of the city's standards, values and/or expectations. When this occurs, the city may take disciplinary action, which it deems appropriate in its sole discretion.
- (b) Disciplinary actions can range from a reprimand to immediate discharge. Action taken by the city in an individual case does not establish a precedent in other circumstances. Some of the actions available to management include, but are not limited to, the actions stated below.
 - (1) A supervisor or appointing authority may reprimand a regular employee verbally or in writing for cause. A reprimand is a communication by the supervisor or appointing authority that serves as a disciplinary measure that is critical of an employee's conduct or performance. A reprimand, or memo memorializing a verbal reprimand, may be kept in the employee's personnel file.
 - (2) An appointing authority may suspend without pay a regular employee for cause for not more than 30 working days. A suspension is city-mandated time off from work without pay as a disciplinary action. A suspension without pay for an exempt employee must be in full day increments.
 - (3) A supervisor may require an employee to take a decision day(s) in conjunction with a disciplinary action. A decision day is a paid suspension during which an employee is required to consider their employment with the city as well as make plans for improvement. A suspension with pay may be used during an investigation process or when an employee may benefit from a decision day(s).
 - (4) An appointing authority may demote a regular employee for cause provided that no employee will be demoted to any position for which the employee does not possess the minimum qualifications. A demotion means placement of an employee from one position to another position that has a lower maximum salary rate than the original position and less authority or responsibility. A demoted employee will receive a pay rate not to exceed the job rate for the position to which the employee is demoted. The employee will serve a probationary period in the new position and the date of demotion will become the new evaluation date for purposes of calculating wages and performance evaluations.

- (5) An appointing authority may dismiss a regular employee for cause. Health plan eligible, variable hour, seasonal, and probationary employees are employed at will and may be dismissed at any time, with or without cause. Dismiss means the separation of an employee from city employment.
- (c) An employee is not entitled to representation either during an investigation or through the administration of discipline.
- (d) A regular employee may challenge discipline decisions through the processes set forth in article VI of this chapter.

Sec. 70-145. Non-discrimination and anti-harassment policy statement.

- (a) The city is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in an atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. Therefore, the city expects that all relationships among persons in the workplace will be businesslike and free of unlawful bias, prejudice, discrimination, retaliation, and harassment. Employees must report any concerns regarding harassment, discrimination, or retaliation to a representative of city management or the human resources department.
- (b) Every employee must review and sign the city policy relating to anti-harassment and discrimination. All employees shall be required to attend regular anti-harassment and anti-discrimination training as established by the human resources department.

Sec. 70-146. Safety.

The city is committed to a safe work environment for all employees. An employee must report any unsafe practice or condition to their supervisor. If an employee is injured on the job, no matter how minor, they must immediately report the incident in writing to their supervisor.

Sec. 70-147. Violence in the workplace.

Acts of violence, intimidation, or aggression will not be tolerated in the workplace. Any instance of violence, intimidation, or aggression must be reported to the employee's supervisor, risk management, or to the human resources department.

Sec. 70-148. Medical and mental health exams (fit for duty exams).

At any time for reasonable cause, the city may require an employee to undergo a medical and/or mental health examination by a qualified designated professional to determine that the employee

is able to perform the essential functions of the job. Such exams will be conducted in accordance with a policy authorized by the City Manager.

Sec. 70-149. Smoking.

Smoking, to include vaping or e-cigarette products, is prohibited in all city facilities, vehicles, and on all designated city property.

Sec. 70-150. Drugs and alcohol.

- (a) Working during or immediately after the use of alcohol, marijuana, a controlled substance, or abuse of any controlled substance is prohibited. Working while under the influence of or impaired by alcohol, marijuana, or a controlled substance is also prohibited. Furthermore, the possession, purchase, manufacture, dispensing, consumption (use), or sale of a controlled substance, marijuana, or alcohol on city premises while conducting city business is prohibited. Authorized police employees, when such conduct is in the course of their assigned duties, may be excluded from this prohibition. Another exception is a city meeting or event in which the serving of alcohol is sanctioned by the city manager or appointing authority or where alcohol is served as part of the city operation. Under no circumstances should an employee drive under the influence or while impaired after leaving such an event. Employees required to take a legal prescription by a medical provider may do so. If such medication could impact an employees' safety or effectiveness, the employee must notify their supervisor.
- (b) Upon forming a reasonable suspicion, the city manager, an appointing authority, or a supervisor is authorized to order an employee to submit to a test for controlled substances, marijuana, and/or alcohol at the city's expense in a manner selected by the city. A reasonable suspicion means a belief based on observed facts or behavior sufficient to lead a reasonably prudent person to suspect that an employee is under the influence or is impaired because of use of controlled substances, marijuana, or alcohol. Any employee refusing to submit to such a test or to consent to the release of the results of such test to the city is subject to disciplinary action.

Sec. 70-151. Computers, internet, e-mail, and voicemail.

- (a) Employees are responsible and accountable, in part, for the on-going integrity of the city's information technology. Such systems include, but are not limited to, computers, e-mail, voicemail, mobile devices, and any other similar technology systems. These systems are the property of the city and are intended for business use only. Therefore the city expressly reserves the right to access any computer files, use of software, Internet usage, e-mail, chat messages, voicemail and other similar electronic data on a city-owned device or system. Although employees select individual passwords, employees should not

assume that such data is confidential. However, other than management acting on behalf of the city, employees should not attempt to gain access to another employee's computer, Internet, e-mail, voicemail, or other similar account or device. Furthermore, an employee is prohibited from installing or connecting personal or non-business software or hardware without the express, written permission from the chief information officer of the information technology department or their designee.

Sec. 70-152. Inspections.

- (a) The city reserves the right to conduct searches and inspections of any city-owned property without notice. City-owned property includes, but is not limited to, desks, file cabinets, books, bookshelves, hallways, toolboxes or bins, rooms, closets, computers, electronic mobile devices, storage areas, lockers, vehicles or vehicle compartments, or boxes of files. Personal locks are prohibited on city-owned lockers. Any employee who refuses to submit to a search may be subject to disciplinary action.
- (b) Upon forming a reasonable suspicion of wrongdoing or for work related non-investigatory reasons, an appointing authority, in consultation with human resources and the city attorney's office, is authorized to order a search of an employee's personal belongings located in or on city-owned property as described in subsection (a) of this section, as well as in or on any city owned parking areas to the extent allowed by law. A reasonable suspicion of wrongdoing means a belief based on observed facts or behavior sufficient to lead a reasonably prudent person to suspect an employee has taken custody, possession, or control of items of interest to the city in a personal belonging. An item of interest to the city shall include, but is not limited to: any item constituting contraband under the laws of the city, the United States or the State of Colorado, including unauthorized weapons, explosives, incendiary devices or material, poisons or hazardous or infectious substances, any controlled substances, and unauthorized possession of any property owned or leased by the city, including any items of personally owned by the city, cash, checks, credit or debit cards, files, summonses, books, manuals, written business records, computer records or work related files in any form of transportable medium, or any city computer record or file, including copies of source codes, owned by or licensed to the city for its workplace use.

Sec. 70-153. Solicitation.

Employees may not solicit any other employee during working time. The only exception is city sponsored activities or products. With the approval of the employee's appointing authority, an employee may place fund-raising information in a city break room or may post information on a designated electronic or physical bulletin board. The appointing authority reserves the right to refuse to post any item. Under no circumstances may an employee disturb the work of others to

solicit, e-mail, or distribute literature to them during their working time, including fund-raising activities.

Sec. 70-154. Conflict of interest.

- (a) Employees have an obligation to refrain from activities which conflict or interfere with the city's operations such as, but not limited to, outside employment, sharing privileged or confidential information, outside business interests, and accepting gifts or gratuities.
- (b) An employee must seek written permission from the appointing authority prior to engaging in secondary employment. Paid secondary employment may be allowed as long as it in no way interferes with an employee's position or performance at the city. In addition, the secondary employer must not be a supplier of materials or contractor of services for the city if it creates a conflict of interest or an appearance of a conflict of interest.
- (c) An employee may not use plans, programs, or information of public interest for personal gain or to benefit friends, family, and/or acquaintances. If an employee has an outside interest which could be affected by any city plan or activity, the employee must report this immediately to their supervisor. Employees are responsible for ensuring that only information that is appropriate to share with the general public is released.
- (d) Outside business interests which would create a conflict of interest may include having a personal financial relationship with any individual or business organization, other than a regulated financial institution, that furnishes supplies, merchandise, property, or services to the city.
- (e) An employee may not accept gifts or gratuities from any individual or organization currently or proposed to do business with the city; however, unsolicited advertising or promotional items valued under \$50.00 may be retained by an employee and perishable items may be retained if they are made available to others. An employee may not accept items which are not business related, such as, but not limited to tickets to sporting or cultural events. This prohibition is not intended to apply to the purchase of a meal in a setting where the attendees are discussing city business, unless otherwise prohibited by departmental policies.
- (f) City employees may only solicit businesses for activities which benefit the community and/or which are approved by the city manager.

Sec. 70-155. Criminal charges and convictions during employment.

- (a) Any employee, regardless of status, must report any of the following to the employee's appointing authority:

- (1) any misdemeanor, drug misdemeanor, or felony charges pending against the employee regardless of the jurisdiction of the charge as soon as practicable but no later than seven days from incurring the charges; and
 - (2) any conviction or plea, including guilty and no contest pleas, to a misdemeanor or felony regardless of the jurisdiction of the charge as soon as practicable but no later than seven days from the date of conviction.
- (b) Notwithstanding the reporting duties stated in subsection (a), an employee has no duty or obligation to report a sealed conviction, pardoned conviction, or otherwise vacated conviction. An employee also has no duty or obligation to report an arrest that does not result in charges.
- (c) Failure to satisfy the reporting duties stated in subsection (a) may warrant disciplinary action in accordance with section 70-143.
- (d) If an employee is charged with a class 1 misdemeanor as defined by C.R.S. §18-1.3-501 or the equivalent of such if in a jurisdiction outside of Colorado, or a felony, the employee's appointing authority may place the employee on a suspension without pay for the duration of the court proceedings regardless of the length of the proceedings. The proceedings are deemed to have ended upon the date the conviction is entered regardless of whether sentencing occurs that same date or at a later date. Should the employee be cleared of such charges against them, the employee will be reimbursed for any lost wages resulting from a suspension without pay.
- (e) The city may consider any employee misconduct that is violative of any national, state, or local law a violation of these personnel rules if such misconduct interferes with the employee's performance of their job or undermines public trust in the integrity of the city. As such, the employee is also subject to discipline for the misconduct itself in accordance with section 70-143.**Secs. 70-156—70-165. Reserved.**

ARTICLE VI - EMPLOYER-EMPLOYEE RELATIONS

Sec. 70-166. Employee committee.

The city has established an employee committee for the purpose of enhancing communication for both the city manager and the city employees. Representatives to the employee committee are selected by each department. Representatives may meet monthly with the city manager or their designee. The city manager may periodically discuss with the employee committee any employee issues which the city manager deems necessary to discuss with the committee. Employee committee members may use this meeting time to discuss any issues or employee concerns with the city manager or their designee. Representation on the committee will be

established by the bylaws of the committee. The employee committee may collect and expend funds for sanctioned activities and events related to employee recognition, activities that benefit employees, or community service.

Sec. 70-167. Open door philosophy.

The city has an open door philosophy. An employee may discuss any business related matter with the employee's department supervisor or management, where appropriate. Employees are encouraged to bring issues, suggestions, concerns to their management in as timely a manner as possible using the guidelines listed below.

Sec. 70-168. Internal complaint and grievance procedures.

- (a) The city has two methods by which an employee may file a formal complaint: the internal complaint resolution process and the internal grievance procedure.
- (b) The city's complaint resolution process, detailed in section 70-168.1, applies when an employee has a complaint regarding a specific situation relating to:
 - (1) Working conditions, working practices, or health or safety practices;
 - (2) Decisions made pursuant to department or city policies;
 - (3) A reprimand that does not involve a suspension without pay, step reduction in pay, or demotion; or
 - (4) Performance appraisal concerns.
- (c) The city's grievance process, detailed in section 70-168.2, applies when an employee:
 - (1) believes the city has not followed any article and section of the personnel rules or policies; or
 - (2) believes the city is not providing the employee with the wage, salary, or benefits to which the employee is entitled because of their position.

Sec. 70-168.1. Complaint resolution process.

- (a) If an employee has a complaint regarding a specific incident arising from a situation described in section 70-168(b), the employee may file a formal complaint by following the city's complaint resolution process stated below.
 - (1) *Step 1.* The employee should first attempt to resolve the issue(s) by discussing it with their immediate supervisor within ten days of the event at issue.

- (2) *Step 2.* If the situation is not resolved within ten days from the time the complaint is discussed with the employee's immediate supervisor, barring extenuating circumstances, it should be brought to the attention of the next level supervisor with written documentation. That supervisor has ten days to respond to the employee in writing.
 - (3) *Step 3.* This process may be repeated with each higher level of management including the employee's department director. This is the final step for performance appraisal concerns or a concern involving a reprimand that does not involve a suspension without pay, or demotion. For performance appraisal concerns or a concern involving a reprimand that does not involve a suspension without pay, or demotion, the decision of the department director is final in this administrative process.
 - (4) *Step 4.* If the employee is not satisfied with the department director's decision regarding a complaint about working conditions, working practices, health or safety practices, or decisions made pursuant to department or city policies, the employee has ten days from receipt of the department director's decision to bring the issue to the city manager with written documentation.
- (b) The city manager will respond to the employee within 20 days, barring extenuating circumstances. The decision of the city manager is final in this administrative process.
 - (c) If the employee's immediate supervisor, manager, or department director fails to respond to a complaint at any step of the process within the specified time limit, it will be considered a denial of the complaint. If the employee still wishes to proceed, the employee must proceed to the next step of the complaint resolution process within the time limits provided as if a formal denial had been rendered on the last day allowed for the supervisor, manager, or department director to respond. In the event the employee does not appeal a complaint from one step to the next step within the time limits specified, the complaint shall be considered resolved on the basis of the last response by the immediate supervisor, manager, or department director, as the case may be. With the agreement of both parties, time limits may be extended.
 - (d) The city will not permit retaliation or discrimination against anyone who raises a complaint under this process.

Sec. 70-168.2. Grievance procedure.

- (a) If an employee has a grievance about the topics stated in section 70-168(c), the employee may file a grievance by following the city's grievance procedure stated below.

- (1) *Step 1.* The employee will communicate the grievance in writing within ten days of the occurrence giving rise to the grievance. The grievance must include the article and section of the personnel rules which the employee believes the city has not followed, and the name of the employee's immediate supervisor and department manager, if applicable. The supervisor has ten days to respond to the grievance after its receipt.
- (2) *Step 2.* If Step 1 does not resolve the matter and the employee wishes to continue pursuit of the grievance, the employee must file a written grievance with the employee's department director and transmit copies to the director of human resources within ten days of the Step 1 response. The department director will respond in writing within ten days of receipt of the employee's written grievance. The director of human resources is not required to respond at this Step 2.
- (3) *Step 3.* If Step 2 does not resolve the grievance and the employee wishes to proceed with the grievance, the employee must file the following information with the city manager and the director of human resources within ten days of receipt of the department director's written response:
 - (i) A copy of the written grievance;
 - (ii) The response from the department director; and
 - (iii) A request that the city manager appoint a grievance advisory committee.
- (4) *Step 4.* The city manager will review the submission of materials submitted by the employee in Step 3.
 - (i) The city manager, in their sole discretion, may appoint a grievance advisory committee consisting of three members who will investigate the grievance and submit findings and recommendations to the city manager. One member will be selected by the employee committee, one member will be appointed by the city manager, and those two members will select a third city employee to serve as the third member of the grievance advisory committee. If, however, the two members are unable to agree on the third member or the employee committee fails to appoint a member within seven days from receipt of notice from the city manager, the vacant position will be appointed by the city manager.
 - (ii) After the final member has been appointed, the grievance advisory committee has 30 days to review the submitted grievance and submit its findings and recommendations to the city manager. The committee

expires with the submission of its findings and recommendations to the city manager. The grievance advisory committee may conduct interviews, review documents, and pursue any information they believe necessary in the course of their review.

- (iii) If the city manager chooses not to appoint a grievance advisory committee, the city manager may move forward with rendering a decision based on their analysis of the situation. The city manager may conduct interviews, review documents, and pursue any information they believe necessary in the course of their review.
 - (iv) The city manager will render a decision within 30 days from the date the grievance advisory committee submits its findings and recommendations or 45 days from the date the employee submitted the information in Step 3 to the city manager if the city manager elects not to appoint a grievance advisory committee. The decision of the city manager is final in this administrative process.
- (b) If the employee's immediate supervisor or the department director fails to respond to a grievance at any step of the procedure within the specified time limit, it will be considered denial of the grievance. If the employee wishes to proceed, the employee must appeal to the next step of the grievance procedure within the time limits provided as if a formal denial had been rendered on the last day allowed for the city to respond. In the event the employee does not appeal a grievance from one step to the next step within the time limits specified, the grievance shall be considered resolved on the basis of the last response by the immediate supervisor or department director, as the case may be. With the agreement of both parties, time limits may be extended.
- (c) An email shall constitute a writing for the purposes of this section.
- (d) The city will not permit retaliation or discrimination against anyone who follows this grievance process.

Sec. 70-169. Pre-disciplinary administrative meeting.

Before a regular employee is suspended without pay, demoted, or dismissed, the employee's appointing authority shall provide the employee with a written statement describing the reason(s) for such proposed action. Prior to the effective date of such proposed action, the appointing authority shall provide the employee with an opportunity to be heard and to respond to the reason(s) for such proposed action.

Sec. 70-170. Administrative review.

- (a) Any regular employee may request an administrative review of the following:
 - (1) A suspension without pay;
 - (2) A demotion; or
 - (3) A dismissal from employment.
- (b) Any regular employee may request in writing an administrative review of a suspension without pay, demotion, or dismissal imposed by an appointing authority against such employee. This request must be submitted to the director of human resources within ten days from the effective date of the disciplinary action.
- (c) Unless otherwise authorized by the appointing authority imposing a disciplinary action, a request for an administrative review of a disciplinary action by an employee will not stay or postpone the effective date of such disciplinary action.
- (d) Within ten days from receipt of the written request, the director of human resources will set a time, day, and place for the administrative review. The administrative review shall be held within 90 days from the date of receipt of the written request for said review.
- (e) The city manager shall appoint a hearing officer to conduct the administrative review in accordance with the provisions relating to administrative hearings as set forth in chapter 2 of the city code. The decision of the hearing officer is final, unless it is appealed to the city manager in the manner hereinafter provided.

Sec. 70-170.1. Appeal of administrative review.

- (a) Within ten days of the hearing officer's decision, either the employee or the appointing authority may appeal the decision of the hearing officer to the city manager. Such appeal must be in writing and must state the reason or reasons upon which such appeal is made.
- (b) When considering an appeal, the city manager or designee may exercise their option to perform any of the following: conduct an in-depth administrative review in accordance with the provisions relating to administrative hearings as set forth in chapter 2 of the city code; conduct additional proceedings to supplement the record; or the city manager or designee may read the record and consider the evidence of the administrative review conducted by the hearing officer.
- (c) The city manager or their designee is authorized to decide as follows:
 - (1) To uphold the decision of the hearing officer;
 - (2) To uphold the disciplinary action imposed by the appointing authority;

- (3) To overrule the disciplinary action imposed by the appointing authority; or
 - (4) To impose a different form of discipline upon the employee than the discipline imposed by the appointing authority.
- (d) In the event that the city manager or their designee was the appointing authority in the administration of discipline pursuant to this article, then, and for the purpose of appeal of an administrative review as provided in this section, the city manager may designate a third party either within or outside the city, not otherwise a participant in the disciplinary action imposed or any appeal thereof, to hear the appeal of a decision of the administrative hearing officer. The city manager's designation shall be made in writing by written memorandum from the city manager to the city clerk. Any person designated to hear an appeal from the decision of an administrative hearing officer pursuant to this article shall be empowered to hear such appeal and render a decision in the same manner as would the city manager.
- (e) The decision of the city manager or their designee is final for the purpose of judicial review.

