



City of Arvada

City Council Agenda

NOVEMBER 18, 2024
CITY COUNCIL CHAMBERS
Regular Business

Councilmembers:

Lauren Simpson, Mayor
Randy Moorman, Mayor Pro-Tem
Shawna Ambrose, District 2
Sharon Davis, At large
Bob Fifer, District 4
John Marriott, District 3
Vacant, At large

Staff Members Usually Present:

Linda Haley, Acting 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
Ryan Stevenson, Director of Vibrant Community & Neighborhoods
Rachael Kuroiwa, Director of Communications & Engagement
Ed Brady, Chief of Police
Kristen Rush, City Clerk

Info: 720-898-7550

THIRD FLOOR CONFERENCE ROOM
EXECUTIVE SESSION
5:00 P.M.

Legal Advice Pursuant to CRS 24-6-402(4)(b) and Instructions to Negotiators Pursuant to CRS 24-6-402(4)(e)
Relating to Mountain Shadows Metropolitan District Request for Consent to Impose Fees

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 Davis
3. Roll Call of Councilmembers
4. Approval of Minutes
 - A. November 4, 2024 City Council Meeting
5. Recognitions and Communications
 - A. Proclamation for Small Business Saturday - Presented by Councilmember Marriott
 - B. Proclamation for Colorado Crash Responder Safety Week - Presented by Councilmember Fifer
6. Presentations
 - A. 3rd Quarter Financial Presentation
7. Public Comment on Issues not Scheduled on Agenda - Three Minute Limit

8. New Business

A. Consent Agenda

1. R24-118, A Resolution Accepting an Annexation Petition Concerning Colorado Department of Transportation (CDOT) Coal Creek Maintenance Yard, a Parcel of Land Approximately Located on the South Side of State Highway 72 Between Canyon Pines Drive and Plainview Road, in the City of Arvada, County of Jefferson, State of Colorado, Finding said Petition Substantially Compliant with C.R.S. 31-12-107(1), and Setting a Public Hearing for January 6, 2025, 6:15 p.m. for City Council to Determine Whether the Area Meets the Requirements of C.R.S. 31-12-104 and 105, and is Considered Eligible for Annexation
2. R24-119, A Resolution Authorizing an Agreement Between the City of Arvada and Winn-Marion Barber, LLC for Goods and Services Relating to Electric Vehicle Chargers Supply, Installation, Maintenance and Repair in an Amount not to Exceed \$838,948.06

B. Resolutions

1. R24-120, A Resolution Authorizing a Loan Agreement Between the City of Arvada and the Arvada Urban Renewal Authority for Loans in the Amount of \$12,000,000.00 to Support Projects in the Ralston Fields Urban Renewal Area (Presenter: Bryan Archer, Director of Finance)
2. R24-121, A Resolution Authorizing an Intergovernmental Agreement between the City of Edgewater and the City of Arvada for the Secondment of an Arvada Employee to the Edgewater Police Department (Presenter: Aaron Jacks, Sr. Asst. City Attorney)
3. R24-122, A Resolution Adopting Policy No. 100.3 - Council Vacancies Into the City Council Policy Manual (Presenter: Rachel Morris, City Attorney)

C. Ordinances (First Reading)

1. CB24-018, An Ordinance Annexing Certain Land into the City of Arvada for Colorado Department of Transportation (CDOT) Coal Creek Maintenance Yard, a Parcel of Land Approximately Located on the Southside of State Highway 72 between Canyon Pines Drive and Plainview Road, in the City of Arvada, County of Jefferson and State of Colorado (Public Hearing to be set for January 6, 2025 at 6:15 p.m.)
2. CB24-019, An Ordinance Rezoning Certain Land within the City of Arvada from Jefferson County A-1 (Agriculture-One) to City of Arvada OS (Open Space) and Amending the Official Zoning Maps of the City of Arvada, Colorado for the Colorado Department of Transportation (CDOT) Coal Creek Maintenance Yard, Approximately Located on the Southside of State Highway 72 between Canyon Pines Drive and Plainview Road (Public Hearing to be set for January 6, 2025 at 6:15 p.m.)

9. Other

10. Public Hearings - 6:15 PM

- A. CB24-017, An Ordinance Authorizing a Withdrawal Agreement Between the City and County of Broomfield, the Board of County Commissioners of Jefferson County, Colorado, the City of Arvada, and the Jefferson Parkway Public Highway Authority (Ordinance No. 4883) (Presenter: Rachel Morris, City Attorney)

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 NOVEMBER 4, 2024

1. Call to Order - 6:10 p.m.

This Arvada City Council meeting was a hybrid meeting using webinar technology. Mayor Simpson, Mayor Pro Tem Moorman, Councilmember Ambrose, Councilmember Davis, Councilmember Feret, Councilmember Fifer and Councilmember Marriott 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 Lauren Simpson, Mayor Pro Tem Randy Moorman, Councilmember Shawna Ambrose, Councilmember Sharon Davis, Councilmember Lisa Feret, Councilmember Bob Fifer, Councilmember John Marriott

Also Present: Linda Haley, Interim Manager; Rachel Morris, City Attorney; Don Wick, Deputy City Manager; Bryan Archer, Director of Finance; Jessica Garner, Director of Community and Economic Development; Ryan Stevenson, Director of Vibrant Communities and Neighborhoods, Katie Patterson, Communications Manager, Infrastructure; and Kristen Rush, City Clerk.

4. Approval of Minutes – October 7, 2024

The minutes stand approved.

5. Recognition and Communication –

A. Proclamation for Native American Heritage Month - Presented by Mayor Simpson

Mayor Simpson read the proclamation and said that City Council Proclaims November Native American Heritage Month.

6. Presentations –

1. Presentation of Checks from Arvada Vitality Alliance to Arvada PD and Arvada Fire

7. Public Comment –

1. Judy Sedustine, Arvada resident, addressed council regarding the property on W. 60th Ave
2. Jettie Krantz, Arvada resident, addressed council regarding the 2024 Community Survey
3. Monique Lani, Arvada resident, addressed council regarding the use of the Early College of Arvada building
4. Richard Parks, Arvada resident, addressed council in opposition to a Navigation Center
5. Tiffany Munoz, Arvada resident, addressed council regarding the December 7 Study Session

6. Karen DeAgrero, Arvada resident, addressed council regarding the use of the Early College of Arvada building.
7. Robert Kranz, Arvada resident, addressed council in opposition to a Navigation Center.
8. Robin Wall, Arvada resident, addressed council in opposition to a Navigation Center.
9. Dixie Ice, Arvada resident, addressed council in opposition to a Navigation Center in Arlington Meadows.

8. New Business

A. Consent Agenda – None

B. Resolutions –

1. R24-115 A Resolution Deleting and Reenacting Policy No. 300.1 - Expense Reimbursement of the City Council Policy Manual

Rachel Morris, City Attorney, reviewed this resolution with council.

Councilmember Feret moved that R24-115, A Resolution Deleting and Reenacting Policy No. 300.1 - Expense Reimbursement of the City Council Policy Manual, be approved.

The following votes were cast on the Motion:

Those voting Yes: Simpson, Moorman, Ambrose, Davis, Feret, Fifer, Marriott
The Motion was Approved

2. R24-116 A Resolution Adopting Policy No. 100.3 - Council Vacancies Into the City Council Policy Manual

Rachel Morris, City Attorney, reviewed this resolution with council.

Councilmember Feret requested to be recused from the vote

The following votes were cast on the Motion:

Those voting Yes: Simpson, Moorman, Ambrose, Davis, Fifer, Marriott
Those Abstaining: Feret
The Motion was Approved

Councilmember Ambrose moved that R24-116, A Resolution Adopting Policy No. 100.3 - Council Vacancies Into the City Council Policy Manual, be approved.

The following votes were cast on the Motion:

Those voting Yes: Ambrose
Those Abstaining: Feret
Those voting No: Simpson, Moorman, Fifer, Marriott, Davis
The Motion Failed

C. Ordinances (First Reading) – None

9. Other – None

10. Public Hearings –

A. Resolution No. R24-117, A Resolution by the City Council for the City of Arvada, Colorado to Amend the 2014 Arvada Comprehensive Plan Land Use Designation Pertaining to 6800 Kilmer RV Storage from Mixed Use; Residential Emphasis to Industrial/Office

Mayor Simpson opened the public hearing on R24-117.

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

Councilmember Davis stated that she was in the area recently and looked at the sight.

Sworn Testimony:

- Scott Clark, representing applicant
- Eva Mather, representing applicant
- Brent Anderson, representing applicant
- Jay Smolen, Arvada resident, in opposition
- Rich Bohling, Arvada resident, in opposition
- Alicia Svaldi, Arvada resident, in support
- Rick Simms, Arvada resident, representing Friends of Ralston Creek, in opposition
- Sharon McCarthy, Arvada resident, in opposition
- Victoria Baker, Arvada resident, in opposition
- Brian Glover, Arvada resident, in opposition
- Mike Rawluk, Golden resident, in opposition
- Elaine Fitzgerald, Arvada resident, in opposition
- Ed Youalc, Arvada resident, in opposition
- Suzanne Grandchamp, Arvada resident, in opposition
- Deborah Gander, Arvada resident, in opposition
- Erik Mathys, Arvada resident, in opposition
- Tony Rawluk, Arvada resident, in opposition
- Jed Snow, Arvada resident, in opposition
- Karen Gerbatsch, Arvada resident, in opposition
- Reiner Gerbatsch, Arvada resident, in opposition
- Gina Hallisey, Arvada resident, in opposition
- Jordan Green, Arvada resident, in opposition

Did not speak, but wanted their name entered in the record, in opposition:

Katharina Kula
Johann Kula

Councilmember Fifer moved that R24-117, A Resolution by the City Council for the City of Arvada, Colorado to Amend the 2014 Arvada Comprehensive Plan Land Use Designation Pertaining to 6800 Kilmer RV Storage from Mixed Use; Residential Emphasis to Industrial/Office, be denied.

The following votes were cast on the Motion:

Those voting Yes: Simpson, Moorman, Ambrose, Davis, Feret, Fifer

Those voting No: Marriott

The Motion was approved

12. Public Comment - Five Minute Limit –
13. City Council Reports –
 - A. Mayor Pro Tem Moorman invited everyone to his monthly coffee chat on November 22 from 2-4 p.m. at Sweet Bloom Coffee Roasters, 7745 Wadsworth Boulevard.
14. City Manager Reports –
 - A. Linda Haley, Acting City Manager, reviewed the upcoming Workshop Schedule.
15. City Attorney Reports – None
16. Adjournment at 10:20 p.m.

Lauren Simpson, Mayor

SEAL:

Kristen R. Rush, City Clerk



REPORT TO CITY COUNCIL

AGENDA ITEM
5.A.

TO: THE HONORABLE CITY COUNCIL

DATE: November 18, 2024

SUBJECT: Proclamation for Small Business Saturday - Presented by Councilmember Marriott

Report in Brief

City Council will proclaim Saturday, November 30, 2024, as Small Business Saturday in Arvada. Liz Johnson, Manager of Communications & Marketing, and Sarah Miley, Economic Development Specialist, along with representatives from the local small business community will be present to accept the proclamation.

Prepared by:
Chris Koch, CCO Admin

Reviewed by:
Toni Riebschlager, Law Office Administrator 10/24/2024
Laura Hemler, Assistant City Attorney 10/24/2024

Approved by:

Linda Haley, Acting City Manager 10/28/2024
Rachel Morris, City Attorney 11/6/2024

Enclosure, exhibits & attachments required to support the report

WHEREAS, the government of Arvada, Colorado celebrates local small businesses and the contributions they make to the local economy and community; according to the United States Small Business Administration, there are currently 33.2 million small businesses in the United States, they represent 99.9 percent of all businesses with employees in the United States, are responsible for 62.7 percent of net new jobs created since 1995; and

WHEREAS, small businesses employ over 46.4 percent of the employees in the private sector in the United States; and

WHEREAS, 86 percent of adults surveyed say small businesses have a positive effect on the way things are going in the country; and

WHEREAS, 68 cents of every dollar spent at a small business in the U.S. stays in the local community and that every dollar spent at small businesses creates an additional 48 cents in local business activity because of employees and local businesses purchasing local goods and services; and

WHEREAS, Arvada, Colorado supports local businesses that create jobs, boost our local economy and preserve our community's character; and

WHEREAS, advocacy groups as well as public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

NOW, THEREFORE, BE IT PROCLAIMED, by the Mayor and City Council of the City of Arvada, Colorado, that November 30, 2024, be designated as Small Business Saturday and urge the residents of Arvada to support small businesses and merchants on Small Business Saturday and throughout the year.

Dated this 18th day of November 2024.

Lauren Simpson, Mayor

Randy Moorman, Mayor Pro Tem

Shawna Ambrose, Councilmember

Sharon Davis, Councilmember

Lisa Feret, Councilmember

Bob Fifer, Councilmember

John Marriott, Councilmember



REPORT TO CITY COUNCIL

AGENDA ITEM
5.B.

TO: THE HONORABLE CITY COUNCIL

DATE: November 18, 2024

SUBJECT: Proclamation for Colorado Crash Responder Safety Week - Presented by Councilmember Fifer

Report in Brief

City Council will proclaim the week of November 18-22 as Colorado Crash Responder Safety Week.

Prepared by:

Chris Koch, CCO Admin

Reviewed by:

Toni Riebschlager, Law Office Administrator 10/28/2024

Laura Hemler, Assistant City Attorney 10/28/2024

Approved by:

Rachel Morris, City Attorney 10/28/2024

Linda Haley, Acting City Manager 10/28/2024

Enclosure, exhibits & attachments required to support the report

WHEREAS, law enforcement officers, firefighters, public service utility, emergency medical personnel, road crews, and tow operators conduct valuable and often life-saving operations at the roadside, and

WHEREAS, these on-scene personnel provide a critical public service and they are called to duty at all hours of the day and night, in adverse weather conditions, and in a dangerous roadside environment and Colorado responders use Traffic Incident Management (TIM) training and skills to safely and quickly clear scenes to improve the safety of all road users; and

WHEREAS, one death is too many and drunk, drugged, drowsy, distracted, and dangerous drivers are a threat to our responders' safety; and the State of Colorado asks all road users to do their part to keep everyone responding to traffic incidents on our highways safe by slowing down, moving over, and driving safe; and

WHEREAS, the State of Colorado has a "Move-Over" law requiring drivers to slow down and move over when approaching an emergency vehicle, a tow truck or a highway maintenance vehicle when their emergency lights are activated and there is a need for Coloradans to be educated on the dangers of failing to abide by these laws; and

WHEREAS, as of November 6, 2024, during this year, 29 first responders that were working on the roadway have been struck and killed, including 14 law enforcement officers, 3 Fire/EMS professionals, 7 tow operators, 1 road safety professional, and 4 Department of Transportation workers, two of which were Colorado DOT employees; and most recently, Golden Police Officer Evan Dunn.

WHEREAS, the week of November 18th to 22nd is recognized nationally as "Crash Responder Safety Week.

NOW THEREFORE, BE IT PROCLAIMED by the Mayor and City Council of the City of Arvada, that November 18th to 22nd, 2024 be designated as Colorado Crash Responder Safety Week and we urge all citizens to join in this special observance.

Dated November 18, 2024.

Lauren Simpson, Mayor

Randy Moorman, Mayor Pro Tem

Shawna Ambrose, Councilmember

Sharon Davis, Councilmember

Lisa Feret, Councilmember

Bob Fifer, Councilmember

John Marriott, Councilmember



REPORT TO CITY COUNCIL

AGENDA ITEM
6.A.

TO: THE HONORABLE CITY COUNCIL

DATE: November 18, 2024

SUBJECT: 3rd Quarter Financial Presentation

Report in Brief

"PRESENTER: Bryan Archer - Finance Director

Finance will provide the City Council with an un-audited financial report and a presentation of the Third Quarter 2024 financials. The presentation will include revenue and expenditure highlights of the major funds including: General Fund, Parks, Tax Increments, Capital Projects, Water, Wastewater, Storm Water, Golf, Solid Waste and the Internal Service Funds, an update on the current investment market and a status update on grants.

Prepared by:
Bryan Archer, Director of Finance

Reviewed by:

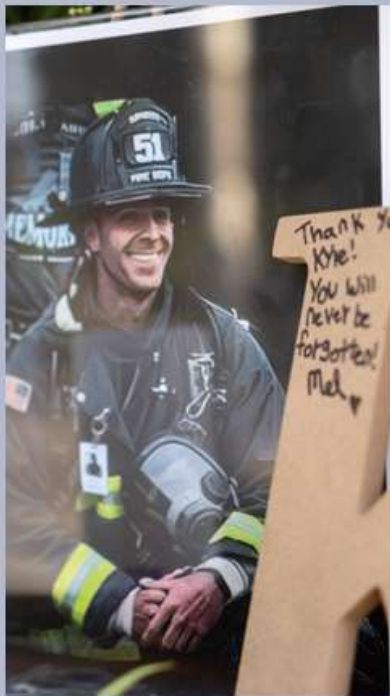
Approved by:

Debra Nielson, Deputy Director of Finance	10/30/2024
Gail Walker, Legal Specialist-Contracts	10/30/2024
Laura Hemler, Assistant City Attorney	10/30/2024
Rachel Morris, City Attorney	11/6/2024
Linda Haley, Acting City Manager	11/6/2024

Enclosure, exhibits & attachments required to support the report



2024 3rd Quarter Financial Report (Unaudited)



Kyle Trombly
August 2, 1990 – August 25, 2024

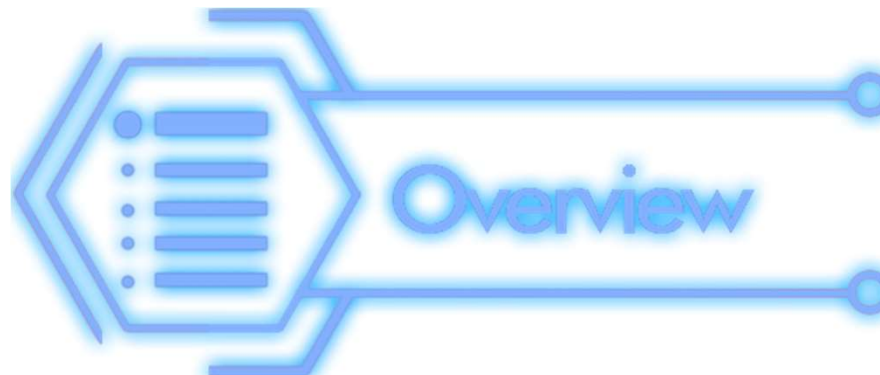


City Council
November 18, 2024

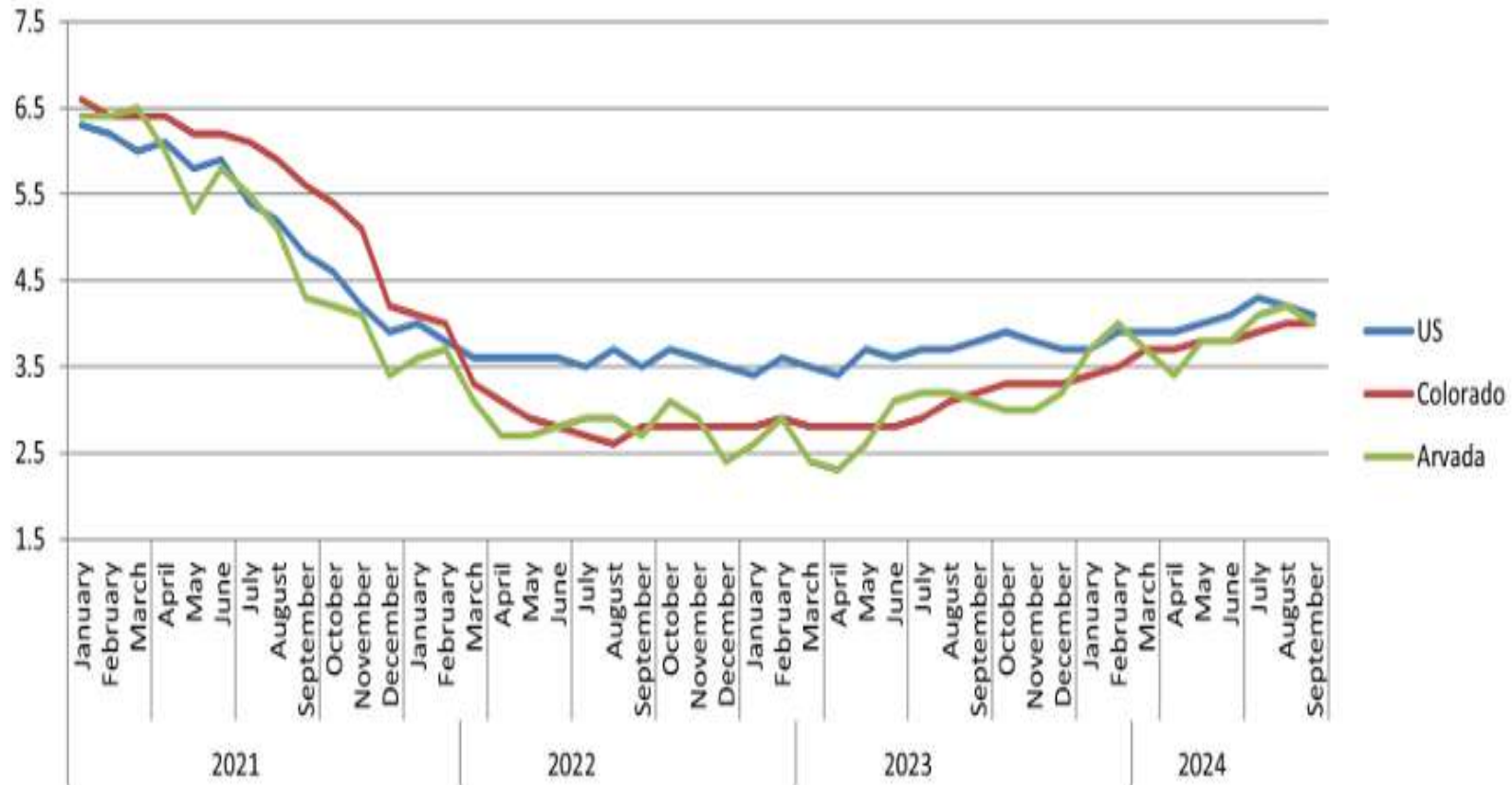


OVERVIEW

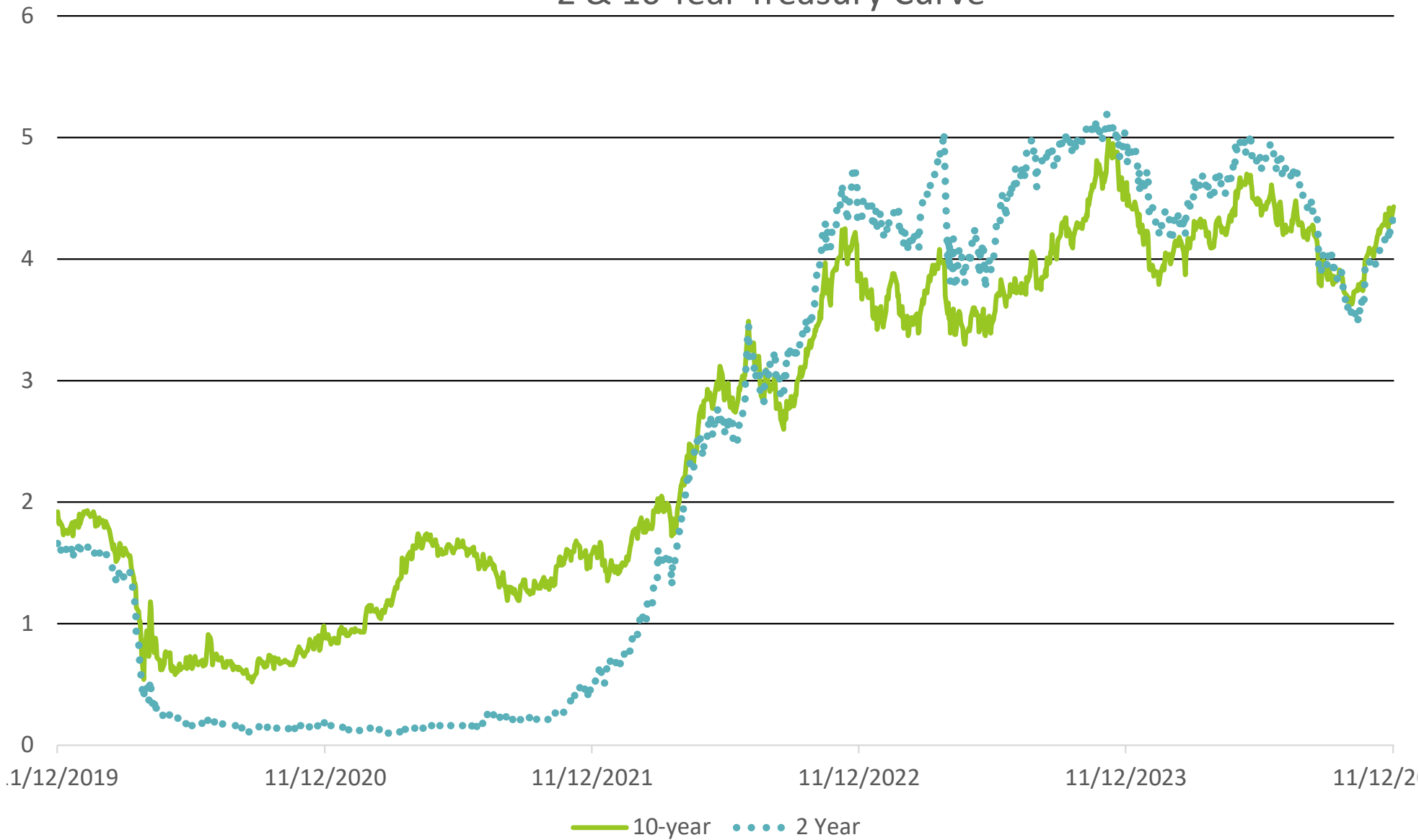
- Revenues continue to slow down, but still ahead of budget
- Operating expenditures remain in-line with budgets
- CIP project costs are leveling
- Economy in a “wait and see” mode



Unemployment Rates 2021-2024



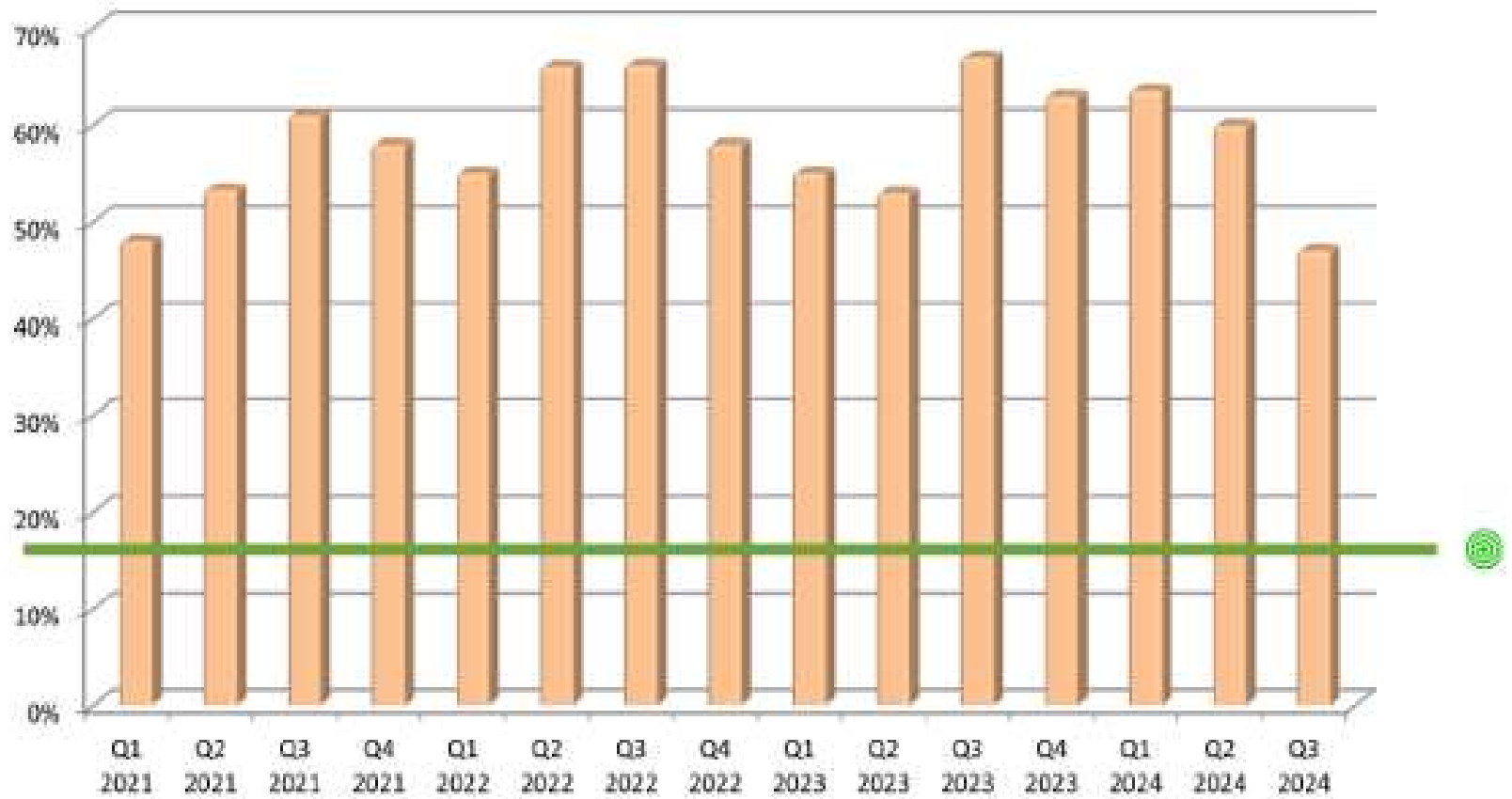
2 & 10 Year Treasury Curve



FED Funds Rate – last 10 years



PERFORMANCE FOCUS



GENERAL FUND OVERVIEW



3.5% Increase

GENERAL FUND	YEAR TO DATE
Property Tax	POSITIVE
Sales Tax	MONITOR
Auto Use Tax	NEGATIVE
General Use Tax	NEGATIVE
Court Revenues	MONITOR
Building Revenues	POSITIVE
Interest Revenue	POSITIVE
Personnel Expenditures	POSITIVE
Other Expenditures	MONITOR

PERFORMANCE - ACTUALS VS. BUDGET

SALES TAX



SALES TAX	YEAR TO DATE
Overall	MONITOR
Supermarket	POSITIVE
Wholesale	POSITIVE
Electronic Shopping	POSITIVE
Full-Service Restaurants	NEGATIVE
Utilities - Electric	NEGATIVE
Hardware Stores	NEGATIVE
Limited-Service Restaurants	POSITIVE
Utilities - Cable	NEGATIVE
Liquor Store	NEGATIVE

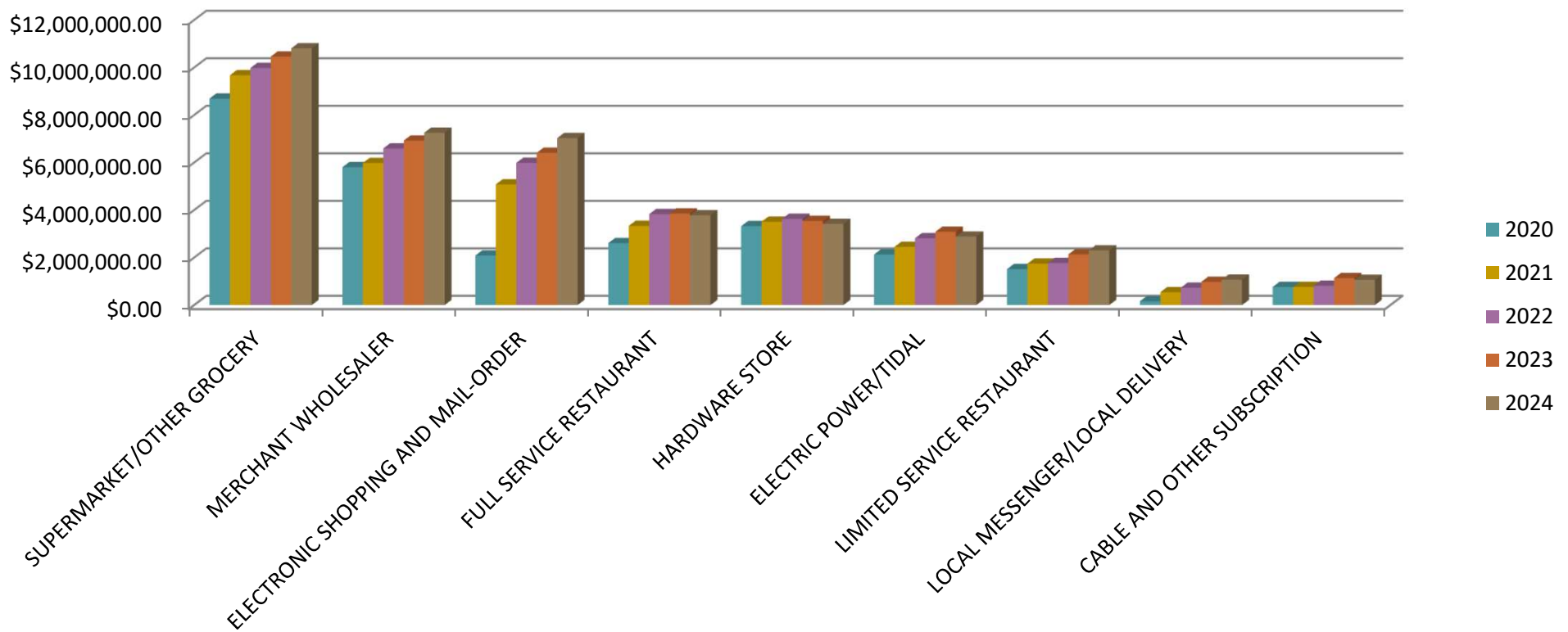
2.3% Increase



PERFORMANCE - ACTUALS VS. BUDGET

Top 70% Sales Tax Generating NAICS Categories

NAICS Code Name	2024	Percentage Change	2023	Percentage Change	2022
SUPERMARKET/OTHER GROCERY	\$10,807,043.75	3.28%	\$10,463,964.98	4.86%	\$9,978,844.19
GENERAL LINE GROCERY MERCH WHOLESA	\$7,253,897.45	4.74%	\$6,925,398.49	5.01%	\$6,595,231.09
ELECTRONIC SHOPPING AND MAIL-ORDER	\$7,027,861.03	9.65%	\$6,409,494.28	7.10%	\$5,984,543.38
FULL SERVICE RESTAURANT	\$3,780,701.76	-2.00%	\$3,857,721.06	0.81%	\$3,826,910.64
HARDWARE STORE	\$3,414,853.08	-3.48%	\$3,538,133.57	-2.58%	\$3,631,883.68
ELECTRIC POWER/TIDAL	\$2,884,217.77	-6.58%	\$3,087,267.11	9.66%	\$2,815,213.27
LIMITED SERVICE RESTAURANT	\$2,301,385.47	7.74%	\$2,136,057.34	20.53%	\$1,772,162.55
LOCAL MESSENGERS/LOCAL DELIVERY	\$1,067,424.22	9.46%	\$975,193.78	33.29%	\$731,609.95
CABLE AND OTHER SUBSCRIPTION PROGRA	\$1,059,831.43	-6.57%	\$1,134,335.87	39.49%	\$813,217.73
BEER/WINE/LIQUOR STORE	\$836,261.68	-12.25%	\$953,022.63	-9.78%	\$1,056,275.19
FLOOR COVERING STORE	\$673,954.54	-13.07%	\$775,286.65	-5.64%	\$821,632.11
SALES FINANCING	\$640,006.13	43.59%	\$445,730.39	-4.91%	\$468,760.82
TRAVELER ACCOMMODATION	\$609,433.72	30.13%	\$468,331.11	35.90%	\$344,604.57