Secs. 70-171—70-181. Reserved.

ARTICLE VII - SEPARATION AND TERMINATION OF EMPLOYMENT

Sec. 70-182. Resignation.

Regular and probationary employees are requested to give the appointing authority at least 14 calendar days' prior notice, unless the appointing authority agrees to permit a lesser period of time. A written resignation giving the reasons for leaving shall be submitted by the employee to the appointing authority. The appointing authority will forward the resignation to the human resources department. A resignation may be approved verbally by the employee's immediate supervisor when deemed to be in the best interests of the city. The supervisor must document the discussion and submit it to the human resources department within 24 hours of the discussion.

Sec. 70-183. Retirement.

An employee meeting the retirement eligibility requirements of their retirement plan may choose to retire from employment at the city. It is the employee's responsibility to notify their supervisor and the human resources department when they are contemplating retirement. A 30-day written notice is requested. Upon being qualified under the employee's respective retirement plan, the employee may be eligible for retirement health benefits as described in the following sections.

Sec. 70-184. Last day of employment.

- (a) The last effective date of employment is the date of the employee's last physical day of work. Exceptions may be made for good business reasons by the director of human resources. Payment for eligible accrued leaves and other termination pay, if any, is paid on the next regularly scheduled payday. An employee retiring from the city or leaving employment due to a layoff or reduction in force may use their vacation leave accruals to extend their last day of employment. A retiring employee may only extend their last day of employment by the amount of vacation leave accruals they have on the day they give notice to the city. An employee subject to a layoff or reduction in force may only extend their last day of employment by the amount of vacation leave accruals they have on the day they are given official notice of their position being eliminated. Retiring employees and those subject to layoff or reduction in force extending their last day in this manner will no longer receive any car allowance, assignment pay, or shift differential after their last day of work.
- (b) On or before the employee's last day of work, all city property must be returned to the employee's department. Failure to return city property can result in a deduction in pay. If an employee fails to return any city property, and the manager wishes to deduct the value of the property from the employee's final paycheck, the manager must first provide written notice to the employee within ten days after employment terminates, informing the employee that the property was not returned; the replacement value of the property; and date when the property was provided to the employee. If not returned within 14 days from the date the notice is provided to the employee, the city may deduct the value from the employee's final paycheck. If the employee subsequently returns the property within 14 days of the deduction of their wages, the city must then repay the employee within 14 days of the receipt of the returned property.

Sec. 70-185. Retirement health benefits.

- (a) The city may offer health insurance coverage to employees who retire from employment. The city does not guarantee that a health benefit plan will continue to be available. The city reserves the right to modify any health benefit plan, and to end a health benefit plan for any employee, retiree, or dependent.
- (b) In the event a retiree elects not to participate in a health benefit plan, such retiree shall not be permitted to re-join the health benefit plan at a later date. The retiree shall not be permitted to change coverage from single to dependent plus one or family coverage. The retiree may remove dependents from coverage. In the event a decision is made to procure a health benefit plan for retirees which is separate from the health benefit plan procured for employees, the maximum premium cost for retirees for single or family coverage shall be no more than 150 percent of the full cost for single or family coverage of the employees' plan.

Sec. 70-186. Layoffs and reductions in force.

- (a) In the event the city must reduce the workforce for any reason, as determined by the city, employees may be laid off.
- (b) In the event of a layoff, a reduction in force (RIF) will be limited to the department within which layoffs take place. The primary factors to be used in determining which employees are affected by the RIF are the individual employee's skill and ability to perform their job and veteran's preference according to state law. In those positions in which employees possess differing skills and abilities, the city will retain the employee who is more capable of performing the job, regardless of seniority. Among the factors to be considered in evaluating employee skill and ability are performance appraisals, disciplinary actions, and related information or references to such information filed in employee personnel files within the human resources department or the supervisor's file. Such determination will be made by the department's management with agreement from human resources and legal. In situations in which incumbents' skills and abilities are relatively equal, seniority will determine the order in which employees are affected by a RIF. Seniority will be calculated based upon an employee's date of hire as a benefitted employee. Date of hire is the date on which a regular or probationary employee began employment with the city, and which is used to calculate eligibility and accruals for sick leave, vacation leave, pension vesting, and longevity pay.
- (c) When only one individual has a particular job title, and the service or program provided by that individual is a service or program that has been eliminated as part of the RIF, that individual's position will also be eliminated.
- (d) An appointing authority may, with the approval of the city manager, elect either to reduce the total working hours of employees or reduce the level of payment and responsibility of the current classification, or both, in order to minimize the effect of general layoffs as determined by the operational needs of the city.
- (e) Employees who have been promoted, but who are serving a probationary period at the time of a RIF, shall be considered to hold the position in the highest classification in which they have completed the probationary period.

Sec. 70-186.1. Notice and preliminary administrative hearing.

- (a) Regular employees laid off pursuant to section 70-186 will be given written notice not less than two weeks in advance of the effective date of such separation, or the employee will be paid severance pay for two weeks in the absence of such written notice.

- (b) Prior to the effective date of separation, the appointing authority shall provide the employee with an opportunity to be heard and respond to the layoff.

Sec. 70-186.2. Rehire status.

Employees who are separated by layoff are entitled to apply for future job vacancies in the same manner as an internal candidate for up to one year from the date of the layoff. Employees rehired after a layoff will be rehired pursuant to section 70-39.

Sec. 70-187. Medical inability to perform.

- (a) An employee may be dismissed for disability or inability when the employee cannot perform the essential functions of the position due to physical or mental impairment. Separation from employment for such reasons shall not be deemed disciplinary and shall be recorded as a medical separation. Employees may be required to submit to a physical or mental examination in accordance with a policy established by the city manager. Such examination(s) will be conducted by a medical provider selected and paid for by the city.
- (b) If treatment is recommended to remedy or alleviate the situation and the employee does not submit to such treatment within required schedules, or if the treatment cannot be completed within a reasonable timeframe, the employee may be dismissed due to the disability. The city will determine what constitutes a reasonable timeframe based on the business needs of the city.

Sec. 70-188. Severance pay.

If the city manager determines that it is in the best interest of the city, they may authorize severance pay or benefits to any employee who terminates or separates from city employment for any reason.”

Section 2. Severability. Should any provision of this ordinance be declared by a court to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared unconstitutional or invalid. The city council declares it would have adopted this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 3. This ordinance shall be effective five days after publication following final passage.

INTRODUCED, READ, AND ORDERED PUBLISHED this 2nd day of October, 2023.

PASSED, ADOPTED AND APPROVED this 16th day of October, 2023.

Marc Williams, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:
Rachel A. Morris, City Attorney:

BY: _____

Publication Dates: October 5, 2023
 October 19, 2023

FOR INFORMATION ONLY -- NOT PART OF THE ORDINANCE

Underlined indicates new material

~~Strikethrough~~ indicates deleted material

“PERSONNEL RULES

ARTICLE I - IN GENERAL

Sec. 70-1. Short title.

This chapter is known and may be cited as the "Arvada Personnel Rules."

Sec. 70-2. Legislative declaration.

These personnel rules are established pursuant to the provisions of section 7.5 of the Charter. These regulations do not establish or create a contract of employment, either express or implied, between the city and any employee. These rules do not grant any right of continued employment to any employee. These rules are subject to change by the city, including changes to employee benefits and personnel practices. Any such change may apply to both present and future employees of the city. The city manager may make exceptions to these rules when necessary to preserve the health, safety, or welfare of the city.

Sec. 70-3. City prerogatives reserved.

- (a) The city reserves all management, administrative, and executive rights to which it is entitled under these rules, the Charter, and any other provision in this Code or other law, including but not limited to the following:
 - (1) Hiring, promoting, reclassifying, regrading, transferring, retiring, and assigning employees of the city;
 - (2) Evaluating employees' skills, abilities, and performance;
 - (3) Determining beginning and ending times for work and the number of hours to be worked by an employee;
 - (4) Determining the location and assignment of work and the size and composition of the workforce;
 - (5) Revising, eliminating, combining, and establishing positions;

- (6) Establishing, closing down, or expanding the operation of any facility, department, or division;
 - (7) Reducing, increasing, altering, combining, transferring, ~~or~~ ceasing, or otherwise curtailing the operation, service, or equipment of any department or division of the city;
 - (8) Entering into contracts for services and labor and determining the services and labor to be performed by any person or entity;
 - (9) Introducing technological changes and new, improved, or modified services, methods, techniques, and equipment and otherwise generally managing the operation and directing the workforce of the city in all respects;
 - (10) Laying off and recalling employees to work; and
 - (11) Reprimanding, suspending, demoting, ~~fining,~~ dismissing, or otherwise disciplining employees of the city.
- ~~(12)~~ ~~b)~~ The city reserves the right to interpret these **personnel** rules and to promulgate such policies and procedures as may be necessary to implement them or to assist in their interpretation. ~~This includes~~ **Such right** also includes **the right to promulgate, implement, and interpret** policies and procedures specific to a department.

Secs. 70-4—70-30. Reserved.

ARTICLE II - EMPLOYMENT

Sec. 70-31. Equal employment opportunity.

~~(a)~~ —Equal Employment Opportunity has been, and will continue to be, a fundamental principle at the City of Arvada, where employment is based upon personal capabilities and qualifications without discrimination because of race, religion, color, sex, sexual orientation, gender identity, gender expression, national origin, ancestry, citizenship status, marital status, pregnancy, age, medical condition, handicap, or disability or any other protected characteristic as established by law. The city will comply with all applicable federal and state laws and city policy in providing equal employment opportunities.

- ~~(1) The City of Arvada will make reasonable accommodation for qualified individuals with known disabilities unless doing so would result in an undue hardship to the city.¶~~

- ~~(2) This rule/regulation applies to all policies and procedures relating to recruitment and hiring, compensation, benefits, termination, and all other terms and conditions of employment.¶~~
- ~~(3) The human resources department has overall responsibility for this policy and maintains reporting and monitoring procedures.¶~~
- ~~(4) Appropriate disciplinary action may be taken against any employee violating this policy.¶~~
- ~~(5) The City of Arvada's reporting and administrative process are set forth in the Policy and Procedures, Policy No. 6300.03.¶~~

~~Sec. 70-32. Employment status.¶~~

~~(1) Sec. 70-32. Definitions and employment status.~~

The following terms, as used throughout this Chapter 70, shall have the following meanings:

- (a) *Anniversary date of employment* means the date on which a probationary, regular full-time or regular part-time employee began employment with the city and which is ~~the date~~ used in calculating eligibility and accruals for sick leave, vacation leave, and longevity pay. An employee who is rehired within 12 calendar months after voluntarily resigning will retain ~~his/her~~ *their* former anniversary date of employment. An employee rehired more than 12 calendar months after voluntarily resigning will have an anniversary date effective on rehire.

¶

- ~~(2)(b)~~ *Applicant* means a person seeking employment with the city regardless of whether the person is an internal or external candidate.
- (c) *Appointing authority* means the city manager or any designee thereof who has the authority to appoint, suspend, transfer, demote, ~~fine,~~ remove, or otherwise discipline employees of the city. Typically the appointing authority is the department director of each administrative department.
- ~~(3)d)~~ *At-will employee* means an employee who may be terminated at any time, or who may terminate employment, with or without a reason, and is not subject to the pre-disciplinary, disciplinary, and administrative review processes. Probationary, health plan eligible, variable hour, ~~and~~ seasonal, ~~and non-benefitted~~ employees are designated "at-will" employees.

- (4e) *Benefits* means compensation ~~off~~for employment in addition to salary or wages offered by the city from time to time that may include health, dental, vision, life insurance, participation in a city--sponsored retirement plan, authorized leave accruals and paid holidays. Generally, when qualifying under the terms described in this article, an employee is eligible for benefits on the first day of the month following one full calendar month of employment.
- (5f) *City* means the City of Arvada.
- (g) *Day* means a calendar day unless otherwise specifically stated.
- (h) *Emergency service status position employee* means an employee classified by the appointing authority as an employee who is subject to call-back on a 24-hour basis and who is employed subject to their ability to respond to emergency situations.
- (i) *Exempt employee* means an employee who is not eligible for overtime pay under the Fair Labor Standards Act (FLSA), as determined by the city. *All exempt employees shall be deemed salaried employees.*
- (6j) *Demotion* means a placement of an employee from one position to another position that has a lower maximum salary rate than the original position and less authority or responsibility.
- (k) *Disciplinary action* means a disciplinary suspension without pay, demotion, or other similar employment action taken in response to an employee's job performance or conduct.
- (l) *For-cause employee* means a regular employee who has successfully completed ~~his/her~~their probationary period and is subject to the pre-disciplinary, disciplinary, and administrative review processes.
- (7m) *Good standing* means that an employee has an overall positive performance appraisal either from their annual review if available or as documented by the employee's immediate supervisor; the employee is not on extended probation nor a performance improvement plan; and the employee has no written reprimands or disciplinary actions in their official personnel file within the 12-month period prior to the assessment of good standing.
- (n) *Health plan eligible employee* ~~is an~~means a variable hour or seasonal employee who ~~works 30 or more hours per week, but does not otherwise meet~~has met the requirements of being a probationary or regular full or part-time employee. ~~A health plan eligible employee is authorized to participate in the city sponsored health plan in the same manner as a regular full-time employee, but is not otherwise eligible for city benefits.~~

- (8o) *Job-share employee* ~~is~~ means a probationary or regular employee who is scheduled to work between 20 and 29 hours per week, and whose position is denoted under the city's budget as a single full-time position, but ~~which~~ whose duties are performed by two different employees. A job-share employee is scheduled to work a minimum of 20 hours per week.
- ~~(9) Non-benefitted employee means an employee who works on an on-going basis who does not receive benefits or compensation through the city's pay plan.¶~~
- ~~(10)~~-(p) *Non-exempt employee* means an employee eligible for overtime pay or compensatory time under the FLSA, as determined by the city.
- ~~(11)~~-(q) *Probationary employee* means an employee hired into a regular full-time or regular part-time position identified in the city's budget and pay plan who has not been formally evaluated and officially removed from probation by the appointing authority. Probationary employees are eligible for ~~City of Arvada~~ city benefits provided the employee meets the minimum hourly threshold for benefit eligibility set forth in this article.
- ~~(12)~~-(r) *Project employee* means a current employee who has been assigned by the city manager to lead a project deemed necessary for the continued success of the city.
- ~~(13)~~-(s) *Promotion* means the appointment of an employee to a job in a pay grade with a higher maximum rate and additional authority or responsibility.
- (t) *Regular employee* means an employee who has completed a probationary period and who has been removed from probationary status by the appointing authority. A regular employee may be a full-time employee, a part-time employee, or a job-share employee.
- ~~(14)~~-(u) *Regular full-time employee* means an employee who is normally scheduled to work at least 40 hours per week and has successfully completed ~~his/her~~ their probationary period. A regular full-time employee is eligible for ~~City of Arvada~~ city benefits.
- ~~(15)~~-(v) *Regular part-time employee* means an employee who is normally scheduled to work less than 40 hours per week and has successfully completed ~~his/her~~ their probationary period. A regular part-time employee is eligible for ~~City of Arvada~~ city benefits on a pro-rata basis. Regular part-time employees hired on or prior to December 31, 2014 (~~"grandfathered employees"~~) must work a minimum of 20 hours per week to be eligible for benefits. Regular part-time employees, excluding job-share employees, hired or rehired on or after January 1, 2015, must work a minimum of 30 hours per week to be eligible for benefits.

- (16) ~~w)~~ *Seasonal employee* ~~is means~~ an employee who is hired ~~for not more than six months in a calendar year,~~ generally at the same time each year, such as in the spring or in the winter, and whose duties are typically associated with a function or operation that is performed during or because of seasonal conditions. A seasonal employee will not normally be deemed a health plan eligible employee unless, at the conclusion of a 12-month measurement designated by the city manager, the employee has worked an average of 30 or more hours per week during said measurement period.
- (17) ~~x)~~ *Transfer* means placement of an employee in a different position but with the same pay grade as the employee's original position.
- (y) *Variable hour employee* ~~is means~~ an employee whose work schedule may not be uniform in the number of hours worked, but who is expected to work an average of 29 hours or less per week when hired. A variable hour employee will not normally be deemed a health plan eligible employee unless, at the conclusion of a 12-month measurement period designated by the city manager, the employee has worked an average of 30 or more hours per week during said measurement period.

Sec. 70-33. Nepotism.

No appointing authority shall appoint or promote any member of ~~his/her~~ *the appointing authority's* immediate family to any position in the city. Unless a supervisory relationship between immediate family members existed prior to January 1, 2007, from and after January 1, 2007, no employee may directly or indirectly supervise any member of ~~his/her~~ *the employee's* immediate family. Immediate family means ~~his/her~~ *the employee's* spouse, child, parent, sibling (including natural, step, adopted, foster, or in-law relationships), aunt, uncle, or cousin. This prohibition also applies to a person who the employee identifies as ~~his/her~~ *the employee's* significant other or domestic partner whose primary residence or place of primary abode is the same as the employee. The restrictions of this section concerning supervisory relationships shall apply to initial hires, transfers, assignments, demotions, or promotions effective on or after December 23, 2006. Supervisors and managers may, under emergency, short-term, or intermittent circumstances, and while acting under the authority of their position, direct the actions of their ~~relative~~ *immediate family* to conduct lawful and necessary activities related only to the emergency, short-term, or intermittent circumstances. When a situation that runs contrary to this ~~rule/regulation~~ *section* arises through promotion, transfer, or marriage, the affected individuals have 90 calendar days in which to remedy the prohibited supervisory relationship by one of ~~them~~ *the employees* transferring ~~(, where possible),~~ or terminating employment.

Sec. 70-34. Job vacancy and posting.

- (a) The appointing authority, or designee thereof, will submit a ~~personnel requisition~~ *vacancy questionnaire* to the human resources department for approval to post a vacant position.

- (b) The city will make reasonable efforts to post all vacant positions and vacant promotional opportunities for a minimum of five business days, unless there is a business reason ~~as approved by the human resources, such as an unexpired eligibility list director, or there are qualified candidates from a recent interview process.~~their designee. Vacant positions may be posted for "internal applicants only" if a qualified pool of current employees has been identified by the hiring supervisor and human resources. The appointing authority may consider internal candidates who ~~don't~~do not meet the minimum qualifications for a position based on past performance and demonstration of aptitude to perform at a proficient level. If selected, the internal candidate must meet the minimum requirements within a stated period of time.
- (c) ~~An appointing authority may assign an employee to any division within their department, provided the assignment is in the same pay grade.~~¶
- (d) Vacant positions ~~will be posted internally and~~ may be advertised by ~~externally~~. The posting ~~an announcement. The announcement will specify:~~
- (1) the title, salary range, benefits, duties of the position, ~~and~~ minimum qualifications;
 - (2) the time, place, and manner of making an application;
 - (3) the closing date for receiving applications; and
 - (4) ~~any other pertinent information related to the vacant position.~~
- (e) ~~Reclassification of positions that are filled are not considered promotional opportunities for the purpose of job posting.~~¶

Sec. 70-35. Interviewing, testing, and selecting employees.