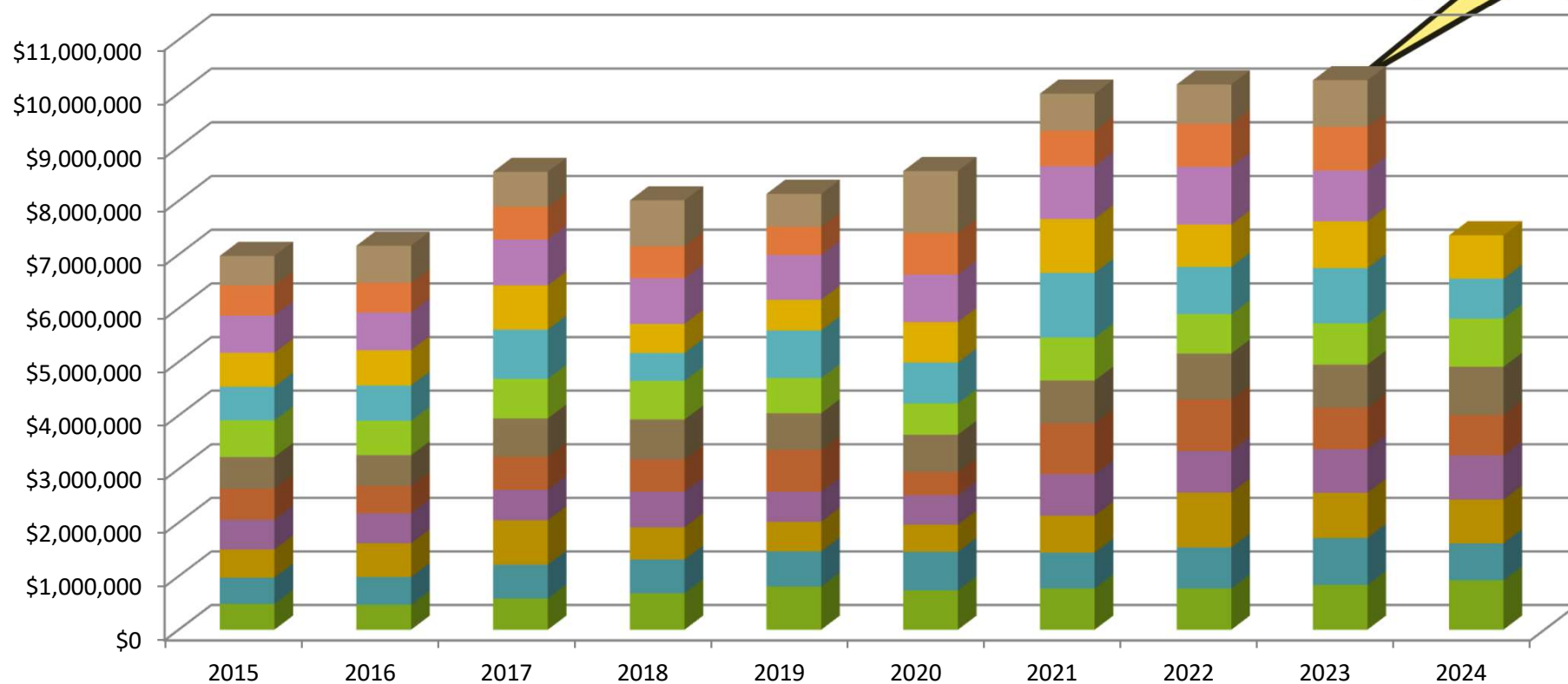


NAICS Code Name	2020	2021	2022	2023	2024
SUPERMARKET/OTHER GROCERY	\$8,693,565.17	\$9,674,914.21	\$9,978,844.19	\$10,463,964.98	\$10,807,043.75
MERCHANT WHOLESALER	\$5,803,899.89	\$5,982,053.79	\$6,595,231.09	\$6,925,398.49	\$7,253,897.45
ELECTRONIC SHOPPING AND MAIL-ORDER	\$2,086,698.84	\$5,079,534.22	\$5,984,543.38	\$6,409,494.28	\$7,027,861.03
FULL SERVICE RESTAURANT	\$2,608,137.82	\$3,332,746.69	\$3,826,910.64	\$3,857,721.06	\$3,780,701.76
HARDWARE STORE	\$3,323,692.46	\$3,511,700.04	\$3,631,883.68	\$3,538,133.57	\$3,414,853.08
ELECTRIC POWER/TIDAL	\$2,131,570.62	\$2,453,250.85	\$2,815,213.27	\$3,087,267.11	\$2,884,217.77
LIMITED SERVICE RESTAURANT	\$1,514,803.54	\$1,745,692.69	\$1,772,162.55	\$2,136,057.34	\$2,301,385.47
LOCAL MESSENGER/LOCAL DELIVERY	\$162,610.47	\$543,630.98	\$731,609.95	\$975,193.78	\$1,067,424.22
CABLE AND OTHER SUBSCRIPTION	\$766,462.75	\$760,082.15	\$813,217.73	\$1,134,335.87	\$1,059,831.43



AUTO USE

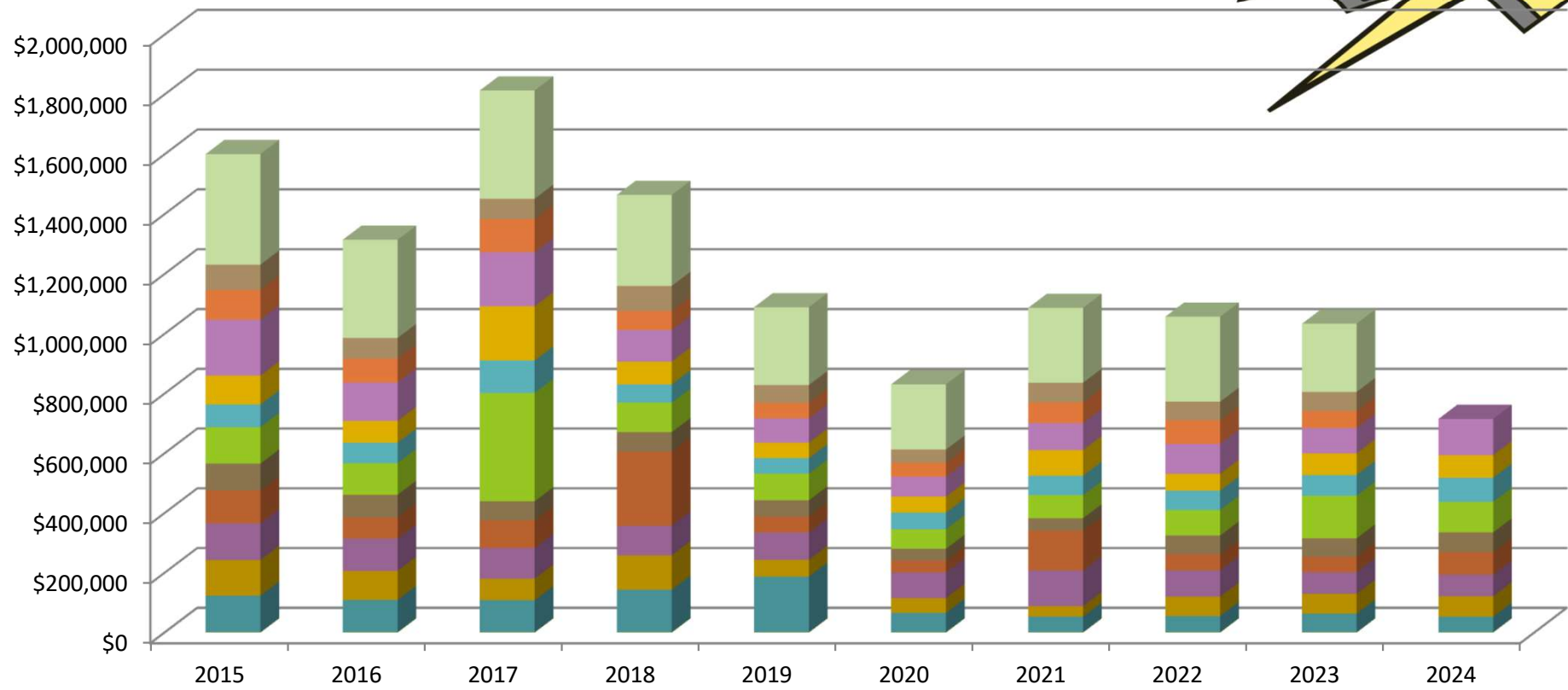
**2.9%
decrease**



GENERAL USE TAX



**1.2%
decrease**





OTHER FUNDS OVERVIEW

FUND	REVENUES	EXPENDITURES	YEAR TO DATE
Parks	POSITIVE	MONITOR	MONITOR
Tax Increment Funds	POSITIVE	POSITIVE	POSITIVE
Community Development	POSITIVE	POSITIVE	POSITIVE
Arvada Housing	POSITIVE	POSITIVE	POSITIVE
Capital Projects	POSITIVE	WARNING	WARNING
Water	POSITIVE	POSITIVE	POSITIVE
Wastewater	POSITIVE	POSITIVE	POSITIVE
Stormwater	MONITOR	POSITIVE	POSITIVE
Golf	POSITIVE	POSITIVE	POSITIVE
Solid Waste	POSITIVE	MONITOR	MONITOR
Risk Management	POSITIVE	POSITIVE	MONITOR

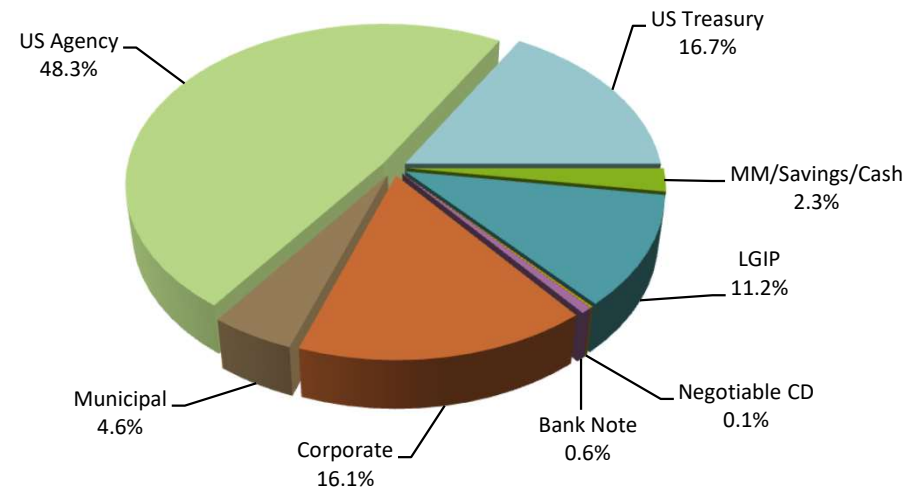
PERFORMANCE - ACTUALS VS. BUDGET

INVESTMENTS

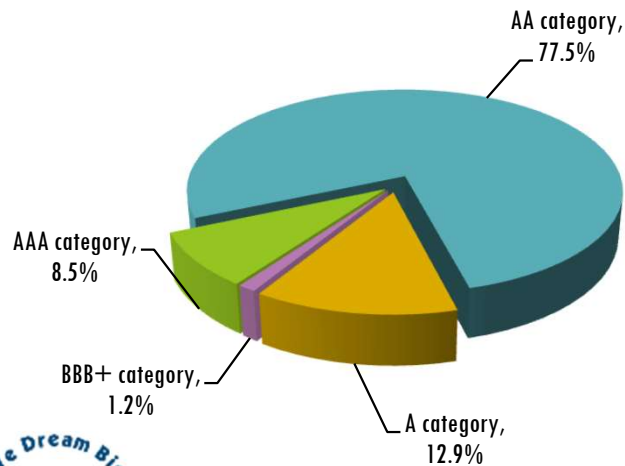
PORTFOLIO PERFORMANCE

	09/30/2024	09/30/2023	Difference
City Interest Earnings	\$ 4,536,841	\$ 4,465,512	\$ 71,329
PFM Interest Earnings	1,283,641	528,245	755,396
Total Interest Earned	\$ 5,820,482	\$ 4,993,757	\$ 826,725
YTD City Portfolio Yield	2.55%	2.46%	+9 bps
YTD PFM Portfolio Yield	3.53%	2.08%	+145 bps
YTD Benchmark	4.65%	3.91%	+74 bps

CONSOLIDATED PORTFOLIO ALLOCATION



CREDIT QUALITY (S&P RATING)



CONSOLIDATED PORTFOLIO CHANGES

	09/30/2024	09/30/2023	Difference
MM/Savings/Cash	\$ 6,883,293	\$ 10,376,686	\$ (3,493,393)
LGIP	33,162,565	22,169,147	10,993,418
Time CD	395,000	395,000	-
Negotiable CD	1,880,000	-	1,880,000
Corporate	47,869,000	50,784,000	(2,915,000)
Municipal	13,735,000	21,400,000	(7,665,000)
US Agency	143,461,831	156,325,000	(12,863,170)
US Treasury	49,430,000	51,990,000	(2,560,000)
Total - Combined	\$ 296,816,689	\$ 313,439,833	\$ (16,623,145)

INVESTMENTS – ‘A-BBB rated’ (14.1%)

Issuer	Moody	S&P	Face Amount/Shares
Bank of NY Mellon	Moody's-Aa1	S&P-A	\$ 3,000,000
Toyota Motor Cr	Moody's-A1	S&P-A+	\$ 1,000,000
Intel Corp	Moody's-A2	S&P-A	\$ 1,000,000
GSGI	Moody's-A2	S&P-BBB+	\$ 2,000,000
MS	Moody's-Aa3	S&P-A+	\$ 2,000,000
John Deere Capital Corp	Moody's-A2	S&P-A	\$ 1,157,000
USB	Moody's-A2	S&P-A+	\$ 3,000,000
IBM	Moody's-A3	S&P-A-	\$ 2,242,000
Toyota Motor Corp	Moody's-A1	S&P-A+	\$ 1,000,000
CITIBANK NA	Moody's-Aa3	S&P-A+	\$ 1,000,000
HONDA	Moody's-A3	S&P-A-	\$ 1,000,000
Toyota Motor Corp	Moody's-A1	S&P-A+	\$ 1,000,000
Bristol-Myers Squibb	Moody's-A2	S&P-A	\$ 1,500,000
TOTAL			\$ 20,899,000

2024 GRANTS - Summary

GRANTS MANAGEMENT	2024
PROSPECTING/PREPARING	\$ 200,000
PENDING GRANT REQUESTS (2024)	\$ 2,995,128
AWARDED (2024)	\$ 12,428,830
WITHDRAWN	\$ 900,000
REJECTED	\$ 254,000



GRANT AWARD AREAS	2024
PARKS	\$ 9,729,000
POLICE	\$ 674,830
FIBER	\$ 25,000
HOUSING	\$ 2,000,000

2024 Grants



- \$7,300,000 – National Parks Service
- \$2,400,000 – Jeffco Trails
- \$2,000,000 – Department of Local Affairs Energy Grant
- \$347,000 – Colorado Officer of Behavior Health





QUESTIONS





REPORT TO CITY COUNCIL

AGENDA ITEM
8.A.

TO: THE HONORABLE CITY COUNCIL

DATE: November 18, 2024

SUBJECT: Consent Agenda

Report in Brief

1. R24-118, A Resolution Accepting an Annexation Petition Concerning Colorado Department of Transportation (CDOT) Coal Creek Maintenance Yard, a Parcel of Land Approximately Located on the South Side of State Highway 72 Between Canyon Pines Drive and Plainview Road, in the City of Arvada, County of Jefferson, State of Colorado, Finding said Petition Substantially Compliant with C.R.S. 31-12-107(1), and Setting a Public Hearing for January 6, 2025, 6:15 p.m. for City Council to Determine Whether the Area Meets the Requirements of C.R.S. 31-12-104 and 105, and is Considered Eligible for Annexation

2. R24-119, A Resolution Authorizing an Agreement Between the City of Arvada and Winn-Marion Barber, LLC for Goods and Services Relating to Electric Vehicle Chargers Supply, Installation, Maintenance and Repair in an Amount not to Exceed \$838,948.06

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:
Kevin Luy, Records Management Coordinator

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: November 18, 2024

SUBJECT: R24-118, A Resolution Accepting an Annexation Petition Concerning Colorado Department of Transportation (CDOT) Coal Creek Maintenance Yard, a Parcel of Land Approximately Located on the South Side of State Highway 72 Between Canyon Pines Drive and Plainview Road, in the City of Arvada, County of Jefferson, State of Colorado, Finding said Petition Substantially Compliant with C.R.S. 31-12-107(1), and Setting a Public Hearing for January 6, 2025, 6:15 p.m. for City Council to Determine Whether the Area Meets the Requirements of C.R.S. 31-12-104 and 105, and is Considered Eligible for Annexation

Report in Brief

The Colorado Department of Transportation (CDOT) is requesting approval of Comprehensive Plan Amendment, Annexation, and Rezoning, for their facility at 25030 State Highway 72, in unincorporated Jefferson County. In an effort to provide faster road maintenance response, CDOT is planning to replace the existing two-bay snowplow storage building with a new four-bay building to house its current fleet of four plows at this location.

With construction of the new building and associated site improvements, CDOT would like to abandon and remediate the existing septic system, which is located in close proximity to Coal Creek, and connect to the City's sanitary sewer system. This will also allow for the installation of a sand/oil interceptor to filter the sand, oil and other materials generated by the facility which will improve the water quality running off the site and potentially entering Coal Creek.

Given that the property is eligible for annexation, they are required to annex to be served by the City's system. The need to annex triggers the Comprehensive Plan Amendment and Rezoning applications. The facility is currently served by a well and while CDOT would also like to connect to City water, the closest water main is approximately 3,600 feet to the southeast. CDOT has agreed to connect to City water when it is available. If the Comprehensive Plan Amendment, Annexation, and Rezoning applications are approved, the Site Plan Amendment application will be reviewed administratively.

Financial Impact

There is no fiscal impact to the city.

Background

The Colorado Department of Transportation (CDOT) is requesting approval of Comprehensive Plan Amendment, Annexation, and Rezoning, for their facility at 25030 State Highway 72, in unincorporated Jefferson County. In an effort to provide faster road maintenance response, CDOT is planning to replace the existing two-bay snowplow storage building with a new four-bay building to house its current fleet of four plows at this location.

With construction of the new building and associated site improvements, CDOT would like to abandon and remediate the existing septic system, which is located in close proximity to Coal Creek, and connect to the City's sanitary sewer system. This will also allow for the installation of a sand/oil interceptor to filter the sand, oil and other materials generated by the facility which will improve the water quality running off the site and potentially entering Coal Creek.

Given that the property is eligible for annexation, they are required to annex to be served by the City's system. The need to annex triggers the Comprehensive Plan Amendment and Rezoning applications. The facility is currently served by a well and while CDOT would also like to connect to city water, the closest water main is approximately 3,600 feet to the southeast.

SUBJECT: R24-118, A Resolution Accepting an Annexation Petition Concerning Colorado Department of Transportation (CDOT) Coal Creek Maintenance Yard, a Parcel of Land Approximately Located on the South Side of State Highway 72 Between Canyon Pines Drive and Plainview Road, in the City of Arvada, County of Jefferson, State of Colorado, Finding said Petition Substantially Compliant with C.R.S. 31-12-107(1), and Setting a Public Hearing for January 6, 2025, 6:15 p.m. for City Council to Determine Whether the Area Meets the Requirements of C.R.S. 31-12-104 and 105, and is Considered Eligible for Annexation

PAGE: 2
ITEM: 8.A.1.

CDOT has agreed to connect to City water when it is available. If the Comprehensive Plan Amendment, Annexation, and Rezoning applications are approved, the Site Plan Amendment application will be reviewed administratively.

Discussion

Div. 8-3-3 Annexation and Disconnection Approval Criteria	Finding	Rationale
1. The annexation is in accord with the Comprehensive Plan and the best interests of the City would be served by annexation of such property.	Complies	Assuming the Comprehensive Plan Amendment is approved, the annexation is consistent with the Comprehensive Plan and the best interests of the City would be served by annexation of the property.
2. The property is capable of being integrated into the City and developed in compliance with all applicable provisions of this Code and the Arvada City Code.	Complies	The existing facility and proposed improvements are capable of being integrated into the City and comply with all applicable provisions of this Code and the City of Arvada Code.
3. At the time any development of the area proposed to be annexed is completed, there will be capacity to adequately serve residents of such area with all necessary utilities, facilities and public services.	Complies	The existing facility and proposed improvements will only connect to the existing sanitary sewer system which has capacity to adequately serve the area. All other utilities, facilities and public services will remain unchanged.

Public Contact

Written Notice: At least 15 days prior to all public hearings, written notice must be mailed to all property owners within 1,000 feet of the subject property and to all homeowners associations and neighborhood associations with a known interest in the subject property. The applicant will provide an affidavit of mailing verifying this requirement has been met prior to the public hearing.

Posted Notice: At least 15 days prior to all public hearings, signs notifying the public of the hearing must be posted on the subject property. The applicant will provide a posting log verifying that this requirement has been met prior to the public hearing.

Published Notice: At least 15 days prior to all public hearings, notice of the hearing must be published in a newspaper of general circulation in the City. The required notice has been published.

Commission Recommendation

On June 18, 2024, the Planning Commission voted 7 to 0 to recommend approval to the City Council.

Strategic Alignment

The project is consistent with the City Council Strategic Plan principles for the Community and Economic Development work system.

SUBJECT: R24-118, A Resolution Accepting an Annexation Petition Concerning Colorado Department of Transportation (CDOT) Coal Creek Maintenance Yard, a Parcel of Land Approximately Located on the South Side of State Highway 72 Between Canyon Pines Drive and Plainview Road, in the City of Arvada, County of Jefferson, State of Colorado, Finding said Petition Substantially Compliant with C.R.S. 31-12-107(1), and Setting a Public Hearing for January 6, 2025, 6:15 p.m. for City Council to Determine Whether the Area Meets the Requirements of C.R.S. 31-12-104 and 105, and is Considered Eligible for Annexation

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ITEM: 8.A.1.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada Team recommends that the City Council Accept the Resolution Accepting an Annexation Petition Concerning Colorado Department of Transportation (CDOT) Coal Creek Maintenance Yard, a Parcel of Land Approximately Located on the South Side of State Highway 72 Between Canyon Pines Drive and Plainview Road, in the City of Arvada, County of Jefferson, State of Colorado, Finding said Petition Substantially Compliant with C.R.S. 31-12-107(1), and Setting a Public Hearing for January 6, 2025, 6:15 p.m. for City Council to Determine Whether the Area Meets the Requirements of C.R.S. 31-12-104 and 105, and is Considered Eligible for Annexation.

Suggested Motion:

I move that R24-118, A Resolution Accepting an Annexation Petition Concerning Colorado Department of Transportation (CDOT) Coal Creek Maintenance Yard, a Parcel of Land Approximately Located on the South Side of State Highway 72 Between Canyon Pines Drive and Plainview Road, in the City of Arvada, County of Jefferson, State of Colorado, Finding said Petition Substantially Compliant with C.R.S. 31-12-107(1), and Setting a Public Hearing for January 6, 2025, 6:15 p.m. for City Council to Determine Whether the Area Meets the Requirements of C.R.S. 31-12-104 and 105, and is Considered Eligible for Annexation, be (approved) (rejected).

Prepared by:

Dixielee Rodriguez, Administrative Specialist

Reviewed by:

Approved by:

Josie Suk, Development Systems and Administrative Manager	10/17/2024
Jacob Nitchals, Senior Planner	10/23/2024
Rob Smetana, Planning Manager	10/24/2024
Jessica Garner, Director of Community and Economic Development	10/28/2024
Gail Walker, Legal Specialist-Contracts	10/28/2024
Emily Grogg, Senior Assistant City Attorney	10/28/2024
Rachel Morris, City Attorney	11/6/2024
Linda Haley, Acting City Manager	11/6/2024

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R24-118

A RESOLUTION ACCEPTING AN ANNEXATION PETITION CONCERNING COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) COAL CREEK MAINTENANCE YARD, A PARCEL OF LAND APPROXIMATELY LOCATED ON THE SOUTHSIDE OF STATE HIGHWAY 72 BETWEEN CANYON PINES DRIVE AND PLAINVIEW ROAD, IN THE CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO, FINDING SAID PETITION SUBSTANTIALLY COMPLIANT WITH C.R.S. 31-12-107(1), AND SETTING A PUBLIC HEARING FOR JANUARY 6, 2025, 6:15 P.M. FOR CITY COUNCIL TO DETERMINE WHETHER THE AREA MEETS THE REQUIREMENTS OF C.R.S. 31-12-104 AND 105, AND IS CONSIDERED ELIGIBLE FOR ANNEXATION

WHEREAS, the owner of certain property located in Jefferson County, Colorado, filed a petition for annexation with the City Clerk of the City of Arvada, Colorado (the “City”), for annexation of property more particularly described below (the “subject property”), into the City limits;

WHEREAS, having received the petition for annexation, the City Council of the City of Arvada is required under the Municipal Annexation Act of 1965, as amended, to determine whether said petition is in substantial compliance with C.R.S. Sections 31-12-107 (1), 31-12-105, 31-12-104, and if so, to follow the procedure set forth in C.R.S. Sections 31-12-108 through 111;

WHEREAS, the City Council of the City of Arvada, having examined the filings and the petition for annexation of the subject property, and being duly advised by the City planning team, finds as follows:

1. On its face, the annexation petition is in substantial compliance with C.R.S. §31-12-107(1), as the petition contains the following:
 - a. An allegation that it is desirable and necessary that the area be annexed to the City of Arvada;
 - b. An allegation that the requirements of §§ 31-12-104 and 31-12-105 C.R.S. exist or are met.
 - c. An allegation that the signer of the petition comprises the landowners of more than 50 percent of the territory included in the area and own more than fifty percent of the area proposed to be annexed, exclusive of streets and alleys and any land owned by the annexing municipality.

- d. A request that the City of Arvada approve the annexation of the area proposed to be annexed.
 - e. The signature of such landowner.
 - f. The mailing address of such signer.
 - g. The legal description of the land owned by such signer.
 - h. The date of signing of each signature.
 - i. The affidavit of the circulator of the petition stating that each signature therein is the signature of the person whose name it purports to be.
2. That the annexation petition was filed with an annexation map containing the following information, and is in substantial compliance with the Municipal Annexation Act:
- a. A written legal description of the boundaries of the area proposed to be annexed;
 - b. A map showing the boundary of the area proposed to be annexed;
 - c. Within the annexation boundary map, a showing of the location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks;
 - d. Next to the boundary of the area proposed to be annexed is drawn the contiguous boundary of the City of Arvada, and that the dimensions of the contiguous boundary are shown on the map.
3. That no signature on the petition is dated more than 180 days prior to the date of filing of the Petition for Annexation with the City Clerk of the City of Arvada, State of Colorado.

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

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above and finds that the annexation petition on its face is in substantial compliance with the requirements of C.R.S. §31-12-107(1).

Section 2. That the City Council hereby accepts the annexation petition for the following

described unincorporated territory, situated in the County of Jefferson and State of Colorado, to wit:

See Exhibit A

Section 3. That a public hearing shall be held on the 6th day of January, 2025 at 6:15 p.m. at the Arvada City Hall for the purpose of determining and finding whether the areas proposed to be annexed meet the applicable requirements of §§31-12-104 and 31-12-105 C.R.S. and are considered eligible for annexation.

Section 4. This resolution shall be effective five days after its approval by the City Council.

APPROVED AND ADOPTED this 18th day of November, 2024.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

By: _____

Publication Dates: November 21, 2024
 November 28, 2024
 December 5, 2024
 December 12, 2024

NAME OF ANNEXATION: CDOT Yard – Coal Creek Canyon
APPROXIMATE LOCATION: 25030 Hwy 72, Arvada, CO 80403

PETITION FOR ANNEXATION OF UNINCORPORATED
TERRITORY IN THE COUNTY OF JEFFERSON,
STATE OF COLORADO, TO THE CITY OF ARVADA,
STATE OF COLORADO

TO THE MAYOR AND THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

The undersigned in accordance with the Municipal Annexation Act or 1965, Chapter 31, Article 12, C.R.S. 1973, as amended, hereby petitions the City Council of the City of Arvada for annexation to the City of Arvada of the following described unincorporated territory located in the County of Jefferson, Sate of Colorado, to wit:

LEGAL DESCRIPTION (See Exhibit A)

In support of the said Petition, your Petitioner alleges that:

1. It is desirable and necessary that the above-described territory be annexed to the City of Arvada.
2. No less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the City of Arvada.
3. A community of interest exists between the territory proposed to be annexed and the City of Arvada.
4. The territory proposed to be annexed is urban or will be urbanized in the future.
5. The territory proposed to be annexed is integrated or is capable of being integrated with the City of Arvada.
6. No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
 - a. is divided into separate parts or parcels without the written consent of the landowner or landowners thereof.
 - b. comprising twenty acres or more which, together with the buildings and improvements situated thereon, has an assessed value in excess of two-hundred thousand dollars for an ad valorem tax purpose for the year preceding the annexation is included within the territory proposed to be annexed, without the written consent of the landowner or landowners thereof.
7. No annexation proceedings have been commenced by another municipality for the annexation of part or all of the area herein proposed to be annexed to Arvada.

8. Annexation of the territory proposed to be annexed will not result in detachment of area from any school district and the attachment of the same to another school district.
9. Annexation of the area proposed to be annexed will not have the effect of extending the City of Arvada's municipal boundary more than three miles in any direction from any point of such municipality boundary in any one year.
10. No portion of a platted street or alley lies within the boundaries of the area proposed to be annexed, unless the entire width of said street or alley has been included within the boundaries of the area to be annexed.
11. The Signer of the Petition comprises the landowner of one hundred percent of the territory included in the area proposed to be annexed, exclusive of streets and alleys and any land owned by the annexing municipality.
12. All other requirements of Section 31-12-104 and 31-12-105, C.R.S., exist or have been met.
13. The mailing address of the Signer, the legal description of the land owned by such Signer, and the date of signing of such signature are all shown on this Petition.
14. Attached to this Petition is the Affidavit of Circulator of this Petition that the signature hereon is the signature of the person whose name it purports to be.

Your Petitioner further requests that the City of Arvada approve the annexation of the area proposed to be annexed.

Owner's Signature: _____



Owner's Name: Keith Stefanik - Chief Engineer
Colo. Dept. Transportation

Address: 2829 W. Howard Pl., Denver, CO 80202

Date of signing: _____

9-12-24

AFFIDAVIT OF CIRCULATOR

STATE OF COLORADO)
COUNTY OF DENVER) ss.

ROB LEVINSON

, being duly sworn, upon oath, deposes and states:

1. That the affiant circulated the Petition for Annexation for the purpose of obtaining the signature(s) of the above Petitioner(s).
2. That each signature thereon is the signature of the person whose name it purports to be.

R. L.
Circulator

NOTARY CERTIFICATE

STATE OF COLORADO)
COUNTY OF Denver) ss.

Subscribed and sworn to before me this 2nd day of October, 2024.

(SEAL)

Witness my hand and seal:

Savannah K Martinez

My commission expires:

11/2/2024

SAVANNAH K MARTINEZ
Notary Public
State of Colorado
Notary ID # 20204038339
My Comm. Expires November 02, 2024



CDOT COAL CREEK MAINTENANCE YARD
ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT ("Agreement") between the Department of Transportation, State of Colorado ("Owner"), and the City of Arvada, Colorado, a Colorado municipal corporation ("City"), shall be effective upon execution by all applicable parties and immediately upon approval by the City of Arvada as evidence by the approval signature where indicated below.

RECITALS AND REPRESENTATIONS:

WHEREAS, the Owner represents that it is the sole owner of the following described property generally located on the southside of State Highway 72 between Canyon Pines Drive and Plainview Road, in the City of Arvada, County of Jefferson, State of Colorado, more fully described as follows:

SEE EXHIBIT A, attached hereto and incorporated herein by this reference

WHEREAS, the Owner desires to annex the Property to the City, and to that end has filed a Petition for Annexation of the Property into the City, pursuant to the Colorado Municipal annexation Act, C.R.S. 31-12-101, et seq.; and

WHEREAS, the City wishes to control its growth in a planned and orderly fashion, maintaining the improvements and the quality of life and the City's ability to provide and enhance environmental amenities, services, and local opportunities for its citizens; and

WHEREAS, the Owner is planning to remodel its existing maintenance facility, which is generally located on the southside of State Highway 72 between Canyon Pines Drive and Plainview Road.

WHEREAS, the Owner has submitted to the City a proposed Site Plan and construction plans for the Property, which include a final site plan, final drainage plans, and other supporting documentation for the development thereof. The construction plans, and other supporting documents, as approved by the City, are public records on file and available for review at the City of Arvada City Hall, 8101 Ralston Road, Arvada, Colorado. These approved plans and associated documents are also incorporated into this Agreement for all purposes including illustration and interpretation of the terms and conditions of this Agreement, and may herein be referred to collectively as the "Final Plans".

WHEREAS, the parties hereto understand and agree that the intent of this Agreement is to establish obligations and responsibilities with respect to the development of the Property in accordance with the Final Plans, said obligations and responsibilities being covenants that run with

the Property, encumbering such and governing the development thereof. The Owner shall be affirmatively bound to satisfy all of the obligations and responsibilities set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements of the parties, the approval by the City of Arvada of the Final Plans for the Property, the sufficiency and adequacy of which are hereby acknowledged by the parties, the parties hereto agree as follows:

1. PLAN AND AGREEMENT APPROVALS: The Owner, upon approval of the Final Plans for the Property, shall immediately submit three copies of the approved Site Plan to the Director of Community and Economic Development. No construction may occur on or associated with the Property until construction documents for all required improvements are submitted and approved by the City Engineer. Upon approval, the Owner shall provide the City Engineer the approved final construction plans for the construction of emergency access lanes, water lines, sanitary sewer services, storm drains and storm drainage structures and streets associated with development of the Property, as required by the City. Said Construction Plans shall meet the approval of the City and the proposed development shall be constructed according to the Final Plans. No approval of the public improvements as referenced in the Construction Plans conferred by this Agreement and approval shall be independently made by the City Engineer following the City Engineer's determination that the plans meet the applicable City engineering specifications, commonly accepted engineering practices, and all applicable codes, ordinances, and State, Federal and local laws.

2. CODE COMPLIANCE: The Owner shall comply with all codes, ordinances, and rules and regulations of the City and State. Development of the Property shall also be in conformance with all aspects of the Final Plans and shall be completed prior to issuance of the first certificate of occupancy within the Property. This may include, but not be limited to, street and parking lot paving and striping, landscaping, trash enclosures, rooftop and wall mounted equipment, building elevations, and all other requirements of the Final Plans and applicable City codes, ordinances, and rules and regulations.

3. PAYMENT OF FEES: The Owner shall pay the following fees in a timely manner as required by the City: Sewer System Development Charges (i.e. sanitary sewer tap fee) and associated permit and inspection fees; and Site Disturbance Permit and associated inspection and drainage fees. The Owner's payment of fees and charges specified by this Agreement shall be made in the form of a State issued warrant, or ACH wire, delivered to the City of Arvada, Municipal Building, 8101 Ralston Rd., Arvada, CO 80002 or the City's bank account as instructed in writing by the City.

4. FIRE DISTRICT APPROVALS: The Owner shall address all of the comments noted in the referral responses, including any requirements for fire hydrants, emergency access lanes, and fire lane signage, and shall obtain approval from the Fire Protection District having jurisdiction prior to issuance of each building permit and certificate of occupancy (as applicable) for the Property.

5. CONTRACTOR LICENSING: Before proceeding with work contemplated herein, the Owner shall ensure that all contractors and/or subcontractors it employs shall carry all licenses and permits required by the Office of the State Architect before the contractor and/or subcontractor may

commence work on any improvements associated with development of the Property. The Owner shall be responsible for ascertaining the status of any contractor or subcontractor to be utilized in the development of the Property, with respect to any uncorrected deficiencies in that entity's previous, unrelated work within the City or its outstanding omissions related to such work including, but not limited to, failure to: (i) submit as-built construction plans, (ii) complete the process of placing public improvements under warranty (iii) submit tax certifications, (iv) submit test records.

6. DEVELOPMENT IMPROVEMENTS: The Owner shall, at its own expense, design, furnish, construct, and install the public improvements in accordance with the plans and specifications approved by the City of Arvada, Colorado. These improvements shall include, but not be limited to, construction of all parking areas, sewer lines, drainage facilities, and landscaping within and adjacent to the Property in accordance with the approved Final Plans for the Property and with the requirements of the LDC.

7. FUGITIVE DUST AND EROSION CONTROL: The Owner shall meet all requirements and obligations imposed by the State of Colorado, County of Jefferson, and the City concerning management of stormwater runoff and fugitive dust, and shall comply with all Federal, State, County, and City requirements governing the stormwater conveyances, detention ponds, fugitive dust, and requirements associated with permits issued for erosion and sediment control on the Property. The Contractor shall be responsible for obtaining and paying for a construction Storm Water Quality Permit with Colorado Department of Public Health and Environment (CDPHE). The Storm Water Management Plan (SWMP) drawings are to be provided in the civil drawings as required for permit; a SWMP Narrative is to be included with the Bid Documents. Contractor shall obtain the SWMP Application. Both CDOT and the Contractor will be permit holders.

8. PUBLIC UTILITY FEES: The Owner shall pay all installation charges for lighting, electric and gas required by Public Service Company/Xcel Energy for development of the Property.

9. STORMWATER APPURTENANCE CONSTRUCTION AND MAINTENANCE: The Owner shall obtain approval from the City Engineer of the final drainage plan for this development prior to approval of the associated Construction Plans/Final Plans. The Owner shall install stormwater conveyances, detention ponds, swales, infiltrations beds, underground best management practices, or any other stormwater feature as detailed on the approved construction drawings unless prior written approval is obtained by the City Engineer. The Owner shall meet all requirements, obligations, and best engineering principles imposed by the State of Colorado, County of Jefferson, City, and Urban Drainage and Flood Control District governing the construction of stormwater conveyances, detention ponds, swales, infiltration beds, underground best management practices, or any other water quality feature.

10. WATER RIGHTS: Chapter 102, Article II, of the Arvada City Code requires that all Property annexed into the City, must convey any tributary water rights appurtenant thereto to the City of Arvada. The Owner of the Property has declared that no water rights are associated with the Property. Should it be determined otherwise, the Owner shall be required to comply with the conveyance requirements of the Arvada City Code. In addition, the City, upon annexation, will not acquire, or require conveyance of, existing well water rights, but shall have a right of first refusal to have such rights conveyed to the City, pursuant to the Arvada Land Development Code, in the event

the Owner, or its successors or assigns, desires to convey such rights to any party other than a subsequent purchaser of the landowner's lot(s) upon which the well is situated.

11. CITY WATER SERVICE: If City water service is available adjacent to the property in either the State Highway 72 right-of-way or on an adjacent property, the Owner shall connect to City water and pay the System Development Charges (i.e. tap fees) in place at the time of connection.

12. FORCE MAJEURE: Any delays in or failure of performance by any party of their respective obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, pandemics, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party, and which are agreed to by the parties as justifying delay.

13. WAIVER: A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

14. BINDING EFFECT: The parties hereto agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns thereof and shall constitute covenants running with the Property. In the event that all or part of the Property is sold, transferred, or otherwise conveyed to additional or multiple parties, all owners and developers shall be jointly and severally responsible for the obligations of the Owner and Owner as set forth in this Agreement.

15. SEVERABILITY/AMENDMENT: Invalidity of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement. This Agreement may be amended only by an instrument in writing signed by all parties.

16. NO THIRD PARTY BENEFICIARIES: It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City, the Owner, and the Developer, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third person on such Agreement.

17. GOVERNING LAW AND ENFORCEMENT: The laws of the State of Colorado shall govern this Agreement. The parties agree and acknowledge that this Agreement may be enforced at law or in equity. In addition to any other available remedies, it is understood and agreed that the City may withhold or revoke any permits or certificates, including but not limited to building permits and certificates of occupancy, for the Property or for any structure or lot within this development in the event of a breach of this Agreement by the Owner or Owner.