- (a) All appointments to positions will be made according to individual merit to be ascertained, in so far as is practical, by open, competitive examination. The selection process will fairly evaluate the capacity and fitness of the ~~applicants~~applicant to perform the duties and responsibilities of the position. A range of testing options may be used, including, but not limited to, written, oral, physical, polygraph, and psychological tests. Consideration may be given to past performance reviews, reference checking, background checking, or any combination thereof. ~~Applicants~~An applicant may be required to verify any statement contained in their application for employment. Applicants competing for the same position will be subject to the same selection process.

~~(b) An appointing authority may hire a candidate from an interview process held within six months prior to the job offer if it is for the same position for which the person competed.~~

(b) An applicant who takes part in the selection process will be notified of his/her the applicant's status.

(c) Any applicant for city employment may be tested by the city for controlled substances at the expense of the city and at a laboratory selected by the city upon an offer of employment and prior to appointment.

(e1) Any applicant who refuses to submit to the controlled substances test or participate in any employment test will be disqualified from consideration for employment by the city.

(2) Should an applicant's test reveal a positive illegal controlled substances result, the applicant will not be eligible for employment by the city.

(g) It is the responsibility of the ~~candidate~~ applicant to notify the human resources department of any change of his/her in the applicant's availability or his/her the applicant's contact information.

(h) After completion of the selection process ~~and appropriate background checking,~~, the appointing authority will select the ~~candidate~~ applicant deemed most qualified for the position through the examination process, make a job offer, and notify the. The human resources department of the person or persons appointed. Human resources Department must validate the appointment and if perform the ~~candidate~~ appropriate background checks. If the applicant accepts the appointment following the appropriate background checking, and reports for duty at the time the appointing authority designates, the ~~candidate~~ applicant is deemed to have been appointed. While the city will select the most qualified ~~candidate~~ applicant for a position, city employees will be given significant consideration when qualifications are deemed substantially equal.

~~(i) The City of Arvada may establish eligibility lists for positions. The appointing authority will determine what positions, if any, for which they will use eligibility lists. Eligibility lists will expire 12 months after they have been established unless there are extenuating circumstances. The director of human resources may terminate or extend the timeframe for an eligibility list for good business reasons. Information about the eligibility list will be included on the job announcement so that applicants are aware that an eligibility list will be established. An employee may be removed from an established eligibility list if s/he receives formal discipline during the time in which the eligibility list is active. Such removal may~~

~~be done by the director of human resources based on the written request of the appointing authority from the department for which the eligibility list has been created.¶~~

(f) Health plan eligible, variable hour, or seasonal, ~~or non-benefitted~~ appointments will be made by the hiring supervisor after interviews, references ~~and~~, or other job-related tests have been conducted.

(g) When an employee is granted a military leave of absence, the position may be temporarily filled for the length of time the employee is on military leave. ~~Upon return of the employee from in accordance with the policy regarding military leave within five cumulative years of deployment, the replacement employee may be terminated or reassigned at the discretion of the established by the city manager.~~

Sec. 70-36. Probationary period.

- (a) The probationary period is part of the selection process and will be utilized for the purpose of observing ~~the~~ an employee's work and suitability for the position.
- (b) All employees appointed, promoted, transferred, voluntarily reassigned, demoted, ~~or~~ reemployed, ~~or recalled, if recall is after 180 calendar days,~~ shall be required to serve a regular probationary period. Employees reemployed in the same position within 180 ~~calendar~~ days of separation of employment are not required to serve a probationary period unless the ~~person~~ employee was still within his/her ~~their~~ probationary period at the time of separation of employment.
- (c) The probationary period for all employees who are in positions identified in the city's pay plan shall be 12 months. The probationary period for any employee may be extended, before the expiration of the initial probationary period, up to an additional six months, upon the approval of the appointing authority. At the successful completion of the probationary period, the employee becomes a regular employee.
- (d) ~~Any period of employment under a health plan eligible, variable hour, seasonal, or non-benefitted appointment may be counted as part of the probationary period when the service is applicable to the appointed position and when there is no break between the health plan eligible, variable hour, seasonal, or non-benefitted and regular employment.¶~~
- (e)(d) Prior to the completion of an employee's probationary period, the appointing authority will submit a completed evaluation report on the ~~employee~~ employee's performance to the human resources department. In addition to ~~an~~ this evaluation ~~of the employee's performance,~~ the appointing authority will determine whether or not the employee is to be placed on regular status. The evaluation report will be reviewed with the employee by the

supervisor and the employee will receive a copy. If the evaluation report is not available in time, the period may be extended by the ~~city manager~~ **appointing authority** for a reasonable time, not to exceed six weeks; however, any subsequent increase in salary, or subsequent appointment to regular status, shall be made retroactive to the date on which the employee would normally have been eligible for regular status. The employee is still considered to be on probation until such a time ~~s/he~~ **the employee** is officially removed from probation by the appointing authority. ~~The date~~ **When** the employee is ~~placed on regular status~~ **officially removed** becomes his/her evaluation date. Evaluation date means the date ~~officially removed from which time~~ **officially removed from which time** probation, the employee will receive a pay increase and the employee's performance evaluation date will be ~~computed in order~~ **adjusted** to determine eligibility ~~the annual evaluation date established~~ **for salary increases: regular employees.**

- (fe) In cases where an employee's performance is on a continuous and sustained level exceeding the requirements and expectations for the job, any portion of the last six months of the probationary period may be waived for those subject to a probationary period. When such action is recommended, the appointing authority will submit supporting evidence to the human resources department that the employee is performing at a level above that normally expected in the position. The employee will then receive a ~~step~~ **pay** increase and the evaluation date will be adjusted. ~~The employee's next to the annual evaluation will be one year from the date s/he was released from probation.~~ **established for regular employees**
- (gf) An appointing authority may dismiss an employee with or without cause at any time during the probationary period.
- (hg) An employee appointed by promotion or transfer ~~and~~ **but** who does not satisfactorily complete the probationary period may, upon recommendation of the appointing authority, ~~be reinstated to~~ **apply for** a position in the class occupied by the employee immediately prior to the promotion or transfer, if a vacancy in that class exists at that time; ~~otherwise such.~~ **If a vacancy does not exist, the employee will be terminated from employment.**

Sec. 70-37. Promotions and transfers.

- (a) The city encourages employees to assume higher-level positions or lateral transfers for which they qualify. Toward this end, the city ~~posts~~ **will post** all positions unless there is a business reason ~~not to post the position~~ **as approved by the director of human resources.**
- (b) ~~An employee must be in good standing to be considered for a promotion or transfer. Being in good standing means that the employee must have an overall positive performance appraisal from the prior year and have no disciplinary actions in their official personnel file. For purposes of this subsection, "disciplinary action" means the employee has received a disciplinary suspension without pay, a disciplinary fine, or a~~

~~demotion in the 12 months prior to the posting of the position. An employee who has received a reprimand in the 12 months prior to the posting may be considered for a promotion or a transfer if the employee has successfully completed the performance plan associated with the reprimand before being considered for the promotion or transfer.¶¶~~

~~(c) Promotion means the increase of an employee's duties and responsibilities in conjunction with the placement of the employee from one position in one pay grade to a position in another pay grade with a higher maximum rate. Each employee seeking a promotion will be considered for the new position along with all other applicants.¶¶~~

~~(d) Transfer means placement of an employee in a different position in the same pay grade as the pay grade of his/her current position. Each employee requesting a transfer will be considered for the new positions along with all other applicants.¶¶~~

~~(e) The(b) An employee must be in good standing to be considered for a promotion or transfer.~~

(c) With the exception of promotions pursuant to established career progression models, the appointing authority may consider internal candidates who ~~don't~~ do not meet the minimum qualifications for a position based on past performance and demonstration of aptitude to perform at a proficient level. If selected, the internal candidate must meet the minimum requirements within a stated period of time.

~~(f) The(d) Upon promotion or transfer, the employee will serve a probationary period in the new position and the date of promotion or transfer will become the new evaluation date for purposes of calculating wages and performance evaluations.as defined in Sec. 70-36.~~

Sec. 70-38. Voluntary reassignment.

(a) When an employee applies for a position which is at a lower grade, ~~such than the employee's current grade, the~~ employee's application will be considered a request for a voluntary reassignment.

~~(b) The employee's pay rate for the new position will be determined based on an assessment of the employee's education, training and experience as compared to others in similar positions.¶¶~~

~~(c)~~(b) The employee will serve a probationary period in the new position. The date of reassignment will become the new evaluation date for purposes of a probationary performance evaluation.

~~(d)~~(c) Employees who move to a lower grade through a voluntary reassignment will have a one-time option to cash in their vacation leave (and compensatory time (for nonexempt

employees) at the higher rate of pay. ~~Those who were hired prior to December 31, 1979, are also eligible to cash in their eligible sick accruals not to exceed 480 hours. The employee may cash in all or a portion. This decision must be made before the first day of employment at the new grade.~~accordance with city policy.

- (ed) At termination, any accruals eligible for payout will be calculated at the employee's then current rate of pay.
- (fe) Upon a voluntary reassignment to a non-exempt position, exempt employees will not be paid for accrued compensatory time, nor will such time transfer to the new position. Benefits will transition to the plan of the new position effective on the first day of the transfer. Leave will begin accruing at the new rate on the first day of the transfer as provided in Article IV, Attendance and Leave, of this chapter. The employee will not lose service years counted towards vacation accrual or retirement vesting or years of service.

Sec. 70-39. Re-employment.

- (a) An employee who is rehired at the city within 12 calendar months of ~~voluntarily resigning~~ a layoff or a voluntary resignation may retain all leave accrual rates and compensation if reappointed to the same position ~~as they left.~~ held prior to the separation from employment. Vesting in retirement plan(s) upon rehire will be based upon the provisions of the appropriate retirement plan document.
- (b) An employee who is rehired to a different position than the ~~one they left~~ position held prior to a layoff or resignation within 12 calendar months of ~~voluntarily resigning~~ the separation from employment will only retain their leave accrual rate. ~~They~~The employee's appointment rate will be ~~paid~~ handled in the same manner as a new employee. Vesting in ~~pension~~ retirement plan(s) upon rehire will be based upon the provisions of the appropriate ~~pension~~ retirement plan document.
- (c) Rehired employees in either situation under subsection (a) or (b) will serve a probationary period pursuant to section 70-36(b) and will be treated in the same manner as a new employee for all other purposes.
- (d) Employees who were involuntarily separated from the city for violations of city policies or procedures or resigned in lieu of termination shall not be considered for rehire.

Sec. 70-40. Personnel file.

- (a) The human resources department will establish and maintain a personnel file for each employee which will contain all official records pertaining to the employee. This file is the employee's official file. The director of human resources or a designee thereof will

allow or deny inspection of personnel files in accordance with the provisions relating to the inspection of public records.

- (b) Employees may review their personnel file under the supervision of a human resources staff member. ~~An employee~~ Employees may request a copy of ~~his/her~~ their entire file or particular sections.
- (c) ~~An employee~~ Employees may not review tests, references, or other materials associated with ~~his/her~~ their approval or denial of a position with the city.
- (d) Supervisors should keep a working file on each employee that consists of any performance notes, verbal and written reprimands, leave requests, and contact information. ~~The~~ Any original written ~~reprimand~~ reprimands issued to the employee must be placed in the personnel file located in the human resources department. A copy may also be placed in the supervisor's file.

Sec. 70-41. Performance evaluation.

~~The~~ For each regular employee, the appointing authority, or designee thereof ~~for each regular employee~~, will complete an evaluation of the employee's performance annually and at such other times as deemed appropriate by the appointing authority. The appointing authority or designee may perform unscheduled evaluations as necessary. The original performance evaluation must be placed in the personnel file kept in the human resources department. A copy may also be placed in the supervisor's file.

Secs. 70-42—70-49. Reserved.



ARTICLE III - EMPLOYEE COMPENSATION

Sec. 70-50. Pay plan and classification system.

The ~~City of Arvada~~ city will provide its employees with a classification system and pay plan that meets the city's total ~~compensation package to include pay and a range of benefits~~ rewards philosophy and complies with all applicable federal and state laws.

Sec. 70-50.1. Pay plan.

- (a) The city's pay plan contains a list of all regular budgeted positions and corresponding salary schedules. A proposed pay plan will be submitted to the city council by the city manager or their designee for adoption by resolution in coordination with the annual

budget. The pay plan may be amended at any time by resolution of the city council upon the recommendation of the city manager.

- (b) By written directive, the city manager, acting upon the recommendation of the director of human resources, and subject to the availability of funds, shall be authorized to make temporary adjustments to the classification system and pay plan not to exceed 12 months in duration. No temporary adjustment to the classification system and pay plan shall be deemed final until approved by the city council as provided herein, ~~such~~. Such review and approval by the city council ~~to~~ may occur at such times as recommended by the city manager, but in any event not later than the next review of the annual budget.

Sec. 70-50.2. Classification system.

- (a) The city will implement a job evaluation process that will create and maintain a framework to allow an equitable and cost-effective salary structure, called a “classification system.” The classification system is created when city positions are ~~evaluated and~~ grouped together into pay grades in a pay plan. ~~Pay grades are determined by analyzing the based on similar job duties, skills, qualifications, effort and responsibilities of positions and sorting them into pay grades that best correlate with the city's comparison market for positions with similar duties, skill, effort and responsibilities..~~ A “pay grade” is a range of pay that represents the ~~internal and external~~ market value ~~range~~ for the positions in the grade. The minimum rate means the bottom of the pay grade and the maximum rate means the top of the pay grade.
- (b) As part of the job evaluation process, a new or updated job description approved by the appointing authority, must be submitted to human resources before any addition or change can be made to the classification system or pay plan. The job description is a formalized statement summarizing the essential duties and responsibilities, and required qualifications to perform a job.
- (c) ~~Human~~The human resources department will consult with the appointing authority or designee to review internally equitable positions and relevant published salary survey data for a similar job or jobs that reflect similar duties, ~~skills, qualifications, effort and responsibilities.~~ Upon completion of the evaluation, ~~the~~ human resources ~~department~~ will determine the appropriate pay grade for a position.

Sec. 70-50.3. Reclassifications.

- (a) Each fiscal year, ~~the~~ human resources ~~department~~ will ~~monitor the market for~~ ~~evaluate~~ changes ~~using published surveys to ensure~~ ~~job descriptions to determine if a position should be reclassified in accordance with a policy established by the city remains~~ ~~competitive in total compensation.~~ When appropriate, changes may be made to the

~~classification system and pay plan. The city manager will submit recommendations for changes to the city council for review and approval.~~

~~(b)~~ (b) A reclassification is a change in a position's pay grade based on the results of a job evaluation. A position may be reclassified if there are significant changes in the duties and, skills, qualifications, effort, or responsibilities of the position and such duties ~~change~~ changes significantly affect the position's internal and market value.

(c) The job evaluation is performed for all new or reclassified positions.

Sec. 70-51. Paydays.

Regular paydays for ~~the City of Arvada~~ city employees are every other Friday; ~~a pay statement will be delivered, either electronically or in paper format, whichever is in the city's best interest.~~ When the regular payday falls on a holiday for which city offices are closed, payroll will inform employees of the alternate payday. ~~On each payday, the employee~~ A pay statement will be delivered, either electronically or in paper format, whichever is in the city's best interest. On each payday, the pay statement will show gross pay, deductions, and net pay. Direct deposit to an institution of the employee's choosing is required for a city employee to receive ~~his/her~~ their bi-weekly pay. Automatic deductions authorized by the city, such as additional tax withholding, contributions to city-sponsored voluntary benefit plans, and individual savings plans, may also be arranged through the human resources ~~department~~ and finance departments. Annual or monthly pay rates are recalculated to correspond to the city's bi-weekly payment schedule.

Sec. 70-52. Base pay.

Base pay is the fixed compensation paid to an employee for performing specific job responsibilities and reported in the pay plan through an hourly calculation.

Sec. 70-53. Appointment rate.

(a) The appointment rate will be determined based on an evaluation of an applicant's qualifications, including relevant education, training, and experience as compared to others in similar positions. Appointment rates above the middle of the pay grade may be paid with approval of the city manager or designee thereof. No position will be paid above the assigned salary grade maximum.

~~(b) An employee who is rehired at the city within 12 calendar months of voluntarily resigning may retain all leave accrual rates and compensation if reappointed to the same position as they left. An employee who is rehired within 12 calendar months of voluntarily resigning will only retain their leave accrual rate if appointed to a different position than the one they left. They will be paid in the same manner as a new employee. Vesting in a~~

~~pension plan upon rehire will be based upon the provisions of the appropriate pension plan document.~~

- (b) The appointment rate for an employee who is rehired at the City after a layoff or voluntary resignation will be handled pursuant to section 70-39.
- (c) The appointment rate for an employee upon transfer, promotion, demotion or voluntary reassignment will be handled pursuant to section 70-59.

Sec. 70-54. Disciplinary rate.

~~An appointing authority may impose a temporary reduction in an employee's rate of pay for cause. This temporary reduction in an employee's rate of pay is considered a disciplinary "fine". The pay rate established as a temporary disciplinary pay rate may not be less than the federal and state minimum wage for any employee, and for employees designated as exempt in the city's pay plan, a temporary disciplinary reduction in pay rate may not be less than the minimum weekly applicable salary rate for the respective class of exempt employees as specified by the Fair Labor Standards Act.~~**Reserved.**

Sec. 70-55. Pay increases.

- (a) Pay rate increases within an established pay grade may be granted to an employee based on an employee's performance. An employee will first be considered for a pay increase upon satisfactory completion of the required employment probationary period. Thereafter, employees may be considered for additional pay increases upon **either** the satisfactory completion of each 12 subsequent months of service, **or upon a date established by the city manager as the annual pay increase review date** until the employee reaches the maximum rate of the pay grade. All pay increases will be submitted to the director of human resources or a designee for review. No pay increase may be granted in excess of the maximum rate for the pay grade.
- (b) In instances where an employee is denied a pay increase based on performance, the employee's supervisor or appointing authority will ~~make it known in writing to~~ **inform** the employee **in writing of the required areas for in which the employee needs performance improvement of performance**. The performance of an employee who is denied a pay rate increase may be reviewed again at a time determined by the appointing authority.

Sec. 70-56. Overtime and compensatory time.

The city will pay overtime and award compensatory time in accordance with applicable federal and state laws, these personnel rules, and any applicable policies established by the city manager.

Sec. 70-56.1. Non-exempt employees.

- (a) A non-exempt employee ~~as defined by the Fair Labor Standards Act of 1938, as amended, and~~ who works in the designated work week longer than 40 hours will be paid for such work in excess of 40 hours at a rate equal to one and a half times the employee's regular hourly rate of pay. Non-exempt employees who are regularly scheduled for 12-hour shifts and who work longer than their scheduled hours during the designated work week will be paid for such work in excess of their scheduled hours of the week. ~~They~~ Such non-exempt employees will be paid at a rate equal to one and a half times the employee's regular hourly rate of pay.
- (b) Overtime worked by any employee ~~of the city~~ must be authorized in advance by either the employee's appointing authority or ~~division head or~~ designee thereof. The following leaves will be considered ~~as~~ work days for purposes of computing overtime: sick leave, holiday, floating holiday, extended care leave, fatigue leave, city closure, injury leave, bereavement leave, military leave, administrative leave, and jury duty. Leave time taken, but not listed herein, shall not be considered ~~as~~ time worked for purposes of determining overtime eligibility.
- ~~(c)-1) Exception: Vacation time taken and compensatory time taken may be used for purposes of computing overtime if it is taken during a week in which an employee, who holds a designated emergency service status position, employee works for non-discretionary reasons during time which fuses with or occurs immediately before or after his/her normally scheduled hours for that day. Emergency service status position means those employees in classifications designated by the appointing authority who are subject to call-back on a 24-hour basis and who are employed subject to their ability to respond to emergency situations. Such time must be approved by his/her the employee's supervisor.~~
- ~~(d) Pursuant to the provisions of the Fair Labor Standards Amendments of 1985, a~~ (c) A non-exempt employee may choose to receive compensatory time in lieu of pay for overtime work at a rate equal to one and a half hours for each hour of work for which overtime pay is required by this section. A written agreement to permit accrual of such compensatory time must be executed by the employee to permit the accrual and use of compensatory time. However, if the agreement is provided, an employee can accrue no more than 40 hours of compensatory time. Any overtime work in excess of such 40-hour accrual limitation for compensatory time will be paid to the employee as provided above. Compensatory time off may be taken by a non-exempt employee at a time determined by the employee's appointing authority, ~~division head~~ or designee thereof, to be convenient to the city and, where possible, the employee.

- (ed) A non-exempt employee who terminates employment with the city for any reason ~~is~~ **will** be paid for any accrued and unused compensatory time at the hourly rate of pay of the employee at the time of termination.
- (fe) Upon notice to payroll, non-exempt employees may choose to cash out their compensatory accruals at any time.
- (gf) A non-exempt health plan eligible, variable hour, ~~or seasonal, or non-benefitted~~ employee required to work on a city-designated holiday will be compensated at a rate equal to one and a half times the employee's regular hourly rate of pay for all hours worked during that holiday. When a holiday falls on a Saturday or Sunday and is observed by the city on an alternate day (Friday prior or Monday following), the appointing authority shall determine which day of work (the holiday or the city observed day) the non-exempt health plan eligible, variable hour, ~~or seasonal, or non-benefitted~~ employee will receive the additional compensation provided herein. The employee may only receive the additional pay for one day per holiday.

Sec. 70-56.2. Exempt employees.

- (a) ~~A regular or probationary~~ **An exempt** employee of the city who is exempt as provided in ~~Section 213 of the Fair Labor Standards Act of 1938, as amended, and who works in any work week more than 40 hours~~ **accrues** ~~shall accrue~~ compensatory time at the rate of one hour for each hour worked in excess of 40 hours in a work week. Exempt employees who are regularly scheduled for 12-hour shifts and who work longer than their scheduled hours during the designated work week will accrue compensatory time at the rate of one hour for each hour worked in excess of their scheduled hours of the week. ~~All exempt employees shall be deemed salaried employees.~~
- (b) Compensatory work must be authorized in advance by an employee's appointing authority, ~~division head~~ or designee thereof. The following leaves will be considered as work days for purposes of computing compensatory time: sick leave, holiday, fatigue leave, floating holiday, **extended care leave**, city closure, injury leave, bereavement leave, military leave, administrative leave, and jury duty.
- (c) ~~1)~~ Exception: Vacation time ~~taken~~ and compensatory time ~~used~~ **taken** may be used for purposes of computing compensatory time if it is taken during a week in which ~~an employee, who holds a designated emergency service status position,~~ employee works for non-discretionary reasons during time which ~~fuses with or occurs immediately before or after his/her~~ **coincides with or occurs immediately before or after** their normally scheduled hours for that day. ~~Emergency service status position means those employees in classifications designated by the appointing authority who are subject to call-back on a twenty-four hour basis and who are employed subject to their ability to~~

~~respond to emergency situations. Such time must be approved by his/her~~
supervisor.

- ~~(d) A regular or probationary~~ (c) An exempt employee will accrue no more than 40 hours of compensatory time: ~~at any given time.~~ However, the city manager may, by administrative directive, authorize accruals of compensatory time in excess of 40 hours. Any hours accrued in excess of the 40-hour compensatory time accrual limitation and not otherwise authorized or permitted by administrative directive of the city manager will be forfeited. Compensatory time off may be taken by an exempt employee at a time determined by the employee's appointing authority, ~~division head~~ or designee thereof, to be convenient to the city and, where possible, to the employee. Upon termination of employment, or upon separation for any other reason, an exempt employee is not entitled to any payment or reimbursement for accrued compensatory time at the time of such termination or separation.

Sec. 70-57. Pay for part-time work.

Pay for part-time work is at the equivalent hourly rate set forth in the pay plan. Pay for holidays, sick leave, and vacation to regular and probationary part-time employees is on a pro rata basis, as determined by the part-time employee's work schedule. Regular and probationary part-time employees will also pay for applicable benefits on a pro rata basis, as determined by the part-time employee's work schedule. Health plan eligible, variable hour, ~~or seasonal, or non-benefitted~~ employees who work part time hours are not eligible for city benefits except as provided in section 70-32 of this chapter.

Sec. 70-58. Pay for health plan eligible, variable hour, ~~or seasonal, or non-benefitted~~ work.

Pay for health plan eligible, variable hour, ~~or seasonal, or non-benefitted~~ work may not exceed the maximum rate for an equivalent position in the pay plan. No employee benefits are granted to a health plan eligible, variable hour, ~~or seasonal, or non-benefitted~~ employee except as provided in section 70-32 of this chapter.

Sec. 70-59. ~~Pay~~ Appointment rates upon transfer, promotion, demotion or voluntary reassignment.

- (a) ~~If an employee is transferred, promoted, demoted, or voluntarily reassigned, the rate of pay for the employee in the new position will be as follows:~~
- (1) ~~Transfer between positions within the same pay grade, there will be no change in the rate of pay. If an employee is due to be considered for a pay increase within close proximity of the transfer date, consideration may be given for a pay increase~~

~~at time of transfer based on performance. The employee will serve a probationary period in the new position.¶~~

~~(2) *Promotion* is defined as appointment of an employee to a job in a pay grade with a higher maximum rate and additional authority or responsibility. The employee will be placed into the new grade based on an assessment of the employee'sthe employee's qualifications, including relevant education, training and, experience, and seniority, as compared to others in similar positions. This increase new pay amount will not be less than the minimum rate or more than the maximum rate for the new grade. The employee will serve a probationary period in the new position.¶~~

~~(3) *Demotion* is defined as an involuntary assignment of an employee to a job in a pay grade with a lower maximum rate and less authority or responsibility as a result of performance, disciplinary action, re-organization, or re-engineering. The employee's rate of pay will be reduced to not less than the minimum rate of the new grade and not to exceed the maximum rate for the position as determined to be appropriate by the appointing authority. The employee will serve a probationary period in the new position.¶~~

~~(4) *Voluntary reassignment* is defined as a voluntary acceptance of a position in a different classification in a pay grade with a lower maximum rate. The employee will be placed into the new grade based on an assessment of the employee's qualifications, including relevant education, training and experience as compared to others in similar positions. The employee's pay rate will not be less than the minimum or greater than the maximum of the new grade. The employee will serve a probationary period in the new position.~~

Sec. 70-60. Pay rates upon reclassification.

~~(a) All reclassifications will be submitted by the city manager to the city council for adoption with the annual budget and may result in an increase or decrease in grade andAn employee's pay.¶~~

~~(b) A rate upon reclassification of a position may occur if there is a significant change in the duties and responsibilities of the position and such duties change the position's internal and market value. Requests for a reclassification study may be made to human resources by an employee's appointing authority in a format approved by human resources. The employee will be placed into the new grade will be determined based on an assessment of the employee's qualifications, including relevant education, training and, experience, and seniority as compared to others in similar positions. This new pay amount will not be less than the minimum rate or more than the maximum rate for the new grade.~~

~~(c) A reclassification of a position does not change an employee's evaluation date.¶~~

- (b) An employee who has been reclassified will be considered for additional pay increases upon either the satisfactory completion of each 12 subsequent months of service from the date of reclassification, or upon a date established by the city manager as the annual pay increase review date until the employee reaches the maximum rate of the pay grade.

Sec. 70-61. Pay rates for temporary acting assignments.

- (a) An employee may be temporarily assigned in an acting or interim capacity to a position in a higher pay grade than the position the employee normally occupies. If the employee assumes all authority and responsibility for the new position and the assignment exceeds three calendar weeks, the employee will be granted a temporary increase to the step in the new grade based on an assessment of the employee's qualifications, including relevant education, training ~~and~~, experience, and seniority as compared to others in similar positions. This increase cannot be less than the minimum or greater than the maximum rate of the pay grade of the position ~~they are~~ the employee is filling. Temporary assignment pay will be paid for the full period of the temporary assignment, retroactive to the first day.
- (b) If an employee is serving in a temporary assignment and the employee is due to be considered for a pay increase based on their performance in the position they normally occupy, the employee may be considered for a pay increase upon their return to the normal position and the pay increase will be issued retroactive to the date it was originally due.
- (c) If a temporary acting assignment exceeds a period of 12 months, the employee may be considered for a pay increase upon completion of 12 months in the temporary acting assignment, or at a time designated by the city manager as the annual salary review date.
- (d) Notification of acting status and requests for pay increases during a temporary assignment must be made by memorandum from the appointing authority to the director of human resources.

Sec. 70-62. Longevity pay.

Certain employees hired prior to December 31, 1978, are entitled to longevity pay. Such pay is recognized and ratified for these employees. The city manager may establish administrative procedures for the administration of this compensation.

Sec. 70-63. Reduction of wages.

- (a) Subject to the requirements and limitations of the Fair Labor Standards Act (FLSA), ~~reduction of~~ reductions in an employee's regular pay may be made for any of the following reasons:

- (1) Unauthorized absence~~;~~,
 - (2) Absence due to illness after all sick leave, holiday leave, floating holiday leave, and vacation time has been used~~;~~,
 - (3) Absence due to suspension from duty without pay~~;~~,
 - (4) Leave without pay~~;~~,
 - (5) ~~Disciplinary fine.~~~~¶~~
 - ~~(6) Overpayments~~;~~, or~~
 - ~~(7)~~ Any other absence not authorized by ~~the rules, regulations,~~~~this Chapter 70~~ or by the ~~City Manager~~~~city manager~~.
- (b) Whenever an employee works for less than the regularly established number of hours a day, days per week, or weeks per month, the amount paid shall be pro-rated ~~pro-rated~~ ~~rata~~ based on the number of hours worked for that pay period.
- (c) The employee's appointing authority will approve all reductions in pay.
- (d) It is the ~~City of Arvada's~~~~city's~~ policy to comply with the salary basis requirements of the ~~Fair Labor Standards Act~~~~FLSA~~. Therefore, the city will not intentionally make improper reductions of pay from the salaries of employees not permitted under FLSA. If an employee believes that an improper reduction of pay has been made to ~~his/her salary,~~ ~~she~~~~their~~ ~~pay, they~~ should report this information to payroll or ~~the~~ human resources ~~department~~. Reports of improper reductions of pay will be promptly investigated. If it is determined that an improper reduction of pay has occurred, the employee will be promptly reimbursed. ~~Furthermore, if~~ the city makes an overpayment, the city will set up a repayment schedule after conferring with the employee.

Sec. 70-64. Call-back pay.

Regular and probationary non-exempt employees who are called back to ~~work~~ outside of their regular work hours shall be paid a minimum of two hours of overtime pay at one and one-half times the normal rate of pay. A regular or probationary non-exempt employee may choose to receive compensatory time in lieu of overtime pay. The two-hour minimum shall not apply when the overtime hours overlap with or ~~fuse~~~~coincide~~ with the normal work hours. The ~~employee's~~~~employee's~~ supervisor has the right to assign an employee under this provision to work on any other projects for the full two hours paid. Multiple ~~call-outs~~~~callouts~~ within any two-hour timeframe will count as one ~~call-out~~~~callout~~ for this section. Call-back pay applies to

non-exempt employees subpoenaed to appear in court on the behalf of the City of Arvada city outside of their normal work hours.

Sec. 70-65. On call pay.

~~(a) Regular and probationary non-exempt employees assigned to be on call and carry a pager, cell phone or other types of paging devices for a set period and required to be available to respond to emergency situations on a 24-hour a day basis will be paid on call pay. Such employees may not consume alcohol or any impairing controlled substance-substances or drugs, including marijuana, during their on-call period and will need to respond to the emergency situation in a time frame determined by the employee's department. The employee shall be compensated, in addition to his/her their regular pay, in accordance with a policy established by the city manager.~~

~~(b) Employees who are called back to work will be paid call-back pay and will not receive additional on call pay for that 24-hour period.¶~~

~~(c) Employees receiving assignment pay are not eligible for on call pay.¶~~

Sec. 70-66. Assignment pay.

~~Assignment pay is paid to all non-exempt regular~~Regular and probationary ~~non-exempt employees who are required by their supervisors to carry a pager or cell phone or other types of paging devices and assigned to be on call 24-hours per day, seven days a week, on an~~ for a continuous, consecutive and ongoing basis of 27 weeks or more and required to respond to an emergency situation will be paid assignment pay. Such employees may not consume alcohol or any impairing controlled substances or drugs, including marijuana, while on assignment and will need to respond to the emergency situation in a time frame determined by the employee's department. The employee shall be compensated in addition to his/her their regular pay in accordance with a policy established by the city manager.

Sec. 70-67. Shift differential pay.

~~Those~~Non-exempt regular and probationary employees who are scheduled on an ongoing basis to work shifts that are other than that which is generally considered as the day shift shall be compensated at a rate of one percent of pay for second shift/swing shift and two percent for third shift/graveyard shift. Shift differential pay will be calculated on the employee's base plus overtime pay or compensatory time pay.

Sec. 70-68. Transportation allowance, travel, and miscellaneous expenses.

Employees who incur expenses in the conduct of city business, such as use of a personal car, out-of-pocket miscellaneous expenses, and travel expenses while in attendance at approved

meetings and conferences, shall be reimbursed for such expenses in accordance with a policy established by the city manager.

Sec. 70-69. Bonuses and special incentives.

The city manager may implement bonuses or special incentive programs in addition to the salary rates established in the official pay plan.

Sec. 70-70. Pay at death.

Upon the death of an employee, any pay due to the employee will be paid to the employee's surviving spouse. If the employee has no surviving spouse, any pay due to the employee will be paid to the employee's estate.

Sec. 70-71. Deferred compensation.

Employees are permitted to participate in a deferred compensation or other such plan as authorized by the city council and approved by the city manager. Employees may exchange a portion of regular vacation and/or vacation exchanged for sick leave as specified in ~~section 70-105.2 of this chapter~~ a policy authorized by the city manager. The monetary value of this exchange will be put into the employee's deferred compensation plan subject to the terms and limitations established by the city manager.

Sec. 70-72. Medical and dependent care spending accounts.

Regular and probationary employees may participate, in accordance with applicable state and federal law, in pre-tax medical care and ~~dependant~~dependent care spending accounts as authorized by the city council and approved by the city manager. Employees are authorized to have such amounts as they may choose withheld from their paycheck, subject to the terms and limitations that the city manager deems lawful and appropriate, and to spend such sums consistent with the purposes of the spending accounts. The city is authorized to withhold from the employees such amounts to pay and make payment on behalf of the employees consistent with the terms and limitations established by the city manager. The city is authorized to determine the lawful disposition of such spending account funds withheld but not spent in a manner consistent with applicable state and federal law.

Sec. 70-73. Retirement health savings plan.

Regular and probationary employees may participate, in accordance with applicable state and federal law, in retirement health savings ~~plan~~plans as authorized by the city council and approved by the city manager. Employees are authorized to have such amounts as they may choose withheld from their paycheck, subject to the terms and limitations that the city manager deems lawful and appropriate. The city is authorized to withhold from the employees such amounts to

pay and make payment on behalf of the employees consistent with the terms and limitations established by the city manager. The city is authorized to determine the lawful disposition of such spending account funds withheld but not spent in a manner consistent with applicable state and federal law.

Secs. 70-74—70-99. Reserved.

ARTICLE IV - ATTENDANCE AND LEAVE

Sec. 70-100. Hours of work, work assignments, and schedules.

- (a) All employees have a seven day work period that complies with the Fair Labor Standards Act. Unless otherwise authorized in writing by the director of human resources, the work period begins at midnight (12:00 a.m. **M.S.T.**) on Saturday and ends at 11:59 p.m. **M.S.T.** on Friday. The normal work schedule may vary within ~~divisions~~**departments** based on business reasons set by management.
- (b) ~~Supervisors are~~**The appointing authority, or their designee, is** responsible for scheduling work assignments. The appointing authority or ~~his/her~~**their** designee may change work assignments, schedules, organization, or structure at any time based on the needs of the city.
- (c) Flexible **and remote** work schedules may be available ~~when service to the public or other customers is enhanced, or is not impaired, as determined by the appointing authority or his/her designee. In establishing in accordance with a flexible schedule, the employee must fulfill his/her standard work week requirements. Flexible work schedules must be~~**policy approved in writing by the employee's appointing authority or his/her designee.**

Sec. 70-101. Time reporting.

- (a) The attendance of all employees is recorded daily by each department and is submitted to payroll every two weeks. Attendance records are city records and care must be exercised in recording the hours worked, overtime hours, compensatory time accruals, **leave taken**, and absences. Employees are responsible for accurately and correctly recording their own time and may not complete time records for another employee unless specifically authorized to do so by that employee's appointing authority **or their designee**.
- (b) Any time away from work during an employee's scheduled hours must be documented on the time entry form. Time away from work requires prior approval from the employee's supervisor. Use of sick, vacation, holiday, floating holiday, ~~comp~~**compensatory** time, or any other use of time must be reported. Leave time can be used in 15-minute increments.

Regular and probationary employees must account for all scheduled time by entering hours worked or approved paid or unpaid leave.

Sec. 70-102. Attendance and punctuality.

Employees are required to be in attendance at their work location in accordance with their job assignment and approved work schedule. Employees are expected to be at work on all scheduled work days and during all scheduled work hours and to report to work on time. Employees must report any absences and tardiness according to the guidelines determined by the employee's appointing authority.

Sec. 70-103. Holiday leave.

- (a) All regular and probationary full-time employees are granted 13 eight-hour paid holidays each calendar year. Ten of these holidays are the following:
 - (1) New Year's Day;
 - (2) Martin Luther King, Jr.'s Birthday;
 - (3) Presidents' Day;
 - (4) Memorial Day;
 - (5) Juneteenth;
 - (6) Independence Day;
 - (7) Labor Day;
 - (8) Thanksgiving Day;
 - (9) Day after Thanksgiving; and
 - (10) Christmas Day.
- (b) Holiday means the period between midnight (12:00 a.m.) to 11:59 p.m. of the day on which the holiday occurs.
- (c) The remaining 24 **holiday** hours are floating holidays and will be scheduled and taken between the first and last pay period of the current year by each employee with the approval of the employee's supervisor. In the case of employees assigned to shift work, whose services are required on a 24 hours-per-day or seven days-per-week basis, the holidays shall be set out in the employee's annual work schedule in a time convenient to

both the employee and the city. If a probationary employee is hired between February and December, ~~s/he~~the probationary employee will receive a pro ~~rated~~rata amount of floating holiday time for the first calendar year of employment. The amount received will equal two hours for each month of employment during the calendar year in which ~~s/he~~the probationary employee is hired. For example, an employee hired in November will receive four hours of floating holiday time for the first calendar year. The time will be placed in the employee's floating holiday accrual in one lump sum.