18. PARAGRAPH CAPTIONS: The captions of the paragraphs are set forth only for the convenience and reference of the parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

19. RECORDATION FEES: The City of Arvada shall record this Agreement and any

approved subdivision plat for the Property (as applicable) with the Clerk and Recorder's office of the appropriate county per the provisions of the LDC. Prior to recordation, the Owner shall also pay all costs associated with recordation of these items with the County Clerk and Recorder.

20. INCORPORATION OF EXHIBITS: Unless otherwise stated in this Agreement, exhibits referenced in this Agreement shall be incorporated into this Agreement for all purposes. Reference to "Job Numbers" or "Project Numbers" in this Agreement is a reference to Final Plans and documentation which is retained as a public record on file and available for public inspection and review upon request at the City of Arvada, Municipal Building, 8101 Ralston Road, Arvada, Colorado. Such Final Plans and documentation filed with the City, approved by the City and noted within this Agreement are hereby incorporated into this Agreement for all purposes.

21. REVIEW OF REFERENCED DOCUMENTS: The Owner and Owner hereby understand and acknowledge that the public documents referenced in this Agreement, including but not limited to the Arvada City Code, LDC, Engineering Specifications, and Design Guidelines were, prior to the execution of this Agreement, and are presently, available for review and inspection at the Arvada Municipal Building, 8101 Ralston Road, Arvada, Colorado, from 8:00 a.m. through 5:00 p.m., Monday through Friday.

22. FAILURE OR DELAY OF THE PROJECT: The parties agree that the Owner's and/or Owner's remedies in the event of an alleged or actual breach by the City are expressly limited to specific performance or injunctive relief, and the Owner and/or Owner are expressly precluded from seeking monetary damages from the City, including but not limited to remedial, compensatory, punitive or consequential damages, including economic damages and lost profits. The Owner and/or Owner shall not claim that if the City delays the development project (for example, failure to inspect completed infrastructure within ten days of notice) as grounds to assert that the City slowed the development down or interfered with it and caused it to fail, and therefore the City will not be liable for the Owner's failed development and any and all the Owner's and/or Owner's monetary losses associated with such failure. This section shall survive the expiration or earlier termination of this Agreement.

23. NOTICES: Any notice or communication required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing, to the other party or parties. Such notice shall be deemed to have been given when deposited in the United States Mail or mail service such as Federal Express, United Parcel Service, etc. Such notice or communications shall be given to the parties at their addresses set forth below:

City:
City of Arvada
8101 Ralston Road
Arvada, CO 80001-8101

Owner:
Department of Transportation
2829 West Howard Place
Denver, CO 80204

DATED THIS ____ DAY OF _____, 2024.

CITY OF ARVADA, a Colorado Municipal
Corporation

Lauren Simpson, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

OWNER
Department of Transportation
State of Colorado

APPROVED AS TO FORM:

For Gregg E. Carson, #25460
Attorney for the Colorado Department of Transportation

s/ Gregg E. Carson

By: 
Keith Stefanik as Chief Engineer

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing was acknowledged before me this 10th day of September 2024, by Keith Stefanik as Chief Engineer of the Department of Transportation State of Colorado.

(SEAL)



WITNESS my hand and official seal.

My commission expires: April 27, 2026

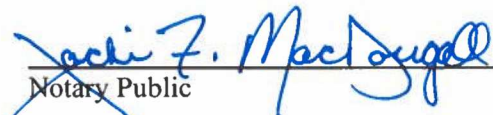

Notary Public

EXHIBIT A
COOT COAL CREEK MAINTENANCE YARD
ANNEXATION AGREEMENT

CDOT COAL CREEK ANNEXATION LEGAL DESCRIPTION

THAT PART OF THE NE ¼ OF SEC. 13, T. 2 S., R. 71 W., OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE CURRENT SOUTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 72 AND THE EASTERLY LINE OF THE DENVER & RIO GRANDE RAILROAD COMPANY RIGHT-OF-WAY AS SAID EASTERLY LINE IS SET FORTH IN BOOK 1674 AT PAGE 422, FROM WHENCE THE E ¼ CORNER OF SAID SECTION 13 BEARS S 87° 58' 49" E, 2009.61 FEET, MORE OR LESS;

THENCE ALONG SAID RAILROAD RIGHT-OF-WAY LINE ON A CURVE TO THE LEFT (WHOSE CHORD BEARS S 37° 25' 13" E, A DISTANCE OF 291.44 FEET) HAVING A RADIUS OF 423.00 FEET, A CENTRAL ANGLE OF 40° 18' 04", AN ARC DISTANCE OF 297.53 FEET TO THE POINT OF INTERSECTION OF SAID EASTERLY RAILROAD RIGHT-OF-WAY LINE WITH THE SOUTH LINE OF THE NE 1/4 OF SAID SECTION 13, ALSO BEING A POINT ON THE BOUNDARY LINE OF ARVADA ANNEXATION NO. 2805;

THENCE CONTINUING ALONG SAID EASTERLY RAILROAD RIGHT-OF-WAY LINE ON A CURVE TO THE LEFT AND SAID ANNEXATION ORDINANCE BOUNDARY (WHOSE CHORD BEARS S 61° 21' 13" E, A DISTANCE OF 55.81 FEET) HAVING A RADIUS OF 423.00 FEET, A CENTRAL ANGLE OF 07° 33' 56", AN ARC DISTANCE OF 55.85 FEET TO THE SOUTHWEST CORNER OF THE PARCEL DESCRIBED IN BOOK 2052, PAGE 21, IN THE RECORDS OF THE JEFFERSON COUNTY CLERK AND RECORDER;

THENCE N 70° 06' 18" E ALONG THE SOUTH LINE OF SAID PARCEL AND SAID ANNEXATION ORDINANCE BOUNDARY A DISTANCE OF 308.87 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL;

THENCE N 01° 29' 30" W ALONG THE EAST LINE OF SAID PARCEL AND SAID ANNEXATION ORDINANCE BOUNDARY, A DISTANCE OF 209.03 FEET TO THE PRESENT SOUTH RIGHT OF WAY LINE OF SAID HIGHWAY NO. 72;

THENCE N 01° 21' 23" W A DISTANCE OF 110.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID HIGHWAY NO. 72;

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE ON A CURVE TO THE LEFT (WHOSE CHORD BEARS S 85° 33' 51" W, A DISTANCE OF 409.94 FEET) HAVING A RADIUS OF 3,869.72 FEET, A CENTRAL ANGLE OF 06° 04' 21", AN ARC DISTANCE OF 410.13 FEET TO A CDOT RIGHT-OF-WAY MARKER;

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE S 87° 51' 02" W A DISTANCE OF 107.80 FEET;

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE S 82° 31' 41" W A DISTANCE OF 11.18 FEET TO THE EASTERLY LINE OF SAID DENVER & RIO GRANDE RAILROAD COMPANY RIGHT-OF-WAY;

THENCE ALONG SAID EASTERLY RAILROAD RIGHT-OF-WAY LINE ON A CURVE TO THE LEFT (WHOSE CHORD BEARS S 08° 25' 45" E, A DISTANCE OF 130.02 FEET) HAVING A RADIUS OF 423.00 FEET, A CENTRAL ANGLE OF 17° 40' 52", AN ARC DISTANCE OF 130.54 FEET TO THE POINT OF BEGINNING.

(PARCEL CONTAINS 4.02 ACRES MORE OR LESS)

Prepared By:

James V. Hastings

Anderson & Hastings Consultants, Inc.

7175 W. Jefferson Ave. Suite 4350

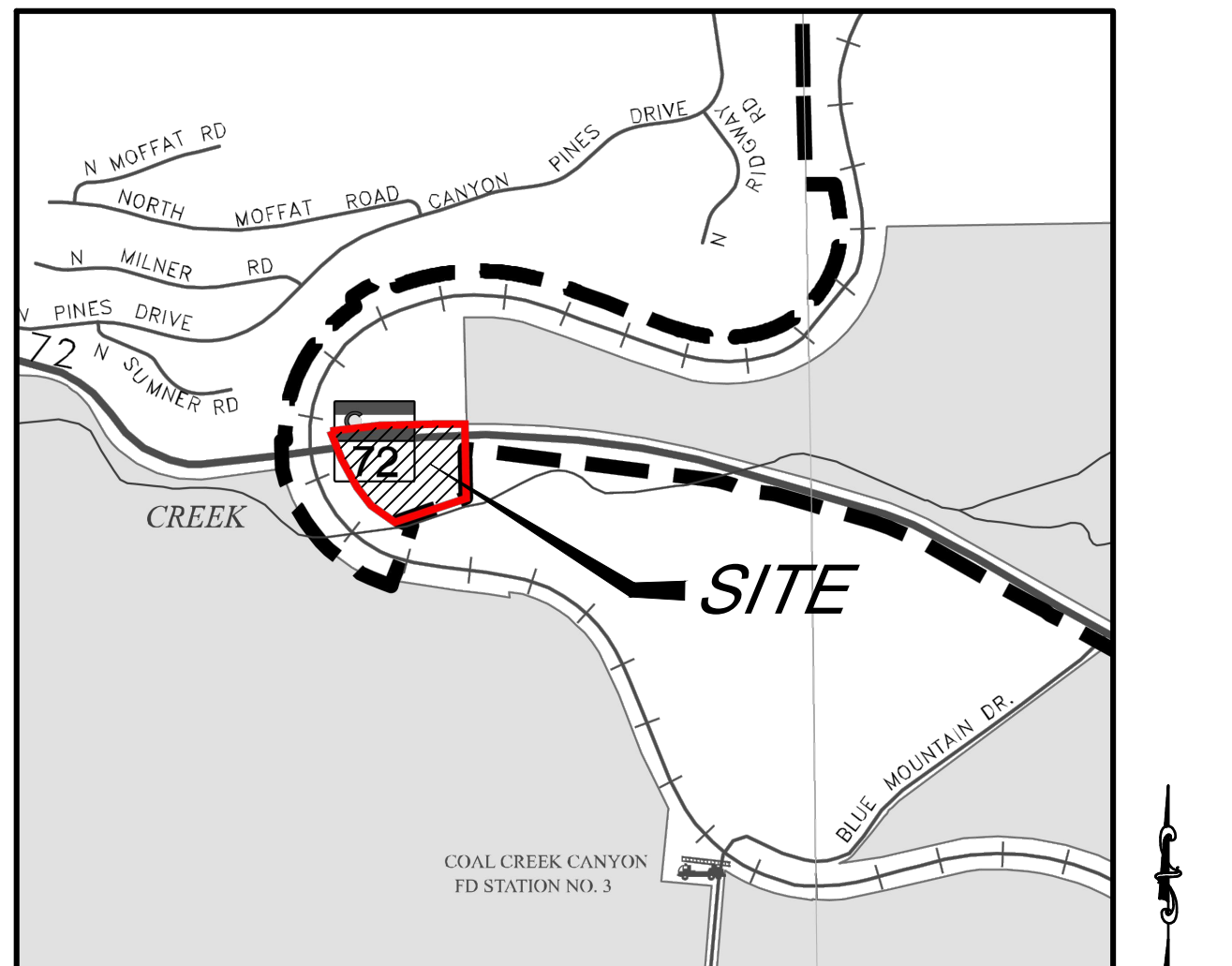
Lakewood, CO 80235



ANNEXATION MAP

CDOT COAL CREEK

A PART OF THE NE 1/4 OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 71 WEST OF THE 6TH PRINCIPAL MERIDAN, COUNTY OF JEFFERSON, STATE OF COLORADO.



VICINITY MAP

SCALE 1"= 500'

LEGEND

- EXISTING ARVADA CITY LIMITS
- PROPOSED ARVADA CITY LIMITS
- SECTION LINE
- TIE LINE
- RIGHT-OF-WAY LINE
- LOT LINE
- FOUND QUARTER SECTION CORNER
- SET NO. 5 REBAR WITH YELLOW PLASTIC CAP
LABELED: A&H CON PLS 22917

BASIS OF BEARINGS:

BEARINGS ARE BASED ON THE SOUTH LINE OF THE NE 1/4 OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 71 WEST, OF THE 6TH PRINCIPAL MERIDIAN, MONUMENTED BY A 3 1/2" ALUMINUM CAP (LABELED: 1/4, S13 | S18, R71W | R70W, LS 14057) MOUNTED ON A 2" ALUMINUM PIPE AT THE EAST 1/4 CORNER, AND A 1.5" ALUMINUM CAP ON A NO. 5 REBAR (LABELED: TST, C1/4, S 13, LS 14166) AT THE CENTER 1/4 CORNER, BEARING S 84°59'09" W A DISTANCE OF 2603.52' (AS MEASURED) WITH ALL BEARINGS HEREON RELATIVE THERETO.

LEGAL DESCRIPTION

THAT PART OF THE NE 1/4 OF SEC. 13, T. 2 S., R. 71 W., OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE CURRENT SOUTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 72 AND THE EASTERLY LINE OF THE DENVER & RIO GRANDE RAILROAD COMPANY RIGHT-OF-WAY AS SAID EASTERLY LINE IS SET FORTH IN BOOK 1674 AT PAGE 422, FROM WHENCE THE E 1/4 CORNER OF SAID SECTION 13 BEARS S 87° 58' 49" E, 2009.61 FEET, MORE OR LESS;

THENCE ALONG SAID RAILROAD RIGHT-OF-WAY LINE ON A CURVE TO THE LEFT (WHOSE CHORD BEARS S 37° 25' 13" E, A DISTANCE OF 291.44 FEET) HAVING A RADIUS OF 423.00 FEET, A CENTRAL ANGLE OF 40° 18' 04", AN ARC DISTANCE OF 297.53 FEET TO THE POINT OF INTERSECTION OF SAID EASTERLY RAILROAD RIGHT-OF-WAY LINE, TO THE SOUTH LINE OF THE NE 1/4 OF SAID SECTION 13, ALSO BEING A POINT ON THE BOUNDARY LINE OF ARVADA ANNEXATION NO. 2805;

THENCE CONTINUING ALONG SAID EASTERLY RAILROAD RIGHT-OF-WAY LINE ON A CURVE TO THE LEFT AND SAID ANNEXATION ORDINANCE BOUNDARY (WHOSE CHORD BEARS S 61° 21' 13" E, A DISTANCE OF 55.81 FEET) HAVING A RADIUS OF 423.00 FEET, A CENTRAL ANGLE OF 07° 33' 56", AN ARC DISTANCE OF 55.81 FEET TO THE SOUTHWEST CORNER OF THE PARCEL DESCRIBED IN BOOK 2052, PAGE 21, IN THE RECORDS OF THE JEFFERSON COUNTY CLERK AND RECORDER;

THENCE N 70° 06' 18" E ALONG THE SOUTH LINE OF SAID PARCEL AND SAID ANNEXATION ORDINANCE BOUNDARY A DISTANCE OF 308.87 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL;

THENCE N 01° 29' 30" W ALONG THE EAST LINE OF SAID PARCEL AND SAID ANNEXATION ORDINANCE BOUNDARY, A DISTANCE OF 209.03 FEET TO THE PRESENT SOUTH RIGHT OF WAY LINE OF SAID HIGHWAY NO. 72;

THENCE N 01° 21' 23" W A DISTANCE OF 110.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID HIGHWAY NO. 72;

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THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE S 87° 51' 02" W A DISTANCE OF 107.80 FEET;

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE S 82° 31' 41" W A DISTANCE OF 11.18 FEET TO THE EASTERLY LINE OF SAID DENVER & RIO GRANDE RAILROAD COMPANY RIGHT-OF-WAY;

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(PARCEL CONTAINS 4.02 ACRES MORE OR LESS)

NOTE: DISTANCES ARE MEASURED IN US SURVEY FEET. ANGLES ARE MEASURED IN DEGREES, MINUTES AND SECONDS.

SURVEYOR'S CERTIFICATE

I, JAMES V. HASTINGS, A LICENSED PROFESSIONAL LAND SURVEY REGISTERED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS CDOT COAL CREEK ANNEXATION MAP WAS PREPARED UNDER MY DIRECT SUPERVISION AND ACCURATELY DESCRIBES THE LAND TO BE ANNEXED TO THE CITY OF ARVADA. I FURTHER CERTIFY THAT SAID LAND IS GREATER THAN ONE-SIXTH (1/6) CONTIGUOUS WITH THE PRESENT BOUNDARY OF THE CITY OF ARVADA. THE ABOVE DESCRIBED LAND IS CONTIGUOUS TO THE CITY OF ARVADA AND MEETS THE REQUIREMENTS SET FORTH IN COLORADO REVISED STATUTES 1973, 31-12-104-1(a) THAT ONE-SIXTH OR MORE OF THE PERIMETER TO BE ANNEXED IS CONTIGUOUS WITH THE ANNEXING MUNICIPALITY.



JAMES V. HASTINGS P.L.S. #22917

CONTIGUITY STATEMENT:

THE ABOVE DESCRIBED LAND IS CONTIGUOUS TO THE CITY OF ARVADA AND MEETS THE REQUIREMENTS SET FORTH IN COLORADO REVISED STATUTES 31-12-104-1(a) THAT ONE-SIXTH FOR MORE OF THE PERIMETER TO BE ANNEXED IS CONTIGUOUS WITH THE ANNEXING MUNICIPALITY.

CONTIGUITY STATEMENT:

- TOTAL PERIMETER OF AREA CONSIDERED FOR ANNEXATION = 1640.9'
- ONE-SIXTH OF TOTAL PERIMETER OF AREA = 273.48'
- PERIMETER OF THE AREA CONTIGUOUS WITH EXISTING CITY LIMITS = 573.7'
- THE TOTAL CONTIGUOUS PERIMETER IS 35%, WHICH MEETS OR EXCEEDS THE 1/6 AREA REQUIRED.

APPROVAL CERTIFICATE:

APPROVED FOR FILING BY THE CITY OF ARVADA THIS _____ DAY OF _____, 20____.

MAYOR _____ ATTEST: _____ CITY CLERK

ORDINANCE NUMBER(S) _____

CLERK AND RECORDER'S CERTIFICATE:

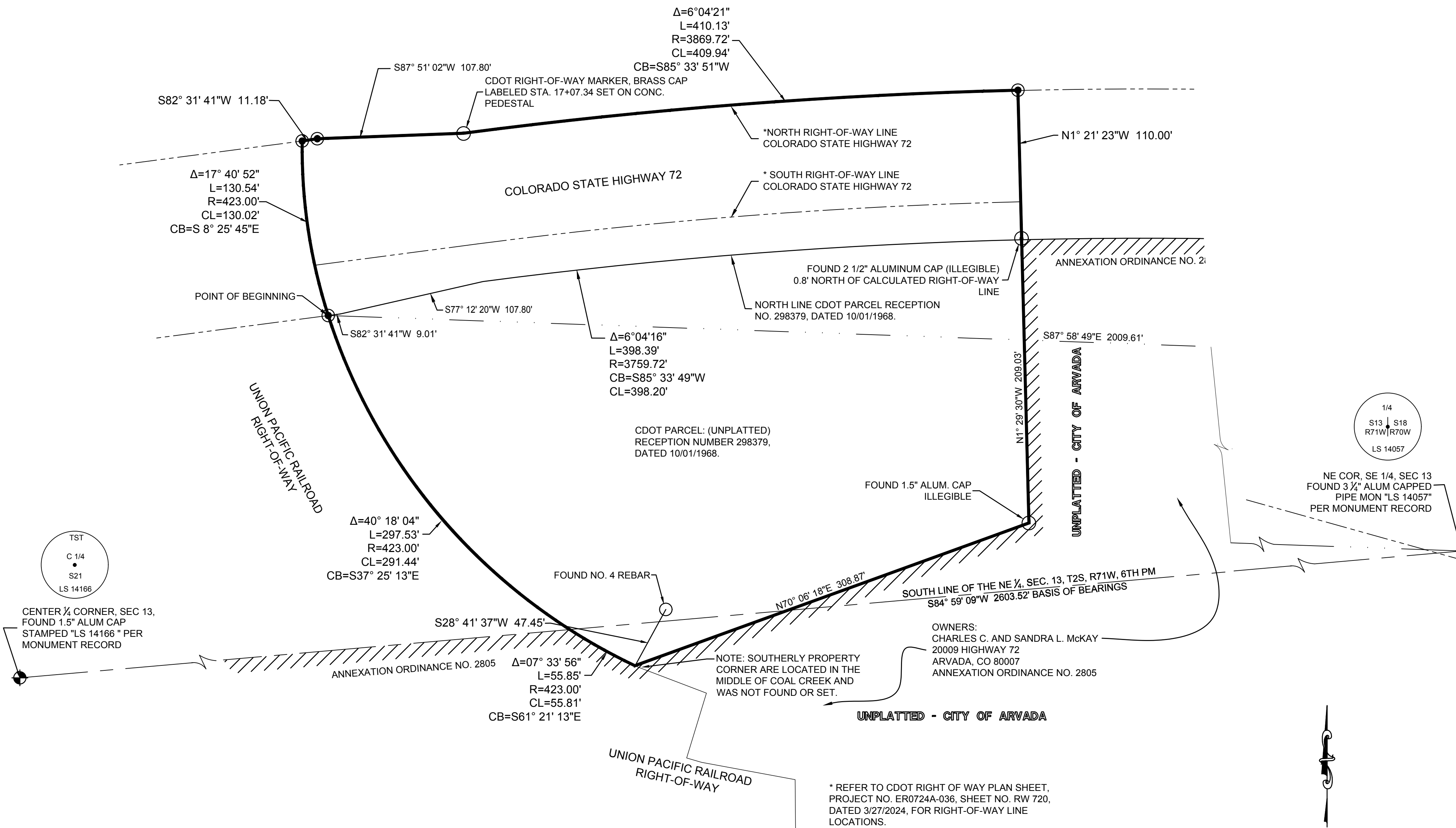
RECEPTION NUMBER _____

ACCEPTED FOR FILING BY THE OFFICE OF THE CLERK AND RECORDER OF JEFFERSON COUNTY, AT GOLDEN, COLORADO ON THIS _____ DAY OF _____, 20____ AT _____ O'CLOCK.

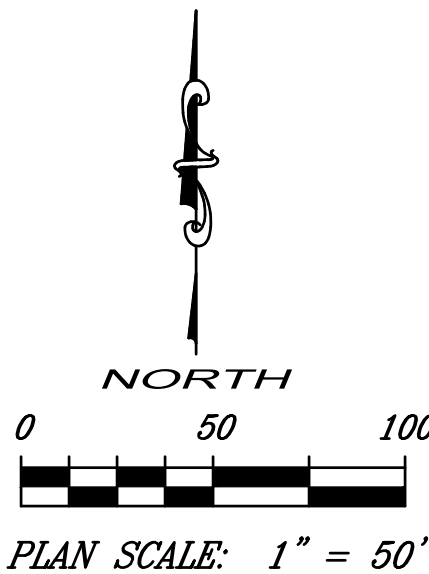
BY: _____ DEPUTY CLERK

DRAWN BY JVH	Anderson & Hastings Consulting Engineers Inc. 7175 W. Jefferson Ave., Suite 4350 Lakewood, Colorado 80235 303-433-8496 DIRECT 720-452-0520 e-mail: jvhastings@ahcinc.com	JOB NO. 130-22019
DATE 04/09/2024		SHEET NO. 1

ANNEXATION MAP



* REFER TO CDOT RIGHT OF WAY PLAN SHEET, PROJECT NO. ER0724A-036, SHEET NO. RW 720, DATED 3/27/2024, FOR RIGHT-OF-WAY LINE LOCATIONS.



SYNOPSIS OF PLANNING COMMISSION ACTION ON CDOT Coal Creek Maintenance Yard

JUNE 18, 2024

Colorado Department of Transportation (CDOT) Coal Creek Maintenance Yard, a 4.02 acre parcel approximately located on the south side of State Highway 72 between Canyon Pines Drive and Plainview Road.

CP2024-0003 A Resolution by the Planning Commission for the City of Arvada, Colorado to amend the 2014 Arvada Comprehensive Plan Land Use designation pertaining to the Colorado Department of Transportation (CDOT) Coal Creek Maintenance Yard from Undesignated Land Use to City of Arvada Public/Quasi Public, for a 4.02 acre parcel of land approximately located on the south side of State Highway 72 between Canyon Pines Drive and Plainview Road in the County of Jefferson and State of Colorado.

An Ordinance Annexing certain land into the City of Arvada for the Colorado Department of Transportation (CDOT) Coal Creek Maintenance Yard, a 4.02 acre parcel of land approximately located on the South Side of State Highway 72 between Canyon Pines Drive and Plainview Road in the County of Jefferson and State of Colorado.

An Ordinance Rezoning Certain Land within the City of Arvada from Jefferson County Agriculture-One (A-1) to City of Arvada Open Space (OS) and amending the Official Zoning Maps of the City of Arvada, Colorado for the Colorado Department of Transportation (CDOT) Coal Creek Maintenance Yard, a 4.02 acre parcel of land approximately located on the south side of State Highway 72 between Canyon Pines Drive and Plainview Road.

Mr. Griffith opened the public hearing.

Mr. Griffith asked if all of the required documents were in order.

Mr. Nitchals stated the posting notice is in order, publication notice, mailing notice and no public comments were received.

Mr. Griffith asked are there any additions or corrections to the Staff Report?

Mr. Nitchals stated there is one. On page 8 criterion number 5 in the rational column, it says, "therefore will result in additional negative impacts" when it should read, "therefore will not result in additional negative impacts."

Mr. Griffith asked if there are any additional items that have been received to be made on the record?

Mr. Griffith stated the following items have been submitted and will be made a part of the permanent record, publication notice, posting notice, mailing notice and affidavit.

SYNOPSIS OF MINUTES JUNE 18, 2024 - CDOT Coal Creek Maintenance Yard

Mr. Griffith asked Mr. Nitchals to introduce the project.

Mr. Nitchals introduced the project. Colorado Department of Transportation (CDOT) Coal Creek Maintenance Yard. A Major Comprehensive Plan Amendment, Annexation and Rezoning.

Applicant - Rob Levinson, 2829 W Howard Pl. Denver, CO 80204, Here on behalf of CDOT to annex a portion of their Maintenance yard to the City. They want to connect to city sewer and eventually city water.

PUBLIC COMMENT

The public hearing was opened.

Mr. Griffith opened the hearing for comments from the public.

IN FAVOR

N/A

IN OPPOSITION

N/A

APPLICANT REBUTTAL

N/A

QUESTIONS FROM THE COMMISSION

Mr. Knapp asked if there is a requirement to be annexed into the city before water is available. Is this a requirement or is this not a requirement and this can be done without water?

Mr. Nitchals stated normally it is the requirement but the code does give City Council discretion on this matter.

Mr. Figliolino asked about the proposed Open Space zoning designation? People can't go recreate on this land?

Mr. Nitchals stated that the Open Space zone district is the only zone district that the Comprehensive Plan Public and Quasi-public Facilities designation is intended to implement. It is not perfect but the best designation given that it is a CDOT facility. It also has development standards that will help CDOT with their new building and its proximity to the Right-of-Way.

Mr. Figliolino states we will be looking at the Comprehensive Plan soon and we should make it clearer about Open Space zoning designation.

Mr. Magee commented that in the last few months we just approved a water treatment plan on land zoned Open Space. It's common to put these types of facilities on land zoned Open Space.

Mr. Hannan stated an administrative comment to change the names for Secretary and Vice Chair on the Comprehensive Plan Amendment document.

MOTION: 8.B.1

I move that CP2024-0003, a resolution by the Planning Commission for the City of Arvada, Colorado to amend the 2014 Arvada Comprehensive Plan Land Use designation pertaining to the Colorado Department of Transportation Coal Creek Maintenance Yard from Undesignated Land Use to City of Arvada Public/Quasi Public, for a parcel of land located on the South Side of State Highway 72 between Canyon Pines Drive and Plainview Road in the County of Jefferson and State of Colorado, be approved and recommended to City Council for ratification.

This motion is based on the finds of fact and approved criteria on Pages(s) 6 & 7 of the staff report.

DISCUSSION OF MOTION

Mr. Magee stated a very simple project but a good one anytime we can improve water quality and get rid of a septic system is good. He will be supporting the motion.

Mr. Gay supports the motion as well. Thinks the order of the motion are out of order. Shouldn't the annex be first.

Ms. Grogg stated we have talked about it internally, we do believe the Comprehensive Plan is first because that is our guiding document. So that we first change the designation then the entitlements. We have intentionally put the items in this order.

Mr. Figliolino stated thank you for the improvement in the water quality.

Those voting Yes: Griffith, Knapp, Aljinovich, Magee, Gay, Figliolino, Hannan

Those voting No:

Those absent: None

The motion carried: 7-0

MOTION: 8.B.2

SYNOPSIS OF MINUTES JUNE 18, 2024 - CDOT Coal Creek Maintenance Yard

I move that an Ordinance annexing certain land into the City of Arvada for the Colorado Department of Transportation (CDOT) Coal Creek Maintenance Yard, a 4.02 acre parcel of land approximately located on the South Side of State Highway 72 between Canyon Pines Drive and Plainview Road in the County of Jefferson and State of Colorado, be recommended to City Council for approval.

This motion is based on the finds of fact and approved criteria on Page 7 of the staff report.

DISCUSSION OF MOTION

N/A

Those voting Yes: Griffith, Aljinovich, Magee, Hannan, Figliolino, Knapp, Gay

Those voting No:

Those absent: None

The motion carried: 7-0

MOTION: 8.B.3

It was moved by Mr. Figliolino that an Ordinance Rezoning Certain Land within the City of Arvada from Jefferson County Agriculture-One (A-1) to City of Arvada Open Space (OS) and amending the Official Zoning Maps of the City of Arvada, Colorado for the Colorado Department of Transportation (CDOT) Coal Creek Maintenance Yard, a 4.02 acre parcel approximately located on the south side of State Highway 72 between Canyon Pines Drive and Plainview Road, be recommended to City Council for approval.

This motion is based on the finds of fact and approved criteria on Page(s) 7 & 8 of the staff report.

DISCUSSION OF MOTION

N/A

Those voting Yes: Griffith, Aljinovich, Magee, Hannan, Figliolino, Knapp, Gay

Those voting No:

Those absent: None

The motion carried: 7-0



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.2.

TO: THE HONORABLE CITY COUNCIL

DATE: November 18, 2024

SUBJECT: R24-119, A Resolution Authorizing an Agreement Between the City of Arvada and Winn-Marion Barber, LLC for Goods and Services Relating to Electric Vehicle Chargers Supply, Installation, Maintenance and Repair in an Amount not to Exceed \$838,948.06

Report in Brief

PRESENTER: Jaqueline Rhoades, Director of Public Works

Council action is requested on the attached resolution authorizing an agreement with Winn-Marion Barber LLC Not to Exceed the amount of \$838,948.06. This project involves the supply and installation of 35 electric vehicle chargers available for both fleet (19 chargers) and public (16 chargers) use. 33 of these chargers will be level 2 commercial chargers while the remaining two chargers will be level 3 fast chargers. The contract includes all secondary infrastructure to support the installation of the chargers which includes design, concrete demo/replacement, electrical feeds, secondary transformers and distribution panels, bollards, and revised parking layouts. The City of Arvada will still need to work with Xcel Energy to install the new primary electrical system in parallel with this project. The City of Arvada will be reimbursed \$175,000 for the acquisition of the electric vehicle chargers from the award of two State grants once the project is completed.

The Arvada Team recommends that the City Council Approve R24-119, A Resolution Authorizing an Agreement by and between the City of Arvada and Winn-Marion Barber LLC for Project No. 24-FAC-017 Electric Vehicle Chargers, Supply, Installation, Maintenance, & Repair in an amount Not to Exceed \$838,948.06.

Financial Impact

This is a one-time request for project design, supplies, and construction costs. Currently, \$807,713 of the requested \$838,948.06 is funded.

The following funding is currently available from the sources below;

CIP Administration 91140 Charge Ahead Colorado - \$370,000
CIP Administration 91141 Fleet Zero - \$340,500
CIP Administration 91103 Old Town Parking Garage - \$47,213
Construction Arvada Aquatics Center 91122 - \$50,000
Total Funded - \$807,713

Supplemental funding will be requested for the gap in funding to the amount of \$32,000. When the City is reimbursed from the State of Colorado's grants, the total amount spent on the electric vehicle charger installation will be \$663,948.06.

Additionally, supplemental funding of an estimated \$356,000 will be requested for Xcel Energy's fees to upgrade the primary electrical infrastructure. This estimated amount is not included in this resolution, but will be required for charger operation.

Background

The City of Arvada manages a diverse fleet of more than 600 vehicles. It currently has 9 electric vehicles with plans to convert 30 more in the near future. The facilities division has already had to install 3 temporary level 1 (residential) chargers to keep up

with demand. Upgrading the infrastructure to install 35 high capacity level 2 and level 3 commercial chargers will posture the City for an increased fleet of electric vehicles and ensure continuation of day to day operations while going through fleet conversion.

In order to help absorb the high upfront costs of upgrading the electrical system to support these new chargers, the City of Arvada was awarded two grants from the State of Colorado to purchase both fleet (\$99,000) and public-facing (\$78,000) electric vehicle chargers. The grants will be paid to the City once the project is complete.

At the time of the grant awards, Xcel Energy and the Public Utilities Commission funded the Electric Vehicle Supply Program which paid for the installation of the primary electrical infrastructure. That program has since been discontinued and the City of Arvada will have to incur those costs in addition to this contract.

Bids were opened on September 12, 2024. Eight responses were received. Winn-Marion Barber was selected because they offered the best value and most responsive bid substantiating they could meet the service requirements. They have also installed EV chargers for the Cities of Lakewood and Longmont under the same grants that Arvada was awarded, showing that they can fulfill the many requirements of the grants.

Bid results for the base bid are as follows:

1. Blink - \$152,923.20 (Non-responsive chargers only)
2. Everged - \$205,520 (very low costs submitted for infrastructure work, which was understood as lack of understanding of scope)
3. Mac Electric Company - \$476,725.31 (Missing bid paperwork, lack of commercial & municipal work)
4. Intermountain Electric - \$644,218 (Not selected due to lack of grant close out support)
5. Merit Electric - \$650,479 (Limited experience, not much detail on approach)
6. Winn-Marion - \$681,615.86 (Selected)
7. National Car Charging - \$1,234,650
8. Southpaw - \$1,265,974.65

Discussion

Winn-Marion was selected because they offered the best value and had completed municipal and grant work for Lakewood and Longmont. Both cities offered excellent references and were satisfied with their installations. The chargers that Winn-Marion proposed are open software and meet all the grant requirements.

A Notice to Proceed is expected to be issued on or about December 13th to start the design and coordination with Xcel Energy. Construction will maintain continuous progress and work is expected to be completed in the Spring of 2025.

Installation of these chargers will not only help fulfill the City of Arvada's sustainability goals on the fleet side, but improve access to clean charging for Arvada's population.

Public Contact

Posting of the City Council Agenda

Commission Recommendation

N/A

Strategic Alignment

This recommendation action aligns with two priority areas within the City Council Strategic Plan.

- 1) Infrastructure INF2, *"Invests in and maintains safe, resilient, accessible, and environmentally efficient City facilities and*

fleet vehicles."

2)Vibrant Community & Neighborhoods VCN7, "*Supports equitable City policies, programs, and efforts to secure an economically, socially, and environmentally sustainable city.*"

Additionally, while the new Climate Action & Sustainability Plan is being drafted this recommendation addresses facets of the Air Quality & Transportation sector.

Alternative Courses of Action

Alternative Course of Action 1

Supplemental funding will be needed to execute the contract in full. If supplemental funding is rejected, an alternative course of action would be to reduce the number of chargers installed or remove the level 3 fast charger installation altogether. This course of action will save money initially on this contract. However, if the City of Arvada needs to expand its charging capability in the future, it would pay twice for design, mobilization, and Xcel's costs for upgrading infrastructure, and unknown inflation.

Recommendation for Action

The Arvada Team recommends that the City Council Approve R24-119, A Resolution Authorizing an Agreement by and between the City of Arvada and Winn-Marion Barber LLC for Project No. 24-FAC-017 Electric Vehicle Chargers, Supply, Installation, Maintenance, & Repair in an amount Not to Exceed \$838,948.06.

Suggested Motion:

I move that R24-119, A Resolution Authorizing an Agreement Between the City of Arvada Winn-Marion Barber, LLC for Goods and Services Relating to Electric Vehicle Chargers Supply, Installation, Maintenance and Repair in an Amount not to Exceed \$838,948.06, be (approved) (rejected).

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Kim Vagher, Manager of City Facilities	10/24/2024
Jacqueline Rhoades, Public Works Director	11/1/2024
Bryan Archer, Director of Finance	11/4/2024
Tammy Hedlund, Legal Specialist	11/4/2024
Kelsy Sargent, Assistant City Attorney	11/4/2024
Don Wick, Deputy City Manager	11/4/2024
Rachel Morris, City Attorney	11/6/2024
Linda Haley, Acting City Manager	11/6/2024

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R 24-119

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF ARVADA AND WINN-MARION BARBER, LLC FOR GOODS AND SERVICES RELATING TO ELECTRIC VEHICLE CHARGERS SUPPLY, INSTALLATION, MAINTENANCE AND REPAIR IN AN AMOUNT NOT TO EXCEED \$838,948.06

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 that 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 18th day of November, 2024.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

BY: _____

**AN AGREEMENT BETWEEN THE CITY OF ARVADA AND
WINN-MARION BARBER, LLC FOR GOODS AND SERVICES
RELATING TO ELECTRIC VEHICLE CHARGERS SUPPLY,
INSTALLATION, MAINTENANCE AND REPAIR IN AN
AMOUNT NOT TO EXCEED \$838,948.06**

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 Winn-Marion Barber, LLC, a Colorado limited liability company whose principal place of business is located at 7151 S. Blackhawk St., Suite 900, Centennial, CO 80112 (“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 entity to provide design services, materials, site work, labor, installation, monitoring, warranty, and repair services for new electric charging stations at select locations.
- 2.2. On or about July 18, 2024, Arvada issued a request for proposal (“RFP 24-FAC-017”) seeking responses from qualified entities to provide goods and services as described in Sec. 2.1 (“the Work”).
- 2.3. Contractor has extensive experience in providing the types of goods and services needed. On or about September 10, 2024, Contractor submitted its proposal in response to Arvada’s RFP 24-FAC-017 (“Proposal”).
- 2.4. Arvada has determined that Contractor has the requisite background, skill, expertise, and insurance to provide the requested goods and services and other related services, under the terms and conditions more fully set forth below.
- 2.5. 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 work, 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 RFP 24-FAC-017 including General Terms and Conditions & Addenda; and

Exhibit B: Contractor's Proposal.

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**, in that order. In no event may any contradictory term or provision contained in **Exhibit B** supersede the provisions of this Agreement or **Exhibit A**. Any such contradictory term or provision shall be null and void.

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. Commencement of Work. Notwithstanding the term of this Agreement, the Parties anticipate Contractor will commence the Work no later than 7 calendar days after the Notice to Proceed is issued with completion of the project occurring no later than August 31, 2025, unless the Parties agree, in writing, to a different time frame given the reliance on Xcel's construction of the infrastructure necessary to support the Work.
- 4.2.1.1. Contractor will furnish all materials, supplies, tools, equipment, labor, transportation, testing, and other services necessary for the completion of the Work.
- 4.2.2. 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. Force majeure. Any delays in or failure of performance by any party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, pandemics, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party.

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 \$838,948.06.

5.1.1. Contractor shall submit itemized monthly invoices to Arvada for actual goods and services that have been accepted by Arvada or performed by Contractor. Payment by Arvada will be due NET 30 days.

5.2. Additional Work. While Arvada has listed its major requirements for its solicitation in **Exhibit A**, Arvada may, during the term of this Agreement, wish to purchase other related services identified and offered by Contractor, based upon the pricing/fee contained in Contract Documents. Arvada reserves the right to award these ancillary items to Contractor or another top rated Bidder based upon the negotiated scope of work and fee structure. This option, if exercised, in no way obligates Arvada to pursue additional services with Contractor.

6. **SCOPE OF SERVICES.** Contractor shall perform the Work as described in the Contract Documents or as amended by the mutual consent of the Parties in writing. The Scope of Work is reflected in **Exhibit A**. 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.
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 the City'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 by Contractor in its Response and accepted by Arvada and shall include (a) completing the agreed upon Scope of Work, (b) completing within the contracted price, (c) completing the Work within the contracted timeline, (d) completing the Work with materials that meet industry standards, and (e) completing any installation required by the Work with high quality standards.
9. **PROJECT OWNERS.** Arvada designates Michael Hodyno (mhodyno@arvada.org) as Arvada's Project Owner and 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 Jim Hussey (jimhussey@winn-marion.com) as Contractor's Project Owner and will be Contractor's primary contact person during the course of this Agreement. Contractor may change the Project Owner(s) with the Arvada's prior written approval.

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. Additionally, Contractor represents it has \$1,000,000 workers compensation coverage and a \$10,000,000 umbrella policy coverage. 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.
11. **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.
12. **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.
13. **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.
14. **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.
15. **NO THIRD-PARTY BENEFICIARIES.** The Parties understand and agree that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action to any other third party on this Agreement. It is the intention of the Parties that any person other than the Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

DATED this _____ day of _____, 2024.

CITY OF ARVADA, a Colorado home
rule municipal corporation

Lauren Simpson
Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST:

City Clerk

APPROVED AS TO FORM:
Rachel A. Morris

By: _____

WINN-MARION BARBER, LLC

Dan Blanchard
EV Business Development Manager
7151 S. Blackhawk St., Suite 900
Centennial, CO 80112
Email: danblanchard@winn-marion.com

Exhibit A

An Agreement Between the City Of Arvada and Winn-Marion Barber, LLC for Goods And Services Relating to Electric Vehicle Chargers Supply, Installation, Maintenance And Repair In An Amount Not To Exceed \$838,948.06

CITY OF
ARVADA

REQUEST FOR PROPOSAL

Proposal #: 24-FAC-017

Title: Electric Vehicle Chargers Supply, Installation, Maintenance and Repair

RFP Issued: 07/18/2024

Pre-proposal Meeting: August 12, 2024, 9:00 AM – 11:00 AM
Anne Campbell Room at City Hall 8101 Ralston Rd, Arvada, CO 80002 - There will be an option to visit the inaccessible job sites

Question Deadline: 08/20/2024 2:00 PM MDT
Questions must be submitted through BidnetDirect.com.
Responses will be posted on Bidnet via addendum.

Proposals Due By: 09/05/2024 2:00 PM MDT
Electronic Submissions must be submitted online at BidNetDirect.com.
This is the only valid source for postings regarding this solicitation.
Late responses will not be considered for award.

For additional administrative information not related to the project contact: Doreen Mazza, dmazza@arvada.org
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
Special Terms and Conditions	page 4
Insurance Requirements	page 5
Administrative instructions and Evaluation Criteria	page 7
Scope of Work	page 9
Required Vendor Submittal Form, Submittal Checklist	page 11
Performance Measures Form	page 13

Attachments:

- A - Site Location Plans
- B - Charge Ahead Colorado State of Colorado Purchase Order (extension granted to Spring 2025)
- C - Charge Ahead Colorado Grant Application Guide
- D - Fleet Zero State of Colorado Purchase Order
- E - Fleet Zero Grant Application Guide

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 inure 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 (26.2) above.
- 26.4 Upon Arvada's request, Contractor shall certify to Arvada that its service(s) and digital documents are compliant with Section (26.2) 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. NO 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 with no option to renew.

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. Comingling 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 therefor 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. 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.

8. 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.

9. 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.

1. ☒ **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.
2. ☒ **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 \$2,000,000 aggregate.
3. ☒ **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.

4. ☐ **Umbrella Liability** of \$ _____, following form to the Commercial General Liability.
5. ☐ **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.
6. ☒ **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.
7. ☐ **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.
8. ☒ **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 **State of Colorado and 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:

The selection process will consist of evaluation of qualified proposals received based on the criteria outlined in this RFP. Presentations may be requested to confirm or clarify the information contained in the proposal responses. 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:

- 1) Firm Capabilities & assigned staff experience
- 2) Scope of submission
- 3) Effective Project Approach
- 4) Effectiveness of implementation, or installation, plan.
- 5) Price/total cost of ownership to support best value for the City

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 proposal should include the information in the format outlined below and be limited to no more than twenty-five (25) pages. Required City forms, resumes, title pages are excluded from page count. Information should be concise, without extraneous content. Refrain from submitting generic marketing materials, alternate and unapproved agreements, and any other information not requested.

All information should be contained in in one pdf file, with sections bookmarked. The file name should start with proposer's name, then the proposal number. Imbedded links for required information are NOT acceptable. All information that proposers want evaluated must be contained in the pdf file.

- a. Cover & executive summary
- b. Detail Firm's and assigned staff capabilities, experience, and qualifications
- c. Details of proposal – proposed services, implementation timeline and project management approach as it applies to the Scope of Work
- d. Previous projects of similar size and scope, with references
- e. Cost Proposal – cost for services including items listed below and all other charges required to produce a fully operational unit
- f. Completed attached City submittal forms and all other forms or attachments specifically requested

9. PRICING

Please provide the following pricing line items for each unit:

1. Design and Construction Costs for Installation
2. The price for each configuration offered must include the unit and all hardware/accessories listed in sections 2 and 3 of the Scope of Work.
3. Unit Monitoring Costs on a per/year basis
4. Software Licensing
5. Credit card processing fees
6. Network connectivity charges
7. Any uptime guarantee service fees to include the uptime percentage
8. All other charges required to produce a fully operational unit

The City of Arvada is a participating agency within the Sourcewell contract network for acquisition of these chargers and services. Additionally, the State of Colorado already has pricing agreements with participating companies. Please include any Sourcewell or pricing agreements in your bid/proposal.

The rest of this page is intentionally left blank.

SCOPE OF WORK

Background

The City of Arvada (City) was recently awarded two grants from the Colorado Energy Office (CEO) to install electric vehicle chargers throughout the city. One grant is the Fleet Zero-Emission Resource Opportunity grant for future City owned fleet vehicles, and the other grant is the Charge Ahead Colorado grant for public electric vehicle charging. The City of Arvada is looking for qualified vendors to provide design services, materials, site work, labor, installation, monitoring, warranty, and repair services for new electric charging stations at select locations.

The Contractor will coordinate with Xcel Energy to ensure the correct size of primary electrical supply is installed from the utility company. Xcel Energy will require a design of the proposed installed charging systems at each site before new transformers and primary lines can be ordered and installed.

Anticipated Scope of Work

The City of Arvada is looking for a contractor to design, supply, install, and perform operation/maintenance services for the following type and number of electric vehicle chargers under each grant at the following locations. All chargers will be Level 2, 19.2 kW. All chargers will be dual port unless otherwise noted.

1. The following are installation site details:
 - a. Fleet Zero Grant (City Fleet Vehicles Only)
 - i. City Hall (8101 Ralston Rd, Arvada CO) 3 Chargers – 6 Ports
 - ii. Indiana Shops (6701 Indiana St, Arvada CO) 3 Chargers – 6 ports
 - iii. Parks & Fleet Building (7800 W 62nd Ave, Arvada CO) 3 chargers – 6 ports
 - b. Charge Ahead Colorado (Public Accessible Chargers)
 - i. Olde Town Transit Hub (5575 Vance St, Arvada CO) 1 Charger exterior of the parking garage
 - ii. Arvada Center (6901 Wadsworth Blvd, Arvada CO) 2 Chargers – 4 ports
 - iii. Arvada Aquatics Center (7904 Carr Dr, Arvada CO) 2 Chargers – 4 ports
 - iv. Grandview City Parking (7674 Grandview Ave, Arvada CO) 3 Chargers – 6 ports
 - c. All Sites
 - i. As an optional line item, please include unit pricing for a Level 3 (DC Fast Chargers), 100kW. Each charger will be able adjust to multiple parking configurations.
2. Charger Required Features (Level 2)
 - a. Pedestal mounted with overhead cable management system (not manual stowage, anything to keep the cable off of the ground).
 - b. Software to include automatic load balancing and programmable to reduce peak load charging
 - c. Cellular network enabled for 4G LTE or 5G (if 4G LTE enabled, the ability to upgrade for a 5G connection at no additional cost)
 - d. Ability to accept a variety of payment options
 - e. ADA compliant
 - f. Connector must meet the SAE J1772 Standard
3. Grant Requirements of the Contractor
 - a. The station(s) must be kept operational and in service for a minimum of 5 years
 - b. Under Terms & Conditions of both grants, leasing of chargers is not allowed. Under the contract, contractor is responsible for purchasing equipment to be installed.
 - c. DC Fast-Charging (DCFC) stations may include dual standard (CCS and CHAdeMO plugs) or CCS only
 - d. All charging stations must be certified by Underwriters Laboratories, ETL Listed or an equivalent certification. Units must be compliant with the current version of the National Electrical Code (NEC) Article 625
 - e. Five years of networking, materials, and parts warranty to ensure ongoing operability of the charging stations

- f. Contractor must address all issues that arise; including, but not limited to, malfunctions and repairs, and notify the City of Arvada within three (3) days if a charging station becomes inoperable and has not been repaired.
- g. Charging station installation must be performed by an electrician licensed to transact business in the State of Colorado.
- h. Charging station installation must be performed by an electrician licensed to transact business in the State of Colorado and who maintains appropriate types and levels of insurance coverage as outlined in the contract Terms and Conditions
- i. Contractor or charging units must share charging station data with Colorado Energy Office Data sharing will be automatically linked and shared
- j. Contractor must submit station information to the DOE's Alternative Fuels Data Center
- k. Contractor is required to incorporate accessible design standards into their charging station projects as detailed by the Access Board. Guidance on accessibility for charging stations can be found in both grant applications Charge Ahead Colorado requires that 5% of all grant funded charging ports, but no less than one (1) parking space, incorporate accessible design features at each address. Contractors may not meet this requirement by installing a station adjacent to a signed ADA stall
- l. All other requirements and stipulations as outlined in the Fleet Zero and Charge Ahead Colorado Grant Application Guides. These Application Guides are attached.

4. Operation and Maintenance Plan

- a. The Operation and Maintenance Plan (O&M Plan) is intended to mitigate charging station repair issues before they happen and detect issues when they happen more quickly. The O&M Plan will be provided by the manufacturer and must include the following:
 - i. Remote system monitoring capabilities to self-report system failures/downtime
 - ii. Maintenance and inspection intervals
 - iii. Guaranteed uptime options
 - iv. Response time for inoperable units
 - v. On-hand parts availability

5. Payment Methods

- a. The payment collection process will include the following at the minimum:
 - i. Magnetic stripe reader
 - ii. EMV Chip reader
 - iii. RFID
 - iv. Contactless credit card
 - v. Fleet and public facing mobile applications
- b. All EV charging stations will be capable of reporting usage and charges compatible with the State of Colorado quarterly reporting data format.
- c. Current chargers used by the City of Arvada's fleet vehicles utilize a City credit card. New chargers must be able to accept payment from these payment cards.

6. Operator Manuals and Training

- a. A digital copy or link to the original equipment manufacturer (OEM) operator manual, installation manual and training materials must be furnished with each EVSE ordered.
- b. Contractor must provide training for 3 sessions with City of Arvada personnel by manufacturer's representatives on the systems to be used for fleet charging. All sessions will be during regular business hours.

REQUIRED VENDOR SUBMITTAL FORM

SUBMITTED BY:

Company Name: _____

Contact Names: Sales/Customer Service _____

Address: _____

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

The undersigned hereby affirms that:

- They are a duly authorized agent of the vendor;
- They have 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

Type of Business: Corporation, State of Incorporation _____ Partnership (general)

Partnership (limited) Sole Proprietorship Limited Liability Company Other _____

Address of main business office, principal factory, or warehouse if different from above:

Principal line of business: _____

Number of years in present business: _____

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: _____

References continued:

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

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

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? _____

SUBMITTAL CHECKLIST:

Proposals shall be submitted in the order listed below, unless otherwise directed in Administrative Information, with each section clearly identified. **Missing information or required documents may result in submission being deemed non-responsive.**

- ☐ Submit **one** pdf document on-line at BidnetDirect.com
(File Name: Company name – Solicitation number)
- ☐ Cover & Executive Summary
- ☐ Detail Firm's and employees' Capabilities, Experience, Licensing, current State of Colorado Certificate of Good Standing, Proof of Licensed Electrician in the State of Colorado
- ☐ Details of Qualifications – products & services
- ☐ Details of Proposal – Proposed products & services, project approach, implementation timeline and warranties
- ☐ Cost Proposal – All fees and costs associated with the offering. See Page 8 for pricing categories.
- ☐ Completed, signed Required Vendor Submittal Form, Performance Measures and any other attachments requested

CONFIRM:

- ☐ CONFIDENTIAL information, if any, MUST be stamped as such on each page and submitted separately.
- ☐ VARIATIONS: Checking this box indicates that the vendor has variations to this solicitation. Identify all variations and exceptions to this solicitation on a separate sheet/s of paper. 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. For each variation listed, reference the applicable section of the solicitation document, the page number, and the variance. 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.
- ☐ Insurance – Checking this box accepts that the insurance requirements listed by the City are acceptable unless listed as a variation.
- ☐ Initial to acknowledge receipt of Addenda, if any:

#1 _____ #2 _____ #3 _____

PERFORMANCE MEASURES 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 the City will monitor and report on the Vendor's 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 be evaluated by the City per these defined metrics 2 months prior to contract renewal. The department will review with the vendor any measures needing improvement.

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 be considered when renewing or awarding a contract with a vendor.

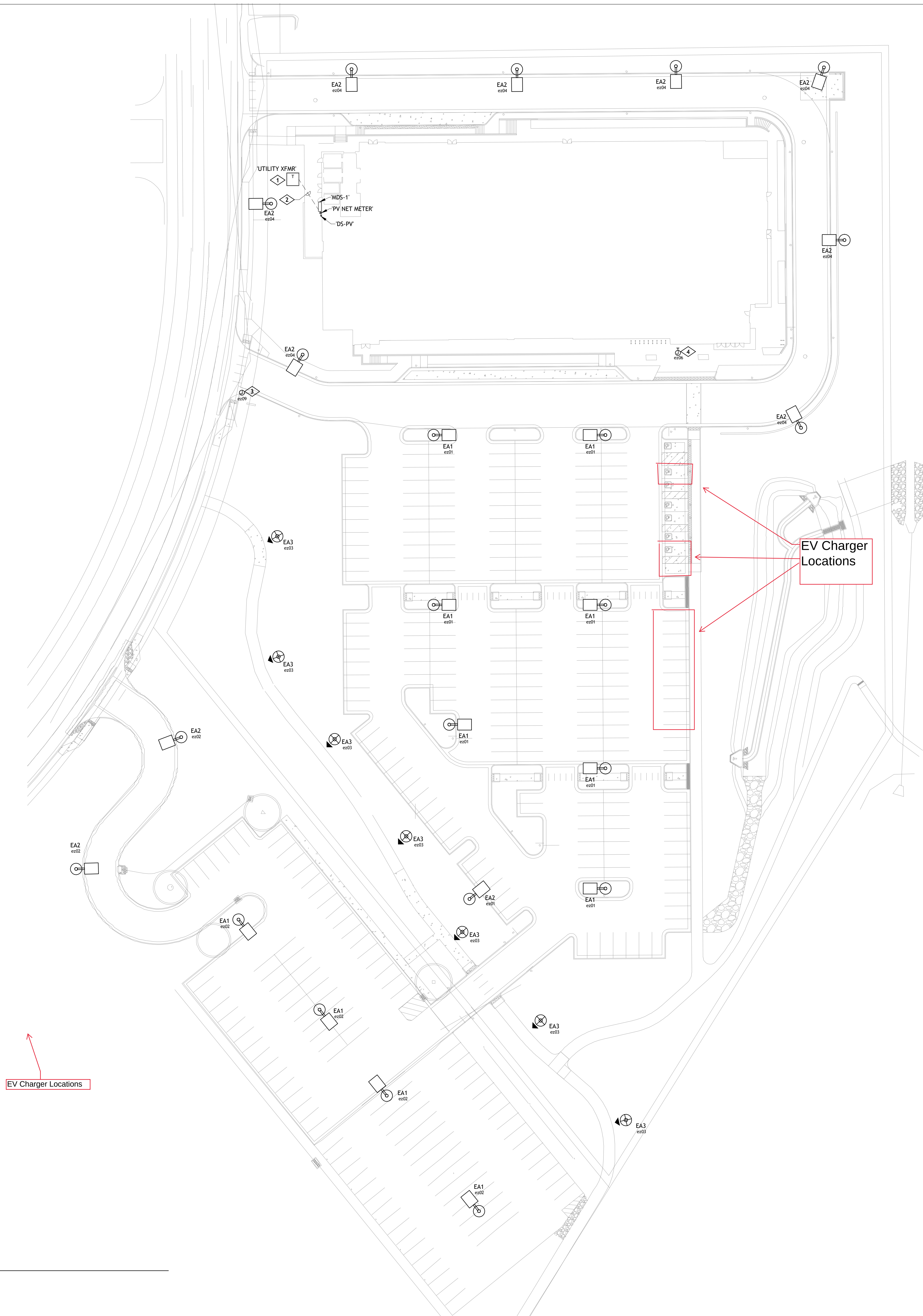








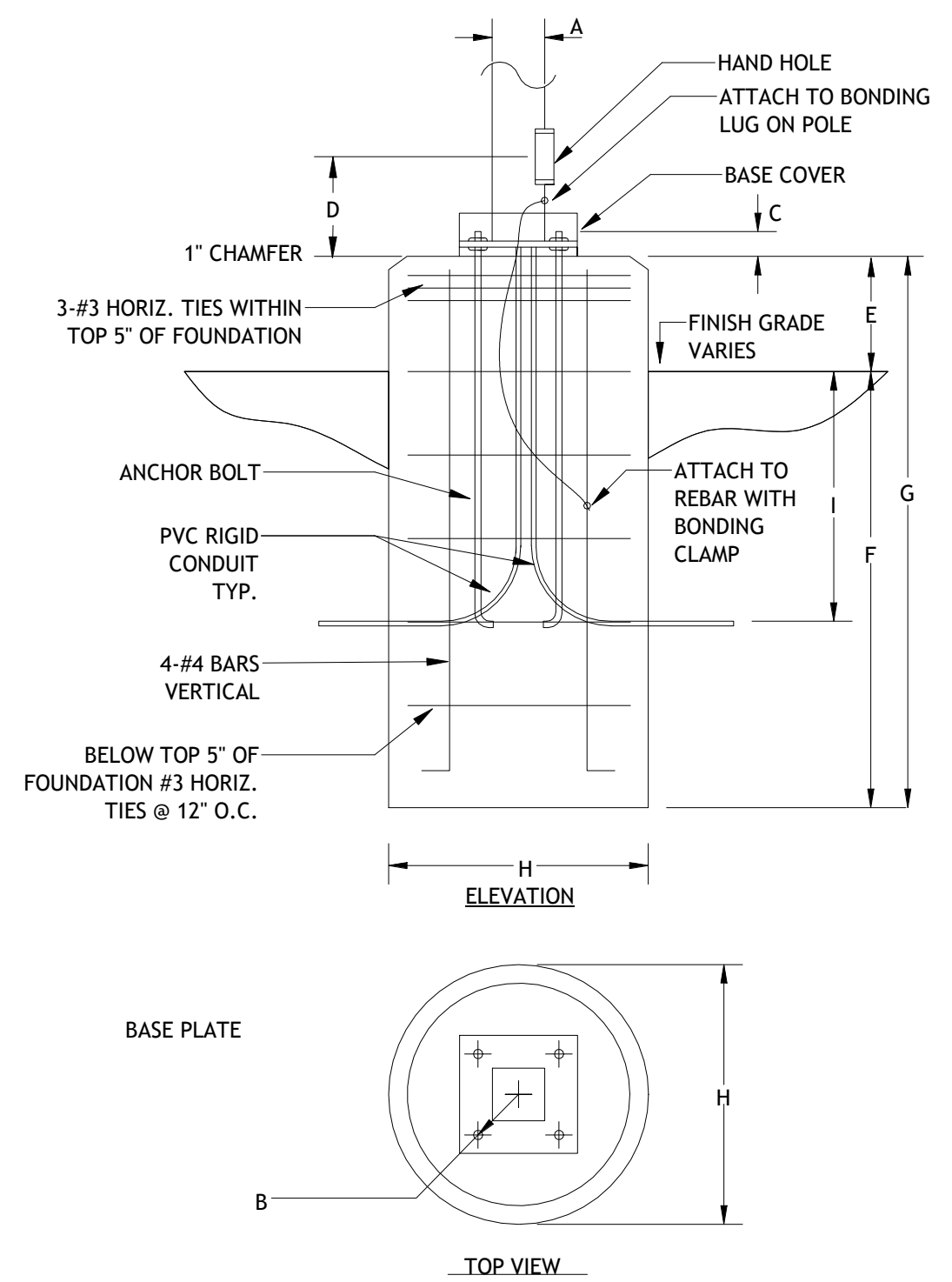
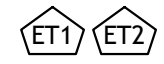




A.	REFER TO LOW VOLTAGE CONSULTANT DRAWINGS FOR TELECOMMUNICATION UTILITY SERVICE CABLING RACEWAY SIZE AND ROUTING FROM UTILITY CONNECTION PEDESTAL. RE: #1/T601.
B.	ALL EXISTING LIGHTING SHOWN ON THIS PLAN IS A PART OF THE WARDER ELEMENTARY SCHOOL INTERIM PARKING PROJECT. NEW POWER AND CONTROLS SHALL BE PROVIDED TO THESE EXISTING LIGHTS AS A PART OF THIS PROJECT SO THE EXISTING ELECTRICAL SERVICE TO THE OLD MEYERS BUILDING CAN BE DEMOLISHED AND ALL FIXTURES SHOWN ON THIS PLAN CAN BE CONTROLLED FROM THE SAME CONTROL SYSTEM.

KEYNOTE LEGEND	
KEY VALUE	KEYNOTE TEXT
1	ANTICIPATED NEW 480/277V, 3-PHASE PAD-MOUNTED UTILITY TRANSFORMER. CONTRACTOR TO ENSURE THAT FINAL LOCATION OF TRANSFORMER ADHERES TO NEC AND ALL CLEARANCES. CONTRACTOR TO COORDINATE WITH XCEL PRIOR TO CONSTRUCTION. XCEL SHALL FURNISH AND INSTALL TRANSFORMER, AS WELL AS PRIMARY CABLEING BETWEEN NEAREST UTILITY CONNECTION POINT AND PRIMARY CONNECTION POINT OF TRANSFORMER. OTHER CONTRACTORS TO PROVIDE CONCRETE PAD PER THE REQUIREMENTS OF XCEL. CONTRACTOR SHALL PERFORM ALL TRENCHING AND BACKFILLING ON PRIMARY AND SECONDARY SIDE OF TRANSFORMER PER THE REQUIREMENTS OF XCEL. THE XCEL SHALL FURNISH AND INSTALL CONDUIT AND CABLEING ON THE SECONDARY SIDE OF TRANSFORMER. CONTRACTOR SHALL PROVIDE ALL WORK NECESSARY TO BE PERFORMED BY XCEL SHALL BE CARRIED AS PART OF PROJECT BUDGET AND SHALL BE PAID FOR BY THE CONTRACTOR. EC SHALL COORDINATE COSTS WITH XCEL DURING PENDING INFORMATION. REFER TO ELECTRICAL ONE-LINE DIAGRAM ON SHEET 66.00 FOR MORE INFORMATION.
2	APPROXIMATE ROUTING OF ELECTRICAL SERVICE FEEDERS BETWEEN UTILITY TRANSFORMER AND BUILDING ELECTRICAL SERVICE EQUIPMENT LOCATION. ELECTRICAL CONTRACTOR SHALL COORDINATE EXACT ROUTING WITH GC, OTHER TRADES, AND BURIED UTILITIES PRIOR TO ROUGH-IN.
3	EC SHALL PROVIDE 120V, 20A POWER CONNECTION TO GRADE MOUNTED SIGNAGE. SIGNAGE SHALL BE CONNECTED TO NETWORKED LIGHTING SYSTEM AS INDICATED ON SCHEDULE SHEET 68.01. PROVIDE SIGNAGE DISCONNECT AS REQUIRED BY NEC AT COORDINATED LOCATION WITH ARCHITECT.
4	EC SHALL PROVIDE 120V, 20A POWER CONNECTION TO WALL MOUNTED SIGNAGE. SIGNAGE SHALL BE CONNECTED TO NETWORKED LIGHTING SYSTEM AS INDICATED. PROVIDE SIGNAGE DISCONNECT AS REQUIRED BY NEC AT COORDINATED LOCATION WITH ARCHITECT. ROUGH-IN SHALL BE COORDINATED WITH SIGNAGE SHOP DRAWINGS FOR SPECIFIC LOCATION AND ELEVATION.

THE FOLLOWING CONTROL SEQUENCE OF OPERATIONS ARE UTILIZED IN THIS PLAN. REFER TO PLAN AND/OR ZONE/RELAY SCHEDULE FOR SPECIFIC ASSOCIATED SEQUENCE.



POLE KEY	OVERALL HEIGHT	A	ANCHOR BOLT DATA (B) (SIZE) (C) (D)	E	F	G	H	I
EA1	22' - 0"	4"	PER MANUFACTURER	2' - 0"	8' - 0"	10' - 0"	24"	36"
EA2	22' - 0"	4"	PER MANUFACTURER	2' - 0"	8' - 0"	10' - 0"	24"	36"
EA3	12' - 0"	4"	PER MANUFACTURER	1' - 0"	6' - 0"	7' - 0"	24"	36"

2 | POLE BASE DETAIL

E0.10	N.T.S.
-------	--------



1	ELECTRICAL SITE PLAN
E0.10	1/32" = 1'-0"



**400 SANTA FE DRIVE
DENVER, COLORADO 80204
T: 303.294.9244
www.olcdesigns.com**



FOR CONSTRUCTION

**MEYERS POOL REPLACEMENT
ARVADA, CO**

7904 Carr Drive, Arvada, CO 80005

NO. DATE: TITLE/PURPOSE:

SCALE: **As indicated**

ISSUE DATE: 07/14/23

DRAWN BY: EB, JF, AW

REV'D BY: **ESN, GP**

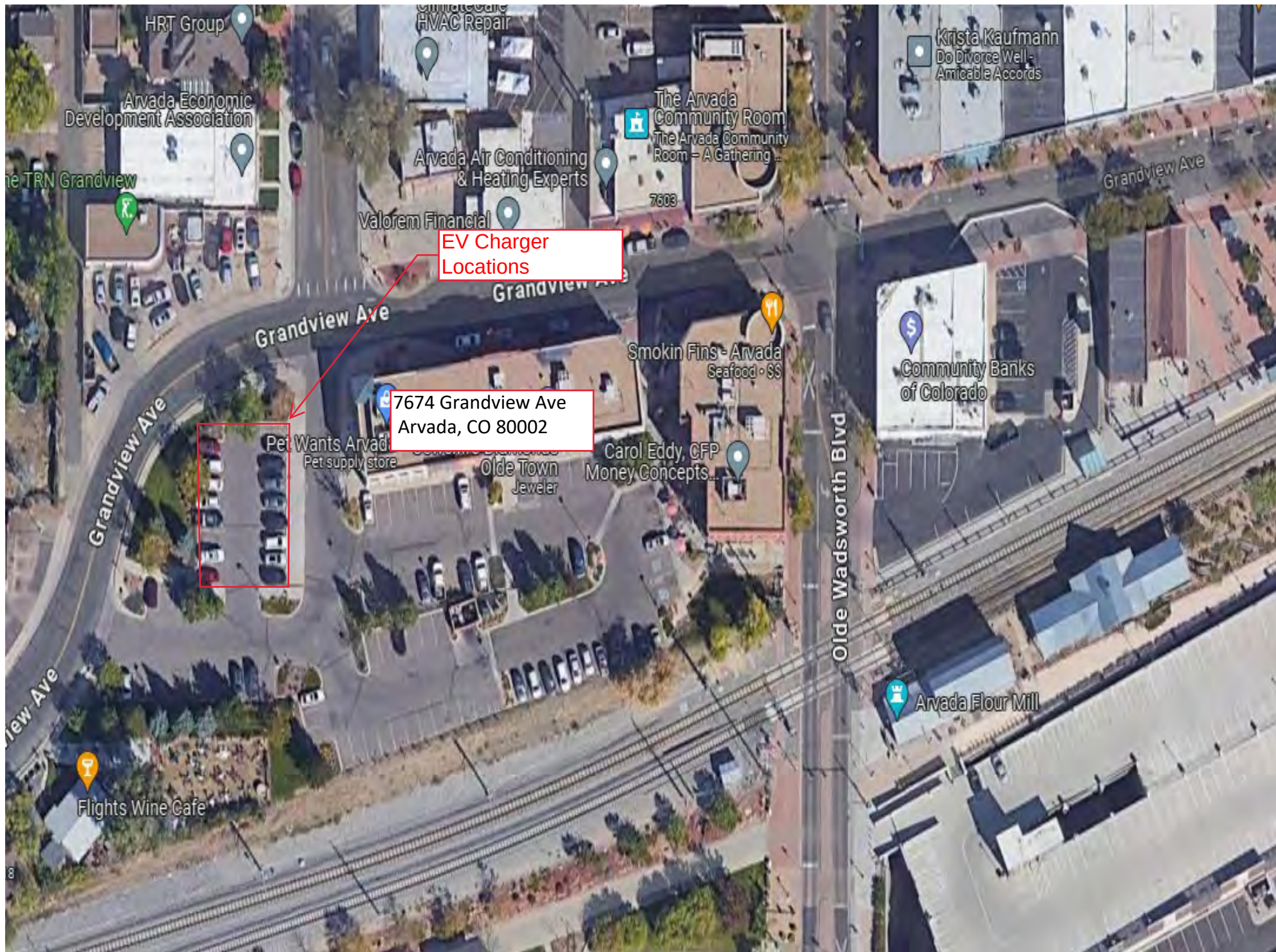
PROJECT #: 22044

TITLE: **ELECTRICAL SITE PLAN**

SHEET #:

E0.10







STATE OF COLORADO

Office of the Governor
Community Access Enterprise

ORDER		*****IMPORTANT*****				
Number:	POGG1,EFBA,202400002623	The order number and line number must appear on all invoices, packing slips, cartons, and correspondence.				
Date:	1/23/24	BILL TO				
Description:	CAC Grant	Colorado Energy Office - Broadway 1600 Broadway Suite 1960 Denver, CO 80202				
Effective Date:	01/24/24					
Expiration Date:	08/31/24					
BUYER		SHIP TO				
Buyer:		Colorado Energy Office - Broadway 1600 Broadway Suite 1960 Denver, CO 80202				
Email:						
VENDOR		SHIPPING INSTRUCTIONS				
CITY OF ARVADA 8101 RALSTON RD ARVADA, CO 80002-2400		Delivery/Install Date: - FOB:				
Contact:	EFT Remit					
Phone:	000.000.0000					
VENDOR INSTRUCTIONS						
EXTENDED DESCRIPTION						
Grantee shall complete the work as outlined in Exhibit A, the Statement of Work, attached hereto and incorporated by reference herein. The attached modified State of Colorado Small Dollar Grant Award Terms and Conditions shall govern this Small Dollar Grant Award in lieu of the State of Colorado Small Dollar Grant Award Terms and Conditions referenced by hyperlink. CAE Contact Info: Mika Burdette, mika.burdette@state.co.us Matt Mines, matt.mines@state.co.us						
Line Item	Commodity/Item Code	UOM	QTY	Unit Cost	Total Cost	MSDS Req.
1	G1000		0	0.00	\$78,000.00	☐
Description: Grant Commodity						
Service From: 01/24/24		Service To: 08/31/24 Extension Granted to Spring of 2025				
TERMS AND CONDITIONS						



STATE OF COLORADO
Office of the Governor
Community Access Enterprise

<https://www.colorado.gov/osc/purchase-order-terms-conditions>

REASON FOR MODIFICATION

Change Order Number: 1

Added edited TC doc

DOCUMENT TOTAL = \$78,000.00

State of Colorado Small Dollar Grant Award Terms and Conditions

- 1. Offer/Acceptance.** This Small Dollar Grant Award, together with these terms and conditions (including, if applicable, Addendum 1: Additional Terms and Conditions for Information Technology, and Addendum 2: Additional Terms and Conditions for Federal Provisions, below), and any other attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference (collectively the “Agreement”) shall represent the entire and exclusive agreement between the State of Colorado, by and through the agency identified on the face of the Small Dollar Grant Award (“State”) and the Subrecipient identified on the face of the Small Dollar Grant Award (“Grantee”). If this Agreement refers to Grantee’s bid or proposal, this Agreement is an ACCEPTANCE of Grantee’s OFFER TO PERFORM in accordance with the terms and conditions of this Agreement. If a bid or proposal is not referenced, this Agreement is an OFFER TO ENTER INTO AGREEMENT, subject to Grantee’s acceptance, demonstrated by Grantee’s beginning performance or written acceptance of this Agreement. Any COUNTER-OFFER automatically CANCELS this Agreement, unless a change order is issued by the State accepting a counter-offer. Except as provided herein, the State shall not be responsible or liable for any Work performed prior to issuance of this Agreement. The State’s financial obligations to the Grantee are limited by the amount of Grant Funds awarded as reflected on the face of the Small Dollar Grant Award.
- 2. Order of Precedence.** In the event of a conflict or inconsistency within this Agreement, such conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority: **(1)** If applicable, Addendum 2: Additional Terms and Conditions for Federal Provisions, below; **(2)** the Small dollar Grant Award document; **(3)** these terms and conditions (including, if applicable, Addendum 1 below); and **(4)** any attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference. Notwithstanding the above, if this Agreement has been funded, in whole or in part, with a Federal Award, in the event of a conflict between the Federal Grant and this Agreement, the provisions of the Federal Grant shall control. Grantee shall comply with all applicable Federal provisions at all times during the term of this Agreement. Any terms and conditions included on Grantee’s forms or invoices not included in this Agreement are void.
- 3. Changes.** Once accepted in accordance with **§1**, this Agreement shall not be modified, superseded or otherwise altered, except in writing by the State and accepted by Grantee.
- 4. Definitions.** The following terms shall be construed and interpreted as follows: **(a) “Award”** means an award by a Recipient to a Subrecipient; **(b) “Budget”** means the budget for the Work described in this Agreement; **(c) “Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in CRS §24-11-101(1); **(d) “UCC”** means the Uniform Commercial Code in CRS Title 4; **(e) “Effective Date”** means the date on which this Agreement is issued as shown on the face of the Small Dollar Grant Award; **(f) “Federal Award”** means an award of federal financial assistance or a cost-reimbursement contract, , by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award, which terms and conditions shall flow down to the Award unless such terms and conditions specifically indicate otherwise. The term does not include payments to a vendor or payments to an individual that is a beneficiary of a Federal program; **(g) “Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient; **(h) “Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement; **(i) “Matching Funds”** mean the funds provided by the Grantee to meet

State of Colorado Small Dollar Grant Award Terms and Conditions

cost sharing requirements described in this Agreement; (j) “**Recipient**” means the State agency identified on the face of the Small Dollar Grant Award; (k) “**Subcontractor**” means third parties, if any, engaged by Grantee to aid in performance of the Work; (l) “**Subrecipient**” means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a program, but does not include an individual that is a beneficiary of such program; (m) “**Uniform Guidance**” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, identified as the 2 C.F.R. (Code of Federal Regulations) Part 200, commonly known as the “Super Circular,” which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular a-50 on Single Audit Act follow-up; and (n) “**Work**” means the goods delivered or services, or both, performed pursuant to this Agreement and identified as Line Items on the face of the Small Dollar Grant Award.