- (d) Upon termination, an employee will be paid for any unused holiday time for holidays that have already occurred. Any holiday time used, but unearned at the time of termination, will be deducted from accrued leaves or final pay. Floating holiday will be considered as "earned" at a rate of two hours per month.
- (e) When a holiday occurs on Saturday, the preceding Friday will be observed; when it occurs on Sunday, the following Monday will be observed. When a holiday occurs during an employee's vacation, the employee may use the holiday time. Vacation is not charged for that holiday. If an employee is on sick leave on a holiday, the employee may use the holiday time. Sick leave is not charged for the holiday. If an employee is scheduled to work on a holiday and is sick, holiday leave is not charged for the scheduled work day. If an employee is scheduled to work on one of the nine designated holidays ~~s/he~~the employee will record regular hours worked. ~~S/he~~The employee will then have the unused holiday hours available to use on another day at a time convenient to both the employee and the city.
- (f) Regular and probationary part-time employees will receive holiday pay on a pro rata basis, as determined by the part-time employee's work schedule.
- (g) Regular and probationary employees who are on administrative leave on a designated holiday will charge ~~his/her~~their time to administrative leave for that day and will have the unused holiday hours available to use on another day at a time convenient to both the employee and the city.

Sec. 70-104. Vacation leave.

- (a) Each regular and probationary full-time employee earns and is allowed to take annual vacation leave with pay as follows:

Years of Service	Monthly Accruals (Hours)	
	Civilian	Sworn Police
0 through 4	8	9.33
5 through 9	10	10.66
10 through 14	12	12.66

15 or more	13.33	14.66
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- (b) Regular and probationary part-time employees will receive vacation leave on a pro rata basis, as determined by the part-time employee's work schedule.
- (c) Vacation time may not be taken until after it is earned. The time at which an employee takes vacation will be determined by ~~his/her~~the employee's supervisor at a time convenient to both the employee and the city. If an illness occurs while an employee is on vacation and would normally justify allowance for sick leave, then that time will not be counted against vacation leave if so requested by the employee and approved as provided for in the appropriate leave section. Regular and probationary employees who are separated from the city will be compensated for vacation accrued to the date of separation at the employee's rate of pay at the time of separation. The only exception to this rate of pay is the excess vacation accruals referred to at the end of this section.
- (d) No employee shall, without the express written consent of the city manager, accrue at any time more vacation leave for civilian or sworn police employees respectively than the following:

Years of Service	Accrual Maximums (Hours)	
	Civilian	Sworn Police
0 through 4	192	224
5 through 9	240	256
10 through 14	288	304
15 or more	320	352

-
- (e) For regular and probationary part-time employees, such maximums are determined on a pro rata basis, as determined by the part-time employee's work schedule. If a regular or probationary employee's scheduled hours are reduced resulting in a lower maximum (for example, from full-time to 50 percent part-time), the employee will be paid the dollar value of any vacation hour accruals in excess of the new, pro-rata maximum. This payment will occur at the time of the change in hours.
- (f) Certain employees are entitled to excess vacation accrual amounts from 1985 and 1997. Such leave accruals are recognized and ratified. The city manager may establish administrative procedures for the administration of this benefit.

Sec. 70-105. Sick leave.

~~(a) Regular or probationary full-time employees hired or re-hired on or after January 1, 2012, accrue 3.69 hours of sick leave per pay period up to a maximum of 1,040 hours per calendar year. Upon reaching the maximum accrual, employees hired or re-hired on or after January 1, 2012 shall accrue no further sick leave until the maximum accrual is reduced through authorized usage below 1,040 hours. When accrual is reduced below the maximum accrual provided herein, the affected employee may then accrue sick leave to the maximum accrual. Regular and probationary part-time employees accrue leave on a pro rata basis according to the number of hours for which the employee is scheduled. For regular and probationary part-time employees, such maximums are determined on a pro rata basis, as determined by the part-time employee's work schedule. If a regular or probationary employee's scheduled hours are reduced resulting in a lower maximum (for example, from full-time to 50 percent part-time), the employee's accrued hours will be retained but no additional hours will be accrued until such a time the employee's balance falls below the new maximum.¶¶~~

~~(b) Regular or probationary full-time employees hired or re-hired prior to January 1, 2012 accrue 3.69 hours of sick leave per pay period and shall not be subject to the limitation on sick leave accrual described in subsection (a) of this section. Regular and probationary part-time employees accrue leave on a pro rata basis according to the number of hours for which they are scheduled.¶¶~~

~~(c) Employees who do not meet the definition of regular or probationary part-time or full-time employees, will accrue one hour of paid sick leave for every thirty hours worked by the employee, earning up to a maximum of 48 hours of sick leave per calendar year. Unused sick leave hours may be carried over to the following calendar year. Upon reaching the maximum accrual of 48 hours, employees who do not meet the definition of regular or probationary part-time or full-time employees will not accrue further sick leave until the maximum accrual is reduced through authorized usage below 48 hours. When accrual is reduced below the maximum accrual of 48 hours, the affected employee may then accrue sick leave to the maximum accrual. Under no circumstances shall the employee accrue or use more than 48 hours of sick leave in any one calendar year.¶¶~~

~~(d) If an employee separates from employment with the city and is rehired by the city within six months, the city will reinstate up to 48 hours of sick leave which the employee had accrued but not used prior to the employee's separation of employment.¶¶~~

~~(e) Sick leave is granted to an employee by approval of the employee's immediate supervisor when the employee is unable to perform the employee's job duties because the employee.¶¶~~

~~(1) Has a mental or physical illness, injury, or health condition that prevents the employee from working; or¶¶~~

- ~~(2) Needs to obtain a medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or~~
- ~~(3) The employee needs to care for a family member who:~~
- ~~a. Has a mental or physical illness, injury, or health condition; or~~
 - ~~b. Needs to obtain a medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or~~
- ~~(4) Needs to obtain preventative medical care; or~~
- ~~(5) The employee or the employee's family member has been the victim of domestic violence, sexual assault, or harassment and the use of the leave is to:~~
- ~~a. Seek medical attention for the employee or the employee's family member to recover from a mental or physical illness, injury, or health condition caused by the domestic abuse, sexual assault, or harassment;~~
 - ~~b. Obtain services from a victim services organization;~~
 - ~~c. Obtain medical care or other counseling;~~
 - ~~d. Seek relocation due to the domestic abuse, sexual assault, or harassment; or~~
 - ~~e. Seek legal services, including preparation for or participation in a civil or criminal proceeding relating to or resulting from the domestic abuse, sexual assault, or harassment; or~~
- ~~(6) Due to a public health emergency, a public official has ordered closure of:~~
- ~~a. The employee's place of business; or~~
 - ~~b. The school or place of care of the employee's child and the employee needs to be absent from work to care for the employee's child.~~
- ~~(f) Prior to the beginning of the workday, an employee must request, orally, in writing, or electronically, to use paid sick leave, notifying their immediate supervisor each day the employee seeks to use paid sick leave.~~
- ~~(g) With the exception of sick leave taken due to a public health emergency closure or leave related to the preparation for or participation in a civil or criminal proceeding relating to or resulting from the domestic abuse, sexual assault, or harassment, the city may request that an employee provide a physician's statement regarding the employee's use of paid sick leave if:~~

- ~~(1) The paid sick leave consists of four or more consecutive work days; or¶~~
- ~~(2) If the employee has used 48 hours or more of paid sick leave during the calendar year.¶~~
- ~~(h) Any physician's statement requested pursuant to the requirements of this section should include:¶~~
 - ~~(1) The probable duration of sick leave;¶~~
 - ~~(2) The prognosis of the employee's fitness to return to work; or¶~~
 - ~~(3) The earliest date for return to limited duty and a list of limitations, if any.¶~~
- ~~(i) Upon the start of fifth consecutive day or the 49th work hour of paid sick leave usage, the employee shall contact the human resources department to determine whether the employee's use of sick leave is covered by the Family and Medical Leave Act. For extended illness, the employee may be eligible for long term disability coverage. The employee should contact the human resources department for more information.¶~~
- ~~(j) For purposes of this section, "family member" is defined as:¶~~
 - ~~(1) A person who is related by blood, marriage, or civil union, or adoption;¶~~
 - ~~(2) A child to whom the employee stands in loco parentis or a person who stood in loco parentis to the employee when the employee was a minor; or¶~~
 - ~~(3) A person for whom the employee is responsible for providing or arranging health- or safety-related care.¶~~

The city will grant sick leave to employees in accordance with applicable federal and state laws and a policy established by the city manager.

Sec. 70-105.1. Sick leave advance.¶

~~An appointing authority may grant a probationary employee who has worked for the city for less than a year, an advance of sick leave not to exceed 96 hours during the employee's first year (pro rata for part-time employees) provided all vacation and floating holiday hours have been exhausted. All requests by an eligible employee for an advance of sick leave must be in writing and offer a justification for the request. A sick leave advance may be requested for the reasons listed in the prior section. A request for an advance of sick leave must be approved by the appointing authority. There must be a reasonable prospect that the employee will be able to offset the advance by future unused accruals of sick, vacation, compensatory time, holiday, and other authorized leaves. Any employee, who is indebted to the city for sick leave advanced but not~~

~~accrued at the time of separation, will have his/her final pay deducted to offset the indebtedness for sick leave advanced~~**Reserved.**

Sec. 70-105.2. Sick leave exchange.

~~An employee who shall have accumulated more than 480 hours, but less than 720 hours, of sick leave may exchange any hours in excess of 480 hours on the basis of three hours sick leave for one hour vacation time (pro rata for part-time employees). An employee who shall have accumulated more than 720 hours of sick leave may exchange any hours in excess of 720 hours on the basis of two hours sick leave for one hour vacation time, provided any exchange of sick leave that reduces the accrued balance to 720 hours or below shall be at the 480 – 719 hour rate (pro rata for part-time employees). For an employee with 480 – 719 hours of sick leave, any exchange of sick leave for vacation time shall be limited to a maximum of 24 hours of vacation time per calendar year. For an employee with 720 hours or more of sick leave any exchange of sick leave for vacation time shall be limited to a maximum of 40 hours of vacation time per calendar year. For regular and probationary part-time employees, such maximums are determined on a pro rata basis, as determined by the part-time employee's work schedule. Exchanges can occur only once a year. The time of the year is designated by each individual employee.~~¶

An employee may exchange sick leave hours for vacation time in accordance with a policy established by the city manager.

Sec. 70-105.3. Sick leave payout upon death or retirement.

(a) ~~Upon the death of a regular employee, human resources will automatically convert any accumulated~~The city may pay out sick leave in excess of 480 hours into vacation time per the procedure listed above.¶

(b) ~~Except as provided herein, upon separation or termination of employment, an employee is not entitled to any payment or reimbursement for accrued sick leave. However, any regular full time or part time employee who was employed before December 31, 1979, is eligible to receive payment for accumulated sick leave not to exceed 480 hours upon the death or retirement of such employee. Payment to an eligible employee for accumulated sick leave shall be calculated at the rate of pay that the employee is paid at the time of the death or separation of the employee~~in accordance with a policy established by the city manager.

Sec. 70-105.4. Sick leave bank.

(a) ~~An employee who is facing a life-threatening illness or injury may apply for additional sick leave from the sick leave bank provided all other leaves have been exhausted. Under extraordinary circumstances, as determined by the director of human resources upon the~~

~~recommendation of the appointing authority, the sick leave bank may be used by a regular or probationary employee for the care of an employee's spouse, child, or the person who the employee identifies as his/her significant other or domestic partner whose primary residence or place of primary abode is the same as the employee and who is facing a life-threatening illness or injury.~~ The creation and employee use of the sick leave bank is governed by a policy established by the city manager.

- ~~(b) The sick leave bank is composed of unused sick leave hours from employees who choose to donate a portion of their sick leave. An employee may donate up to ten percent of his/her sick leave to the sick bank one time per year.¶~~
- ~~(c) The employee (or family representative) must make their request in writing with an explanation of the illness and seek approval from the appointing authority and the director of human resources. The employee may request up to 720 hours (pro rata for part-time employees) from the sick bank in any 12-month period.¶~~

Sec. 70-105.5. Additional paid sick leave during a public health emergency.

- ~~(a) If a public health emergency is declared, the city will supplement an employee's paid sick leave as necessary so as to ensure that each full time employee has at least 80 hours of paid sick leave. The amount by which an employee's paid sick leave shall be supplemented by the city is calculated by subtracting the amount of accrued, unused paid sick leave available to the employee on the date the public health emergency is declared from 80 hours. In no event shall an employee have paid sick leave hours deducted if the employee has in excess of 80 hours of paid sick leave available on the date an emergency is declared.¶~~
- ~~(b) If a public health emergency is declared, the city will supplement an employee's paid sick leave as necessary so as to ensure that employees who are not considered full time employees have available paid sick leave which is equal to the greater of either the amount of time the employee is scheduled to work in a 14 day period or the amount of time the employee actually works on average in a fourteen day period.¶~~
- ~~(c) An employee may take paid sick leave related to a public health emergency for the following purposes:¶~~
 - ~~(1) The employee needs to self-isolate and care for oneself because the employee is diagnosed with, is experiencing symptoms of, or seeking preventive care concerning a communicable illness that is the cause of a public health emergency; or¶~~

- ~~(2) The employee needs to self-isolate and care for a family member because the family member is diagnosed with, is experiencing symptoms of, or is seeking preventative care concerning a communicable illness that is the cause of the public health emergency.¶¶~~
- ~~(d) The term "family member" is defined for purposes of this section in the same manner as the term is defined in section 70-105(j) of the Arvada City Code.¶¶~~
- ~~(e) The employee shall notify the employee's immediate supervisor of the need for sick leave under this section as soon as practicable.¶¶~~
- ~~(f) Documentation is not required to take paid sick leave under this section.¶¶~~
- ~~(g) An employee may use paid sick leave under this section until four weeks after the official termination or suspension of the public health emergency.¶¶~~
- ~~(h) For purposes of this section, "public health emergency" is defined as an act of bioterrorism, a pandemic influenza, or an epidemic caused by a novel and highly fatal infectious agent for which:¶¶~~
 - ~~(1) An emergency is declared by a federal, state, or local public health agency;¶¶~~
 - ~~(2) A disaster emergency is declared by the governor; or¶¶~~
 - ~~(3) A highly infectious illness or agent with epidemic or pandemic potential for which a disaster emergency is declared by the governor.¶¶~~

Additional paid sick leave may be granted to and used by employees during a public health emergency in accordance with applicable federal and state law or public health orders, and a policy established by the city manager.

Sec. 70-106. Family and Medical Leave Act (FMLA) leave.

- (a) The Family and Medical Leave Act (FMLA) allows for 12 weeks of leave in a 12-month period; for the birth and care of a newborn, the adoption or placement of a child in foster care, an employee's own serious health condition, or the serious health condition of an employee's spouse, child (under the age of 18 or older if disabled)), or parent. This leave may be paid or unpaid depending on circumstances and in accordance with a policy established by the city manager.
- (b) In order to be eligible for FMLA, an employee must have worked for the ~~City of Arvada~~city for at least 12 months and 1,250 hours in the previous 12 months.

Sec. 70-107. Extended medical leave.

The city recognizes that some illnesses may extend past the 12 weeks that FMLA allows for serious health conditions. ~~This policy is intended to give employees who need extended leave, for reasons of their own serious health condition and/or a workers compensation-related injury, a reasonable time to recuperate and recover.~~ Regular full-time and part-time employees who have been on FMLA for 12 weeks may request an extended leave up to an additional 14 weeks: **to recuperate and recover from the serious health condition underlying the FMLA leave.** The decision to extend the medical leave will depend on the business needs of the organization **and is subject to approval by the appointing authority, in accordance with a policy established by the city manager.**

Sec. 70-108. Injury leave.

- (a) Any probationary or regular employee who suffers an injury or illness in the line of duty and is covered by ~~workers' compensation~~ **the Workers' Compensation Act** is granted up to 720 hours of paid injury leave (pro-rated for probationary and regular part-time employees). ~~The) if the work related injury or illness must render~~ **renders** the employee unable to perform ~~his/her~~ **the employee's** regular duties. If the work related injury or illness is the result of the carelessness or negligence of the injured employee, or, if the employee fails to notify the city in writing within 48 hours of the occurrence of the incident, the employee is not eligible for injury leave. If the employee's claim is not covered under the Workers' Compensation Act ~~and, such that the employee is therefore~~ not entitled to injury leave, the employee may use other applicable accrued leave for which ~~s/he~~ **the employee** is eligible.
- ~~(b)~~ **(b)** Paid injury leave may not be taken for doctor-ordered hospitalization, recuperation, office visits or physical therapy appointments that occur outside the employee's regular working hours. Supervisors may allow employees to flex hours for these appointments in instances where the employee works a non-traditional work schedule, such as nights or weekends.
- ~~(c)~~ **(c)** Paid injury leave is not available to health plan eligible, variable hour, ~~and seasonal, and non-benefited~~ employees. Notwithstanding the preceding, all employees, including health plan eligible, variable hour, ~~and seasonal, and non-benefited~~ employees, with work-related injuries or work-related illnesses are subject to the same reporting, transitional, and modified duty requirements as are probationary and regular employees, as set forth below. In the case of health plan eligible, variable hour, ~~and seasonal, and non-benefited~~ employees, all work time missed due to doctor-ordered hospitalization, recuperation, office visits or physical therapy appointments, will be reported and tracked as non-paid injury leave per instructions from the city's finance department. Such tracked time may be reported to ~~Colorado Worker Compensation~~ **Colorado's Division of Labor and Employment** in accordance with any then current state requirements. Qualifying

wage reimbursement, if any, will be provided by ~~Colorado Worker Compensation~~ Colorado's Division of Labor and Employment.

(ed) Injury leave ceases upon the occurrence of one or more of the following situations:

- (1) ~~When the~~ The employee is returned to regular or modified duty; ~~or~~
- (2) ~~When the~~ The employee reaches maximum medical improvement; ~~or~~
- (3) ~~When the~~ The employee refuses a transitional or a temporary modified duty assignment, and such employment is offered to ~~him/her~~ the employee in writing and is within the restrictions provided by the authorized physician; or
- (4) ~~When a~~ A physician, approved by the city, determines that the employee is no longer capable of performing the essential functions of the position.

(de) If, for the purpose of obtaining any order, benefit, award, compensation, or payment under the provisions of the Workers' Compensation Act, either for self-gain or for the benefit of any other person, anyone makes a false statement or representation material to the claim, the city shall report such person ~~commits a class five felony and shall to the proper authorities.~~ Such person may be punished pursuant to state ~~statute~~ or federal law and shall forfeit all rights to workers' compensation benefits upon conviction. Furthermore, such action may result in disciplinary action, up to and including termination from employment.

(ef) If a child support obligation is owed, compensation benefits may be attached and payment of the child support obligation may be withheld and forwarded to the obligee pursuant to state statute.

Sec. 70-109. Transitional duty and modified duty.

- (a) A transitional duty assignment is temporary work in another position that can be performed by an employee who is unable to perform ~~his/her~~ the employee's essential job functions due to physical or other limitations set forth by a certified ~~health-care~~ healthcare provider. A modified duty assignment is created when the employee's current position is temporarily adapted to meet the recommendations of the ~~health-care~~ healthcare provider. An employee in transitional or modified duty status must remain under the care of a ~~health-care~~ healthcare provider. The human resources department and/or risk management ~~department~~ will work with the ~~department managers~~ appointing authority to determine if transitional or modified duty is available and what type of duty will best fit the needs of the organization and the employee. Transitional or modified duty is not guaranteed.

- (b) A transitional or modified duty assignment will not exceed 90 ~~calendar~~ days, unless additional time is granted based upon consideration of the needs of the city and the nature of the employee's injury~~/~~ or illness. In no event shall transitional~~/~~ or modified duty assignment(s) exceed a total of 12 consecutive months or 18 months of intermittent duty for any single injury~~/~~ or illness. Transitional or modified duty shall not create an obligation for the city to permanently modify or alter any position.

Sec. 70-110. Victims of domestic abuse leave.~~(a) The Colorado Domestic Abuse Leave law allows for three working days of leave in a 12-month period for eligible employees who must protect themselves by doing the following: (i) Seeking services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence; (ii) seeking a civil protection order to prevent domestic abuse; (iii) obtaining medical care or mental health counseling for himself/herself or for his/her children to address physical or psychological injuries resulting from the act of domestic abuse, stalking, sexual assault, or other crime involving domestic violence; (iv) making his/her home secure from the perpetrator or seeking new housing to escape the perpetrator; (v) Seeking legal assistance, attending and preparing for court-related proceedings arising from domestic violence acts.~~

~~(b) An eligible employee must be employed by the city for at least 12 months preceding the commencement of the leave. This leave applies~~Leave related to employees who are victims of the following statutorily defined events: (i) domestic violence or abuse; (ii) stalking; (iii) sexual assault; or (iv) a crime found by a court on the record will be granted to include an act of domestic violence.¶

~~(c) This leave may be paid or unpaid depending on circumstances~~eligible employees in accordance with state and federal law, and in accordance with a policy established by the city manager.

Sec. 70-111. Fatigue leave.

Fatigue leave is granted to a regular or probationary employee for rest (during his/her~~the~~ employee's regular work shift) when that employee has been required to work extended overtime on an emergency basis, or perform duties which have been identified as essential by the appointing authority, during what would normally be sleeping hours~~-. The employee's supervisor may grant fatigue leave in accordance with a policy established by the city manager. The employee's supervisor may grant fatigue leave when, in his/her best judgment, the employee's fatigue may cause him/her to become a hazard to himself/herself, fellow employees, or bystanders; or the employee may no longer productively perform assigned tasks because of fatigue.~~

Sec. 70-112. Bereavement leave.

- (a) An employee will be granted up to 40 hours per incident (pro rata for part-time employees) of bereavement leave for the death of an immediate family member, with the approval of ~~his/her~~the employee's direct supervisor. ~~Immediate~~For purposes of this section "immediate family member" consists of an employee's spouse, child, parent, sibling, grandparent, grandchild, (including natural, step, adopted, foster, or in-law relationships). This also includes any other relative or person who the employee identifies as ~~his/her~~the employee's significant other or domestic partner whose primary residence or place of primary abode is the same as the employee.
- (b) The appointing authority may grant additional time if deemed appropriate at the written request of the employee for an occurrence such as an out-of-state funeral.
- (c) An employee may also be granted up to four hours of bereavement leave to attend the funeral of a recently deceased city employee provided the bereavement leave granted for such purposes does not exceed the actual time necessary for attending the funeral and reasonable travel time as determined and approved by ~~his/her~~the employee's immediate supervisor.

Sec. 70-113. Military leave.

Military leaves of absence are granted to employees in accordance with all state and federal laws and a policy established by the city manager.

Sec. 70-114. Jury duty.

- (a) The city recognizes jury duty ~~to be the~~as a civic responsibility of our community. Health plan eligible, variable hour, seasonal, ~~non-benefitted~~, probationary, and regular employees, who have worked for the city for a minimum of three months within the previous 12 months of receiving a jury summons, are eligible for payment from the city during part or all of ~~his/her~~the employee's jury duty service.
- (b) All probationary and regular employees will be paid their normal salary for scheduled workdays of jury duty. The salary paid will be based on the employee's scheduled hours. The employee may keep any additional pay received from the court.
- (c) If the employee has been selected for grand jury duty, the court pays a set amount plus expenses beginning with the first day of service. In addition, the city will pay a probationary or regular employee ~~his/her~~their regular scheduled salary. The employee may keep any additional pay received from the court.
- (d) The city will pay health plan eligible, variable hour, or seasonal, ~~or non-benefitted~~ employees for the first three days of jury duty only. The health plan eligible, variable hour, or seasonal, ~~or non-benefitted~~ employee will only be paid for time scheduled on

those days. The employee may keep any additional pay received from the court. Beginning with the fourth day of service, the health plan eligible, variable hour, ~~or seasonal, or non-benefitted~~ employee will be paid a set amount each day as pre-determined by the State of Colorado for jury duty service.

- (e) If the employee is not scheduled to work on a day in which the employee is scheduled to participate in jury duty, there will be no compensation from the city for that day.
- (f) The city will not reimburse employees for mileage, parking, or meals. Any payment from the court may be kept.
- (g) All employment benefits will remain the same during jury duty.
- (h) If an employee is involved as a party or as a witness in litigation to which the city is not a party, the employee may use any accrued vacation, holiday, or compensatory time or, if no leave is available, seek approval for leave without pay.

Sec. 70-115. Time off to vote.

Under most circumstances, it is possible for employees to vote either before or after work. If, after consultation between an employee and ~~his/her~~their supervisor, it is determined that an employee does not have adequate time before or after work to vote, such time will be allowed during normal work hours. Time off will not exceed two hours. If it is necessary for an employee to use such time, ~~s/he~~the employee should make arrangements with ~~his/her~~the employee's supervisor in a timely manner. The time allowed will be so arranged as to create the least disruption possible in the work.

Sec. 70-116. Administrative leave.

Administrative leave is leave with pay which is not provided for by other paid leaves. It may be granted to or required of an employee. Administrative leave may be granted at the discretion of the appointing authority or the city manager for the benefit of the city. Administrative leave may be used for workplace investigations, prior to a ~~predisciplinary~~pre disciplinary administrative meeting, or for other city related purposes as determined by management.

Sec. 70-117. Leaves of absence without pay.

- (a) Employees may be granted a leave of absence without pay with the approval of the appointing authority, if all other eligible leave has been exhausted, or if the appointing authority finds that such leave serves the business needs of the city. For an employee-initiated leave of absence without pay, an employee must utilize all other eligible leave ~~that is~~available to the employee prior to initiating a leave without pay. Employees taking

a leave of absence without pay under the city's sabbatical leave policy and procedure are not required to utilize all other eligible leave prior to initiating a leave without pay.

- (b) If leave without pay is needed during an eligible Family and Medical Leave Act (FMLA) leave ~~or extended care leave~~, such leave will be governed by the city's FMLA ~~or extended care leave~~ policy ~~and procedure~~, ~~as may be applicable~~, and is not subject to this section.
- (c) A leave of absence without pay will be approved by the appointing authority when it is in the best interest of the city. When a leave of absence without pay is initiated by the employee, the best ~~interests~~ interests of the city ~~service~~ must also be ~~determined~~ considered in granting such leave. ~~In granting~~ Upon the conclusion of such leave, ~~the city allows an employee to return~~ returns to work at the end of the leave ~~to~~ with the same duties and the same salary that the employee was ~~performing and earning~~ held when the leave commenced.
 - (1) In the event an employee takes a leave of absence without pay without the approval of the appointing authority and does not report to work, the employee's absence shall be construed as an unauthorized absence and may be grounds for discipline.
- (d) If an employee's position is eliminated while the employee is on such leave, the employee has no claim to the position, and the employee will be ~~promptly~~ notified ~~promptly~~. If the employee fails to comply with any conditions of the leave or fails to return to work as specified in the approval of the leave, then the employee is presumed to have resigned from city employment effective the last day of ~~the~~ approved leave.
- (e) During a leave of absence without pay, the following is required:
 - (1) The employee will be put on inactive status;
 - (2) The employee will not earn or accrue any leave of any kind or any other benefits. However, if a set holiday is scheduled to occur during an approved leave without pay, ~~s/he~~ the employee may use ~~his/her~~ their holiday leave prior to starting the leave without pay;
 - (3) ~~The~~ Neither the employee ~~cannot~~ nor the city will contribute to a ~~City of Arvada pension plan~~. The city will not contribute to the employee's ~~pension~~ city retirement plan; and
 - (4) For a leave without pay of two or more consecutive, full pay periods, the employee is responsible for payment of 100 percent of the premium during those pay periods for any medical, dental, vision, life, or disability benefits offered by the city ~~s/he~~ that the employee wishes to continue.

Sec. 70-118. Facility closure.

- ~~(a) If city facilities are closed due to an emergency condition for up to three days, non-essential regular and probationary employees will receive time designated as "city closure" for the time between closure of the facility and the end of the employee's normal working hours. Essential regular and probationary employees who work after closure will receive city closure leave time equal to their scheduled working hours from the time of closure to the end of the normal working day. Such leave time must be used within 90 calendar days after the city facilities reopen.¶¶~~
- ~~(b) Health plan eligible, variable hour, seasonal, or non-benefitted employees will receive no compensation for closure of city facilities. If temporary or non-benefitted employees are deemed essential, they are required to report to work that day as regular essential employees and will be paid at their regular rate of pay.¶¶~~
- ~~(c) Employees who are on pre-arranged and approved vacation leave, sick leave, military leave, bereavement leave, leave without pay, holiday leave, or other paid leave when a closure occurs will not be granted additional leave as compensation for closure of city facilities.¶¶~~
- ~~(d) Regular and probationary employees who are unable to report to work will call their immediate supervisor before their normally scheduled work shift. Regular or probationary employees who are unable to report to work due to no fault of their own may apply accrued vacation leave, holiday leave, or compensatory time to the missed work hours, with approval of their immediate supervisor. Leave without pay may be used by an employee unable to report to work if the employee has no holiday, compensatory time, or vacation time available to use, and the leave without pay is approved by the appointing authority. Employees who arrive late to work due to a city-related emergency may be excused for up to two hours without being charged leave, at the discretion of the appointing authority.¶¶~~
- ~~(e) During a closure of city facilities for more than three days, employees who are able to continue their job responsibilities from home will be compensated for hours worked. Employees, who are unable to work from home, may be directed to an alternative work site by their immediate supervisor.¶¶~~
- ~~(f) If city facilities are closed due to an emergency situation the city manager, at his or her discretion, will decide what compensation, if any, will be made.¶¶~~

The city manager or their designee has the authority to close one or more city facilities to protect the safety of city employees and residents. In the event of a facility closure, employee compensation will be determined in accordance with a policy established by the city manager.

Sec. 70-119. Sabbatical leave.

A regular employee who has worked for the city for a minimum of seven **consecutive** years and is considered to be in good standing shall have the opportunity to take up to three months of time for the purpose of rejuvenation or the pursuit of a personal objective or aspiration. ~~Being in good standing means the employee must have an overall positive performance appraisal from the prior year and no disciplinary actions in their official personnel file. For purposes of this section, "disciplinary action" means the employee has received a disciplinary suspension without pay, disciplinary fine, or a demotion in the 12 months prior to the start of the sabbatical leave. An employee who has received a reprimand in the 12 months prior to the posting may be required to successfully complete the performance plan associated with the reprimand before being considered for the sabbatical leave.~~ An employee may take sabbatical leave only once every seven years. The city manager may establish administrative procedures for the administration of this benefit.

Sec. 70-120. Extended care leave.

The city may grant extended care leave to employees in accordance with applicable federal and state laws and a policy established by the city manager.

Secs. 70-120~~121~~—70-142. Reserved.

ARTICLE V - EMPLOYEE RESPONSIBILITIES

Sec. 70-143. Employee conduct.

- (a) The city expects all employees to be accountable for their work related conduct and for performing their job duties to the highest professional standards at all times. The city reserves the right, in all instances, to impose discipline, up to and including dismissal. Discipline is imposed solely at the discretion of the city, based on its evaluation and in consideration of relevant factors and circumstances.
- ~~(b) The disciplinary procedures set forth in the next section apply only to regular employees; probationary, health plan eligible, variable hour, seasonal, and non-benefitted employees.~~
(b) Employees not meeting the definition of “regular employee” will be given performance expectations and feedback as deemed appropriate by the city, but at all times will be deemed as at-will employees. ~~However, Such employees shall be subject to the standards of conduct set forth in this section apply to all city employees. Understated in subsection (d). However, under~~ no circumstances should ~~this rule/regulation~~ the rules contained in this section 70-143 be construed to create "for cause" employment for ~~probationary, health plan eligible, variable hour, seasonal, or non-benefitted employees~~ any such employee.

- (c) **Discipline procedure for regular employees.** A supervisor or an appointing authority or their designee may reprimand a regular employee for cause. ~~An appointing authority or designee thereof may discipline a regular employee for cause.~~ Such discipline may include reprimand, suspension without pay, ~~disciplinary fine,~~ demotion, or dismissal.
- (d) **Standards of Conduct.** Examples of performance or conduct ~~that may warrant disciplinary action~~**applicable to all city employees, regardless of status,** are presented in the list below. This list is not considered all-inclusive as the city cannot anticipate all behaviors of an employee. Other **non-protected** actions that have a negative impact on an ~~employee's~~**employee's** performance or the effective functioning of the city may result in disciplinary action. Individual departments may also have specific rules, regulations, or policies that describe performance or conduct. The violation of any departmental rule, regulation, or policy may also warrant disciplinary action.
- (1) Any false statement made on an application for employment or any other form or application submitted to or required by the city, or omission of information that might affect the applicant or employee unfavorably.
 - (2) Conduct detrimental to customer service or city operation.
 - (3) Theft or misuse of city money or property.
 - (4) Violation of any national, state, or local law when the misconduct would interfere with an employee's performance of ~~his/her~~**their** job or undermine public trust in the integrity of the city. The city may consider such conduct a violation of its rules ~~and/or~~ procedures regardless of a conviction.
 - (5) Misusing, destroying, or damaging any city property or property of another employee or customer.
 - (6) Abusive treatment ~~and/or~~ disrespect of any person including, but not limited to, physical or verbal confrontations, insults, or derogatory comments based on race, religion, **color, sex,** gender, sexual orientation, ~~ethnicity, and/or gender identity,~~ **gender expression, national origin, ancestry, citizenship status, marital status, pregnancy, age, medical condition, handicap, disability,** or any other protected characteristics as established by law.
 - (7) Unauthorized possession of weapons or explosives on city premises or utilization of any object as a weapon.
 - (8) Insubordination, failure, or refusal to comply with directives, orders, or assignments.

- (9) Falsification, destruction, or unauthorized use of **any** city records, reports, or other data or information belonging to the city.
- (10) Being untruthful, misleading, or uncooperative during an administrative investigation or about any job related matter.
- (11) Mishandling or unauthorized disclosures of confidential city information.
- (12) Immoral conduct or indecency, vulgar, threatening, insulting, or abusive language while on the job, including excessive gossiping or spreading rumors.
- (13) Incompetence, inattention to duties, horseplay, wastefulness, or sleeping while on the job.
- (14) Possession, purchase, manufacture, dispensing, use, sale, or being under the influence of controlled substances, **marijuana**, or alcohol while on the job when not medically required or when it is a requirement of the job.
- (15) Violating a safety rule or safety practice, or creating or contributing to unsafe working conditions.
- (16) Failure to report violations of safety policies, procedures, or **adhering to** reporting requirements.
- (17) Failure to properly use or enforce the use of safety gear, clothing, or equipment.
- (18) Engaging in personal business or outside employment while on the job.
- (19) Attempting to influence an employment decision for the benefit of a member of the employee's immediate family. Immediate family means ~~his/her~~ **the employee's** spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, cousin, (including natural, step, adopted, foster, or in-law relationship). This also includes a person who the employee identifies as ~~his/her~~ their significant other or domestic partner whose primary residence or place of primary abode is the same as the employee.
- (20) Having an undisclosed financial interest, direct or indirect, in any contract with the city, or having an undisclosed financial interest, directly or indirectly, in the sale of any land, materials, supplies, or services to the city.
- (21) Engaging in any business, activity, or transaction in which an employee has a substantial financial or personal interest, direct or indirect, that might reasonably

be expected to interfere with the ability of the employee to perform ~~his/her~~ their duties.

- (22) Seeking nomination or election to ~~city council~~ **the Arvada City Council**.
- (23) Engaging in **any** federal, state, county, or local political ~~campaign~~ **campaigning** during an employee's working hours.
- (24) Using ~~his/her~~ **the employee's** employment, position, badges, or credentials for preferential treatment, commercial or personal gain, or in any other manner not authorized by the city. Allowing any individual unauthorized access to or use of a city badge, insignia or credential.
- (25) Using city vehicles, equipment, ~~or property~~, **social media, or other technological resources** for unauthorized personal use.
- (26) Unauthorized absence from work and failure of employee to communicate with supervisor before that ~~working~~ shift. Guidelines for reporting may be established by each department.
- (27) Excessive absences ~~and/or~~ excessive tardiness as determined by the employee's appointing authority ~~and/or~~ failure to work or report to supervisor for two consecutively scheduled days.
- (28) Engaging in any **unprotected** activity that interferes with an employee's or any other employee's performance on the job.
- (29) Failure to report any violations of ordinances, statutes, charter, personnel policies, administrative regulations, or department rules by any city employee or failure to report a conviction or plea to a misdemeanor or felony.
- (30) Inability to perform job duties ~~and/or~~ substandard performance of assigned duties.
- (31) Failure to maintain an appropriate personal appearance as established by city or departmental policy. ~~Failure,~~ **including failure** to maintain appropriate personal hygiene.
- (32) Violation of any departmental or city rule, regulation, policy, or procedure.
- (33) Failure to obtain or maintain a required certification, license, or training as a condition of employment.
- (34) Allowing unauthorized access of individuals to restricted areas of city facilities, materials, ~~and/or~~ equipment.

- (35) Any other action by an employee which in the opinion of management warrants discipline or discharge and which a reasonable person would expect to result in disciplinary action either because it affects the employee's performance, the effectiveness of the city, including other employees, or undermines safety or public trust in the integrity of the government.
- (de) Investigations of violations of employee conduct, rules, and/or regulations will be ~~done~~ performed by the ~~employee's department management~~ **human appointing authority or their designee, or the human** resources department. Responsibility for investigations may be transferred to other authorized individuals in certain situations such as, but not limited to, allegations of violence ~~and, retaliation, or~~ harassment based on race, ~~gender, sex, religion, and color, sex, gender, sexual orientation, gender identity, gender expression, national origin, ancestry, citizenship status, marital status, pregnancy, age, medical condition, handicap, disability, or any other classes~~ protected characteristics as established by law.

Sec. 70-144. Discipline/ and discharge.

- (a) Occasionally, performance or other behavior falls short of the city's standards, values and/or expectations. When this occurs, ~~management~~ **the city** may take disciplinary action, which it deems appropriate in its sole discretion.
- (b) Disciplinary actions can range from a reprimand to immediate discharge. Action taken by ~~management~~ **the city** in an individual case does not establish a precedent in other circumstances. ~~Listed below are some~~ **Some** of the actions available to management. ~~During investigation and/or the administration of discipline, an employee is include, but are not entitled~~ **limited to representation., the actions stated below.**
- (e-1) A supervisor or appointing authority may reprimand a regular employee verbally or in writing for cause. A reprimand is a communication by the supervisor or appointing authority that serves as a disciplinary measure that is critical of an employee's conduct or performance. **A reprimand, or memo memorializing a verbal reprimand, may be kept in the employee's personnel file.**
- (d2) An appointing authority may suspend without pay a regular employee for cause for not more than 30 working days. A suspension is city-mandated time off from work without pay as a disciplinary action. ~~If an employee is charged with a felony, a suspension without pay may also be used for the duration of the court proceedings. A suspension without pay for an exempt employee must be in full day increments. Should the employee be cleared of the felony charges against him/her, s/he will be reimbursed for any lost wages resulting from a suspension without pay during the investigation process.~~

(e3) A supervisor may require an employee to take a decision day(s) in conjunction with a disciplinary action. A decision day is a paid suspension during which an employee is required to consider his/her~~their~~ employment with the city as well as make plans for improvement. A suspension with pay may be used during an investigation process or when an employee may benefit from a decision day(s).