5. **Delivery.** Grantee shall furnish the Work in strict accordance with the specifications and price set forth in this Agreement. The State shall have no liability to compensate Grantee for the performance of any Work not specifically set forth in the Agreement.
6. **Rights to Materials.** *[Not Applicable to Agreements issued either in whole in part for Information Technology, as defined in CRS § 24-37.5-102(2); in which case Addendum 1 §2 applies in lieu of this section.]* Unless specifically stated otherwise in this Agreement, all materials, including without limitation supplies, equipment, documents, content, information, or other material of any type, whether tangible or intangible (collectively “Materials”), furnished by the State to Grantee or delivered by Grantee to the State in performance of its obligations under this Agreement shall be the exclusive property the State. Grantee shall return or deliver all Materials to the State upon completion or termination of this Agreement.
7. **Grantee Records.** Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work (including, but not limited to the operation of programs) performed under this Agreement (collectively “Grantee Records”). Unless otherwise specified by the State, the Grantee shall retain Grantee Records for a period (the “Record Retention Period”) of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims or audit finding have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight, or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property. Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee’s office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days’ notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State. The State, in its discretion, may monitor Grantee’s

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performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement, and the State shall have the right, in its discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State will monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee Records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee, a State agency or the State's authorized representative, or a third party. If applicable, the Grantee may be required to perform a single audit under 2 CFR 200.501, *et seq.* Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

- 8. Reporting.** If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State. Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.
- 9. Conflicts of Interest.** Grantee acknowledges that with respect to this Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of Grantee's obligations to the State under this Agreement. If a conflict or appearance of a conflict of interest exists, or if Grantee is uncertain as to such, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement. Grantee certifies that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's Services and Grantee shall not employ any person having such known interests. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.
- 10. Taxes.** The State is exempt from federal excise taxes and from State and local sales and use taxes. The State shall not be liable for the payment of any excise, sales, or use taxes imposed on Grantee. A tax exemption certificate will be made available upon Grantee's request. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

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- 11. Payment.** Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Document Total shown on the face of the Small Dollar Grant Award. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in this Agreement. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State. The State shall pay Grantee for all amounts due within 45 days after receipt of an Awarding Agency's approved invoicing request, or in instances of reimbursement grant programs a request for reimbursement, compliant with Generally Accepted Accounting Principles (GAAP) and, if applicable Government Accounting Standards Board (GASB) of amount requested. Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to the State's obligation to pay all or a portion of the amount due. Grantee shall invoice the State separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate. The acceptance of an invoice shall not constitute acceptance of any Work performed under this Agreement. Except as specifically agreed in this Agreement, Grantee shall be solely responsible for all costs, expenses, and other charges it incurs in connection with its performance under this Grantee.
- 12. Term.** The parties' respective performances under this Agreement shall commence on the "Service From" date identified on the face of the Small Dollar Grant Award, unless otherwise specified, and shall terminate on the "Service To" date identified on the face of the Small Dollar Grant Award unless sooner terminated in accordance with the terms of this Agreement.
- 13. Payment Disputes.** If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.
- 14. Matching Funds.** Grantee shall provide Matching Funds, if required by this Agreement. If permitted under the terms of the grant and per this Agreement, Grantee may be permitted to provide Matching Funds prior to or during the course of the project or the match will be an in-kind match. Grantee shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" pursuant to this Agreement, has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal

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year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

- 15. Reimbursement of Grantee Costs.** If applicable, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Agreement for all allowable costs described in the grant except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to, and received approval from the State of the change, the change does not modify the total maximum amount of this Agreement, and the change does not modify any requirements of the Work. If applicable, the State shall reimburse Grantee for the properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs. Grantee's costs for Work performed after the "Service To" date identified on the face of the Small Dollar Grant Award, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are **(a)** reasonable and necessary to accomplish the Work, and **(b)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the costs actually incurred).
- 16. Close-Out.** Grantee shall close out this Award within 45 days after the "Service To" date identified on the face of the Small Dollar Grant Award, including any modifications. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. In accordance with the Agreement, the State may withhold a percentage of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.
- 17. Assignment.** Grantee's rights and obligations under this Agreement may not be transferred or assigned without the prior, written consent of the State and execution of a new agreement. Any attempt at assignment or transfer without such consent and new agreement shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.
- 18. Subcontracts.** Grantee shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each subcontract upon request by the State. All subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state 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 this Agreement.
- 19. Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations in accordance with the intent of the Agreement.
- 20. Survival of Certain Agreement Terms.** Any provision of this Agreement that imposes an obligation on a party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other party.

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- 21. Third Party Beneficiaries.** Except for the parties' respective successors and assigns, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.
- 22. Waiver.** A party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
- 23. Indemnification. [*Not Applicable to Inter-governmental agreements*]** Grantee shall indemnify, save, and hold harmless the State, 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 relation to any act or omission by Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement. This shall include, without limitation, any and all costs, expenses, claims, damages, liabilities, court awards and other amounts incurred by the Indemnified Parties in relation to any claim that any work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right or any claim for loss or improper disclosure of any confidential information or personally identifiable information. If Grantee is a public agency prohibited by applicable law from indemnifying any party, then this section shall not apply.
- 24. Notice.** All notices given under this Agreement shall be in writing, and shall be delivered to the contacts for each party listed on the face of the Small Dollar Grant Award. Either party may change its contact or contact information by notice submitted in accordance with this section without a formal modification to this Agreement.
- 25. Insurance.** Except as otherwise specifically stated in this Agreement or any attachment or exhibit to this Agreement, Grantee shall obtain and maintain insurance as specified in this section at all times during the term of the Agreement: (a) workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee employees acting within the course and scope of their employment, (b) Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent vendors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed operations aggregate; and \$50,000 any one fire, and (c) Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit. If Grantee will or may have access to any protected information, then Grantee shall also obtain and maintain insurance covering loss and disclosure of protected information and claims based on alleged violations of privacy right through improper use and disclosure of protected information with limits of \$1,000,000 each occurrence and \$1,000,000 general aggregate at all times during the term of the Small Dollar Grant Award. Additional insurance may be required as provided elsewhere in this Agreement or any attachment or exhibit to this Agreement. All insurance policies required by this Agreement shall be issued by insurance companies with an AM Best

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rating of A-VIII or better. If Grantee is a public agency within the meaning of the Colorado Governmental Immunity Act, then this section shall not apply and Grantee shall instead comply with the Colorado Governmental Immunity Act. The State shall be named as additional insured on all commercial general liability policies required of Vendor. All insurance policies secured or maintained by Vendor in relation to this Purchase Order shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Vendor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

26. Termination Prior to Grantee Acceptance. If Grantee has not begun performance under this Agreement, the State may cancel this Agreement by providing written notice to the Grantee.

27. Termination for Cause. If Grantee refuses or fails to timely and properly perform any of its obligations under this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, the State may notify Grantee in writing of non-performance and, if not corrected by Grantee within the time specified in the notice, terminate Grantee's right to proceed with the Agreement or such part thereof as to which there has been delay or a failure. Grantee shall continue performance of this Agreement to the extent not terminated. Grantee shall be liable for excess costs incurred by the State in procuring similar Work and the State may withhold such amounts, as the State deems necessary. If after rejection, revocation, or other termination of Grantee's right to proceed under the Colorado Uniform Commercial Code (CUCC) or this clause, the State determines for any reason that Grantee was not in default or the delay was excusable, the rights and obligations of the State and Grantee shall be the same as if the notice of termination had been issued pursuant to termination under **§28**.

28. Termination in Public Interest. The State is entering into this Agreement for the purpose of carrying out the public interest of the State, as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency. If this Agreement ceases to further the public interest of the State as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency, the State, in its sole discretion, may terminate this Agreement in whole or in part and such termination shall not be deemed to be a breach of the State's obligations hereunder. This section shall not apply to a termination for cause, which shall be governed by **§27**. A determination that this Small Dollar Grant Award should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. The State shall give written notice of termination to Grantee specifying the part of the Agreement terminated and when termination becomes effective. Upon receipt of notice of termination, Grantee shall not incur further obligations except as necessary to mitigate costs of performance. The State shall pay the Agreement price or rate for Work performed and accepted by State prior to the effective date of the notice of termination. The State's termination liability under this section shall not exceed the total Agreement price.

29. Termination for Funds Availability. The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State

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funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Work performed and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §28.

30. **Grantee's Termination Under Federal Requirements.** If the Grant Funds include any federal funds, then Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for Work that will not be performed prior to the effective date of the termination.
31. **Governmental Immunity.** Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, *et seq.*, the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, CRS §§24-30-1501, *et seq.* No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.
32. **Grant Recipient.** Grantee shall perform its duties hereunder as a grant recipient and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.**
33. **Compliance with Law.** Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
34. **Choice of Law, Jurisdiction and Venue.** **[Not Applicable to Inter-governmental agreements]** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this 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 this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and

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County of Denver. Any provision incorporated herein by reference which purports to negate this or any other provision in this Agreement in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision or for any other reason shall not invalidate the remainder of this Agreement, to the extent capable of execution. Grantee shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against the State regardless of whether the Colorado Procurement Code applies to this Agreement.

35. Prohibited Terms. Nothing in this Agreement shall be construed as a waiver of any provision of CRS §24-106-109. Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with that statute in any way shall be void ab initio.

ADDENDUM 1:

Additional Terms & Conditions for Information Technology

IF ANY PART OF THE SUBJECT MATTER OF THIS AGREEMENT IS INFORMATION TECHNOLOGY, AS DEFINED IN CRS § 24-37.5-102 (2), THE FOLLOWING PROVISIONS ALSO APPLY TO THIS AGREEMENT.

A. Definitions. The following terms shall be construed and interpreted as follows: **(a) “CJI”** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended, and all Criminal Justice Records as defined under CRS §24-72-302; **(b) “Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, pursuant to CRS §§24-37.5-401 *et seq.*; **(c) “PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law; **(d) “PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual including, without limitation, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act; **(e) “PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records, including, without limitation, all information defined as personally identifiable information in CRS §24-72-501. . “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, *et. seq.*, C.R.S. ; **(f) “State Confidential Information”** means any and all State Records not subject to disclosure under the Colorado Open Records Act and includes, without limitation, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under the Colorado Open Records Act, **(g) “State Fiscal Rules”** means those fiscal rules promulgated by the Colorado State Controller pursuant to CRS §24-30-202(13)(a); **(h) “State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year; **(i) “State Records”** means any and all State data, information, and records, regardless of physical form; **(j) “Tax Information”** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation, including, without limitation all information defined as federal tax information in Internal Revenue Service Publication 1075; and **(k) “Work Product”** means the tangible and intangible results of the delivery of goods and performance of services, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other

ADDENDUM 1:

Additional Terms & Conditions for Information Technology

results of the Work, but does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

B. Intellectual Property. Except to the extent specifically provided elsewhere in this Agreement, any State information, including without limitation pre-existing State software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials; or Work Product prepared by Grantee in the performance of its obligations under this Agreement shall be the exclusive property of the State (collectively, "State Materials"). All State Materials shall be delivered to the State by Grantee upon completion or termination of this Agreement. The State's exclusive rights in any Work Product prepared by Grantee shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit any State Materials to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State. The State shall maintain complete and accurate records relating to **(a)** its use of all Grantee and third party software licenses and rights to use any Grantee or third party software granted under this Agreement and its attachments to which the State is a party and **(b)** all amounts payable to Grantee pursuant to this Agreement and its attachments and the State's obligations under this Agreement or any amounts payable to Grantee in relation to this Agreement, which records shall contain sufficient information to permit Grantee to confirm the State's compliance with the use restrictions and payment obligations under this Agreement or to any third party use restrictions to which the State is a party. Grantee retains the exclusive rights, title and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to all pre-existing software, licensed products, associated source code, machine code, text images, audio, video, and third party materials, delivered by Grantee under the Agreement, whether incorporated in a deliverable or necessary to use a deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in a State-approved license agreement **(a)** entered into as exhibits or attachments to this Agreement, **(b)** obtained by the State from the applicable third party Grantee, or **(c)** in the case of open source software, the license terms set forth in the applicable open source license agreement. Notwithstanding anything to the contrary herein, the State shall not be subject to any provision incorporated in any exhibit or attachment attached hereto, any provision incorporated in any terms and conditions appearing on any website, any provision incorporated into any click through or online agreements, or any provision incorporated into any other document or agreement between the parties that **(a)** requires the State or the State to indemnify Grantee or any other party, **(b)** is in violation of State laws, regulations, rules, State Fiscal Rules, policies, or other State requirements as deemed solely by the State, or **(c)** is contrary to this Agreement.

C. Information Confidentiality. Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law, or approved in writing by the State. If Grantee will or may have access to any State Confidential Information or any other protected information, Grantee shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Grantee shall

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comply with all Colorado Office of Information Security ("OIS") policies and procedures which OIS has issued pursuant to CRS §§24-37.5-401 through 406 and 8 CCR §1501-5 and posted at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>, all information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any industry standards or guidelines, as applicable based on the classification of the data relevant to Grantee's performance under this Agreement. Such obligations may arise from: Health Information Portability and Accountability Act (HIPAA); IRS Publication 1075; Payment Card Industry Data Security Standard (PCI-DSS); FBI Criminal Justice Information Service Security Addendum; Centers for Medicare & Medicaid Services (CMS) Minimum Acceptable Risk Standards for Exchanges; and Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with The Social Security Administration. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

D. Other Entity Access and Nondisclosure Agreements. Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the work, but shall restrict access to State Confidential Information to those agents, employees, assigns, and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign, or Subcontractors has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

E. Use, Security, and Retention. Grantee shall use, hold, and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

F. Incident Notice and Remediation. If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as

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directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable actual costs thereof.

G. Data Protection and Handling. Grantee shall ensure that all State Records and Work Product in the possession of Grantee or any Subcontractors are protected and handled in accordance with the requirements of this Agreement at all times. Upon request by the State made any time prior to 60 days following the termination of this Agreement for any reason, whether or not this Agreement is expiring or terminating, Grantee shall make available to the State a complete and secure download file of all data that is encrypted and appropriately authenticated. This download file shall be made available to the State within 10 Business Days following the State's request, and shall contain, without limitation, all State Records, Work Product, and any other information belonging to the State. Upon the termination of Grantee's services under this Agreement, Grantee shall, as directed by the State, return all State Records provided by the State to Grantee, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If legal obligations imposed upon Grantee prevent Grantee from returning or destroying all or part of the State Records provided by the State, Grantee shall guarantee the confidentiality of all State Records in Grantee's possession and will not actively process such data. The State retains the right to use the established operational services to access and retrieve State Records stored on Grantee's infrastructure at its sole discretion and at any time.

H. Compliance. If applicable, Grantee shall review, on a semi-annual basis, all OIS policies and procedures which OIS has promulgated pursuant to CRS §§ 24-37.5-401 through 406 and 8 CCR § 1501-5 and posted at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>, to ensure compliance with the standards and guidelines published therein. Grantee shall cooperate, and shall cause its Subcontractors to cooperate, with the performance of security audit and penetration tests by OIS or its designee.

I. Safeguarding PII. If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, all State requirements relating to non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall take full responsibility for the security of all PII in its possession or in the possession of its Subcontractors, and shall hold the State harmless for any damages or liabilities resulting from the unauthorized disclosure or loss thereof. Grantee shall be a "Third-Party Service Provider" as defined in CRS §24-73-103(1)(i) and shall maintain security procedures and practices consistent with CRS §§24-73-101 *et seq.* In addition, as set forth in § 24-74-102, *et. seq.*, C.R.S., Vendor, including, but not limited to, Vendor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Vendor is given direct access to any State databases containing PII, Vendor shall execute, on behalf of itself and its employees, the certification PII Individual Certification Form or PII Entity Certification Form [Download form from Hyperlink] on an annual basis and Vendor's duty shall continue as long as Vendor has direct access to any State databases

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containing PII. If Vendor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Vendor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

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

K. Information Technology. To the extent that Grantee provides physical or logical storage of State Records; Grantee creates, uses, processes, discloses, transmits, or disposes of State Records; or Grantee is otherwise given physical or logical access to State Records in order to perform Grantee's obligations under this Agreement, the following terms shall apply. Grantee shall, and shall cause its Subcontractors, to: Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement; Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards; Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing; Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments; Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the OIS; Comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology (OIT), including project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>. Grantee shall not allow remote access to State Records from outside the United States, including access by Grantee's employees or agents, without the prior express written consent of OIS. Grantee shall communicate any request regarding non-U.S. access to State Records to the State. The State, acting by and through OIS, shall have sole discretion to grant or deny any such request.

L. Accessibility. Grantee shall comply with and the Work Product provided under this PO shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards. The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and

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the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

I. Project Title: Charge Ahead Colorado

II. Background/Objective

The Grantee was awarded grant funding as a result of the competitive Charge Ahead Colorado Program's Request for Applications (RFA). The Community Access Enterprise (hereinafter called "CAE" or the "State") agrees to provide funding to City of Arvada (hereinafter called "Grantee") towards the costs associated with the charging station project.

III. Project Description

Charge Ahead Colorado is a program administered by the Colorado Energy Office (CEO) to encourage use of electric vehicles because they reduce greenhouse gas emissions, promote energy security through reliance on domestic electricity, and drive an innovative market for new technology.

The general purpose of this project is to encourage the installation of electric vehicle (EV) charging stations throughout the state of Colorado. Installing charging stations enables electric vehicles to proliferate.

Grantee is installing:

- 6 Level 2 (L2) charging ports at 7674 Grandview Ave, Arvada, CO 80002 - CEO shall reimburse the lessor of \$30,000 (not to exceed \$5,000 per new L2 charging port) or up to 90% of allowable project costs for the charging station installation(s) with Grantee providing minimum 10% project cost match per unit
- 2 Level 2 (L2) charging ports at 5576 Vance St, Arvada, CO 80002 - CEO shall reimburse the lessor of \$10,000 (not to exceed \$5,000 per new L2 charging port) or up to 90% of allowable project costs for the charging station installation(s) with Grantee providing minimum 10% project cost match per unit
- 4 Level 2 (L2) charging ports at 7900 Carr St, Arvada, CO 80005 - CEO shall reimburse the lessor of \$18,000 (not to exceed \$4,500 per new L2 charging port) or up to 80% of allowable project costs for the charging station installation(s) with Grantee providing minimum 20% project cost match per unit
- 4 Level 2 (L2) charging ports at 6901 Wadsworth Blvd, CO 80003 - CEO shall reimburse the lessor of \$20,000 (not to exceed \$5,000 per new L2 charging port) or up to 90% of allowable project costs for the charging station installation(s) with Grantee providing minimum 10% project cost match per unit

IV. Work Tasks, Deliverables and Timeline

Grantee shall be responsible for the following work tasks and deliverables upon the final approval and discretion of the CAE/CEO:

- i. Purchase charging station(s) from vendors. Grantees are strongly encouraged to complete a competitive procurement process. The charging station(s) must have networked data reporting capabilities that are active, collecting data, and accessible to administrators of the Charge Ahead Colorado program via cloud networking at all times. See additional requirements in Section V. Reporting.
- ii. Install the charging station(s). Grantee may either contract with personnel who have expertise in electrical installations or pay Grantee labor staff with expertise in electrical installations for the installation of the unit(s) and associated labor costs.
- iii. Construct foundation, if necessary.
- iv. Dedicate one (1) parking space for EV charging per funded charging port.
 1. Accessible design standards must be incorporated, where feasible, per the [Access Board Design Recommendations for Accessible EV Charging Stations](#). Determination of feasibility of accessible design standards is solely at the discretion of the Colorado Energy Office. 5%, but no fewer than one (1) stall per awarded address are required to be

- accessible. If accessible design standards are determined not to be feasible, written documentation from CEO reflecting such is required.
2. Failure to incorporate the Access Board's accessible design standards, where feasible, may result in a delay of reimbursement until the project incorporates such design standards or forfeiture of a portion of the grant award (10% of the total grant award) if the awardee fails to complete this aspect of the Agreement.
 - v. Provide CAE/CEO with invoices by the Agreement end date for work completed. The costs must be directly associated with the purchase and installation of the awarded EV charging station(s).
 - vi. Submit final documentation required as outlined below with documentation of charging station installation(s) by the Agreement end date. The following documentation is required for CAE/CEO to reimburse eligible costs on the project:
 1. Final Reporting Form
 2. Summary Invoice / Reimbursement Request Form
 3. Legible copies of all sales / invoices showing the purchase price and amount paid by the Grantee for the EV charging stations and the number of units purchased (demonstrating that purchases / work to be reimbursed occurred within the Agreement term).
 4. Legible copies of all invoices / receipts showing the installation costs and number of labor hours spent by the installers and any subcontractors on the project (demonstrating that work to be reimbursed occurred within the Agreement term).
 5. Date(s) of installation, installation completion, and when the unit(s) is operational and available for use.
 6. Digital photograph(s) of the completed and operational unit(s) and dedicated EV charging space(s).
 - a. Photographs must demonstrate proof of incorporation of accessible design features and adherence to the Access Board Design Recommendations, unless otherwise waived by CEO as detailed in Section IV. (iv)(1). Photographs should be from a perspective that clearly shows adherence to the accessibility standards including wider spacing and a path of travel to the charging station(s). Additional photographs may be requested prior to reimbursement being finalized if this is not clearly demonstrated.
 7. Confirmation that the charger(s) is registered with the [Alternative Fuels Data Center](#).
 8. Read-only and downloadable data access granted to CAE/CEO for 5 years, per Section VII. Post Charging Station Installation Reporting outlined herein.
 - vii. All deliverables shall be adjusted to the final approval and discretion of the CAE/CEO.

V. Reporting

Grantee shall be responsible for the following reporting requirements: Written analysis shall be in accordance with the procedures developed and prescribed by the State. Required reports shall be submitted to the CAE/CEO upon completion of all work tasks, or at such time as otherwise specified. The preparation of reports in a timely manner shall be the responsibility of Grantee and failure to comply may result in the delay of payment of funds and/or termination of this Agreement. Grantee must provide written communication to CAE/CEO if the project experiences significant changes or delays in the schedule via email.

VI. Final Report & Invoice Documentation

The Grantee shall submit a final report by the Agreement end date. This report will demonstrate the completion of the project and installation of the charging station(s). To be acceptable, the final report must explain the Grantee's procurement and installation process, lessons learned from procurement and installation, and the data reporting capabilities of the charging station(s), and it must identify the location(s) of the charging station(s) accompanied with pictures of the installed unit(s). The Grantee shall provide an invoice to CAE/CEO for the purchase of the unit(s) and associated equipment, permitting costs, and the labor costs associated with the installation(s). To be acceptable, the invoice must be supported by receipts or invoices for all equipment, permits, and labor. The invoice must include an itemized list of all project costs

being considered under the grant, including a breakdown of those covered under Charge Ahead Colorado and document the minimum project match requirements at each address as outlined above.

VII. Charging Station Utilization Reporting

Upon the installation of the charging station(s), the CAE/CEO requires information on the charging station(s) usage, including at a minimum, the time of use, duration of use, # of customers / unique users, and kWh used. By accepting funding through the Charge Ahead Colorado program, Grantee agrees to provide all information requested within this Agreement. Furthermore, by accepting funding for the charging station(s) through the Charge Ahead Colorado program, Grantee is required to provide read-only and downloadable data access to the charger(s) network dashboard to CAE/CEO. The Grantee shall report data to CAE/CEO for a minimum of five (5) years on all charging station(s) metrics as required by CAE/CEO. CEO may share this information at an anonymized and/or aggregated County level on the EValueCO dashboard or other platform at the discretion of CEO or with anyone requesting such data.

VIII. Budget

CAE will pay the Grantee the lesser of \$78,000 (not to exceed the per new L2 charging port amounts at each address as outlined above) or up to the percentage of allowable project costs for the charging station installation(s) at each address as outlined above. Grantee is responsible for any cost overruns. Grantee is entitled to payment only after successfully completing the charging station installation(s) and submitting an acceptable invoice and an acceptable final report to CAE/CEO.

IX. Payment Terms – Billing Procedures

The State shall pay the Grantee the reasonable, allocable, and allowable costs for work performed based on satisfactory progress of the work defined in this Agreement. Grantee shall be compensated only for work and services performed by Grantee and accepted by CAE/CEO pursuant to the terms of this Agreement. Payment shall also be contingent upon CAE/CEO's timely receipt and acceptance of required reports described herein. Grantee shall be reimbursed based on the submission of Grantee's invoice(s) and final documentation required as outlined in Section IV. (vi). To be considered for payment, billings for payment pursuant to this Agreement must be received by the State by the end of the Agreement Term.

Payment will be made upon final completion of the project. CAE shall make no payment until the Grantee successfully completes the charging station installation(s) and submits an invoice and final report to CAE/CEO, including verification that the station(s) is operational and available for use. CAE shall make payment within 45 days of receiving the acceptable final report and invoice. If installation is not completed by August 31, 2024, or the invoice and final report are not submitted by August 31, 2024, CAE is under no obligation to pay the Grantee.

X. Testing and Acceptance Criteria

The charging station(s) will be acceptable to the CAE/CEO if they are installed, operational, and available for use by August 31, 2024. The Grantee's invoice to CAE will be acceptable if it is properly supported by invoices or receipts and the costs are associated with procurement of the charging station(s), construction materials, permitting, construction labor costs, and installation costs. The final report will be acceptable to CAE/CEO if it explains the Grantee's procurement and installation process, lessons learned from procurement and installation, the data reporting capabilities of the charging station(s), and it identifies the location(s) of the charging station(s) accompanied with pictures of the installed units. If the units, invoice, and report are acceptable, the CAE/CEO Program Manager will submit the invoice to the accounting department for payment.

If the units, invoice, and report are unacceptable, the CAE/CEO Program Manager will work with the Grantee to correct, modify, or replace as needed. If Grantee fails to perform, the CAE/CEO Program Manager will submit a report to CEO's Director of Transportation Fuels and Technology and Director of Accounting and

Budget explaining why funding should be denied or reduced. The two Directors and the CAE/CEO Program Manager will determine whether funding should be denied or reduced, and the CAE/CEO Program Manager will inform the Grantee of their decision.

XI. Small Dollar Grant Award Amount

The maximum amount payable under this Agreement to Grantee by the CAE shall be \$78,000, as determined by the State from available funds. Satisfactory performance under the terms of this Agreement shall be a condition precedent to the CAE's obligation to compensate the Grantee. The CAE shall not be liable to pay or reimburse Grantee for any performance hereunder prior to the Service From Date as shown on the face of the Small Dollar Grant Award.

XII. Small Dollar Grant Award Term

The Grantee shall begin work upon the later of the Service From Date as shown on the face of this Small Dollar Grant Award or upon Grantee's acceptance of this Agreement. This Small Dollar Grant Award shall terminate on August 31, 2024, unless sooner terminated or further extended as specified elsewhere herein.

Extension Granted to Spring of 2025



Grant Application Guide

[Charge Ahead Colorado](#) (CAC) provides grant funding for community-based Level 2 (L2) and DC Fast-Charging (DCFC) electric vehicle (EV) charging stations. The program is highly competitive and funding is not guaranteed. The purpose of the application is to provide the Evaluation Committee with an understanding of the applicant's level of planning and commitment to their EV charging station project. This Application Guide ("Guide") is intended to lead participants through the Charge Ahead Colorado application and funding process.

Section I. Program Goals

The objectives of the Charge Ahead Colorado program are to:

1. Promote the installation of electric vehicle charging stations throughout Colorado.
2. Increase the number of electric vehicles in Colorado.
3. Reduce harmful air pollution and greenhouse gas emissions associated with gasoline and diesel vehicles.
4. Support equity and environmental justice by accelerating the transition of fossil fuel vehicles to EVs.
5. Gather data on charging stations to better understand their usage.
6. Support implementation of the [Colorado Electric Vehicle Plan](#).

Applicants should clearly describe how their organization and their proposed project is uniquely suited to meet these program objectives.

Section II. General Instructions

Applicants are required to review this document in full prior to completing an application. All applications [must be submitted online through the application portal accessed here](#). The Charge Ahead Colorado application consists of questions that will assist the Evaluation Committee to gauge project benefits, assess how fully the proposed project helps achieve the program objectives, and understand the applicant's preparedness to execute the project. The Colorado Energy Office (CEO) and the Evaluation Committee are not responsible for any lost or incomplete proposals.

Applicants requesting six (6) or fewer Level 2 charging ports if they are either a Qualifying Entity (Definition in [Section IV](#)), workplace, or multifamily housing community (as long as the charging stations are primarily intended for employee or resident use) are encouraged to apply at any time via the short application. The short application is available [on an ongoing basis](#) and proposals will be evaluated biweekly.

All other applications are considered standard and must be submitted during the open application windows. Charge Ahead Colorado typically offers three (3) funding rounds per year for the standard application - in January, May and October. Standard application review and evaluation can take up to 60 days from the close of the application window, but may vary due to the volume of applications received.

Applicants requesting a significant amount of funding for a large-scale proposal (multiple DCFCs, over 20 L2 charging ports, etc) are highly encouraged to contact the Colorado Energy Office (CEO), their local [ReCharge coach](#), or to participate in Charge Ahead Colorado "[Office Hours](#)" to communicate project needs and discuss appropriate project scale and power levels.

The submission of an application under these guidelines confers no right upon any applicant. Unsuccessful applicants will be notified their proposal has been declined. Applicants can reapply during the next period by submitting a new application. The Evaluation Committee reserves the right to reject any application. CEO will not provide funding for any purchases, contracting, and/or installation prior to the receipt of an executed Purchase Order from the Energy Office.

Section III. Program Funding and Evaluation Criteria

Program Funding

CEO will provide grant funding up to the maximums outlined below for [eligible costs](#):

EV Charging Station Power Level	CEO Maximum Funding	Maximum Incentive
Level 2 (Under 19 kW), Per Port	80%	\$4,500
19 - 49 kW, Per Port	80%	\$6,250
DCFC, Single-Port (50 - 99 kW)	80%	\$35,000
DCFC, Dual-Port (50 - 99 kW capable of simultaneous charging)	80%	\$50,000
DCFC, Single-Port (100 kW+)	80%	\$50,000
DCFC, Dual-Port (100 kW+ capable of simultaneous charging)	80%	\$70,000
Enhanced Incentives	CEO Maximum Funding	Maximum Incentive
Level 2, Income Qualified Enhanced Incentive (Per Port)*	90%	+\$1,250
Enhanced Incentive for Qualified Entities in Disproportionately Impacted (DI) Communities (Per Port)*	90%	+\$500

The program funding table above outlines the likely maximum funding caps that will be provided during a single application period. CEO reserves the right to award more or less funding during any application period.

Please see Project Eligibility and Definitions in [Section IV of this Application Guide](#) for more information.

Evaluation Criteria

Charge Ahead Colorado was developed to incentivize the adoption of electric vehicles and enable travel in an electric vehicle through widespread charging infrastructure statewide.

Projects will be evaluated on criteria that include:

1. How the proposed project meets the objectives outlined in Section I. Program Goals;
2. Benefits of the project to members of the public, including current and future EV drivers;
3. The extent to which the proposed project fills a charging gap or meets resident / employee charging needs;

4. The extent to which the proposed project incorporates and addresses equity through providing access to charging for income qualified individuals, disproportionately impacted communities, and diversifies access to charging infrastructure;
5. The quality of the project, including the rationale for placing the charging station(s) at the selected location, the appropriateness of the level of charger (i.e. Level 2 or DCFC) to the expected usage of the charger, the number of vehicles and vehicle types that can be charged by each station, and the extent to which the applicant's charging locations are likely to effectively serve existing electric vehicles and encourage the acquisition of additional electric vehicles;
6. Whether the charging station is public or private, whether charging fees apply, and how the charging fees will be structured;
7. Commitment to provide required reporting data for at least 5 years;
8. Plan to ensure ongoing operation and maintenance of the charging station(s) is well thought-out;
9. Applicant's acknowledgement and commitment to incorporating accessible design features as detailed by the [Access Board](#);
10. Applicant's potential for, and commitment to, renewable energy and energy efficiency;
11. A well thought-out, well written application.

Section IV. Project Eligibility and Definitions

Eligible applicants include public, private and non-profit organizations, local governments, school districts, state / federal agencies, apartment / condominium complexes, and businesses. Vendors who will own and operate the equipment are eligible to apply. Workplaces and multifamily housing are highly encouraged to apply and may be qualified to utilize the short, rolling application if eligible per [Section II](#).

Fleets, deeded or assigned parking spaces, and single family homes are **not** eligible to apply for grant funding through Charge Ahead Colorado. Fleets should instead apply through the [Fleet-ZERO](#) grant program.

Eligible Costs

Eligible costs are limited to the following:

1. Charging station and related equipment
2. Construction materials
3. Permits
4. Construction labor costs associated with equipment purchase and installation of Level 2 or DCFC charging stations
5. Utility and electric upgrades, such as new transformers, or upgrades to transformers, breaker boxes, and electrical panels
6. Signage and paint
7. Networking / subscription and activation fees
8. Warranty costs
9. Shipping

Definitions

Project eligibility is based on the following definitions:

1. Charging Stations: Also referred to as Electric Vehicle Supply Equipment (EVSE), a device used to provide electricity to an electric vehicle, designed to ensure a safe connection has been made between the electric grid and the vehicle, and able to communicate with the vehicle's control system so that electricity flows at an appropriate voltage and current level. An EV charging unit may be wall mounted or pedestal style and may provide multiple cords to connect with EVs.
2. Level 2 (L2) Charging Station: A 208 to 240-volt AC charging station with a cord connector that meets the SAE

3. Dual Port Charging Station
 - One standalone charging station capable of charging two (2) EVs simultaneously.
4. DCFC Stations: Direct Current Fast-Charging (DCFC) stations are capable of providing at least 50 kW for a single electric vehicle.
 - Charging protocols are not prescribed.
 - Proprietary chargers are not eligible for funding.
5. Disproportionately Impacted (DI) Community: Disproportionately impacted communities are identified in [Colorado's Transportation Equity Screening Tool](#) when measured at the Census Block Group level. DI communities identified in this Tool include those meeting any of the following definitions:
 - SB21-260 Disproportionately Impacted Community (DIC) Definition
 - National Electric Vehicle Infrastructure (NEVI) DAC Definition
 - Enviroscreen DIC (80th percentile +)
 - Transportation Equity Community (75th percentile +)
 - Tribal Lands
6. Qualifying Entities: A Qualifying Entity, for the purpose of eligibility for the Charge Ahead Colorado short application and the enhanced DI incentive, is defined as an entity serving the community including libraries, community centers, rec centers, non-profits, schools, public entities installing charging for the specific use of the public, places of worship, and income qualified multifamily housing. All Qualifying Entities are eligible to utilize the short application when requesting funding for six (6) L2 charging ports or fewer; however, Qualifying Entities must **also** be located in a disproportionately impacted community as identified by [Colorado's Transportation Equity Screening Tool](#) in order to qualify for the enhanced DI incentive.
7. Income Qualified Entity: 66% of the tenants are at 80% Area Median Income (AMI) or less.
 - Qualify through established programs such as: Housing Choice (Section 8) Vouchers, Low Income Public Housing, HUD Subsidized Project Based Section 8, Low Income Housing Tax Credit, operated by a Housing Authority, etc.
 - Submittal of documentation, including a land use restriction agreement for verification purposes will be required.
8. Accessible Design: Requirements for accessible design features are established per the [Access Board \(detailed information can be found at this link\)](#). Stations should be designed for accessibility, but should not be reserved for handicapped parking only. Rather, they should be accessible, but reserved for "EV Parking Only." Charge Ahead requires that 5% of all grant funded charging ports, but no less than one (1) parking space, incorporate accessible design features.
9. Match: Otherwise known as "cost share," match represents the value of awardee contributions and the portion of the costs of the project not borne by the Colorado Energy Office. Minimum required applicant match for Charge Ahead Colorado awardees ranges from 10-20% of eligible project costs depending on the organization's eligibility for enhanced incentives (DI and IQ enhanced incentives have a reduced match requirement of 10%).

Section V. Mandatory Criteria

Applicants must adhere to the following criteria to be eligible for project funding:

General

1. Applicants must have title ownership of the site or facility where the proposed charging station is being installed. If not, applicants must provide written approval for charging station installation from the title owner of the site with their application.
2. We request that applicants whose location is governed by an HOA include a formal resolution or letter of intent from the applicant's HOA Board with their application.

3. For multifamily housing (MFH), the charging stations must be commonly accessible to all residents and not dedicated to individual units.
4. Charging stations required by local code will not be funded. Only charging stations going beyond local code requirements will be considered for funding. Income qualified and affordable housing developments are exempted from this criterion.
5. The station(s) must be kept operational and in service for a minimum of 5 years.
6. The station(s) must have a dedicated parking space for EV charging only. The dedicated parking space(s) must be equal to the number of vehicles that can be charged simultaneously. Signage indicating "EV Parking Only" must be included for each space.
7. Applications and associated documentation are subject to Colorado Open Records Act requests (CORA).

Procurement

1. Projects implemented prior to receiving an award and an executed Purchase Order (PO) from CEO are not eligible for funding.
2. Upon award, CEO will provide a mandatory orientation for all program applicants. Do not select vendors or execute any agreements prior to this meeting.
3. Only work occurring during an executed Purchase Order is eligible for reimbursement.
4. Charging stations must be purchased and not leased to be eligible for funding. Financing, with an initial payment equal to the grant amount plus the required match, is eligible for funding.
5. Applicants must provide the minimum required match for each charging station as outlined in the program funding table in [Section III](#) and Definitions in [Section IV](#).

Technology, Operations and Data

1. DC Fast-Charging (DCFC) stations may include dual standard (CCS and CHAdeMO plugs) or CCS only.
2. All charging stations must be certified by Underwriters Laboratories, ETL Listed or an equivalent certification. Units must be compliant with the current version of the National Electrical Code (NEC) Article 625.
3. Awardees are required to purchase 5 years of networking and 5 years of warranty to ensure ongoing operability of the charging station(s).
4. Charging station installation must be performed by an electrician licensed to transact business in the State of Colorado and who maintains appropriate types and levels of insurance coverage as outlined in the [State's Terms and Conditions](#).
5. Applicants must comply with all applicable federal, state and local permitting, zoning and code requirements.
6. Awardees are required to incorporate accessible design standards into their charging station projects as detailed by the Access Board. [Guidance on accessibility for charging stations can be found here](#). Charge Ahead Colorado requires that 5% of all grant funded charging ports, but no less than one (1) parking space, incorporate accessible design features at each address. Applicants may not meet this requirement by installing a station adjacent to a signed ADA stall.
7. Applicants must share charging station data with CEO as outlined in the data Reporting Requirements in [Section VIII](#).
8. Applicants must submit station information to the [DOE's Alternative Fuels Data Center](#).