~~(f) An appointing authority may impose a temporary reduction in an employee's rate of pay for cause. This temporary reduction in an employee's rate of pay is considered a disciplinary "fine". The pay rate established as a temporary disciplinary pay rate may not be less than the federal minimum wage for any employee, and for employees designated as exempt in the city's pay plan, a temporary disciplinary reduction in pay rate may not be less than the minimum weekly applicable salary rate for the respective class of exempt employees as specified by the Fair Labor Standards Act. As discipline for an individual infraction, the temporary reduction in pay may not exceed five percent of the employee's annualized pay (based on the base pay rate on the day the discipline is imposed).¶~~

~~(g) Reserved.¶~~

~~(h)~~(4) An appointing authority may demote a regular employee for cause provided that no employee will be demoted to any position for which the employee does not possess the minimum qualifications. A demotion means placement of an employee from one position to another position that has a lower maximum salary rate than the original position and less authority or responsibility. A demoted employee will receive a pay rate not to exceed the job rate for the position to which the employee is demoted. The employee will serve a probationary period in the new position and the date of demotion will become the new evaluation date for purposes of calculating wages and performance evaluations.

~~(i)~~(5) An appointing authority may dismiss a regular employee for cause. Health plan eligible, variable hour, seasonal, ~~non-benefitted~~, and probationary employees are employed at will and may be dismissed at any time, with or without cause. Dismiss means the separation of an employee from city employment.

~~(j)~~(c) An employee is not entitled to representation either during an investigation or through the administration of discipline.

(d) A regular employee may challenge discipline decisions through the processes set forth in article VI of this chapter.

Sec. 70-145. Non-discrimination and anti-harassment policy statement.

- (a) The ~~City of Arvada~~city is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in an atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. Therefore, the ~~City of Arvada~~city expects that all relationships among persons in the workplace will be businesslike and free of unlawful bias, prejudice, **discrimination, retaliation,** and harassment. Employees must report any concerns regarding harassment, **discrimination, or retaliation** to a ~~responsible~~ representative of city management **or the human resources department.**
- (b) Every employee must review and sign the city policy relating to anti-harassment and discrimination. All employees shall be required to attend regular anti-harassment and anti-discrimination training as established by the human resources department.

Sec. 70-146. Safety.

The city is committed to a safe work environment for all employees. An employee must report any unsafe practice or condition to ~~his/her~~their supervisor. If an employee is injured on the job, no matter how minor, ~~she/they~~ must immediately report the incident in writing to ~~his/her~~their supervisor ~~on designated forms.~~

Sec. 70-147. Violence in the workplace.

Acts of violence, intimidation, or aggression will not be tolerated in the workplace. Any instance of violence, intimidation, or aggression must be reported to the employee's supervisor, risk management, or to **the human resources department.**

Sec. 70-148. Medical and ~~psychological~~mental health exams. (fit for duty exams).

At any time for reasonable cause, the city may require an employee to undergo a medical and/or ~~psychological~~ **mental health** examination by a qualified designated professional to determine that the employee is able to perform the essential functions of the job. **Such exams will be conducted in accordance with a policy authorized by the City Manager.**

Sec. 70-149. Smoking.

Smoking, **to include vaping or e-cigarette products,** is prohibited in all city facilities, vehicles, and on all designated city property.

Sec. 70-150. Drugs and alcohol.

- (a) Working during or **immediately** after the use of alcohol, **marijuana,** a controlled substance, or abuse of any controlled substance is prohibited. **Working while under the influence of or impaired by alcohol, marijuana, or a controlled substance is also**

~~prohibited.~~ Furthermore, the possession, purchase, manufacture, dispensing,~~—or~~ consumption (use)), or sale of a controlled substance, ~~marijuana~~, or alcohol on city premises while conducting city business is prohibited. Authorized police employees, when such conduct is in the course of their assigned duties, may be excluded from this prohibition. Another exception is a city meeting or event in which the serving of alcohol is sanctioned by the city manager or appointing authority or where alcohol is served as part of the city operation. Under no circumstances should an employee drive under the influence or while impaired after leaving such an event. Employees required to take a legal prescription by a medical provider may do so. If such medication could impact an employees' safety or effectiveness, the employee must notify ~~his/her~~their supervisor.

- (b) Upon forming a reasonable suspicion, the city manager, an appointing authority, or a supervisor is authorized to order an employee to submit to a test for controlled substances, ~~marijuana~~, and/or alcohol at the city's expense in a manner selected by the city. A reasonable suspicion means a belief based on observed facts or behavior sufficient to lead a reasonably prudent person to suspect that an employee is under the influence or is impaired because of use of controlled substances, ~~marijuana~~, or ~~because of consumption of alcohol~~. Any employee refusing to submit to such a test or to consent to the release of the results of such test to the city is subject to disciplinary action.

Sec. 70-151. Computers, internet, e-mail, and voicemail.

- (a) Employees are responsible and accountable, in part, for the on-going integrity of the city's ~~computer~~information technology. Such systems include, but are not limited to, ~~computers~~, e-mail, ~~and~~voicemail, mobile devices, and any other similar technology systems. These systems are the property of the city and are intended for business use only. Therefore, the city expressly reserves the right to access any computer files, use of software, Internet usage, e-mail, ~~and~~chat messages, voicemail, ~~and other similar electronic data on a city-owned device or system~~. Although employees select individual passwords, employees should not assume that such ~~files are~~data is confidential. However, other than management~~—employees~~ acting on behalf of the city, employees should not attempt to gain access to another employee's computer, Internet, e-mail, ~~or~~voicemail, ~~or other similar account or device~~. Furthermore, an employee is prohibited from installing or connecting personal or non-business software or hardware without the express, written permission ~~offrom~~ the ~~director of~~chief information officer of the information technology department or their designee.

Sec. 70-152. Inspections.

- (a) The city reserves the right to conduct searches and inspections of any city~~—owned~~ property without notice. City~~—owned~~ property includes, but is not limited to, desks, file cabinets, books, bookshelves, hallways, ~~toolboxes~~toolboxes or bins, rooms, closets,

computers, ~~electronic mobile devices~~, storage areas, lockers, vehicles or vehicle compartments, or boxes of files. Personal locks are prohibited on city--owned lockers. Any employee who refuses to submit to a search may be subject to disciplinary action.

- (b) Upon forming a reasonable suspicion of wrongdoing or for work related non-investigatory reasons, an appointing authority, in consultation with human resources and the ~~legal department~~~~city attorney's office~~, is authorized to order a search of an employee's personal belongings located in or on city--owned property as described in subsection (a) of this section, as well as in or on any city owned parking areas: ~~to the extent allowed by law~~. A reasonable suspicion of wrongdoing means a belief based on observed facts or behavior sufficient to lead a reasonably prudent person to suspect an employee has taken custody, possession, or control of items of interest to the city in a personal belonging. An item of interest to the city shall include, but is not limited to: any item constituting contraband under the laws of the city, the United States or the State of Colorado, including unauthorized weapons, explosives, incendiary devices or material, poisons or hazardous or infectious substances, ~~narcotics, drugs, or similar~~~~any~~ controlled substances, and unauthorized possession of any property owned or leased by the city, including any items of personally owned by the city, cash, checks, credit or ~~charge~~~~debit~~ cards, files, ~~tickets or~~ summonses, books, manuals, written business records, computer records or work related files in any form of transportable medium, or any city computer record or file, including copies of source codes, owned by or licensed to the city for its workplace use.

Sec. 70-153. Solicitation.

Employees may not solicit any other employee during working time. The only exception is city sponsored activities or products. With the approval of the employee's appointing authority, an employee may place fund-raising information in a city break room or may post information on a designated electronic or physical bulletin board. The appointing authority reserves the right to refuse to post any item. Under no circumstances may an employee disturb the work of others to solicit, e-mail, or distribute literature to them during their working time, including fund-raising activities.

Sec. 70-154. Conflict of interest.

- (a) Employees have an obligation to refrain from activities which conflict or interfere with the city's operations such as, but not limited to, outside employment, sharing privileged ~~and/or~~ confidential information, outside business interests, and accepting gifts or gratuities.
- (b) An employee must seek written permission from ~~his/her department director~~~~the~~ ~~appointing authority~~ prior to engaging in secondary employment. Paid secondary

employment may be allowed as long as it in no way interferes with an employee's position or performance at the city. In addition, the secondary employer must not be a supplier of materials or contractor of services for the city if it creates a conflict of interest or an appearance of a conflict of interest.

- (c) An employee may not use plans, programs, or information of public interest for personal gain or to benefit friends, family, and/or acquaintances. If an employee has an outside interest which could be affected by any city plan or activity, the employee must report this immediately to his/her/their supervisor. Employees are responsible for ensuring that only information that is appropriate to share with the general public is released.
- (d) Outside business interests which would create a conflict of interest may include having a personal financial relationship with any individual or business organization, other than a regulated financial institution, that furnishes supplies, merchandise, property, or services to the city.
- (e) An employee may not accept gifts or gratuities from any individual or organization currently or proposed to do business with the city; however, unsolicited advertising or promotional items valued under \$50.00 may be retained by an employee and perishable items may be retained if they are made available to others. An employee may not accept items which are not business related, such as, but not limited to tickets to sporting or cultural events. This prohibition is not intended to apply to the purchase of a meal in a setting where the attendees are discussing city business, unless otherwise prohibited by departmental policies.
- (f) City employees may only solicit businesses for activities which benefit the community and/or which are approved by the city manager.

~~Secs. 70-155~~ **Sec. 70-155. Criminal charges and convictions during employment.**

- (a) Any employee, regardless of status, must report any of the following to the employee's appointing authority:
 - (1) any misdemeanor, drug misdemeanor, or felony charges pending against the employee regardless of the jurisdiction of the charge as soon as practicable but no later than seven days from incurring the charges; and
 - (2) any conviction or plea, including guilty and no contest pleas, to a misdemeanor or felony regardless of the jurisdiction of the charge as soon as practicable but no later than seven days from the date of conviction.
- (b) Notwithstanding the reporting duties stated in subsection (a), an employee has no duty or obligation to report a sealed conviction, pardoned conviction, or otherwise

vacated conviction. An employee also has no duty or obligation to report an arrest that does not result in charges.

(c) Failure to satisfy the reporting duties stated in subsection (a) may warrant disciplinary action in accordance with section 70-143.

(d) If an employee is charged with a class 1 misdemeanor as defined by C.R.S. §18-1.3-501 or the equivalent of such if in a jurisdiction outside of Colorado, or a felony, the employee's appointing authority may place the employee on a suspension without pay for the duration of the court proceedings regardless of the length of the proceedings. The proceedings are deemed to have ended upon the date the conviction is entered regardless of whether sentencing occurs that same date or at a later date. Should the employee be cleared of such charges against them, the employee will be reimbursed for any lost wages resulting from a suspension without pay.

(e) The city may consider any employee misconduct that is violative of any national, state, or local law a violation of these personnel rules if such misconduct interferes with the employee's performance of their job or undermines public trust in the integrity of the city. As such, the employee is also subject to discipline for the misconduct itself in accordance with section 70-143.~~Secs. 70-156—70-165. Reserved.~~

ARTICLE VI - EMPLOYER-EMPLOYEE RELATIONS

Sec. 70-166. Employee committee.

The city has established an employee committee for the purpose of enhancing communication for both the city manager and the city employees. Representatives to the employee committee are selected by ~~employees, which~~ **each department. Representatives** may meet monthly with the city manager or ~~his/her~~**their** designee. The city manager may periodically discuss with the employee committee any employee issues which the city manager deems ~~as~~ necessary to discuss with the committee. Employee committee members may ~~bring up~~ **use this meeting time to discuss** any issues or employee concerns ~~to be discussed~~ with the city manager **or their designee**. Representation on the committee will be established by the bylaws of the committee. The employee committee may collect and expend funds for sanctioned activities **and events** related to employee recognition, activities that benefit employees, ~~and~~ or community service.

Sec. 70-167. Open door philosophy.

The city has an open door philosophy. An employee may discuss any business related matter with ~~his/her~~**the employee's** department supervisor ~~and/or~~ management, where appropriate. Employees are encouraged to bring issues, suggestions, concerns to their management in as timely a manner as possible using the guidelines listed below.

Sec. 70-168. Internal complaint and grievance procedures.

- ~~(a) There are formal complaint procedures available in certain situations.¶~~
- (a) The city has two methods by which an employee may file a formal complaint: the internal complaint resolution process and the internal grievance procedure.
- (b) The city's complaint resolution process, detailed in section 70-168.1, applies in the following situations when an employee has a complaint regarding a specific situation relating to:
- (1) Working conditions, working practices, or health or safety practices;
 - (2) Decisions made pursuant to department or city policies;
 - (3) A reprimand that does not involve a suspension without pay, disciplinary fine, step reduction in pay, or demotion; or
 - (4) Performance appraisal concerns.
- (c) The city's grievance process, detailed in section 70-168.2, applies in the following situations:¶
- ~~(1) If the~~when an employee:
- (1) believes the city has not followed any article and section of the personnel rules, or policies; or
 - (2) ~~If the employee~~ believes the city is not providing the employee with the wage, salary, or benefits to which the employee is entitled because of his/hertheir position.

Sec. 70-168.1. Complaint resolution process.

- (a) ~~In situations where~~If an employee has a complaint regarding a specific incident arising from a ~~working condition or practice, a decision made pursuant to a department or city policy, a reprimand that does not involve a suspension without pay, disciplinary fine, demotion, or performance appraisal concerns, and wishes to formally complain, then,~~situation described in section 70-168(b), the employee ~~must follow~~may file a formal complaint by following the city'scity's complaint resolution process as listed:stated below.
- (1) *Step 1.* The employee should first attempt to resolve the issue(s) by discussing it with their immediate supervisor within ten ~~calendar~~ days of the event at issue.

- (2) *Step 2.* If the situation is not resolved within ten ~~calendar~~ days from the time the complaint is discussed with the employee's immediate supervisor, barring extenuating circumstances, it should be brought to the attention of the next level supervisor with written documentation. That supervisor has ten ~~calendar~~ days to respond to the employee in writing.

~~Step (3)~~ *Step 3.* This process may be repeated with each higher level of management including the employee's department director. This is the final step for performance appraisal concerns or a concern involving a reprimand that does not involve a suspension without pay, ~~disciplinary fine,~~ or demotion. For performance appraisal concerns or a concern involving a reprimand that does not involve a suspension without pay, ~~disciplinary fine,~~ or demotion, the decision of the department director is final in this administrative process.

- (4) *Step 4.* If the employee is not satisfied with the department director's decision regarding a complaint about working conditions ~~or,~~ working practices, health or safety practices, or decisions made pursuant to department or city policies, the employee has ten ~~calendar~~ days from receipt of the department director's decision to bring the issue to the city manager with written documentation.

- (b) The city manager will respond to the employee within 20 ~~calendar~~ days, barring extenuating circumstances. The decision of the city manager is final in this administrative process.
- (c) If the employee's immediate supervisor, manager, or ~~the~~ department director fails to respond to a complaint at any step of the process within the specified time limit, it will be considered a denial of the complaint. If the employee **still** wishes to proceed, the employee must proceed to the next step of the complaint resolution process within the time limits provided as if a formal denial had been rendered on the last day allowed for the supervisor, manager, or department director to respond. In the event the employee does not appeal a complaint from one step to the next step within the time limits specified, the complaint shall be considered resolved on the basis of the last response by the immediate supervisor, manager, or department director, as the case may be. With the agreement of both parties, time limits may be extended.
- (d) The city will not permit retaliation **or discrimination** against anyone who raises a complaint under this process.

Sec. 70-168.2. Grievance procedure.

- (a) If ~~the an~~ employee ~~believes that any article and~~ **has a grievance about the topics stated in** section ~~of the personnel rules has not been followed by the city, or that the city is not~~

providing 70-168(c), the employee with the wage, salary, or benefits to which the employee is entitled because of his/her position, s/he may file a grievance. The by following steps shall be followed in filing at the city's grievance: procedure stated below.

- (1) *Step 1.* The employee will communicate the grievance in writing, including within ten days of the occurrence giving rise to the grievance. The grievance must include the article and section of the personnel rules which s/he the employee believes the city has not followed, with his/her and the name of the employee's immediate supervisor and division department manager, if applicable, within ten calendar days of the occurrence giving rise to the grievance. The supervisor has ten calendar days to respond to the grievance after its receipt.
- (2) *Step 2.* If Step 1 does not resolve the matter and the employee wishes to pursue continue pursuit of the grievance, the employee must file a written grievance with the employee's department director and transmit copies to the director of human resources within ten calendar days of the Step 1 decision response. The department director will respond in writing within ten calendar days of receipt of the employee's written grievance. The director of human resources is not required to respond at this Step 2.
- (3) *Step 3.* If Step 2 does not resolve the grievance and the employee wishes to proceed with the grievance, the employee must file the following information with the city manager and the director of human resources within ten calendar days of receipt of the department director's written response:
 - (i) A copy of the written grievance;
 - (ii) The response from the department director; and
 - (iii) A request that the city manager appoint a grievance advisory committee.
- (b) — (4) *Step 4.* The city manager will review the submission of materials submitted by the employee in Step 3.
 - (i) The city manager, in their sole discretion, may appoint a grievance advisory committee consisting of three members who will investigate the grievance and submit findings and recommendations to the city manager. One member will be selected by the employee committee, one member will be appointed by the city manager, and those two members will select a third city employee to serve on as the third member of the grievance advisory committee. If, however, the two members are unable to agree on the third member or the employee committee fails to appoint a member

within seven ~~calendar~~ days from receipt of notice from the city manager, the vacant position will be appointed by the city manager.

- (~~e~~)~~-ii~~) After the final member has been appointed, the grievance advisory committee has 30 ~~calendar days within which~~ to review ~~the submitted grievance~~ and ~~then~~ submit its findings and recommendations to the city manager. The committee expires with the submission of its findings and recommendations to the city manager. The grievance advisory committee may conduct interviews, review documents, and pursue any information they believe necessary in the course of their review.▪
- (iii) If the city manager chooses not to appoint a grievance advisory committee, ~~s/he~~the city manager may move forward with rendering a decision based on ~~his/her~~their analysis of the situation. The city manager may conduct interviews, review documents, and pursue any information ~~s/he believes~~they believe necessary in the course of ~~his/her~~their review.
- (~~d~~)~~-iv~~) The city manager will render a decision within 30 ~~calendar~~ days from the date the grievance advisory committee submits its findings and recommendations▪ or 45 days from the date the employee submitted the information in Step 3 to the city manager if the city manager elects not to appoint a grievance advisory committee. The decision of the city manager is final in this administrative process.
- (~~e~~)b) If the employee's immediate supervisor or the department director fails to respond to a grievance at any step of the procedure within the specified time limit, it will be considered denial of the grievance. If the employee wishes to proceed, the employee must appeal to the next step of the grievance procedure within the time limits provided as if a formal denial had been rendered on the last day allowed for the city to respond. In the event the employee does not appeal a grievance from one step to the next step within the time limits specified, the grievance shall be considered resolved on the basis of the last response by the immediate supervisor or department director, as the case may be. With the agreement of both parties, time limits may be extended.
- (~~f~~)~~-c~~) An email shall constitute a writing for the purposes of this section.
- (d) The city will not permit retaliation or discrimination against anyone who follows this grievance process.

Sec. 70-169. Pre-disciplinary administrative meeting.

Before a regular employee is suspended without pay, ~~given a disciplinary fine,~~ demoted, or dismissed, the employee's appointing authority shall provide the employee with a written statement describing the reason ~~or reasons(s)~~ for such proposed ~~suspension without pay, disciplinary fine, demotion, or dismissal~~ **action**. Prior to the effective date of such proposed ~~suspension without pay, disciplinary fine, demotion, or dismissal~~ **action**, the appointing authority shall provide the employee with an opportunity to be heard and to respond to the reason ~~or reasons(s)~~ for such proposed ~~suspension without pay, disciplinary fine, demotion, or dismissal~~ **action**.

Sec. 70-170. Administrative review.

- (a) Any regular employee may request an administrative review of the following:
 - (1) A suspension without pay; ~~or~~
 - (2) A ~~disciplinary fine, or~~
 - (3) ~~A demotion; or~~
 - (43) A dismissal from employment.
- (b) Any regular employee may request in writing an administrative review of a suspension without pay, ~~disciplinary fine,~~ demotion, or dismissal imposed by an appointing authority against such employee. This request must be submitted to the director of human resources within ten ~~calendar~~ days from the effective date of the disciplinary action.
- (c) Unless otherwise authorized by the appointing authority imposing a disciplinary action, a request for an administrative review of a disciplinary action by an employee will not stay or postpone the effective date of such disciplinary action.
- (d) Within ten ~~calendar~~ days from receipt of the written request, the director of human resources will set a time, day, and place for the administrative review. The administrative review shall be held within 90 ~~calendar~~ days from the date of receipt of the written request for said review.
- (e) The city manager shall appoint a hearing officer to conduct the administrative review in accordance with the provisions relating to administrative hearings as set forth in chapter 2 of the ~~City Code~~ **city code**. The decision of the hearing officer is final, unless it is appealed to the city manager in the manner hereinafter provided.

Sec. 70-170.1. Appeal of administrative review.

- (a) Within ten ~~calendar~~ days of the hearing officer's decision, either the employee or the appointing authority may appeal the decision of the hearing officer to the city manager. Such appeal must be in writing and must state the reason or reasons upon which such appeal is made.
- (b) When considering an appeal, the city manager or designee may exercise ~~his/her~~their option to perform any of the following: conduct an in-depth administrative review in accordance with the provisions relating to administrative hearings as set forth in chapter 2 of the ~~City Code~~city code; conduct additional proceedings to supplement the record; or the city manager or designee may read the record and consider the evidence of the administrative review conducted by the hearing officer.
- (c) The city manager or ~~his/her~~their designee is authorized to decide as follows:
 - (1) To uphold the decision of the hearing officer;
 - (2) To uphold the disciplinary action imposed by the appointing authority;
 - (3) To overrule the disciplinary action imposed by the appointing authority; or
 - (4) To impose a different form of discipline upon the employee than the discipline imposed by the appointing authority.
- (d) In the event that the city manager or ~~his/her~~their designee ~~shall have been~~was the appointing authority in the administration of discipline pursuant to this article, then, and for the purpose of appeal of an administrative review as provided in this section, the city manager may designate a third party ~~either within or outside the city~~, not otherwise a participant in the disciplinary action imposed or any appeal thereof, to hear the appeal of a decision of the administrative hearing officer. The city manager's designation shall be made in writing by written memorandum from the city manager to the city clerk. Any person designated to hear an appeal from the decision of an administrative hearing officer pursuant to this article shall be empowered to hear such appeal and render a decision in the same manner as would the city manager.
- (e) The decision of the city manager or ~~his/her~~their designee is final for the purpose of judicial review.

Secs. 70-171—70-181. Reserved.

ARTICLE VII - SEPARATION AND TERMINATION OF EMPLOYMENT

Sec. 70-182. Resignation.

Regular and probationary employees are requested to give the appointing authority at least 14 calendar days' prior notice, unless the appointing authority agrees to permit a lesser period of time. A written resignation giving the reasons for leaving shall be submitted by the employee to the appointing authority. The appointing authority will forward the resignation to the human resources department. A resignation may be approved verbally by the employee's immediate supervisor when deemed to be in the best interests of the city. The supervisor must document the discussion and submit it to the human resources department within 24 hours of the discussion.

Sec. 70-183. Retirement.

An employee meeting the retirement eligibility requirements of ~~his/her pension~~ **their retirement** plan may choose to retire from employment at the ~~City of Arvada.~~ **city.** It is the employee's responsibility to notify ~~his/her~~ **their** supervisor and the human resources department when ~~s/he~~ **is/they are** contemplating retirement. A 30-day written notice is requested. Upon being qualified under the employee's respective ~~pension~~ retirement plan, ~~s/he~~ **the** employee may be eligible for retirement health benefits as described ~~below~~ **in the following sections.**

Sec. 70-184. Last day of employment.

- (a) The last effective date of employment is the date of the employee's last **physical** day of work. Exceptions may be made for good business reasons by the director of human resources. Payment for eligible accrued leaves and other termination pay, if any, is paid on the next regularly scheduled ~~pay day.~~ ~~On or before the employee's last day of work, all city property must be returned to the employee's department.~~ **payday.** An employee retiring from the city or leaving employment due to a layoff or reduction in force may use ~~his/her~~ **their** vacation leave accruals to extend ~~his/her~~ **their** last day of employment. A retiring employee may only extend ~~his/her~~ **their** last day of employment by the amount of vacation leave accruals ~~s/he has~~ **they have** on the day ~~s/he gives~~ **they give** notice to the city. An employee subject to a layoff or reduction in force may only extend ~~his/her~~ **their** last day of employment by the amount of vacation leave accruals ~~s/he has~~ **they have** on the day ~~s/he~~ **is/they are** given official notice of ~~his/her~~ **their** position being eliminated. Retiring employees and those subject to layoff or reduction in force extending ~~his/her~~ **their** last day in this manner will no longer receive any car allowance, assignment pay, ~~and/or~~ shift differential after ~~his/her~~ **their** last day of work.
- (b) ~~On or before the employee's last day of work, all city property must be returned to the employee's department. Failure to return city property can result in a deduction in pay. If an employee fails to return any city property, and the manager wishes to deduct the value of the property from the employee's final paycheck, the manager must first provide written notice to the employee within ten days after employment terminates, informing the employee that the property was not returned; the replacement value of the property; and date when the property was provided to the employee. If not returned within 14 days from~~

the date the notice is provided to the employee, the city may deduct the value from the employee's final paycheck. If the employee subsequently returns the property within 14 days of the deduction of their wages, the city must then repay the employee within 14 days of the receipt of the returned property.

Sec. 70-185. Retirement health benefits.

- (a) The city may offer health insurance coverage to employees who retire from employment. The city does not guarantee that a health benefit plan will continue to be available. The city reserves the right to modify any health benefit plan, and to end a health benefit plan for any employee, retiree, or dependent.
- ~~(b) A total of 21 former employees and their covered dependants and a spouse of a deceased former employee who retired prior to May 21, 2002, and are or were members of the police pension fund, participants in the ICMA Retirement Corporation, participants in the police money purchase retirement plan, or participants in the City of Arvada Retirement Plan are eligible to continue to receive benefits under a city sponsored health benefit plan, so long as the city, after the exercise of reasonable diligence, is able to procure a retiree health benefit plan for retirees and employees as the city's health benefit plan; provided, however, that such retiree shall do all of the following:¶¶~~
 - ~~(1) Promptly pay the full cost of premiums established by the city under such plan;¶¶~~
 - ~~(2) Be eligible for such benefits only until the retiree attains age 65 or until such person becomes Medicare eligible, whichever is later;¶¶~~
 - ~~(3) Complete and file necessary enrollment forms within the time prescribed by the city;¶¶~~
 - ~~(4) In the event the retiree is eligible for coverage under a health plan sponsored by an employer employing the retiree full time, s/he will no longer be eligible for the City of Arvada's health plan;¶¶~~
 - ~~(5) Must remain in the service area of the health benefit plan to be eligible; and¶¶~~
 - ~~(6) Attest that the retiree meets all conditions set forth in the ordinance establishing this benefit.¶¶~~
- (c)(b) In the event a retiree elects not to participate in a health benefit plan, such retiree shall not be permitted to re-join the health benefit plan at a later date. The retiree shall not be permitted to change coverage from single to dependent plus one or family coverage. ~~S/he~~**The retiree** may remove dependents from coverage. In the event a decision is made to procure a health benefit plan for retirees which is separate from the health benefit plan

procured for employees, the maximum premium cost for retirees for single or family coverage shall be no more than 150 percent of the full cost for single or family coverage of the employees' plan.

- (d) ~~The city does not guarantee that a health benefit plan for any employee who retires later than May 21, 2002, will continue to be available. The city reserves the right to modify any health benefit plan and to end a health benefit plan for any employee who retires later than May 21, 2002.~~

Sec. 70-186. Layoffs and reductions in force.

- (a) In the event the city must reduce the ~~work force~~workforce for any reason, as determined by the city, employees may be laid off.
- (b) In the event of a layoff, a reduction in force (RIF) ~~is~~will be limited to the department within which layoffs take place. The primary factors to be used in determining which employees are affected by the RIF are the individual employee's skill and ability to perform ~~his/her~~their job and veteran's preference according to state law. In those positions in which employees possess differing skills and abilities, the city will retain the employee who is more capable of performing the job, regardless of seniority. Among the factors to be considered in evaluating employee skill and ability are performance appraisals, disciplinary actions, and related information or references to such information filed in employee personnel files within the human resources department or the ~~supervisor's~~supervisor's file. Such determination will be made by the department's management with agreement from human resources and legal. In situations in which incumbents' skills and abilities are relatively equal, seniority will determine the order in which employees are affected by ~~an~~a RIF. Seniority will be calculated based upon an employee's date of hire as a benefitted employee. Date of hire is the date on which a regular or probationary employee began employment with the city, and which is used to calculate eligibility and accruals for sick leave, vacation leave, pension vesting, and longevity pay.
- (c) When only one individual has a particular job title, and the service or program provided by that individual is a service or program that has been eliminated as part of the RIF, that individual's position will also be eliminated.
- (d) An appointing authority may, with the approval of the city manager, elect either to reduce the total working hours of employees or reduce the level of payment and responsibility of the current classification, or both, in order to minimize the effect of general layoffs as determined by the operational needs of the city.

- (e) Employees who have been promoted, but who are serving a probationary period at the time of ~~an~~ RIF, shall be considered to hold the position in the highest classification in which they have completed the probationary period.

Sec. 70-186.1. Notice and preliminary administrative hearing.

- (a) Regular employees laid off ~~pursuant to section 70-186~~ will be given written notice not less than two weeks in advance of the effective date of such separation, or the employee will be paid severance pay for two weeks in the absence of such written notice.
- (b) Prior to the effective date of separation, the appointing authority shall provide the employee with an opportunity to be heard and respond to the layoff.

Sec. 70-186.2. ~~Recall~~Rehire status.

~~Employees, other than probationary employees, who are separated by layoff are entitled to recall status and will be placed on an eligibility list apply for future job vacancies in the same classification, without exam. An employee is eligible to be recalled manner as an internal candidate for up to one year from the date of the layoff. An employee recalled Employees rehired after 180 calendar days shall be required to serve a regular probationary period. His/her prior years of service will count toward his/her seniority for all city benefits except the pension plan. For pension plan participation and vesting, the pension plan document will govern layoff will be rehired pursuant to section 70-39.~~

Sec. 70-187. Medical inability to perform.

- (a) An employee may be dismissed for disability or inability when the employee cannot perform the essential functions of the position due to physical or mental impairment. Separation from employment for such reasons shall not be deemed disciplinary and shall be recorded as a medical separation. Employees may be required to submit to a physical or mental examination ~~if they suffer from ailments or conditions which cause or may cause problems to the employee or other employees if not attended to, or if the employee's leave accumulations are continuously used for illnesses.~~ ~~in accordance with a policy established by the city manager. .~~ Such ~~exam~~examination(s) will be conducted by a ~~physician~~medical provider selected and paid for by the city. ~~The employee may be subject to disciplinary action for refusing to submit to the examination.~~
- (b) If treatment is recommended to remedy or alleviate the situation and the employee does not submit to such treatment within required schedules, or if the treatment cannot be completed within a reasonable timeframe, the employee may be dismissed due to the disability. The city will determine what constitutes a reasonable timeframe based on the business needs of the city.

Sec. 70-188. Severance pay.

If the city manager determines that it is in the best interest of the city, ~~s/he~~ they may authorize severance pay or benefits to any employee who terminates or separates from city employment for any reason.”



REPORT FROM CITY COUNCIL

AGENDA ITEM
12.A.

DATE: October 16, 2023

SUBJECT: Council Committee Reports

Report in Brief

City Council members are appointed to various committees and boards as set out on the attached listing. As meetings are held, individual council members will report back to the full City Council any relevant discussions and issues that occurred.

Prepared by:
Chris Koch, CCO Admin

Marc Williams	Arvada Municipal Court/Judicial Committee Arvada City Attorney Committee Arvada Urban Renewal Authority E-470 Authority (alternate) Jefferson Parkway Public Highway Authority Northwest Parkway Authority (Associate Member) (alternate) Urban Drainage and Flood Control District West Connect Coalition *Metro Mayors Caucus
Bob Fifer	Adams County Regional Economic Partnership (ACREP) Apex Coordinating Committee Arvada City Attorney Committee Arvada Transportation Committee Denver Regional Council of Governments (Alternate) Jefferson County R-1 Schools Coordinating Committee Jeffco Transportation Action & Advisory Group (JEFFTAAG) Smart City Advisory Committee
David Jones	E-470 Authority (alternate) Jefferson County Community Corrections Board Jefferson County R-1 Schools Coordinating Committee Jefferson Economic Development Council (JEDC) Jefferson Parkway Public Highway Authority Northwest Parkway Authority (Associate Member) (alternate) West Connect Coalition (alternate)

SUBJECT: Council Committee Reports	PAGE: 2 ITEM: 12.A.
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John Marriott	Adams County Regional Economic Partnership (ACREP) (alternate) Apex Coordinating Committee Arvada Economic Development Association Board Arvada Municipal Court/Judicial Committee Arvada Parks Advisory Committee Arvada Visitors Center Committee (alternate) CML Policy Committee Olde Town Business Improvement (BID) District Rocky Mountain Metropolitan Airport Community Noise Roundtable
Randy Moorman	Arvada Audit Committee Arvada Sustainability Advisory Committee CML Policy Committee Rocky Flats Stewardship Council
Lauren Simpson	Arvada Audit Committee Arvada Center for the Arts and Humanities Arvada Fire Protection District Coordinating Committee Arvada Visitors Center Committee Olde Town Business Improvement (BID) District (alternate)
Lisa Smith	Arvada Chamber of Commerce Government Affairs Committee Arvada Fire Protection District Coordinating Committee Denver Regional Council of Governments Jefferson County Community Corrections Board (alternate) Jeffco Transportation Action & Advisory Group (JEFFTAAG) (alternate) Smart City Advisory Committee

*asterisked committees are not appointed by Council



REPORT TO CITY COUNCIL

AGENDA ITEM
13.A.

TO: THE HONORABLE CITY COUNCIL

DATE: October 16, 2023

SUBJECT: Review of Future Workshops and Presentations

Report in Brief

The City Manager's Office maintains a list of upcoming workshops and presentations to be scheduled for City Council meetings. During City Manager Reports, at the end of City Council business meetings, City Manager, Lorie Gillis, will review with City Council the tentative schedule and make any adjustments necessary.

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Rachel Morris, City Attorney 9/25/2023

Lorie Gillis, City Manager 9/28/2023

Enclosure, exhibits & attachments required to support the report

2023/2024 CITY COUNCIL WORKSHOPS, STUDY SESSIONS, PRESENTATIONS AND RETREATS (TENTATIVE)

WORKSHOPS	Date	Lead
Bond Project Update Public Works will provide the City Council with an update on the bond projects for streets and utilities. There are two street projects. The first project is Ralston Road Phase 2 (Yukon Street to Garrison Street). The second project is W. 72nd Avenue (Swadley Court to Kipling Street). The utility bonds were issued in December 2022 and an update on the spending plan for each fund will be presented.	Dec 11	PW
Infrastructure Annual Report	Dec 11	Utilities/PW
2024		
Sustainability @ Business meeting The Arvada Sustainability Division will provide the City Council with an overview of division projects since the inception of the program in January 2023. The workshop will highlight achievements from 2023 and provide a vision for the future of Arvada Sustainability, with a focus on upcoming city-wide sustainability and climate action planning efforts.	Jan 22	
Athletic Field Programming @Business meeting Arvada Parks will provide the City Council with an update on the City's Athletic Field Programming Program. The workshop will include a review of program performance since the program began in 2022. A draft business plan, including policy recommendations and program performance indicators, will be presented at the workshop.	Jan 22	VCN
Traffic Calming	Jan 29	PW
Community Engagement	Mar 4	CMO
Strategic Plan	Mar 4	CMO
PRESENTATIONS		
STUDY SESSIONS		
BID and Chamber funding	TBD	
WORKSHOP TBD's		
Community Survey	TBD	
Water Infrastructure for Fire Protection	TBD	Utilities
Smart Meters Update	TBD	Utilities
Capital Campaign Update and strategy discussion	TBD	
Budget and Fiscal Policy Update	TBD	Fin
Financial resiliency recommendations Provide City Council an update on the OSE's SR9: By 12/2024 based on long-term financial projections and updated master plans, develop financial resiliency recommendations to ensure adequate and ongoing investment in city infrastructure and core services. This workshop will present the summary of long range unfunded needs by work systems. Next Steps will be [M9B] By 12/2023 develop a city-wide consolidated level of service summary. [M9C] By 12/2023 prepare an exhaustive list of funding source opportunities for closing identified infrastructure and core service funding gaps.	TBD	Fin
Fleet Electrification	TBD	Utilities
Council Retreat Update	TBD	CMO
Pre-Sentencing/One Small Step	TBD	Courts
Meyers Pool Provide City Council an update on the VCN's SR3: By 12/2025 develop a maintenance and	TBD	CMO

reinvestment plan to ensure a sustainable, resilient and beautiful community of parks, trails, open space and medians in alignment with our diverse, changing and growing community and VCN's SR3 Milestone [M3H] By 7/2024 replace Meyer's Pool with a new 50 meter natatorium.		
Financial Scenarios for Street Maintenance Deficit/Options for Increasing Maintenance Funds Engage City Council in a discussion around the current street maintenance needs and how the City might fund them. This will include revenue enhancements, future allocations and expenditure realignments.	TBD	PW/Fin/ CMO
Fiber Master Plan The Fiber Master Plan which is also called Arvada Fiber Optic Network (AFON), was first presented to City Council 4/10/2017. City Councils had set a strategic goal to build a fiber network to enable high speed/real-time connectivity to city facilities and assets in order to enhance city operations. This workshop is intended to brief City Council as to the progress of the AFON build out. Updates are intended to cover conduit installation progress, fiber installation progress, current co-locate opportunities, IGA member updates, and connections to current assets (city buildings, traffic, signals, utilities, radio, etc.).	TBD	PW
Problem Properties	TBD	P.D.
Activation of Historical Assets	TBD	VCN
Customer Service Philosophy	TBD	CMO
Ask Arvada Update	TBD	CMO
COUNCIL JOINT MEETINGS/DINNERS:		
Denver Water Board Apex Board AURA Board Arvada Center Board—Per Coop Agreement - Annually after October 1 of each year Jefferson Parkway Meeting with Jeffco and Broomfield Council Annual Retreat		