Reimbursement

1. All claimed eligible costs and final invoicing must be provided in a legible format and are required on forms provided by CEO following an award. In order for costs to be deemed eligible, they must be incurred during the effective dates of the executed CEO Purchase Order.
2. Backup original invoicing will be required at the time of reimbursement submittal. It is the responsibility of the applicant to ensure documents are clear. If documents are illegible, confusing or incorrect in any manner, the project documents will be returned to the grantee for resubmission. If the grantee does not comply, the project may not be funded.

Section VI. Project Procurement

Any goods or services procured or contracted for prior to the execution of a Purchase Order from CEO will not be eligible for grant funding or project match. Do not contract for any aspect of the project that will be submitted for reimbursement prior to receiving the executed PO from CEO. CEO strongly encourages a competitive bid process.

Government entities and 501(c)(3) nonprofits can utilize the State Price Agreement without going to bid. You can access State Price Agreement information at www.bidscolorado.com under Price Agreements By Category, Electric Vehicle Charging Stations.

CEO will award funding for [Eligible Costs in Section IV](#) up to the amounts listed in [Section III](#) of this Application Guide. It is strongly recommended that applicants perform their due diligence by contacting the various organizations involved in these projects such as the utility, equipment vendors and installers for estimates to make an informed request.

If you have questions or concerns about procurement, pricing, or utilizing the State Price Agreement, please contact the Colorado Energy Office.

Section VII. Program Process Overview

Application Submission

[All Charge Ahead Colorado applications must be submitted online through the application portal here.](#)

Applicants will be required to create an account in order to apply for grant funding. Following account creation, applicants will be able to proceed to the application. Applicants have the option to submit either a standard or short application (for qualifying projects of up to six (6) L2 charging ports for Qualifying Entities, workplaces, or multifamily housing where charging stations are primarily intended for employee or resident use). Please note that the name listed for the account will be the Primary Contact name submitted in the application.

All grant processes will be completed through the account profile including application, award and reimbursement processes; therefore, it is important for applicants to retain their account information.

For preparation purposes, Word formatted versions of the standard and short application are available for download:

- [Standard Application Preparation Document](#)
- [Short Application Preparation Document](#)

PLEASE NOTE: There is a 3,000 character limit per question and there is no option to save and continue when filling out the online application. Additionally, applications cannot be edited or updated once submitted. Applicants are therefore strongly encouraged to use the Word formatted applications above to prepare their responses and then to copy and paste them into the online application portal when ready to submit.

Applications will not be accepted via email or physical submission such as mail.

If Awarded

At the time of formal award notification, all awardees will receive an emailed Intent to Award Letter specifying the number and level of charging stations awarded, as well as the award amount (\$) offered (up to the maximum eligible funding percentages per [Section III](#) of this Application Guide). This email will be delivered to the email account registered on the online grant portal. Upon receipt of the Intent to Award Letter, awardees will be allotted a 30 day timeline, during which, they will need to complete the Charge Ahead Colorado Acceptance and Orientation Form, or

within this timeframe, provide an email in reply to the Colorado Energy Office explaining why form submission will be delayed. This mandatory Awardee Acceptance and Orientation is designed to ensure a smooth process both for awardees and the Colorado Energy Office and to make certain that awardees are fully informed and aware of the program rules and requirements. After completion of the Awardee Acceptance and Orientation Form, the Purchase Order from the State will then be prepared and issued to the applicant for review. Following email confirmation of PO acceptance, the executed Purchase Order will then be provided to move forward with eligible project costs. All successful project applicants will need to comply with CEO's terms and conditions at the time of award.

Extensions may be provided by CEO if the applicant provides reasonable project updates, demonstrating that the project can be implemented within the extended timeline. An extension is not guaranteed under any circumstance.

Section VIII. Reporting Requirements

Upon project completion, CEO requires read-only and downloadable access to the network dashboard for information on the charging station(s) usage including at a minimum the time of use, duration of use, # of customers / unique users, and kWh used. The grantee will be required to provide such access to the data to CEO for utilization information for a minimum of five years. CEO may share this information at an anonymized and/or aggregated County level on the EValuateCO dashboard or other platform at the discretion of CEO or with anyone requesting such data. Should anyone request more detailed data or information, CEO will withhold or redact confidential business information, trade secrets, or personal information as required or allowed under the Colorado Open Records Act, C.R.S. § 24-72-201 to 206.

Section IX. Final Documentation Required

Upon completion of the project, the following documentation is required by the Colorado Energy Office to reimburse eligible costs on all projects:

1. Final Reporting Form
2. Summary Invoice / Reimbursement Request Form
3. Legible copies of all sales / invoices showing the purchase price and amount paid by the applicant for the EV charging stations and the number of units purchased, demonstrating that purchases / work to be reimbursed occurred within the PO term
4. Digital photograph(s) of the completed and operational unit(s), including proof of incorporation of accessible design features
5. Date(s) of installation, installation completion, and when the unit(s) is operational
6. Confirmation that the charger(s) is registered with the [Alternative Fuels Data Center](#)
7. Read-only and downloadable data access granted to CEO for at least 5 years, per Section VIII

Documentation will be required to be submitted via the Grant Management portal and the account established with each awardee unless provided alternative direction by the Colorado Energy Office.

If you have any questions, please contact the Colorado Energy Office.

Section X. Scoring Criteria

Application Quality:

Responses are clear, easy to understand, and provide enough detail for CEO to ensure a thorough evaluation.

Poor (0-3)	Average (4-7)	Excellent (8-10)
Poorly written; questions answered with 'N/As' or	Not so well-written with most questions answered in some	Clear, concise, well-written, thoughtful response with

blank spaces leaving the review team with questions about the applicant's ability to successfully complete the project.	fashion.	quality answers to all questions.
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Type and Number of Chargers:

The charging speed and the number of chargers proposed are appropriate for the electric vehicle (EV) types and operation, EV utilization of chargers, frequency of charging station use, and the project is sized appropriately for initial and future utilization.

Poor (0-5)	Average (6-10)	Excellent (11-15)
The type and number of charging stations are inappropriate for the type of use by EV drivers and are unlikely to support the use-case.	The type and number of chargers is inappropriate, but may be able to be adjusted to provide a benefit. The type of charging station may be appropriate for ongoing operations.	The type and number of chargers are appropriate and well considered. The technology will be able to meet current and future demand.

Project Planning and Implementation:

Applicant understands what will be required to install, operate, and maintain chargers and is well-prepared to ensure equipment remains in operation for 5 years. Cost to charge is fair and reasonable.

Poor (0-7)	Average (8-14)	Excellent (15-20)
The applicant has not demonstrated any project planning in terms of installation, how to keep the charger operational, utility engagement, and ongoing maintenance. The applicant does not indicate a thorough understanding of the project scope and grant requirements.	The applicant has general project planning developed, but has not clearly defined the process for installation, how to keep the charger operational, and ongoing maintenance.	The applicant has a high level of readiness for the charging station project implementation and can clearly ensure the ongoing operations of the station(s) per grant guidelines.

Project Benefits:

The project is well-positioned to support increased EV adoption due to the location, use-case, and applicant commitment of EVs and/or is located in an area without access to existing charging and where installation helps provide confidence to current and prospective EV drivers.

Poor (0-4)	Average (5-9)	Excellent (10-15)
The project has no indication of supporting increased EV adoption.	The project provides indeterminable or limited benefit to EV drivers.	The project is clearly well positioned to facilitate benefit to EV drivers due to location, use-case, etc.

Site Location(s):

The site proposed fills either a charging station gap and/or meets driver demand at the location and incentivizes additional EV adoption through newly available charging stations. The project helps provide confidence to current and prospective EV drivers. Charging speed / power level of station(s) paired with the proposed site is appropriate.

Poor (0-7)	Average (8-14)	Excellent (15-20)
The project doesn't clearly address a charging gap nor provide additional benefit to EV drivers.	The project provides some benefit to EV drivers, but doesn't clearly address a charging gap.	The project clearly addresses a charging gap and provides demonstrable benefit to EV drivers.

Equity (Disproportionately Impacted and Income Qualified Applicants):

The project increases access to charging for those living in income qualified and/or disproportionately impacted communities and meets the eligibility criteria for the enhanced incentives.

No (0)	Partial (7-10)	Yes(15)
The project provides no benefit to disproportionately impacted communities or income qualified applicants.	The project is in a disproportionately impacted community and is open to the public, but not directly tied to this community.	The project will benefit disproportionately impacted and/or income qualified communities.

The [Transportation Equity Screening Tool](#) incorporates multiple definitions of disproportionately impacted communities for equity purposes, including:

1. Senate Bill 21-260 Disproportionately Impacted Community (DIC) Definition,
2. National Electric Vehicle Infrastructure (NEVI) DIC Definition,
3. Enviroscreen DI Community (80th percentile +),
4. Transportation Equity Community (75th percentile +), and
5. Tribal Lands



STATE OF COLORADO

Office of the Governor
Community Access Enterprise

ORDER		*****IMPORTANT*****				
Number:	POGG1,EFBA,202400003429	The order number and line number must appear on all invoices, packing slips, cartons, and correspondence.				
Date:	4/23/24	BILL TO				
Description:	Fleet-ZERO Grant	Colorado Energy Office - Broadway 1600 Broadway Suite 1960 Denver, CO 80202				
Effective Date:	04/22/24					
Expiration Date:	01/31/25					
BUYER		SHIP TO				
Buyer:		Colorado Energy Office - Broadway 1600 Broadway Suite 1960 Denver, CO 80202				
Email:						
VENDOR		SHIPPING INSTRUCTIONS				
CITY OF ARVADA 8101 RALSTON RD ARVADA, CO 80002-2400		Delivery/Install Date: FOB:				
Contact:	EFT Remit					
Phone:	000.000.0000					
VENDOR INSTRUCTIONS						
EXTENDED DESCRIPTION						
Grantee shall complete the work as outlined in Exhibit A, the Statement of Work, attached hereto and incorporated by reference herein.						
The attached modified State of Colorado Small Dollar Grant Award Terms and Conditions shall govern this Small Dollar Grant Award in lieu of the State of Colorado Small Dollar Grant Award Terms and Conditions referenced by hyperlink.						
CAE Contact Info: Matt Lerman at matt.lerman@state.co.us						
Line Item	Commodity/Item Code	UOM	QTY	Unit Cost	Total Cost	MSDS Req.
1	G1000		0	0.00	\$99,000.00	☐
Description: Grant Commodity						
Service From: 04/22/24				Service To: 01/31/25		
TERMS AND CONDITIONS						
https://www.colorado.gov/osc/purchase-order-terms-conditions						



STATE OF COLORADO
Office of the Governor
Community Access Enterprise

DOCUMENT TOTAL = \$99,000.00

State of Colorado Small Dollar Grant Award Terms and Conditions

- 1. Offer/Acceptance.** This Small Dollar Grant Award, together with these terms and conditions (including, if applicable, Addendum 1: Additional Terms and Conditions for Information Technology, and Addendum 2: Additional Terms and Conditions for Federal Provisions, below), and any other attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference (collectively the “Agreement”) shall represent the entire and exclusive agreement between the State of Colorado, by and through the agency identified on the face of the Small Dollar Grant Award (“State”) and the Subrecipient identified on the face of the Small Dollar Grant Award (“Grantee”). If this Agreement refers to Grantee’s bid or proposal, this Agreement is an ACCEPTANCE of Grantee’s OFFER TO PERFORM in accordance with the terms and conditions of this Agreement. If a bid or proposal is not referenced, this Agreement is an OFFER TO ENTER INTO AGREEMENT, subject to Grantee’s acceptance, demonstrated by Grantee’s beginning performance or written acceptance of this Agreement. Any COUNTER-OFFER automatically CANCELS this Agreement, unless a change order is issued by the State accepting a counter-offer. Except as provided herein, the State shall not be responsible or liable for any Work performed prior to issuance of this Agreement. The State’s financial obligations to the Grantee are limited by the amount of Grant Funds awarded as reflected on the face of the Small Dollar Grant Award.
- 2. Order of Precedence.** In the event of a conflict or inconsistency within this Agreement, such conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority: **(1)** If applicable, Addendum 2: Additional Terms and Conditions for Federal Provisions, below; **(2)** the Small dollar Grant Award document; **(3)** these terms and conditions (including, if applicable, Addendum 1 below); and **(4)** any attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference. Notwithstanding the above, if this Agreement has been funded, in whole or in part, with a Federal Award, in the event of a conflict between the Federal Grant and this Agreement, the provisions of the Federal Grant shall control. Grantee shall comply with all applicable Federal provisions at all times during the term of this Agreement. Any terms and conditions included on Grantee’s forms or invoices not included in this Agreement are void.
- 3. Changes.** Once accepted in accordance with **§1**, this Agreement shall not be modified, superseded or otherwise altered, except in writing by the State and accepted by Grantee.
- 4. Definitions.** The following terms shall be construed and interpreted as follows: **(a) “Award”** means an award by a Recipient to a Subrecipient; **(b) “Budget”** means the budget for the Work described in this Agreement; **(c) “Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in CRS §24-11-101(1); **(d) “UCC”** means the Uniform Commercial Code in CRS Title 4; **(e) “Effective Date”** means the date on which this Agreement is issued as shown on the face of the Small Dollar Grant Award; **(f) “Federal Award”** means an award of federal financial assistance or a cost-reimbursement contract, , by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award, which terms and conditions shall flow down to the Award unless such terms and conditions specifically indicate otherwise. The term does not include payments to a vendor or payments to an individual that is a beneficiary of a Federal program; **(g) “Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient; **(h) “Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement; **(i) “Matching Funds”** mean the funds provided by the Grantee to meet

State of Colorado Small Dollar Grant Award Terms and Conditions

cost sharing requirements described in this Agreement; (j) “**Recipient**” means the State agency identified on the face of the Small Dollar Grant Award; (k) “**Subcontractor**” means third parties, if any, engaged by Grantee to aid in performance of the Work; (l) “**Subrecipient**” means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a program, but does not include an individual that is a beneficiary of such program; (m) “**Uniform Guidance**” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, identified as the 2 C.F.R. (Code of Federal Regulations) Part 200, commonly known as the “Super Circular,” which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular a-50 on Single Audit Act follow-up; and (n) “**Work**” means the goods delivered or services, or both, performed pursuant to this Agreement and identified as Line Items on the face of the Small Dollar Grant Award.

5. **Delivery.** Grantee shall furnish the Work in strict accordance with the specifications and price set forth in this Agreement. The State shall have no liability to compensate Grantee for the performance of any Work not specifically set forth in the Agreement.
6. **Rights to Materials.** *[Not Applicable to Agreements issued either in whole in part for Information Technology, as defined in CRS § 24-37.5-102(2); in which case Addendum 1 §2 applies in lieu of this section.]* Unless specifically stated otherwise in this Agreement, all materials, including without limitation supplies, equipment, documents, content, information, or other material of any type, whether tangible or intangible (collectively “Materials”), furnished by the State to Grantee or delivered by Grantee to the State in performance of its obligations under this Agreement shall be the exclusive property the State. Grantee shall return or deliver all Materials to the State upon completion or termination of this Agreement.
7. **Grantee Records.** Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work (including, but not limited to the operation of programs) performed under this Agreement (collectively “Grantee Records”). Unless otherwise specified by the State, the Grantee shall retain Grantee Records for a period (the “Record Retention Period”) of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims or audit finding have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight, or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property. Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee’s office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days’ notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State. The State, in its discretion, may monitor Grantee’s

State of Colorado Small Dollar Grant Award Terms and Conditions

performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement, and the State shall have the right, in its discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State will monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee Records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee, a State agency or the State's authorized representative, or a third party. If applicable, the Grantee may be required to perform a single audit under 2 CFR 200.501, *et seq.* Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

- 8. Reporting.** If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State. Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.
- 9. Conflicts of Interest.** Grantee acknowledges that with respect to this Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of Grantee's obligations to the State under this Agreement. If a conflict or appearance of a conflict of interest exists, or if Grantee is uncertain as to such, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement. Grantee certifies that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's Services and Grantee shall not employ any person having such known interests. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.
- 10. Taxes.** The State is exempt from federal excise taxes and from State and local sales and use taxes. The State shall not be liable for the payment of any excise, sales, or use taxes imposed on Grantee. A tax exemption certificate will be made available upon Grantee's request. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

State of Colorado Small Dollar Grant Award Terms and Conditions

- 11. Payment.** Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Document Total shown on the face of the Small Dollar Grant Award. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in this Agreement. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State. The State shall pay Grantee for all amounts due within 45 days after receipt of an Awarding Agency's approved invoicing request, or in instances of reimbursement grant programs a request for reimbursement, compliant with Generally Accepted Accounting Principles (GAAP) and, if applicable Government Accounting Standards Board (GASB) of amount requested. Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to the State's obligation to pay all or a portion of the amount due. Grantee shall invoice the State separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate. The acceptance of an invoice shall not constitute acceptance of any Work performed under this Agreement. Except as specifically agreed in this Agreement, Grantee shall be solely responsible for all costs, expenses, and other charges it incurs in connection with its performance under this Grantee.
- 12. Term.** The parties' respective performances under this Agreement shall commence on the "Service From" date identified on the face of the Small Dollar Grant Award, unless otherwise specified, and shall terminate on the "Service To" date identified on the face of the Small Dollar Grant Award unless sooner terminated in accordance with the terms of this Agreement.
- 13. Payment Disputes.** If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.
- 14. Matching Funds.** Grantee shall provide Matching Funds, if required by this Agreement. If permitted under the terms of the grant and per this Agreement, Grantee may be permitted to provide Matching Funds prior to or during the course of the project or the match will be an in-kind match. Grantee shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" pursuant to this Agreement, has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal

State of Colorado Small Dollar Grant Award Terms and Conditions

year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

- 15. Reimbursement of Grantee Costs.** If applicable, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Agreement for all allowable costs described in the grant except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to, and received approval from the State of the change, the change does not modify the total maximum amount of this Agreement, and the change does not modify any requirements of the Work. If applicable, the State shall reimburse Grantee for the properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs. Grantee's costs for Work performed after the "Service To" date identified on the face of the Small Dollar Grant Award, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are **(a)** reasonable and necessary to accomplish the Work, and **(b)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the costs actually incurred).
- 16. Close-Out.** Grantee shall close out this Award within 45 days after the "Service To" date identified on the face of the Small Dollar Grant Award, including any modifications. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. In accordance with the Agreement, the State may withhold a percentage of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.
- 17. Assignment.** Grantee's rights and obligations under this Agreement may not be transferred or assigned without the prior, written consent of the State and execution of a new agreement. Any attempt at assignment or transfer without such consent and new agreement shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.
- 18. Subcontracts.** Grantee shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each subcontract upon request by the State. All subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state 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 this Agreement.
- 19. Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations in accordance with the intent of the Agreement.
- 20. Survival of Certain Agreement Terms.** Any provision of this Agreement that imposes an obligation on a party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other party.

State of Colorado Small Dollar Grant Award Terms and Conditions

- 21. Third Party Beneficiaries.** Except for the parties' respective successors and assigns, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.
- 22. Waiver.** A party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
- 23. Indemnification. [Not Applicable to Inter-governmental agreements]** Grantee shall indemnify, save, and hold harmless the State, 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 relation to any act or omission by Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement. This shall include, without limitation, any and all costs, expenses, claims, damages, liabilities, court awards and other amounts incurred by the Indemnified Parties in relation to any claim that any work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right or any claim for loss or improper disclosure of any confidential information or personally identifiable information. If Grantee is a public agency prohibited by applicable law from indemnifying any party, then this section shall not apply.
- 24. Notice.** All notices given under this Agreement shall be in writing, and shall be delivered to the contacts for each party listed on the face of the Small Dollar Grant Award. Either party may change its contact or contact information by notice submitted in accordance with this section without a formal modification to this Agreement.
- 25. Insurance.** Except as otherwise specifically stated in this Agreement or any attachment or exhibit to this Agreement, Grantee shall obtain and maintain insurance as specified in this section at all times during the term of the Agreement: (a) workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee employees acting within the course and scope of their employment, (b) Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent vendors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed operations aggregate; and \$50,000 any one fire, and (c) Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit. If Grantee will or may have access to any protected information, then Grantee shall also obtain and maintain insurance covering loss and disclosure of protected information and claims based on alleged violations of privacy right through improper use and disclosure of protected information with limits of \$1,000,000 each occurrence and \$1,000,000 general aggregate at all times during the term of the Small Dollar Grant Award. Additional insurance may be required as provided elsewhere in this Agreement or any attachment or exhibit to this Agreement. All insurance policies required by this Agreement shall be issued by insurance companies with an AM Best

State of Colorado Small Dollar Grant Award Terms and Conditions

rating of A-VIII or better. If Grantee is a public agency within the meaning of the Colorado Governmental Immunity Act, then this section shall not apply and Grantee shall instead comply with the Colorado Governmental Immunity Act. The State shall be named as additional insured on all commercial general liability policies required of Vendor. All insurance policies secured or maintained by Vendor in relation to this Purchase Order shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Vendor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

26. Termination Prior to Grantee Acceptance. If Grantee has not begun performance under this Agreement, the State may cancel this Agreement by providing written notice to the Grantee.

27. Termination for Cause. If Grantee refuses or fails to timely and properly perform any of its obligations under this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, the State may notify Grantee in writing of non-performance and, if not corrected by Grantee within the time specified in the notice, terminate Grantee's right to proceed with the Agreement or such part thereof as to which there has been delay or a failure. Grantee shall continue performance of this Agreement to the extent not terminated. Grantee shall be liable for excess costs incurred by the State in procuring similar Work and the State may withhold such amounts, as the State deems necessary. If after rejection, revocation, or other termination of Grantee's right to proceed under the Colorado Uniform Commercial Code (CUCC) or this clause, the State determines for any reason that Grantee was not in default or the delay was excusable, the rights and obligations of the State and Grantee shall be the same as if the notice of termination had been issued pursuant to termination under **§28**.

28. Termination in Public Interest. The State is entering into this Agreement for the purpose of carrying out the public interest of the State, as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency. If this Agreement ceases to further the public interest of the State as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency, the State, in its sole discretion, may terminate this Agreement in whole or in part and such termination shall not be deemed to be a breach of the State's obligations hereunder. This section shall not apply to a termination for cause, which shall be governed by **§27**. A determination that this Small Dollar Grant Award should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. The State shall give written notice of termination to Grantee specifying the part of the Agreement terminated and when termination becomes effective. Upon receipt of notice of termination, Grantee shall not incur further obligations except as necessary to mitigate costs of performance. The State shall pay the Agreement price or rate for Work performed and accepted by State prior to the effective date of the notice of termination. The State's termination liability under this section shall not exceed the total Agreement price.

29. Termination for Funds Availability. The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State

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funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Work performed and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §28.

30. **Grantee's Termination Under Federal Requirements.** If the Grant Funds include any federal funds, then Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for Work that will not be performed prior to the effective date of the termination.
31. **Governmental Immunity.** Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, *et seq.*, the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, CRS §§24-30-1501, *et seq.* No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.
32. **Grant Recipient.** Grantee shall perform its duties hereunder as a grant recipient and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.**
33. **Compliance with Law.** Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
34. **Choice of Law, Jurisdiction and Venue.** **[Not Applicable to Inter-governmental agreements]** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this 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 this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and

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County of Denver. Any provision incorporated herein by reference which purports to negate this or any other provision in this Agreement in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision or for any other reason shall not invalidate the remainder of this Agreement, to the extent capable of execution. Grantee shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against the State regardless of whether the Colorado Procurement Code applies to this Agreement.

35. Prohibited Terms. Nothing in this Agreement shall be construed as a waiver of any provision of CRS §24-106-109. Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with that statute in any way shall be void ab initio.

ADDENDUM 1:

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IF ANY PART OF THE SUBJECT MATTER OF THIS AGREEMENT IS INFORMATION TECHNOLOGY, AS DEFINED IN CRS § 24-37.5-102 (2), THE FOLLOWING PROVISIONS ALSO APPLY TO THIS AGREEMENT.

A. Definitions. The following terms shall be construed and interpreted as follows: **(a) “CJI”** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended, and all Criminal Justice Records as defined under CRS §24-72-302; **(b) “Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, pursuant to CRS §§24-37.5-401 *et seq.*; **(c) “PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law; **(d) “PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual including, without limitation, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act; **(e) “PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records, including, without limitation, all information defined as personally identifiable information in CRS §24-72-501. . “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, *et. seq.*, C.R.S. ; **(f) “State Confidential Information”** means any and all State Records not subject to disclosure under the Colorado Open Records Act and includes, without limitation, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under the Colorado Open Records Act, **(g) “State Fiscal Rules”** means those fiscal rules promulgated by the Colorado State Controller pursuant to CRS §24-30-202(13)(a); **(h) “State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year; **(i) “State Records”** means any and all State data, information, and records, regardless of physical form; **(j) “Tax Information”** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation, including, without limitation all information defined as federal tax information in Internal Revenue Service Publication 1075; and **(k) “Work Product”** means the tangible and intangible results of the delivery of goods and performance of services, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other

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results of the Work, but does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

B. Intellectual Property. Except to the extent specifically provided elsewhere in this Agreement, any State information, including without limitation pre-existing State software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials; or Work Product prepared by Grantee in the performance of its obligations under this Agreement shall be the exclusive property of the State (collectively, "State Materials"). All State Materials shall be delivered to the State by Grantee upon completion or termination of this Agreement. The State's exclusive rights in any Work Product prepared by Grantee shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit any State Materials to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State. The State shall maintain complete and accurate records relating to **(a)** its use of all Grantee and third party software licenses and rights to use any Grantee or third party software granted under this Agreement and its attachments to which the State is a party and **(b)** all amounts payable to Grantee pursuant to this Agreement and its attachments and the State's obligations under this Agreement or any amounts payable to Grantee in relation to this Agreement, which records shall contain sufficient information to permit Grantee to confirm the State's compliance with the use restrictions and payment obligations under this Agreement or to any third party use restrictions to which the State is a party. Grantee retains the exclusive rights, title and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to all pre-existing software, licensed products, associated source code, machine code, text images, audio, video, and third party materials, delivered by Grantee under the Agreement, whether incorporated in a deliverable or necessary to use a deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in a State-approved license agreement **(a)** entered into as exhibits or attachments to this Agreement, **(b)** obtained by the State from the applicable third party Grantee, or **(c)** in the case of open source software, the license terms set forth in the applicable open source license agreement. Notwithstanding anything to the contrary herein, the State shall not be subject to any provision incorporated in any exhibit or attachment attached hereto, any provision incorporated in any terms and conditions appearing on any website, any provision incorporated into any click through or online agreements, or any provision incorporated into any other document or agreement between the parties that **(a)** requires the State or the State to indemnify Grantee or any other party, **(b)** is in violation of State laws, regulations, rules, State Fiscal Rules, policies, or other State requirements as deemed solely by the State, or **(c)** is contrary to this Agreement.

C. Information Confidentiality. Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law, or approved in writing by the State. If Grantee will or may have access to any State Confidential Information or any other protected information, Grantee shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Grantee shall

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comply with all Colorado Office of Information Security ("OIS") policies and procedures which OIS has issued pursuant to CRS §§24-37.5-401 through 406 and 8 CCR §1501-5 and posted at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>, all information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any industry standards or guidelines, as applicable based on the classification of the data relevant to Grantee's performance under this Agreement. Such obligations may arise from: Health Information Portability and Accountability Act (HIPAA); IRS Publication 1075; Payment Card Industry Data Security Standard (PCI-DSS); FBI Criminal Justice Information Service Security Addendum; Centers for Medicare & Medicaid Services (CMS) Minimum Acceptable Risk Standards for Exchanges; and Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with The Social Security Administration. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

D. Other Entity Access and Nondisclosure Agreements. Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the work, but shall restrict access to State Confidential Information to those agents, employees, assigns, and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign, or Subcontractors has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

E. Use, Security, and Retention. Grantee shall use, hold, and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

F. Incident Notice and Remediation. If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as

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directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable actual costs thereof.

G. Data Protection and Handling. Grantee shall ensure that all State Records and Work Product in the possession of Grantee or any Subcontractors are protected and handled in accordance with the requirements of this Agreement at all times. Upon request by the State made any time prior to 60 days following the termination of this Agreement for any reason, whether or not this Agreement is expiring or terminating, Grantee shall make available to the State a complete and secure download file of all data that is encrypted and appropriately authenticated. This download file shall be made available to the State within 10 Business Days following the State's request, and shall contain, without limitation, all State Records, Work Product, and any other information belonging to the State. Upon the termination of Grantee's services under this Agreement, Grantee shall, as directed by the State, return all State Records provided by the State to Grantee, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If legal obligations imposed upon Grantee prevent Grantee from returning or destroying all or part of the State Records provided by the State, Grantee shall guarantee the confidentiality of all State Records in Grantee's possession and will not actively process such data. The State retains the right to use the established operational services to access and retrieve State Records stored on Grantee's infrastructure at its sole discretion and at any time.

H. Compliance. If applicable, Grantee shall review, on a semi-annual basis, all OIS policies and procedures which OIS has promulgated pursuant to CRS §§ 24-37.5-401 through 406 and 8 CCR § 1501-5 and posted at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>, to ensure compliance with the standards and guidelines published therein. Grantee shall cooperate, and shall cause its Subcontractors to cooperate, with the performance of security audit and penetration tests by OIS or its designee.

I. Safeguarding PII. If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, all State requirements relating to non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall take full responsibility for the security of all PII in its possession or in the possession of its Subcontractors, and shall hold the State harmless for any damages or liabilities resulting from the unauthorized disclosure or loss thereof. Grantee shall be a "Third-Party Service Provider" as defined in CRS §24-73-103(1)(i) and shall maintain security procedures and practices consistent with CRS §§24-73-101 *et seq.* In addition, as set forth in § 24-74-102, *et. seq.*, C.R.S., Vendor, including, but not limited to, Vendor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Vendor is given direct access to any State databases containing PII, Vendor shall execute, on behalf of itself and its employees, the certification [PII Individual Certification Form](#) or [PII Entity Certification Form](#) [Download form from Hyperlink] on an annual basis and Vendor's duty shall continue as long as Vendor has direct access to any State databases

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containing PII. If Vendor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Vendor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

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

K. Information Technology. To the extent that Grantee provides physical or logical storage of State Records; Grantee creates, uses, processes, discloses, transmits, or disposes of State Records; or Grantee is otherwise given physical or logical access to State Records in order to perform Grantee's obligations under this Agreement, the following terms shall apply. Grantee shall, and shall cause its Subcontractors, to: Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement; Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards; Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing; Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments; Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the OIS; Comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology (OIT), including project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>. Grantee shall not allow remote access to State Records from outside the United States, including access by Grantee's employees or agents, without the prior express written consent of OIS. Grantee shall communicate any request regarding non-U.S. access to State Records to the State. The State, acting by and through OIS, shall have sole discretion to grant or deny any such request.

L. Accessibility. Grantee shall comply with and the Work Product provided under this PO shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards. ~~Grantee shall indemnify, save, and hold harmless 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~~

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~~Indemnified Parties in relation to Grantee's failure to comply with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.~~ The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

ADDENDUM 2:

Additional Terms & Conditions for Federal Provisions

IF ANY PART OF THIS PO HAS BEEN FUNDED, IN WHOLE OR IN PART, WITH
FEDERAL FUNDS, THE FOLLOWING PROVISIONS SHALL ALSO APPLY TO THIS
PO.

1. APPLICABILITY OF PROVISIONS.

- 1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.
- 1.2. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. DEFINITIONS.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 2.1.1. “Award” means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 2.1.2. “Entity” means:
 - 2.1.2.1. a Non-Federal Entity;
 - 2.1.2.2. a foreign public entity;
 - 2.1.2.3. a foreign organization;
 - 2.1.2.4.** a non-profit organization;
 - 2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 2.1.2.6.** a foreign non-profit organization (only for 2 CFR part 170) only);
 - 2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
 - 2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).
 - 2.1.3. “Executive” means an officer, managing partner or any other employee in a management position.
 - 2.1.4. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
 - 2.1.5. “Grant” means the Grant to which these Federal Provisions are attached.
 - 2.1.6. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached. Grantee also means Subrecipient.

ADDENDUM 2:

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- 2.1.7. “Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 2.1.8. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
- 2.1.8.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.8.2. Is not organized primarily for profit; and
 - 2.1.8.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.9. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.10. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.11. “Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.12. “Subaward” means an award by a Recipient to a Subrecipient or a Contractor funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.13. “Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program. Subrecipient also means Grantee.
- 2.1.14. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 2.1.15. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:
- 2.1.15.1. Salary and bonus;

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- 2.1.15.2.** Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
- 2.1.15.3.** Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
- 2.1.15.4.** Change in present value of defined benefit and actuarial pension plans;
- 2.1.15.5.** Above-market earnings on deferred compensation which is not tax-qualified;
- 2.1.15.6.** Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.16.** “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
- 2.1.17.** “Unique Entity ID” means the Unique Entity ID established by the federal government for a Grantee or Subrecipient at <https://sam.gov/content/home>.
- 2.1.18.** “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

3. COMPLIANCE.

- 3.1.** Subrecipient shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID REQUIREMENTS.

ADDENDUM 2:

Additional Terms & Conditions for Federal Provisions

- 4.1. SAM. Subrecipient shall maintain the currency of its information in SAM until the Subrecipient submits the final financial report required under the Award or receives final payment, whichever is later. Subrecipient shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2. Unique Entity ID. Subrecipient shall provide its Unique Entity ID to its Recipient, and shall update Subrecipient's information at <http://www.sam.gov> at least annually after the initial registration, and more frequently if required by changes in Subrecipient's information.

5. TOTAL COMPENSATION.

- 5.1. Subrecipient shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and
 - 5.1.2. In the preceding fiscal year, Subrecipient received:
 - 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 5.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 5.1.2.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

- 6.1. Pursuant to the Transparency Act, Subrecipient shall report data elements to SAM and to the Recipient as required in this Exhibit. No direct payment shall be made to Subrecipient for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Subrecipient's obligations under this Grant.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

ADDENDUM 2:

Additional Terms & Conditions for Federal Provisions

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

- 8.1. Subrecipient shall report as set forth below.
 - 8.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM **for each** Federal Award Identification Number (FAIN) assigned by a Federal agency to a Recipient no later than the end of the month following the month in which the Subaward was made:
 - 8.1.1.1. Subrecipient Unique Entity ID;
 - 8.1.1.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;
 - 8.1.1.3. Subrecipient parent's organization Unique Entity ID;
 - 8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
 - 8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 8.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
 - 8.1.2. To Recipient. A Subrecipient shall report to its Recipient, upon the effective date of the Grant, the following data elements:
 - 8.1.2.1. Subrecipient's Unique Entity ID as registered in SAM.
 - 8.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

9. PROCUREMENT STANDARDS.

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

ADDENDUM 2:

Additional Terms & Conditions for Federal Provisions

- 9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- 9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 9.4. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never contract with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 9.5. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Subrecipient is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

10. ACCESS TO RECORDS.

- 10.1. A Subrecipient shall permit Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. SINGLE AUDIT REQUIREMENTS.

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

ADDENDUM 2:

Additional Terms & Conditions for Federal Provisions

- 11.1.1.Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 11.1.2.Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 11.1.3.Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. REQUIRED PROVISIONS FOR SUBRECEPIENT WITH SUBCONTRACTORS.

- 12.1. In addition to other provisions required by the Federal Awarding Agency or the Recipient, Subrecipients shall include all of the following applicable provisions;
- 12.1.1. For agreements with Subrecipients – Include the terms in the Grant Federal Provisions Exhibit (this exhibit)
- 12.1.2. For contracts with Subcontractors – Include the terms in [the Contract Federal Provisions Exhibit](#).

13. CERTIFICATIONS.

ADDENDUM 2:

Additional Terms & Conditions for Federal Provisions

- 13.1. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Subrecipient with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. EVENT OF DEFAULT AND TERMINATION.

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.
- 15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
- 15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
- 15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
- 15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

ADDENDUM 2:
Additional Terms & Conditions for Federal Provisions

- 15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- 15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

I. Project Title: Fleet Zero-Emission Resource Opportunity (Fleet-ZERO)

II. Background/Objective

The Grantee was awarded grant funding as a result of the competitive Fleet Zero-Emission Resource Opportunity (hereinafter called "Fleet-ZERO") Program's Request for Applications (RFA). The Community Access Enterprise (hereinafter called "CAE" or the "State") agrees to provide funding to CITY OF ARVADA (hereinafter called "Grantee") towards the costs associated with the charging station project.

III. Project Description

Fleet-ZERO is a program administered by the Colorado Energy Office (CEO) in partnership with the Community Access Enterprise (CAE) to encourage use of electric fleet vehicles because they reduce greenhouse gas emissions and local air pollution, promote energy security through reliance on domestic electricity, and drive an innovative market for new technology.

The general purpose of this project is to encourage the installation of electric vehicle (EV) charging stations for fleets throughout the state of Colorado. Installing charging stations enables electric vehicles to proliferate.

Grantee is installing charging station(s) to be located at the awarded address(es) outlined below. Grantee shall adhere to the listed Accessibility Scenario(s) as further detailed in Section VI. of this Statement of Work:

1. 6161 Wadsworth Blvd, Arvada, CO 80003: Three (3) dual port 19 kW+ fleet charging stations
 - Accessibility Scenario #2 as detailed in Section VI. shall apply to this address
2. 6701 Indiana St, Arvada, Colorado 80007: Three (3) dual port 19 kW+ fleet charging stations
 - Accessibility Scenario #2 as detailed in Section VI. shall apply to this address
3. 8101 Ralston Road, Arvada, Colorado 80002: Three (3) dual port 19 kW+ fleet charging stations
 - Accessibility Scenario #1 as detailed in Section VI. shall apply to this address

IV. Work Tasks, Deliverables and Timeline

Grantee shall be responsible for the following work tasks and deliverables upon the final approval and discretion of the CAE/CEO:

- i. Purchase charging station(s) from vendors. Grantees are strongly encouraged to complete a competitive procurement process. The charging station(s) must have networked data reporting capabilities that are active, collecting data, and accessible to administrators of the Fleet-ZERO program via cloud networking at all times. See additional requirements in Section VII. Reporting.
- ii. Install the charging station(s). Grantee may either contract with personnel who have expertise in electrical installations or pay Grantee labor staff with expertise in electrical installations for the installation of the unit(s) and associated labor costs.
- iii. Construct foundation, if necessary.
- iv. Dedicate one (1) parking space for EV charging per funded charging port.
- v. Adhere to requirements for the incorporation of accessible design standards, where feasible, as detailed in Section V. Accessibility Guidelines and Section VI. Accessibility Scenarios.
- vi. Provide CAE/CEO with invoices by the Agreement end date for work completed. The costs must be directly associated with the purchase and installation of the awarded EV charging station(s).
- vii. Submit final required documentation as outlined below with documentation of charging station installation(s) by the Agreement end date. The following documentation is required for CAE/CEO to reimburse eligible costs on the project:
 1. Final Reporting Form
 2. Summary Invoice / Reimbursement Request Form

3. Legible copies of all sales / invoices showing the purchase price and amount paid by the Grantee for the EV charging stations and the number of units purchased (demonstrating that purchases / work to be reimbursed occurred within the Agreement term).
 4. Legible copies of all invoices / receipts showing the installation costs and number of labor hours spent by the installers and any subcontractors on the project (demonstrating that work to be reimbursed occurred within the Agreement term).
 5. Legible copies of proof of vehicle ownership with State of Colorado vehicle registration or International Registration Plan (IRP), purchase order(s), and/or executed lease agreement(s) for associated electric vehicles that will be utilizing each funded charging station as specified in the awarded grant application.
 6. Date(s) of installation, installation completion, and when the unit(s) is operational and available for use in the Final Reporting Form.
 7. Digital photograph(s) of the completed and operational unit(s) and dedicated EV charging space(s).
 - a. If required per Section III. Project Description and Section VI. Accessibility Scenarios (unless otherwise waived by the CAE/CEO), photographs must demonstrate proof of incorporation of accessible design standards and should be from a perspective that clearly shows adherence to the accessibility standards, including wider spacing and a path of travel to the charging station(s), where feasible. Additional photographs may be requested prior to reimbursement being finalized if this is required and not clearly demonstrated.
 8. Copies of all required permits.
 9. Confirmation that the charger(s) is registered with the [Alternative Fuels Data Center](#).
 10. Read-only and downloadable data access granted to CAE/CEO for five (5) years, per Section VII. Charging Station Utilization Reporting outlined herein.
- viii. All deliverables shall be adjusted to the final approval and discretion of the CAE/CEO.

V. Accessibility Guidelines

Grantee shall be responsible for adhering to requirements for the incorporation of accessible design standards, where feasible, as detailed by the [U.S. Access Board](#) and the [Fleet-ZERO Application Guide](#), and based on the Accessibility Scenarios defined in Section VI.

1. Accessible design standards require that 5%, but no fewer than one (1) stall at each required address must be accessible and that Grantee must incorporate the accessible design standards into the parking stall(s) serving the highest power output charging port(s) at each required address.
2. Failure to incorporate accessible design standards, where feasible and required, may result in a delay of reimbursement until the project incorporates such design standards or forfeiture of a portion of the grant award (10% of the total grant award) if Grantee fails to complete this aspect of the Agreement.
3. If accessible design standards are determined not to be feasible, written documentation from the CAE/CEO reflecting such is required.
4. Determination of feasibility of the incorporation of accessible design standards is solely at the discretion of the CAE/CEO.

VI. Accessibility Scenarios

The Accessibility Scenarios as detailed below shall apply to each awarded address as referenced in Section III. Project Description:

Accessibility Scenario #1:

- The incorporation of accessible design standards, where feasible, as detailed in Section V., is required at this awarded address.

Accessibility Scenario #2:

- Per the [U.S. Access Board 'Employee Use of EV Chargers'](#), the CAE/CEO has provided Grantee with an exemption for the incorporation accessible design standards at this awarded address under the

employee work area exception, since Grantee has provided written acknowledgement to the CAE/CEO that all of the awarded charging stations at this awarded address will only be used by employees for charging company / fleet vehicles. The incorporation of accessible design standards however is still strongly recommended by the CAE/CEO for at least one (1) EV charger at this awarded address to accommodate employees with disabilities and because the employer may be required to provide an accessible EV charger if requested by an employee as a reasonable accommodation.

- However, if the planned employee access of any of the awarded charging stations at this awarded address were to change by the Agreement end date and one (1) or more of any of the awarded charging stations at this awarded address will be provided for employees to charge their personal vehicles, Grantee must immediately notify the CAE/CEO. In this case, the exemption for the incorporation of accessible design standards provided by the CAE/CEO under the employee work area exception as outlined above would no longer apply at this awarded address and Grantee would be required to incorporate accessible design standards at this awarded address, where feasible, as detailed in Section V.

VII. Reporting

Grantee shall be responsible for the following reporting requirements: Written analysis shall be in accordance with the procedures developed and prescribed by the State. Required reports shall be submitted to the CAE/CEO upon completion of all work tasks, or at such time as otherwise specified. The preparation of reports in a timely manner shall be the responsibility of Grantee and failure to comply may result in the delay of payment of funds and/or termination of this Agreement. Grantee must provide written communication to CAE/CEO if the project experiences significant changes or delays in the schedule via email.

VIII. Final Report & Invoice Documentation

The Grantee shall submit a final report by the Agreement end date. This report will demonstrate the completion of the project and installation of the charging station(s). To be acceptable, the final report must explain the Grantee's procurement and installation process, lessons learned from procurement and installation, and the data reporting capabilities of the charging station(s), and it must identify the location(s) of the charging station(s) accompanied with pictures of the installed unit(s). The Grantee shall provide an invoice to CAE/CEO for the purchase of the unit(s) and associated equipment, permitting costs, and the labor costs associated with the installation(s). To be acceptable, the invoice must be supported by receipts or invoices for all equipment, permits, and labor. The invoice must include an itemized list of all project costs being considered under the grant, including a breakdown of those covered under Fleet-ZERO and by the project match (10% project cost match per unit).

IX. Charging Station Utilization Reporting

Upon the installation of the charging station(s), the CAE/CEO requires information on the charging station(s) usage, including at a minimum, the time of use, duration of use, # of customers / unique users, and kWh used. By accepting funding through the Fleet-ZERO program, Grantee agrees to provide all information requested within this Agreement. Furthermore, by accepting funding for the charging station(s) through the Fleet-ZERO program, Grantee is required to provide read-only and downloadable data access to the charger(s) network dashboard to CAE/CEO. The Grantee shall report data to CAE/CEO for a minimum of five (5) years on all charging station(s) metrics as required by CAE/CEO. CAE/CEO may share this information at an anonymized and/or aggregated County level on the EValuateCO dashboard or other platform at the discretion of CAE/CEO or with anyone requesting such data.

X. Budget

CAE will pay the Grantee the lesser of \$99,000 (not to exceed \$11,000 per new dual port 19 kW+ fleet charging station) or up to 90% of allowable project costs for the charging station installation(s). Grantee is responsible for any cost overruns. Grantee is entitled to payment only after successfully completing the charging station installation(s) and submitting an acceptable invoice and an acceptable final report to

CAE/CEO.

XI. Payment Terms – Billing Procedures

The State shall pay the Grantee the reasonable, allocable, and allowable costs for work performed based on satisfactory progress of the work defined in this Agreement. Grantee shall be compensated only for work and services performed by Grantee and accepted by CAE/CEO pursuant to the terms of this Agreement. Payment shall also be contingent upon CAE/CEO's timely receipt and acceptance of required reports described herein. Grantee shall be reimbursed based on the submission of Grantee's invoice(s) and final required documentation as outlined in Section IV. (vii). To be considered for payment, billings for payment pursuant to this Agreement must be received by the State by the end of the Agreement Term.

Payment will be made upon final completion of the project. CAE shall make no payment until the Grantee successfully completes the charging station installation(s) and submits an invoice and final report to CAE/CEO, including verification that the station(s) is operational and available for use. CAE shall make payment within 45 days of receiving the acceptable final report and invoice. If installation is not completed by January 31, 2025, CAE is under no obligation to pay the Grantee.

XII. Testing and Acceptance Criteria

The charging station(s) will be acceptable to the CAE/CEO if they are installed, operational, and available for use by January 31, 2025. The Grantee's invoice to CAE will be acceptable if it is properly supported by invoices or receipts and the costs are associated with procurement of the charging station(s), construction materials, permitting, construction labor costs, and installation costs. The final report will be acceptable to CAE/CEO if it explains the Grantee's procurement and installation process, lessons learned from procurement and installation, the data reporting capabilities of the charging station(s), and it identifies the location(s) of the charging station(s) accompanied with pictures of the installed units. If the units, invoice, and report are acceptable, the CAE/CEO Program Manager will submit the invoice to the accounting department for payment.

If the units, invoice, and report are unacceptable, the CAE/CEO Program Manager will work with the Grantee to correct, modify, or replace as needed. If Grantee fails to perform, the CAE/CEO Program Manager will submit a report to CEO's Director of Transportation Fuels and Technology and Director of Accounting and Budget explaining why funding should be denied or reduced. The two Directors and the CAE/CEO Program Manager will determine whether funding should be denied or reduced, and the CAE/CEO Program Manager will inform the Grantee of their decision.

XIII. Small Dollar Grant Award Amount

The maximum amount payable under this Agreement to Grantee by the CAE shall be \$99,000, as determined by the State from available funds. Satisfactory performance under the terms of this Agreement shall be a condition precedent to the CAE's obligation to compensate the Grantee. The CAE shall not be liable to pay or reimburse Grantee for any performance hereunder prior to the Service From Date as shown on the face of the Small Dollar Grant Award.

XIV. Small Dollar Grant Award Term

The Grantee shall begin work upon the later of the Service From Date as shown on the face of this Small Dollar Grant Award or upon Grantee's acceptance of this Agreement. This Small Dollar Grant Award shall terminate on January 31, 2025, unless sooner terminated or further extended as specified elsewhere herein.

FLEET-ZERO GRANT APPLICATION GUIDE



Image Source: New York Metropolitan Transportation Council Regional Freight Land Use Study



COLORADO
Energy Office

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Program Overview

The [Fleet Zero-Emission Resource Opportunity \(Fleet-ZERO\)](#) grant program offered by the Colorado Energy Office (CEO) provides statewide competitive funding for electric vehicle (EV) charging stations to support light-, medium-, and heavy-duty fleets. Fleet-ZERO is designed to accelerate the transition of high-emission, fossil fuel-powered fleet vehicles to zero-emission electric alternatives by increasing access to private depot and public fleet charging through reduced cost barriers to fleet EV charging station deployments.

The purpose of the Fleet-ZERO application is to provide the Evaluation Committee with a thorough understanding of the applicant's proposed project, level of planning and commitment, adherence to program requirements, and preparedness to successfully implement the project for a minimum of five (5) years.

This Application Guide ("Guide") is intended to provide prospective applicants with a thorough understanding of the program's objectives, requirements, and eligibility considerations, and to lead participants through the application and funding process.

Applicants are required to review this Application Guide in full prior to submitting a Fleet-ZERO application.

Fleet-ZERO is a reimbursement-based grant. Additional details on eligible costs, maximum funding percentages, and maximum per charging port funding amounts are listed in [Section V](#). Funding is available through state and federal sources, including the Community Access Enterprise (CAE), Congestion Mitigation and Air Quality Improvement (CMAQ) Program, and National Electric Vehicle Infrastructure (NEVI) Program.

Fleet-ZERO funding is available **statewide**, is competitive, and is not guaranteed.

Section I. Program Goals

The goals of the Fleet-ZERO program are to:

1. Incentivize the installation of electric vehicle charging stations for fleets throughout Colorado.
2. Facilitate the transition of light-, medium-, and heavy-duty fleets to zero-emission electric vehicles.
3. Reduce harmful air pollution and greenhouse gas (GHG) emissions associated with diesel and gasoline fleet vehicles and equipment.
4. Support equity and environmental justice by prioritizing the transition of high-emission fleets to EVs in disproportionately impacted communities and offering enhanced incentives for qualifying entities.
5. Gather data on fleet charging stations to better understand their utilization.
6. Support implementation of the [Colorado Electric Vehicle Plan](#) and [Clean Truck Strategy](#).

Section II. Background

The [Colorado Electric Vehicle \(EV\) Plan](#) set a goal of 940,000 light-duty electric vehicles on the road in Colorado by 2030, which was reaffirmed by the Polis Administration in its [Roadmap to 100% Renewable Energy by 2040](#), and recently increased in the 2023 CO EV Plan to 2.1 million EVs on the road in Colorado by 2035. The [Colorado Clean Truck Strategy](#) also established a goal of 35,000 zero-emission medium- and heavy-duty (M/HD) vehicles on the road in the state by 2030 and 100% new zero-emission M/HD vehicle sales by 2050. The state has thus made expanding EV charging a cornerstone of its greenhouse gas and air pollution reduction strategies through

grant programs like [Charge Ahead Colorado](#), [DC Fast-Charging \(DCFC\) Plazas](#), and [DCFC Corridors](#), though significant gaps remain, particularly for fleet and M/HD EV charging.

As a result, the [Community Access Enterprise \(CAE\)](#), created by [Senate Bill 21-260](#) and housed within CEO, was directed to fund EV charging for fleets and M/HD vehicles in its [Ten-Year Plan](#). To achieve this objective, the Colorado Energy Office has developed the Fleet-ZERO program to offer funding for fleet EV charging equipment and infrastructure throughout the state to incentivize the transition of high-emission fleet vehicles, trucks, buses, and equipment to zero-emission EVs, with prioritization for investments in disproportionately impacted communities and enhanced incentives for [Qualifying Entities](#). In addition to state funding from the Community Access Enterprise, the Fleet-ZERO program will invest federal funds from the Congestion Mitigation and Air Quality Improvement (CMAQ) Program and the National Electric Vehicle Infrastructure (NEVI) Program, further accelerating and amplifying the impact of state funds in support of Colorado's transition of fossil fuel-powered fleets to zero-emission vehicles.

Section III. General Instructions

Application Submission

All Fleet-ZERO applications ***must be submitted online*** using [CEO's grant application portal linked here](#).

Applicants will be required to create an account in the online portal in order to apply for grant funding. All grant processes will be completed through this online account, including the application, award, and reimbursement processes. Therefore, it is important for applicants to retain their account information.

Applications must be received by the stated due date on the [Fleet-ZERO website](#). The Standard application will close at **5:00 PM MT** on the date listed. CEO and the Evaluation Committee are ***not*** responsible for any lost or incomplete proposals, or for any technical issues when submitting a grant application. CEO strongly encourages applicants to submit applications well in advance of the stated deadline. Upon successful online application submission, applicants will receive a confirmation email.

Applications will ***not*** be accepted via email or physical submission, such as mail.

Project Types

There are three (3) Project Types for the Fleet-ZERO program:

1. Single Fleet
 - Individual fleet owned and operated charging stations
2. Shared Fleet
 - Fleet owned and operated charging stations shared amongst two (2) or more fleets
3. Charging as-a-Service, Public, or Semi-Public Fleet
 - Charging-as-a-Service (CaaS)
 - Charging for a single fleet or multiple fleets owned and operated by an as-a-Service provider. Fleet- / Truck-as-a-Service providers requesting funding for charging that will be owned and operated by the provider are considered Charging-as-a-Service providers for the purposes of the Fleet-ZERO program
 - Public or Semi-Public Fleet

- Charging publicly available to all fleets either on a first-come, first-serve basis or on an advanced scheduling- / reservation-basis

Application Types

There are three (3) Application Types for the Fleet-ZERO program:

1. Standard
2. Rolling
3. Medium- and Heavy-Duty (M/HD) Charging Corridors (*Forthcoming*)

Standard Application

Fleet-ZERO will offer two (2) Standard application funding rounds per calendar year and Standard application dates will be posted on the [Fleet-ZERO website](#). It is anticipated that Standard funding rounds will be available during the Fall and Spring of each year. The Standard application is available to all [Eligible Applicants](#) as described in Section IV. and must be submitted during the open Standard application windows.

Rolling Application

The Rolling application will be available **year-round** only for Qualifying Entities (defined below in [Section IV. Program Eligibility](#)) submitting funding requests of \$50,000 or less. Funding may be limited to distribute through the Rolling application and CEO reserves the right to pause availability of the Rolling application at any time if funding demands exceed available resources.

M/HD Charging Corridors

The M/HD Charging Corridors application will require the installation of four (4) or more public or semi-public (e.g. reservation-based) fleet 350 kW or higher DCFC configured for M/HD charging. The M/HD Corridors application is forthcoming and further information will be provided on the Fleet-ZERO website in late 2023.

- If interested, you can [sign up for the M/HD Corridors Teaming Partner List here](#), which is intended to serve as a platform for fleets, charging providers, community members, site hosts, and other stakeholders to connect and collaborate before the M/HD Charging Corridors application launches

Application Preparation

For preparation purposes, applicants are strongly encouraged to use the Microsoft Word formatted version of the application (available for download below) to draft responses prior to online submission. To download the Microsoft Word formatted version of the application, please open the link below, click 'File' in the top left corner, then 'Download', then 'Microsoft Word (.docx)':

- [Word Formatted Application Preparation Document](#)

As a reminder, all grant applications **must be submitted online** using [CEO's grant portal linked here](#).

Applicants may begin an application in the online grant portal, save it, and return at a later time to complete it. Once fully submitted through the online grant portal, applications will no longer be able to be revised.

The online application will not allow applicants to paste tables or charts into the application fields. If applicants would like to, they can upload tables and charts, along with any other supporting documentation, at the end of the online application in the Additional Relevant Information section.

[Qualifying Entities](#) can contact their local [ReCharge coach](#) for more in-depth program and application guidance; however, CEO asks that any applicants that are **not** Qualifying Entities, please do **not** seek application review by the ReCharge Colorado coaches.

Applicants that do not include sufficient background information in the application fields will not be awarded.

Section IV. Program Eligibility

Eligible Applicants

The Fleet-ZERO program is **solely eligible** for charging equipment and infrastructure to support fleet charging.

Prospective applicants should only submit a Fleet-ZERO application if their organization will **own and operate** the EV charging station(s) being requested.

Eligible applicants for the Fleet-ZERO program include:

- Light-, Medium-, and Heavy-Duty Fleets (Private, Public, and Non-Profit)
- School District and Transit Agency **White** Fleets (Vehicles Other Than School and Transit Buses)
- Independent Owner-Operators
- Charging-as-a-Service Providers
- Property Owners, Developers, and Managers
- Public and Semi-Public Fleet Charging Providers
- Qualifying Entities

Qualifying Entities

Qualifying Entities for the Fleet-ZERO program are defined as one (1) or more of the following:

- Any of the below business certifications:
 - [Disadvantaged Business Enterprises \(DBE\)](#)
 - [Minority Business Enterprises \(MBE\)](#)
 - [Small Business Enterprises \(SBE\)](#)
 - [Veteran-Owned Small Businesses \(VOSB\)](#)
 - [Women Business Enterprises \(WBE\)](#)
- Government Agencies
- Non-Profit Organizations
- School Districts (Fleet-ZERO funding is [not available for electric school bus charging](#))
- Tribal Entities

Qualifying Entities are highly encouraged to apply to Fleet-ZERO and are also eligible for enhanced incentives.

Enhanced Incentives

Enhanced incentives include the following increased funding support and prioritization for Qualifying Entities:

- Adders (increased maximum funding amounts per charging port)
 - In addition to the per charging port maximums outlined in [Section V. Program Funding](#)
- Reduced [Match](#) Requirements
 - A decreased minimum match requirement of 10% awardee match and up to 90% CEO match up

to the per charging port maximums (instead of the standard 20% awardee match)

- [Rolling Application](#) Eligibility
 - Qualification for the year-round Rolling application for funding requests of \$50,000 or less
- Prioritized Scoring
 - Offered during evaluation through the Equity and Environmental Justice [Evaluation Criteria](#)

Ineligible Applicants

Ineligible applicants for the Fleet-ZERO program include applicants seeking funding for EV charging for:

- Personal use vehicles
- Single family or multifamily housing
- Electric school buses
 - For electric school bus charging, please apply for funding through the [Colorado Electric School Bus Grant Program](#)
- Electric transit vehicles
 - For electric transit vehicle charging, please seek funding through the [Clean Transit Enterprise](#)

Applicants seeking funding for EV charging for multifamily housing, non-fleet workplace charging, or publicly available charging for non-fleet use-cases should instead apply for funding through [Charge Ahead Colorado](#).

Project Timelines

CEO strongly encourages substantial due diligence and planning prior to submitting an application.

All Fleet-ZERO applicants seeking funding for projects limited to Level 2 (L2) charging station installations should plan to complete and have projects operational within 8-12 months of PO or Contract execution.

All projects that include DC Fast-Charging (DCFC) stations should plan to be completed and operational within 18-24 months of PO or Contract execution (not applicable to M/HD Corridors). Strategies to expedite project completion will be viewed favorably.

All projects planning not to be completed within the aforementioned timelines should instead apply during a subsequent funding round when their project aligns with the above project completion dates.

Eligible Costs

Eligible costs are only reimbursable if they are incurred or contracted for during an executed PO or Contract term with the Colorado Energy Office. CEO will not provide grant funding for any purchases, contracting, or installation that occurs prior to the receipt of an award and an executed Purchase Order or Contract with CEO.

The following are considered eligible costs for the Fleet-ZERO program:

- Fleet charging stations and related equipment (L2 and DCFC)
- Construction materials (e.g. concrete, conduit, wiring, etc)
- Permits
- Construction and labor costs associated with the charging equipment purchase, installation, and site preparation, including trenching (if required)
- Utility and electric infrastructure upgrades (e.g. transformers, line extensions, switchgear, electrical

- panels, meters, wiring, conduit, etc)
- Future-proofing (e.g. additional wiring, conduit, etc)
- Other associated equipment and project costs, including site design and engineering
- Signage associated with the EV charging stations
- Paint and bollards (if required for parking stalls, striping, and/or incorporation of accessible design features directly resulting from the installation of the charging stations)
- Networking / subscription and activation fees
 - At least 5 years of networking and data sharing with CEO is required
- Warranty costs for charging equipment, parts, and labor
 - At least 5 years of warranty is required
- Shipping (for associated equipment)

Awardees will be required to clearly separate equipment, construction and labor costs, and non-labor project costs in their [Final Required Documentation](#).

Charging stations must be purchased and not leased to be eligible for funding. Charging stations can be financed with an initial payment equivalent to the grant amount, plus the required minimum [match](#).

Ineligible Costs

The following costs are **not** eligible for funding through the Fleet-ZERO program:

- Operating and maintenance costs; including, but not limited to: leases, rents, royalties, licenses, fees, taxes, revenue sharing, and utility and electric power supply for the charging equipment and supporting elements, such as area lighting, etc.
- Distributed energy resources (e.g. solar, microgrids, battery storage)
- Technical assistance (e.g. utilization studies, third-party consultants, etc)
- Level one (1) charging stations and associated costs
- Any costs covered by utility programs or incentives will be reduced from the total eligible costs

Combining Incentives

The Colorado Energy Office strongly encourages applicants to research and take advantage of all available incentives and programs for electric vehicles and EV charging that will reduce the costs of the associated project; including, but not limited to utility, local, state, and federal incentives - [click here to view some of the numerous additional incentive opportunities available](#).

CEO will allow awardees to combine additional incentives with Fleet-ZERO funding; however, Fleet-ZERO incentives may **not** be combined with other state charging infrastructure grant funding, such as Charge Ahead Colorado or DCFC Plazas. Fleets are encouraged to utilize funding from the [Clean Fleet Vehicle & Technology Grant Program linked here](#) for electric vehicle acquisitions.

Match

[Match](#), also known as cost share, is the portion of the project costs not borne by the Colorado Energy Office. The minimum match requirement for Fleet-ZERO awardees is either 10% or 20% of [eligible costs](#) depending on the awardee's eligibility for [enhanced incentives](#). The total grant award will equal the lesser of 80% (90% for [Qualifying Entities](#)*) of total eligible project costs, or the set maximums in the table below. If the eligible costs incurred don't fulfill the minimum program match requirement, the awardee will be reimbursed based on the minimum program match requirement percentage in order to fulfill the project cost share. Total grant reimbursement will not exceed the minimum program match requirement.

Section V. Program Funding

Fleet-ZERO offers the following incentives outlined in the table below:

Standard & Rolling Incentives

(Eligible funding up to the lesser of 80% (90% for Qualifying Entities), or the following incentive maximums)*

Power Level	Incentive Per Charger	Incentive Per Dual Port Charger	Vehicle Class Eligibility	Likely Maximum Funding (Per Applicant, Per Round)**	Enhanced Incentives * (Per Charging Port For Qualifying Entities)
< 19 kW	\$3,000	\$6,000	—	\$250,000	+\$500
19-49 kW	\$5,000	\$10,000	***	\$250,000	+\$500
50-99 kW DCFC	\$35,000	\$50,000	Class 4-8***	\$500,000	+\$2,000
100 kW+ DCFC	\$50,000	\$70,000	Class 4-8***	\$500,000	+\$2,000

Incentives are based on charger power level and number of chargers. Charging port count is determined by the number of electric vehicles capable of being charged simultaneously per charger at the listed power level.

*Enhanced incentives are available for all [Qualifying Entities](#), including increased maximum funding amounts per [charging port](#) (in addition to the standard incentive maximums) and a reduced minimum [match](#) requirement of 10% (instead of the standard 20%).

**The Evaluation Committee reserves the right to award more or less funding during any Standard application round. The max funding that will be awarded per Rolling application submission is \$50,000.

***Based on the power level charging station(s) being requested, applicants must confirm the [Vehicle Class Eligibility](#) and the anticipated electric vehicles' maximum [onboard EV charging capability](#) prior to application submission (more information is provided in Appendix A). For 50 kW+ DCFC, funding requests seeking one (1) charger for one (1) EV should only be for Class 4 or above electric vehicles (except in certain non-overnight charging scenarios). However, 50 kW+ DCFC are eligible to be shared amongst multiple lighter Class electric vehicles (please see Appendix A for more information on [vehicle weight class](#)).

Section VI. Mandatory Criteria

Applicants must adhere to the following mandatory criteria to be eligible for project funding:

General

1. Applicants must provide documented proof of project approval for the charging station installation at each site at the time of application. This can be provided by uploading evidence of property ownership of the site(s), a lease, executed contract, signed letter, or memorandum of understanding (MOU) from the property owner(s) indicating project approval and reflecting a clear understanding of relevant project details and expectations of the property owner(s).
2. Charging-as-a-Service, Public, or Semi-Public Fleet [Project Types](#) must provide existing agreement(s) or letter(s) of intent with fleet(s), or at least clearly demonstrate the project need and demand, including documentation substantiating adequate utilization and throughput for the requested number of charging stations and charging station power levels. If applicable, awardees shall also clearly describe the costs for drivers to charge at the proposed charging stations. The price to charge and/or access the charging stations should be fair and reasonable, easy to understand, designed to be competitive with other fuels, and the anticipated fee / pricing structure should be clearly described. Pricing structures / fees should be conducive to higher station utilization.
3. Awardees will be responsible for ensuring the maintenance and ongoing operation of the charging stations, including cables, ancillary equipment, and any other associated items and requirements, which must be kept operational, in service, and in utilization in the State of Colorado for a minimum of five (5) years from the date of reimbursement. "Maintain" shall mean "to provide all needed repairs or desired and approved alterations, as well as regular maintenance needed to ensure optimal performance and minimize downtime. Equipment shall be kept safe and presentable."
4. Awardees must address any issues that arise; including, but not limited to, malfunctions and repairs, and awardees must notify CEO within three (3) days if an awarded charging station becomes inoperable and has not been repaired. If a charging station or the awarded site is sold prior to five (5) years of station operation from the date of reimbursement, the applicant may be required to pay a pro-rated portion of the grant back to CEO, or to transfer data reporting responsibilities to the new ownership entity. If a charging station is destroyed or otherwise disposed of, the applicant must notify CEO immediately and may be required to pay a pro-rated portion of the grant back to CEO.
5. Each of the awarded charging stations' charging ports must have a dedicated parking space for EV charging only. The EV dedicated parking space(s) must be equal to the number of EVs that can be charged simultaneously. Signage indicating "EV Parking Only" should be included for each space.
6. Charging stations required by local code will **not** be funded. Only stations going beyond local code requirements will be considered for funding. Qualifying Entities may be exempted from this criterion.
7. CEO will not accept applications that include proprietary or confidential business information.
8. Applications and associated documentation is subject to Colorado Open Records Act (CORA) requests.

Procurement

1. [Eligible costs](#) are only reimbursable if they are incurred or contracted for during an executed Purchase Order (PO) or Contract term with the Colorado Energy Office. Any costs incurred or work occurring prior to the receipt of an award and an executed PO or Contract from CEO are not eligible for grant funding, nor are expenses incurred after a PO or Contract term has expired.
2. CEO will provide a mandatory orientation to all awardees within two (2) weeks of notification of awards, which will include an award Acceptance and Orientation Form that must be completed within thirty (30) days of receipt, or CEO will rescind the award offer.
3. For Charging-as-a-Service (CaaS) Project Types, the organization that will own and operate the charging stations must be the entity applying for grant funding. A fleet contracting with a CaaS provider would sign an agreement directly with the awarded Charging-as-a-Service provider.
4. Awardees must provide the minimum required [match](#) as outlined in [Section V. Program Funding](#).
5. All awarded recipients of Congestion Mitigation and Air Quality Improvement Program funds must certify compliance with the Buy America Act and meet applicable Federal Highway Administration (FHWA) Buy America requirements. Buy America requirements and certifications will **only** apply to projects awarded more than \$50,000 that receive federal funding. Buy America requirements and certifications will **not apply** to any projects awarded \$50,000 or less, or to any projects that receive state funding.

Technology, Operations, and Data

1. CEO is not prescribing a charging protocol or ratio.
 - a. Any Shared Fleet, Charging-as-a-Service, Public, or Semi-Public Fleet [Project Types](#) awarded funding are required to ensure that charging stations installed are non-proprietary and include at least one (1) J1772 plug if installing L2 charging stations and one (1) CCS plug if installing DCFC stations. For these Project Types, fully proprietary chargers are **not** eligible for funding; however, sites may also include additional connectors, including NACS (North American Charging Standard) and/or CHAdeMO, which are eligible when paired with CCS.
 - b. Charging stations owned, operated, and utilized by a Single Fleet, may select the connector protocol that best fits their needs.
2. All charging stations must be certified by Underwriters Laboratories (UL), Electrical Testing Laboratories (ETL) Listed or an equivalent certification. Charging stations must be compliant with the current version of the National Electrical Code (NEC) Article 625.
3. Awardees are required to purchase a minimum of five (5) years of networking and five (5) years of warranty to ensure the ongoing operability of the awarded charging station(s).
4. Awarded charging station installations must be performed by an electrician licensed to transact business in the State of Colorado and who maintains appropriate types and levels of insurance coverage as outlined in the [State's Terms and Conditions](#). CEO strongly encourages electricians to become [Electric Vehicle Infrastructure Training Program \(EVITP\)](#) certified.
5. Applicants are required to comply with all applicable federal, state, and local permitting, zoning, and code requirements. Copies of all required permits will need to be provided to CEO at the time of submission of the [Final Required Documentation](#). Non-compliance will result in delayed reimbursement until this required documentation is provided.
6. Applications for sites with charging stations that will be available to more than one (1) fleet or that are not owned and operated by a Single Fleet, whether Shared, Charging-as-a-Service, Public, or Semi-Public Fleet (e.g. on a reservation-basis), are required to incorporate accessible design standards into their charging station projects as detailed by the [Access Board](#). These standards require that 5%, but no less

than one (1) parking space, incorporate accessible design features. Applicants may **not** meet this requirement by installing a station adjacent to a signed ADA stall. Applicants should consider this additional space required to comply with the accessible design requirements in their planning and proposal. This will likely require utilizing an additional parking space in order to accommodate the wider parking stall and travel aisle. Please refer to the [Appendix A: Definitions](#) for more details.

7. For Single Fleets that will own and operate the charging stations for their sole use, the incorporation of accessible design standards is not required (if eligible under the employee work area exception, as long as all charging stations at each awarded installation site are used only by employees for charging company / fleet vehicles). Incorporating accessible design features is still strongly recommended in order to accommodate employees with disabilities and to avoid prospective future costly retrofits if accessible design is requested by an employee as a reasonable accommodation. If charging stations are provided for employees to charge their personal vehicles, the employee work area exception would not apply and EV charging stations **must be** accessible.
8. Where required, the accessible design requirement must be incorporated at the highest power output charging port(s) at each awarded installation site.
9. Applicants must share charging data with CEO as outlined in the data [Reporting Requirements](#).
10. Applicants must submit charging station information to the [Alternative Fuels Data Center](#).

Reimbursement

1. All claimed eligible costs incurred and final invoicing must be provided in a legible format and are required on forms provided by CEO following project completion. In order for costs to be deemed eligible, they must be incurred and contracted for during the effective dates of the executed CEO PO or Contract and must not have been otherwise paid for by any other incentive program(s).
2. Detailed backup original invoicing will be required at the time of final reimbursement submission. It is the responsibility of the applicant to ensure documents are clear. If documents are illegible, confusing or incorrect in any manner, the project documents will be returned to the grantee for resubmission. If the grantee does not comply, the project may not be funded.
3. Proof of vehicle ownership with State of Colorado vehicle registration or International Registration Plan (IRP), purchase order(s), or lease agreement(s) for associated electric vehicles that will be utilizing each funded charging station must be delivered with the [Final Required Documentation](#) for grant reimbursement (not applicable to Charging-as-a-Service, Public, or Semi-Public Project Types).

CEO reserves the right to vary from the mandatory criteria listed above during or after the application period as necessary or appropriate. Any modifications to the mandatory criteria will be posted to the Fleet-ZERO website and it is the responsibility of the applicant to check for these changes.

Section VII. Funding Sources and Administrative Information

Funding Sources

Community Access Enterprise

- The [Community Access Enterprise](#) supports the widespread adoption of electric motor vehicles, equitably invests in transportation infrastructure, and incentivizes the acquisition and use of electric motor vehicles and electric alternatives to motor vehicles in Colorado. The Enterprise will be investing an estimated \$310 million over the next decade as part of its [Ten-Year Plan](#).

Federal Highway Administration (FHWA): Congestion Mitigation and Air Quality Improvement (CMAQ) Program

- CMAQ is a federally-funded program of surface transportation improvements, presenting an opportunity to improve Colorado's air quality by expanding statewide markets for alternative fuels.
- In accordance with the provisions of OMB Circular No. A-133: "Audits of States, Local Governments, and Nonprofit Organizations," all non-federal entities including state and local government and non-profit organizations, receiving more than \$500,000 in CMAQ funds, shall comply with the audit requirements of 49 CFR 18.26. Compliance with 49 CFR 18.26 is required in the form of a program specific audit. This audit will examine the "financial" procedures and processes. For more information, see [Congestion Mitigation and Air Quality Improvement Program – Alternative Fuel Vehicle Projects](#).

Federal Highway Administration (FHWA): National Electric Vehicle Infrastructure (NEVI) Program

- The Bipartisan Infrastructure Law (BIL) establishes the federal NEVI Formula Program to provide funding to states to strategically deploy electric vehicle charging infrastructure and to establish an interconnected network to facilitate data collection, access, and reliability.

Administrative Information

Any projects awarded federal funding will need to comply with federal certifications and requirements as applicable, including Buy America Build America, Davis-Bacon Act, Federal Certifications and Assurances, and National Environmental Policy Act Compliance. Federal certifications and requirements will not apply to any projects awarded \$50,000 or less, or to any projects awarded state funding. Applicants may not select the source of funding allocated to their project.

Binding Offer

- An application submitted in response to this RFA shall constitute a binding offer. Acknowledgment of this condition shall be indicated by the signature on the Application Summary Sheet of the applicant or an officer of the applicant legally authorized to execute contractual obligations and bind the applicant to the application. By submitting an application, the applicant affirms its acceptance of the terms and requirements of this RFA, including its attachments and appendices, without exception, deletion, or qualification - and without making its offer contingent. The applicant further agrees to cooperate with the CEO and expedite the contracting process upon notice of award. Projects that have not executed a contract prior to initiation of a subsequent application round will be withdrawn and encouraged to reapply.

Buy America Build America

- All awarded recipients of federal funds must certify compliance with the Buy America Act and meet applicable Federal Highway Administration (FHWA) Buy America requirements.

Davis-Bacon Act

- Projects to install EV chargers are treated as if the project is located on a Federal-aid highway. As a project located on a Federal-aid highway, Section 113 of title 23, United States Code, applies and Davis Bacon federal wage rate requirements included at subchapter IV of chapter 31 of title 40, U.S.C., must be paid for any project funded with federal funds.
- The Davis-Bacon and Related Acts (40 USC §276a; 29 CFR Parts 1, 3, 5, 6 and 7) (the "DBRA") apply to the Contractors and Subcontractors performing on federally funded or assisted contracts in excess of \$2,000

for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. The Contractor shall ensure that the requirements of the DBRA, to the extent applicable to the Work being performed, are implemented on all Subcontracts throughout the Project.

- The Contractor shall ensure all employees performing work subject to DBRA classifications and rates working during the Project shall receive the minimum compensation required in accordance with DBRA and other Laws. For all activities subject to DBRA, the Contractor shall submit weekly certified payrolls.
- Davis-Bacon wage rate requirements and the associated reporting will not apply to projects receiving state funding.

Federal Certifications and Assurances

- Certification Regarding Lobbying
- Certification Regarding Debarment, Suspension and Other Responsibility Matters
- W-9: Request for Taxpayer Identification Number and Certification

National Environmental Policy Act Compliance

- Due to the use of Federal Congestion Mitigation and Air Quality (CMAQ) funding, compliance with the National Environmental Policy Act (NEPA) is required for projects receiving these federal funds.
- DCFC projects are typically considered a Class 2 level of NEPA known as a Categorical Exclusion (CatEx). The Colorado Department of Transportation's (CDOT) CatEx process will need to be followed and the project cleared by an Environmental Project Manager in CDOT's Environmental Programs Branch before proceeding with final design, engineering and construction. The process requires providing conceptual site plans or engineering drawings to CDOT for review by environmental resource specialists. Included with these plans should be a comprehensive project description including the location and size of any areas of disturbance, the depth of disturbance, how power is brought to the chargers, any boring or trenching needed, and any other details pertinent to the construction of the charging stations. The plans for all awarded individual sites to each grantee should be submitted as one (1) single batch from the grantee for clearances. Applicants are encouraged to include as much of this information as possible at the time of application.
- CDOT requires a minimum of eight (8) weeks to review the plans and descriptions to determine resource impacts and appropriate minimization and mitigation measures. During that time, awarded grantees will be encouraged to set up regular meetings with project staff and the environmental project manager to discuss issues and progress on the clearances. If the sites cannot be submitted together as one (1) batch, or if changes are made to the sites after they are submitted for clearance, that can extend the review time significantly.
- Once the appropriate clearances are issued for each site, the project can be cleared under NEPA and the project can proceed to final design and right-of-way acquisition (if necessary). Once the final design is complete for each site, the plans will need to be submitted to CDOT for final review and clearance to complete the CatEx process. This review will make sure nothing has changed from what was cleared under NEPA and that environmental notes and required mitigation are included in the final plans. Applicants should plan for the NEPA process accordingly in their proposed scopes of work.
- Depending on the funding sources allocated to a project, projects may or may not require a NEPA evaluation. Decisions on the source of funding are made after an award and therefore all applicants should incorporate the NEPA process into their project planning and timelines.

Request for Applications (RFA) Response Material Ownership

- CEO has the right to retain applicants' original applications and other RFA response materials for its files. As such, CEO may retain or dispose of all copies as is lawfully deemed appropriate. Application materials may be reviewed by any person after the Notice of Intent to Award letter(s) has/have been issued, subject to the terms of Section 24-72-201 et seq., C.R.S., as amended, Public (Open) Records. The CEO has the right to use any or all information / material presented in reply to the RFA, subject to limitations outlined in the section, Proprietary / Confidential Information. Applicant expressly agrees that the CEO may use the materials for all lawful state purposes, including the right to reproduce copies of the material submitted for purposes of evaluation, and to make the information available to the public in accordance with the provisions of the Public (Open) Records Act.

Section VIII. Program Process**Evaluation Criteria**

All applications will be reviewed by an Evaluation Committee composed of staff from the Colorado Energy Office, Colorado Department of Transportation, Colorado Department of Public Health and Environment, and other experts. Each site included within an application will be scored individually by the Evaluation Committee. When evaluating projects for funding, the Evaluation Committee will use the criteria in the table below for each site. The overall quality of the application, containing all required information in a clear and concise format, is a prevailing consideration throughout all categories.

During the evaluation process, the Evaluation Committee will prioritize funding requests for projects located in and that serve vehicles significantly operating in disproportionately impacted communities as identified by [Colorado's Transportation Equity Screening Tool](#) when measured at the Census Block Group level. Prioritizing projects in disproportionately impacted communities is consistent with the State of Colorado's goals to support equity and environmental justice and to ensure that the most vulnerable communities in Colorado benefit from the state's investments in a clean transportation system.

The potential maximum number of points is listed to the right for each Evaluation Criteria Category below:

Evaluation Criteria Category	Maximum Points
1. Application Quality & Project Description	15
2. Appropriate Charging Technology, Number of Ports, & Total Funding Request	15
3. Cost Effectiveness, Match, & Proposed Pricing Structure (if applicable)	10
4. Project Design, Planning, & Implementation Schedule	15
5. Organization & Staff Experience	10
6. Project Benefits	15
7. Equity & Environmental Justice	15
8. Future-Proofing	5

Evaluation Criteria Category	Maximum Points
Total	100

Award Decisions

The submission of an application under these guidelines confers no right upon any applicant.

CEO is under no obligation to fund any application and the Evaluation Committee reserves the right to fund applications in full, partially, or to deny applications for any reason. Funding is competitive and is limited; therefore, applications meeting all of the program's general policy guidelines may still not receive an award.

Award decisions will be made at the discretion of the Evaluation Committee and will be based upon the funding amounts applicants request in their application, as well as the maximum program funding amounts outlined in [Section V](#). Awards will not be adjusted upwards based on an underestimation of costs by an applicant. Therefore, CEO strongly recommends applicants perform their due diligence in advance of submitting an application.

Standard application review, evaluation, and notification of Intent to Award decisions can take up to sixty (60) days from the close of the Standard application window, but may vary due to the volume of applications received. Rolling application submissions from eligible [Qualifying Entities](#) will be evaluated monthly.

All information required to complete the application for a Fleet-ZERO grant funding request is provided in this Guide. Applicants will be notified if additional information or documentation is required prior to a final award determination and CEO may invite applicants to further discuss proposals, if needed.

All applicants will be notified of the Evaluation Committee's final determinations via email. Funding decisions are final and funds awarded are based on a competitive process where applications are weighed against other proposals and [Program Goals](#). Unsuccessful applicants can reapply during the next Standard or Rolling (if eligible) application period by submitting a new application through the online grant portal. The submission of a prior application will not have any impact on a later application submission.

CEO reserves the right to vary from the evaluation criteria listed above during or after the application period as necessary or appropriate based on guidelines provided by the Federal Highway Administration or the Community Access Enterprise. Any modifications to evaluation criteria will be posted to the Fleet-ZERO website and it is the responsibility of the applicant to check for these changes. CEO further reserves the right to delay any decision due to program budgetary constraints.

If Awarded

At the time of formal award notification, all awardees will receive an emailed Intent to Award Letter specifying the number and power level of charging stations awarded, as well as the award amount offered. This email will be delivered to the email account(s) registered as Primary and Secondary Contacts in the online grant portal. Upon receipt of the Intent to Award Letter, awardees will be allotted a thirty (30) day timeline, during which they will need to complete the mandatory orientation and the Fleet-ZERO Acceptance and Orientation Form; or within this timeframe, provide an email in reply to the Colorado Energy Office explaining why the Form submission will be delayed; otherwise, CEO **will rescind** the award offer. This mandatory orientation is designed to ensure a smooth process both for awardees and the Colorado Energy Office and to make certain awardees are fully informed of the program processes and requirements.

In order to accept grant funding at the time of award (if an award is offered):

- All awardees will be required to be registered and in good standing with the [Colorado Secretary of State's Office](#). For more details, CEO recommends navigating to the "FAQs" section on the website linked above and then opening the "Business Organizations" page to review the FAQs.
- All applicants awarded **more than \$50,000** will be required to provide CEO with an active Unique Entity ID (UEI) number. A UEI number will **not be required** for any applicants awarded \$50,000 or less in funding or for any Qualifying Entities awarded through the Rolling application. Please see [Appendix A](#) for more information on UEI numbers.

Upon completion of the Fleet-ZERO Acceptance and Orientation Form, as well as confirmation of the above (as applicable), the Colorado Energy Office will review the submission and then begin to prepare the Purchase Order or Contract, which will be issued in an estimated thirty (30) day timeframe from receipt of the Acceptance and Orientation Form. Awardees will be expected to approve this final project scope of work and to return the PO or Contract agreement to CEO within thirty (30) days of receiving this document unless otherwise noted in writing. Changes unapproved by CEO to an awarded applicant's scope of work after funds are awarded will not be allowed and may result in nullification of the grant award.

Following draft PO or Contract acceptance, the executed Purchase Order or Contract will then be delivered to the awardee, and the awardee will be able to proceed with reimbursable costs for the project. All successful project applicants shall comply with CEO's terms and conditions at the time of award.

All Fleet-ZERO awardees should plan to complete and have projects operational within the established [Project Timelines](#). Extensions may be provided by CEO if the applicant provides reasonable project updates and demonstrates that the project can be implemented within the extended timeline. A Purchase Order or Contract extension is not guaranteed under any circumstance.

Section IX. Reporting Requirements

Fleet-ZERO requires networked charging stations and the purchase of five (5) years of networking as a stipulation of grant awards. This is non-negotiable.

Upon project completion, CEO requires read-only and downloadable data access to the network dashboard for information on the charging station(s)' usage, including at a minimum, the time of use, duration of use, # of customers / unique users, and kWh used. The grantee will be required to provide such access to the data to CEO for utilization information for a minimum of five (5) years. CEO may share this information at an anonymized and/or aggregated County level on the EValuateCO dashboard or other platform at the discretion of CEO or with anyone requesting such data. Should anyone request more detailed data or information, CEO may execute a separate data sharing agreement in consultation with the applicant. Should anyone request more detailed data or information, CEO will withhold or redact confidential business information, trade secrets, or personal information as required or allowed under the Colorado Open Records Act, C.R.S. § 24-72-201 to 206.

Monthly Reporting Requirements for \$250,000 or Greater Awards

Projects receiving awards of \$250,000 or higher (Contracts) will be required to submit monthly reports to CEO. Contract recipients will need to submit, on a monthly basis, a written progress report of all activities under this grant up to the point that the installation of all awarded charging stations is completed. The preparation of these reports in a timely manner will be the responsibility of the grantee and failure to comply may result in the delay

of payment of funds and/or termination of the grant award. The report will refer to the status of work to be performed pursuant to this grant and will include a description of the deliverables and tasks completed during the reporting period. The report will include a description of any findings or results, any unanticipated outcomes or roadblocks encountered, and any potential future implications and results. The report will indicate clearly whether work is proceeding according to schedule, ahead of schedule, or behind schedule. If the work is behind schedule, the report must include a summary of the reasons for the delay and a plan of action to bring the project back on schedule, which will be subject to review and approval by CEO prior to implementation. CEO will provide grantees with a reporting template at the time of Contract execution.

Section X. Final Required Documentation

Upon completion of the project, the following documentation is required by CEO to reimburse awarded grant funding for [eligible costs](#) incurred that were not covered by other incentive programs:

1. Final Reporting Form
2. Summary Invoice / Reimbursement Request Form
3. Legible copies of all sales / invoices showing the purchase price and amount paid by the applicant for the EV charging station(s) and the number of charging stations purchased (demonstrating that purchases / work to be reimbursed occurred within the Purchase Order or Contract term)
4. Legible copies of proof of vehicle ownership with State of Colorado vehicle registration or International Registration Plan (IRP), purchase order(s), or lease agreement(s) for relevant electric vehicles that will be utilizing each funded charging station (not applicable to Charging-as-a-Service, Public, or Semi-Public Fleet Project Types)
5. Digital photograph(s) of the completed and operational unit(s), including proof of incorporation of accessible design features, if required per the Project Type
6. Date(s) of installation completion and when the unit(s) is operational
7. Copies of all required permits
8. Confirmation that the charger(s) is registered with the [Alternative Fuels Data Center](#)
9. Read-only and downloadable data access granted to CEO for at least five (5) years, per the grant [Reporting Requirements](#)

Documentation will be required to be submitted via the Grant Management portal and the account established with each awardee unless provided alternative direction by the Colorado Energy Office.

The state will reimburse the grantee based on the satisfactory submission of all Final Required Documentation as described above. The grantee will be compensated only for [eligible costs](#) incurred and work completed **not** covered by other incentive programs and accepted by CEO pursuant to the terms of the grant. Payment will be contingent upon CEO's timely receipt and acceptance of all Final Required Documentation.

Contact Information

The Colorado Energy Office looks forward to working with you to support the transition to zero-emission transportation in Colorado and to strengthen our state's fleet EV charging network!

If you have any questions, please email:

Matt Lerman

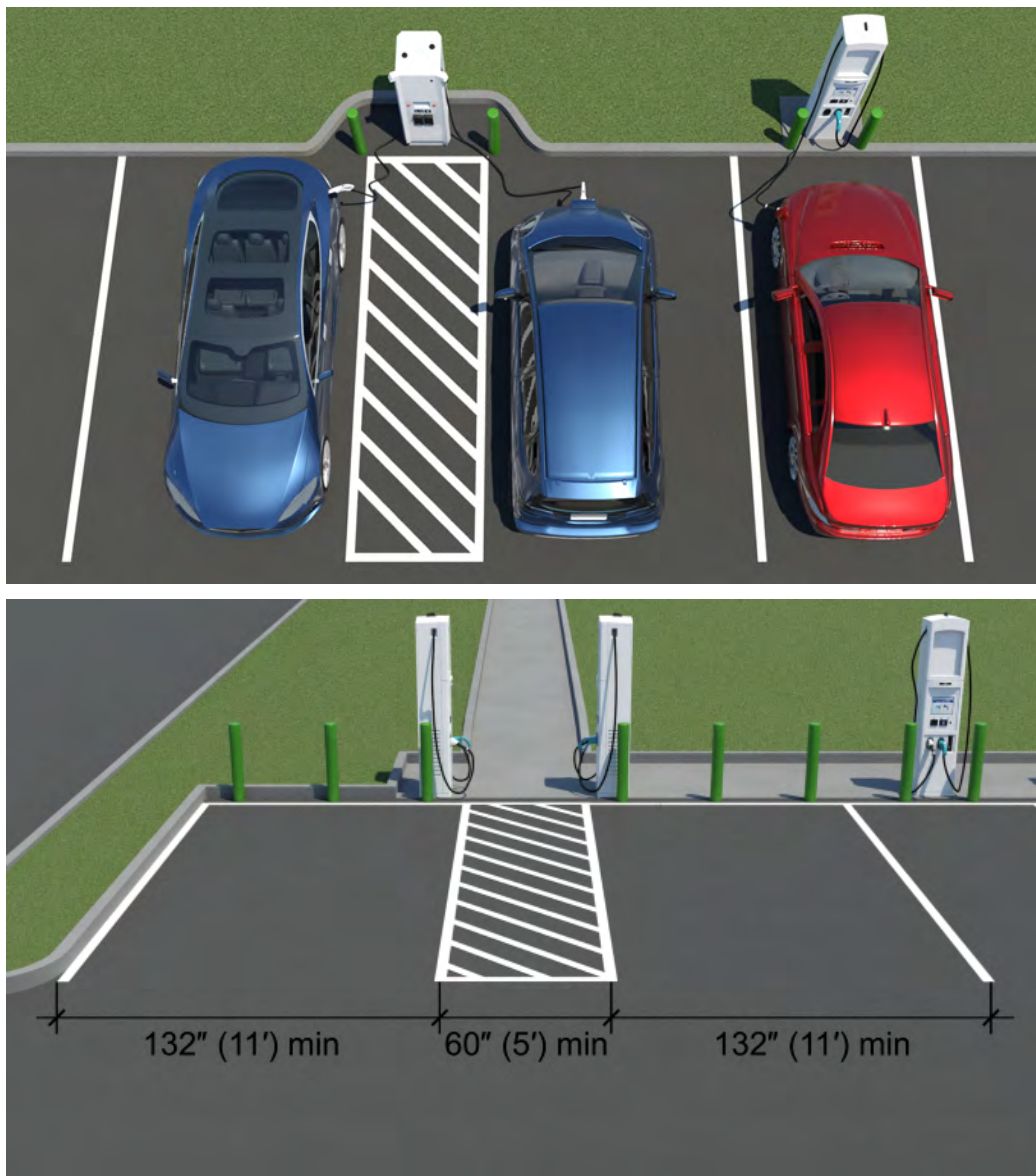
Infrastructure Program Manager
Transportation Fuels & Technology
Colorado Energy Office
matt.lerman@state.co.us

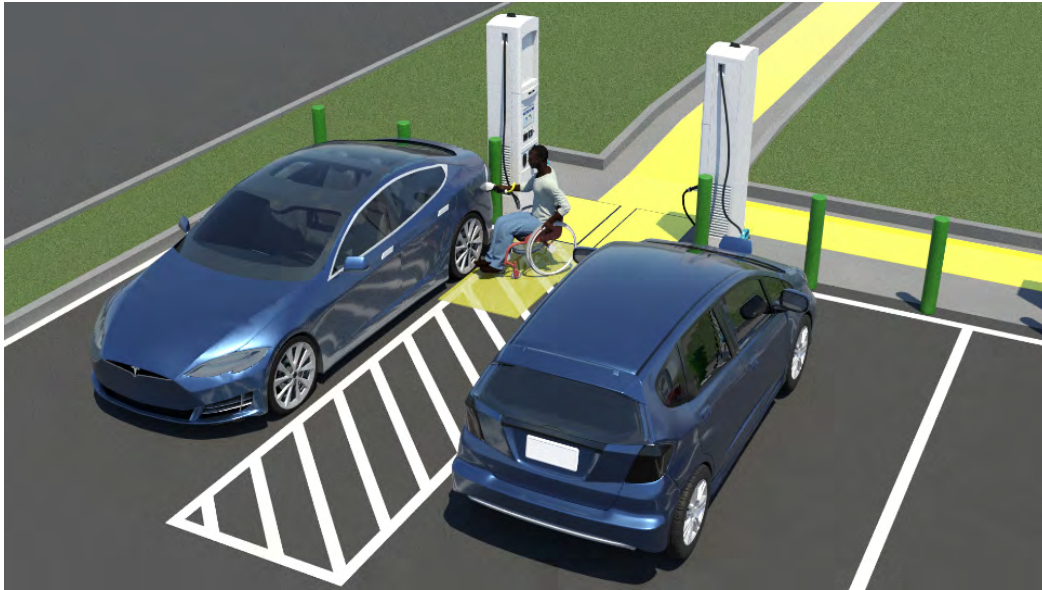
Appendix A: Definitions

Fleet-ZERO project eligibility is based on the following definitions:

- **Accessible Design:**
 - Requirements for the incorporation of accessible design standards are established by the [United States Access Board and can be found at this link](#).
 - For Shared Fleet, Charging-as-a-Service, Public, or Semi-Public Fleet [Project Types](#), the Fleet-ZERO program **requires** that accessible design be incorporated into the charging station project(s) at **each** awarded installation site in order to receive grant funding. At these sites, not less than 5%, but no fewer than one (1) of all grant funded charging ports provided **must** incorporate accessible design features.
 - *Charging station installations for the above Project Types that do not incorporate accessible design features as outlined by the United States Access Board in the link above will **not** be approved for grant reimbursement.*
 - *The accessible design requirement **must be** incorporated at the **highest power output** charging port(s) at **each** awarded installation site.*
 - For Single Fleet Application Types, accessible design features may not be required under the employee work area exception (as long as all charging stations at each awarded installation site are used only by employees for charging company / fleet vehicles), but incorporating accessible design features for at least one (1) EV charging port at each site is strongly encouraged in order to accommodate current or future employees with disabilities. An organization may be required to retrofit a site and to provide an accessible EV charging port if requested by an employee as a reasonable accommodation per §203.9 of the Americans with Disabilities Act (ADA) Standards. Additionally, if charging stations are provided for employees to charge their personal vehicles, the employee work area exception would **not** apply to that site and the incorporation of accessible design features would be **required** as described above for not less than 5%, but no fewer than one (1) of all grant funded charging ports provided at the site.
 - For all awarded sites requiring the incorporation of accessible design features, the parking spaces should be designed for accessibility by an EV driver or passenger, so they are able to access the charging station, but should **not** be reserved for handicapped parking only; rather, the parking space should accommodate accessibility and be reserved for “EV Parking Only.”
 - Additional details and images below are provided by the United States Access Board:
 - Accessible EV chargers allow for the independent use of the chargers by drivers or passengers with disabilities. Accessible EV chargers must allow physical access for people who use mobility devices, such as wheelchairs, scooters, walkers, and canes, with the accessible design features primarily concerning the size of the vehicle parking space, access aisles, how and where the chargers are installed, and the physical operability of the charger(s).
 - Accessible EV chargers designed to serve people who use mobility devices, as required per the above, must be located on an accessible route and should provide:
 - A vehicle parking space at least 11 feet wide
 - A vehicle parking space 20 feet long
 - An adjoining access aisle at least 5 feet wide
 - Clear floor or ground space at the same level as the vehicle charging space and positioned for an unobstructed side reach

- Accessible operable parts, including on the charger and connector
- The mobility features noted above allow sufficient space for a person who uses a mobility device to exit and maneuver around the EV, retrieve the EV connector, and plug the connector into the EV charging inlet. Since EVs do not have a uniform vehicle charging inlet location, a larger vehicle charging space is needed to maneuver around all sides of the EV.
- An accessible EV charging station must connect to an accessible route that leads to an accessible entrance of the building or facilities on the same site.
- Additionally, the accessible EV chargers should be on the shortest accessible route to the accessible entrance relative to other chargers at the same charging installation site.
- Below, please find example images of accessible design features for an EV charging site as provided by the [United States Access Board](#):





- **Charging Stations:**
 - **Charging Port:**
 - A port for an electric vehicle charging station refers to a single (1) connector through which an EV charging station connects to an electric vehicle.
 - **Charging Station - Level 2 (L2):**
 - A 208 to 240-volt alternating current (AC) charging station with a cord connector that meets the SAE J1772 standard.
 - **Direct Current Fast-Charging (DCFC) Station:**
 - A charging station capable of providing direct current (DC) fast-charging to an EV.
 - **Dual Port Charger:**
 - One (1) standalone charging station capable of charging two (2) EVs simultaneously.
 - **Onboard EV Charging Capability:**
 - An onboard charger (OBC) is a power electronics device that is built into an electric vehicle with its primary function being power conversion.
 - When an alternating current (AC) charging station is plugged into an electric vehicle, it provides AC power to the EV. The OBC then converts that AC power into direct current (DC) energy, so it can be stored in the EV's battery.
 - Different electric vehicles have different levels of onboard charging capabilities, and the capability / capacity of each EV's OBC is a primary factor in determining the fastest charging speed for that particular electric vehicle model. Onboard chargers have varying power levels and most EVs' OBCs for AC power generally have a maximum of up to 11.5 kW onboard chargers. If this is the case, an EV with a maximum 11.5 kW onboard AC charger, when plugged in at a 19.2 kW L2 charging station, would only charge at an 11.5 kW maximum power level.
 - The 11.5kW maximum onboard EV charging capability power level is common across numerous manufacturers. Applicants should reference the electric vehicle specification sheet to ensure appropriate charging technologies are paired with their desired or existing electric vehicle.
 - This can also be the case with DCFC. For instance, if an electric vehicle only has maximum onboard charging capabilities to accept up to 120 kW fast-charging, if plugged into a 150 kW or 350 kW charging station, that EV would still only charge at a maximum rate of 120 kW. Currently, it is very rare, if at all, that existing electric vehicle models have the ability to charge at 350 kW.
 - As a result of the above, applicants should make certain to confirm the maximum onboard charging capability of the electric vehicles they intend to support / charge and to take that factor into account when considering the charging stations they are applying for and ultimately decide to install to make certain that the appropriate technologies are being applied for, purchased, and utilized for the EV and use-case.
 - **Power Level:**
 - Represented by the nameplate kW power capability of a charging station. For example, 50 kilowatts (kW).

- *Disproportionately Impacted (DI) Communities:*
 - For Fleet-ZERO program eligibility, disproportionately impacted communities are identified using [Colorado's Transportation Equity Screening Tool](#) measured at the Census Block Group level.
 - When utilizing the Transportation Equity Screening Tool, applicants can enter the site address in the search bar to confirm if a site is located within a designated DI community.
 - Applicants are strongly encouraged to prioritize locations and EV deployments in disproportionately impacted communities. All project sites located in and vehicles significantly operating in disproportionately impacted communities will be allocated higher scoring during the application evaluation process.
 - Disproportionately impacted communities as identified in the Transportation Equity Screening Tool include those locations meeting any of the following definitions:
 - Senate Bill 21-260 Disproportionately Impacted Community (DIC)
 - National Electric Vehicle Infrastructure (NEVI) Disadvantaged Community (DAC), also known as Justice40
 - Enviroscreen DIC (80th percentile +)
 - Transportation Equity Community (75th percentile +)
 - Tribal Lands
- *Fleet:*
 - Vehicles or equipment utilized for **business or organizational purposes**. A “fleet,” for the purposes of Fleet-ZERO program eligibility, can consist of just **one (1) or more** vehicle(s) and still be eligible to apply. Personal use vehicles are **not** eligible for Fleet-ZERO funding.
- *Match:*
 - The match percentage is calculated by dividing the total match amount of eligible costs (total eligible project costs, minus amount awarded by CEO) by total overall eligible project costs.
 - Utility, federal, and/or other incentives, rebates, and tax credits are [allowed and strongly encouraged to be utilized](#) to reduce project costs, but are **not** considered match for projects.
- *Unique Entity ID (UEI) Number:*
 - The UEI number is the official identifier for doing business with the U.S. Government. It replaces the DUNS number previously required for recipients of federal grant funding.
 - An active UEI number is not required at the time of application submission, but is required in order to accept grant funding at the time of award if awarded more than \$50,000.
 - If your organization does not currently have a UEI number and may require one, a UEI number can be obtained from the following website sam.gov/content/entity-registration.
 - Please be aware there can be a **considerable delay** after registering for a UEI number to receive an active registration, so CEO highly recommends completing the UEI submission process **as soon as possible**.
- *Vehicle Class Eligibility:*
 - Charging station power level funding request eligibility based on the vehicle weight class of the EV(s) that will utilize the requested charging station(s). Designed to encourage right-sizing of charging stations in line with fleet EV use-cases and specifications.

- **Vehicle Weight Class:**
 - The Federal Highway Administration (FHWA) groups vehicles by weight class based on their gross vehicle weight rating (GVWR). FHWA weight class categories include:
 - Light-Duty (Class 1-2 ≤ 10,000 lbs)
 - Class 1: < 6,000 lbs; Class 2: 6,001 - 10,000 lbs
 - Medium-Duty (Class 3-6 - 10,001 - 26,000 lbs)
 - Class 3: 10,001 - 14,000 lbs; Class 4: 14,001 - 16,000 lbs
 - Class 5: 16,001 - 19,500 lbs; Class 6: 19,501 - 26,000 lbs
 - Heavy-Duty (Class 7-8 ≥ 26,001 lbs)
 - Class 7: 26,001 - 33,000 lbs; Class 8: > 33,001 lbs

Appendix B: Project Recommendations

The following are not required, but are strongly recommended:

Charging-as-a-Service (CaaS), Public, or Semi-Public Fleet [Project Types](#)

- For CaaS providers, prioritization will be provided to applicants that include an agreement or letter of intent from a fleet(s) that will be utilizing the charging station(s) with their application submission.
- CEO strongly recommends these Project Types consider the incorporation of pull-through design, where feasible, to accommodate trailers and/or medium- and heavy-duty (M/HD) EVs. Pull-through design, where it will enhance charging station access for M/HD EVs, will be evaluated more favorably.

Electric Utility Communications

- Applicants are strongly encouraged to coordinate with their local electric utility(s) and to include associated documentation from their utility communications with their application. Including utility communications with application submissions will be evaluated more favorably.
- This can include, but is not limited to:
 - Utility confirmation, such as a will serve letter, service notice, or email, indicating adequate power supply availability for the proposed project site(s).
 - A clear explanation of the utility rate structure(s) and how they relate to the business / operational model at the proposed charging site(s).

Equity and Environmental Justice

- Applicants that provide details and upload supporting documentation on strategies taken to support more equitable access to and impacts from fleet electrification will be evaluated more favorably.
- Examples of these strategies include, but are not limited to:
 - Prioritizing siting of charging stations and the transition of fleet vehicles to electric that are located in or significantly operate in disproportionately impacted communities as identified by the [Transportation Equity Screening Tool](#).
 - Locating sites in [Colorado opportunity zones](#).
 - Participating in community engagement or collaboration strategies that include community members of diverse demographics disproportionately impacted by vehicle emissions.
 - Demonstrating partnership or collaboration with local governments, community stakeholders, and/or organizations; including, but not limited to:
 - Letters of support
 - Community benefit agreements

- Community hiring agreements
- Hosting of EV car-share, truck-share, or clean mobility options at charging location(s)
- Providing charging access to [Qualifying Entities](#), small fleets, independent owner-operators, or other small business fleets
- Providing opportunities for local workforce training and/or EV education
- Incorporating project elements identified in collaboration with community stakeholders

Future-Proofing

- CEO strongly recommends charging sites include future-proofing strategies (e.g. additional wiring, conduit, etc) and be designed in a way that allows for more cost-effective and streamlined future upgrades / incorporation of additional charging stations based on estimated future demand / need.

Project Procurement

- The Colorado Energy Office strongly recommends a competitive bid process.
- CEO will offer funding up to the maximum incentive amounts listed in [Section V](#), the funding amount requested, or the award determined by the Evaluation Committee. Applicants should perform their due diligence in advance by contacting the stakeholders that will be involved in the project, such as the utility(s), vendors, and installers, for estimates in order to make an informed funding request.
- Applicants are allowed to solicit estimates before and during the application process, but any goods or services procured or contracted for prior to notification of an award and receipt of an executed Purchase Order or Contract from CEO will **not** be eligible for grant funding reimbursement or for project [match](#). Therefore, if you solicit estimates, do **not** contract for any aspect of the project that you intend to submit for reimbursement as those costs would **not** be eligible for grant funding.
- Government entities and 501(c)(3) nonprofits can use the State Price Agreement without going to bid.
 - State Price Agreement information can be accessed at bids.colorado.com under 'Price Agreements', 'By Category', and 'Electric Vehicle Charging Stations'.
- If you have questions or concerns about project procurement, pricing, or utilizing the State Price Agreement, please contact Matt Lerman at matt.lerman@state.co.us.

Published Materials

- CEO recommends that any published materials referencing the project acknowledge the financial participation of the Colorado Energy Office, as well as the Community Access Enterprise.
- Published materials include any non-internal documents, reports, maps, photographs, computer software, or similar materials that are intended to be viewed by those outside of CEO.

Sustainability and Economic Impacts

- Applicants, particularly for DCFC funding requests, are strongly recommended to address any innovative strategies or measures being incorporated into the project that positively benefit the environmental and/or economic impacts of the project. Applications will be evaluated more favorably if these items are included / addressed. These may include, but are not limited to:
 - Renewable / distributed energy generation and integration, storage, charge management strategies, or innovative business models that lead to reduced equipment and installation costs, reduced operation and/or maintenance costs, management of utility demand charges, offsetting of on-peak electricity demand, and/or mitigating of other adverse grid impacts.
 - Incorporation of battery storage to reduce emissions, expedite project timelines, forego utility infrastructure upgrades, and/or provide resiliency to the charging stations.



CITY OF ARVADA

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

REQUEST FOR PROPOSAL- ADDENDUM No. 1

Proposal #: 24-FAC-017
Title: Electrical Vehicle Chargers Supply, Installation, Maintenance and Repair
RFP Issued: 07/18/2024
Addendum #: 1
Today's Date: 08/22/2024
Proposals Due By: 09/05/2024 **2:00 PM** MDT (NO CHANGE)
Questions Deadline: **08/23/2024 2:00 PM MDT (EXTENDED)**

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

The following clarifications are provided to be incorporated into the Request for Proposals.
All other information shall remain unchanged.

1. The question deadline is being extended until Friday, August 23, 2024 at 2:00 PM Mountain Time.



CITY OF ARVADA

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

REQUEST FOR PROPOSAL- ADDENDUM No. 2

Proposal #: 24-FAC-017
Title: Electrical Vehicle Chargers Supply, Installation, Maintenance and Repair
RFP Issued: 07/18/2024
Addendum #: 1
Today's Date: 08/22/2024
Proposals Due By: 09/05/2024 **2:00 PM** MDT (NO CHANGE)
Questions Deadline: **08/23/2024 2:00 PM MDT (EXTENDED)**

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

The following clarifications are provided to be incorporated into the Request for Proposals.
All other information shall remain unchanged.

- 1. The question deadline is being extended until Friday, August 23, 2024 at 2:00 PM Mountain Time.**



CITY OF ARVADA

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

REQUEST FOR PROPOSAL- ADDENDUM No. 3

Proposal #: 24-FAC-017

Title: Electrical Vehicle Chargers Supply, Installation, Maintenance and Repair

RFP Issued: 07/18/2024

Addendum #: 3

Today's Date: 08/28/2024

Proposals Due By: 09/05/2024 **2:00 PM** MDT (NO CHANGE)

Questions Deadline: 08/23/2024 **2:00 PM** MDT (NO CHANGE)

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

The following clarifications are provided to be incorporated into the Request for Proposals.
All other information shall remain unchanged.

1. The Attendance Sheet from the Pre-Proposal Meeting
2. The Answers to the Questions

PRE-BID MEETING ATTENDANCE SHEET

Bid # 24-FAC-017 Electric Vehicle Charging

Meeting Date/Time: 8/12/2024

Facilitator: Michael Hodyno

Place: Anne Campbell Room

Company	Representative Name	Email Address
IMEG	MARK ZAPPANTI	mark.r.zappanti@imegcorp.com
Intermain Electric	Tom Sutton	tsutton@imelect.com
CE Power Sys	Varid Habib	varid@cepowersys.com
CE Power Sys	Clint Wright	clint@cepowersys.com
PSG	Kevin Herdt	kherdt@psg-energy-services.com
InCharge Energy	Frank Dolence	Frank.Dolence@InCharge.us.com
Weifield Group	Kyle Johnson	kjohnson@weifieldgroup.com
Alliance Electric Solutions	James Rio	jrio.alliance@gmail.com
Lakeview Electric CO	Curt Pedersen	CPedersen@LKW-Elec.com
Borns + McDonnell	David Henscheid	djhenscheid@burnsmcd.com
Honeywell	Leanne Sienknecht	Leanne.Sienknecht@Honeywell.com
Aero Solutions	Jim Lockwood	jlockwood@aerowirelessgroup.com
CLI	Dwight Cunningham	dwright.cunningham@cli-services.com
CLI Services	Kevin Milner	Kevin.Milner@cli-services.com

PRE-BID MEETING ATTENDANCE SHEET

Bid # 24-FAC-017

Electric Vehicle Charging

Meeting Date/Time: 8/12/2024

Facilitator: Michael Hodyno

Place: Anne Campbell Room

Company	Representative Name	Email Address
Evolutionary Capitol Improvements	TJ Beaver	tj@evcapitolimprovements.com
INTERMOUNTAIN ELECTRIC	Justin Fauland	jfauland@IMELECT.COM
Merit Electric	Warren Hoffman	whoffman@meritelec.com
Dynalectric	JOE ESPINOZA	jespinoza@ewcor.com net
Exceed Electrical	Aaron Nunez	anunez@exceedec.com
Winn - Marion	Jim Hussey	jimhussey@winn-marion.com
MAC - ELECTRIC	JOSH MCLAUGHLIN	josh@macelectricco.com
Intermountain Electric	Rebecca Waldo	rwaldo@imejed.com
BAN Electric Services	Todd Brooks	todd@BANElectric.com
South Paw Electric Corp	Traver Permenter	traver@Southpawelectric.com

Questions & Answers - 1

Solicitation	24-FAC-017 - Electric Vehicle Chargers Supply, Installation, Maintenance and Repair
Buying Organization	City of Arvada

No	Question/Answer	Question Date
Q1	Question: RFP Information After Page 20 Hello, please confirm the information presented in the RFP after page 20 is for information only and not applicable to the RFP response. For example on Page 46 of the RFP it states: Section V. Mandatory Criteria Applicants must adhere to the following criteria to be eligible for project funding: General 1. Applicants must have title ownership of the site or facility where the proposed charging station is being installed. If not, applicants must provide written approval for charging station installation from the title owner of the site with their application. Answer: Pages 20 through 109 are the agreements between the City of Arvada and the State of Colorado. They were added for information only to give the contractors an idea of what the requirements are of the EV chargers and reportables/deliverables for contract completion and grant reimbursement.	07/19/2024
Q2	Question: City Fleet Vehicles vs Publicly Accessible Are we able to bid on only the City Fleet Vehicles portion of the proposal (City Hall, Indiana Shops, Parks & Fleet Building)? Answer: Yes, Contractor's can bid on the Fleet Vehicle portion of the project only.	07/19/2024
Q3	Question: BA Compliance Ref: 24-FAC-017 Electric Vehicle Chargers Supply, Installation, Maintenance and Repair Question: Can the City please confirm that the specific funding for fleet and/or public charging solicitation does in fact trigger the FHWA Buy America requirements? This will increase costs so we just want to confirm that specific federal/state funding will require the designation. Answer: These grants/project is not using federal funds, so FHWA Buy America Act does not apply.	08/02/2024
Q4	Question: Payment Methods Ref: 24-FAC-017 Electric Vehicle Chargers Supply, Installation, Maintenance and Repair, 5.a. Payment Methods Question: The specification lists many different payment methods including specifically magnetic stripe and EMV chip reader, both of which the overall credit card industry is moving away from due to maintenance, security, and other reasons. Contactless credit card readers are more secure, user friendly, and more commonly deployed and as such we recommend this as the preferred solution for credit card use. Will the City consider amending the requirement to combine the credit card options i, ii, and iv into one with the option for just one - e.g., "i. Magnetic stripe, EMV Chip , and/or Contactless credit card reader"? Answer: The magnetic strip requirement can be removed. We would still like EMV & Contactless.	08/02/2024

No	Question/Answer	Question Date
Q5	Question: Meeting Monday Hello, will the meeting on Monday be to walk all the sites or is this just a review meeting? Thank you! Answer: The Pre-Proposal Meeting conducted on August 12, 2024 included a job walk to the two publicly inaccessible sites at 7800 W 62nd Ave and 6701 Indiana St.	08/06/2024
Q6	Question: Sourcewell Requirement Good morning! We noticed the bid mentions Sourcewell contracts is this a requirement for the award, or will other vendors be considered? Answer: Other vendors will be considered.	08/14/2024
Q7	Question: Clarification on Scope Winn-Marion's understanding of the project scope is that it includes 100% of the infrastructure (wire, conduit, switchgear, concrete charger foundations, protective bollards) and installation. Could you please confirm? Answer: Yes, 100% (turnkey) of infrastructure for the EV chargers to include wire, conduit, foundations, bollards to the newly set primary transformer. Xcel/City of Arvada will take care of the primary run infrastructure and primary transformer setting. Contractor will provide secondary infrastructure to also include CT cabinet and disconnects.	08/20/2024
Q8	Question: Question on Transformer Locations The Xcel transformer locations have not yet been designated. How do you suggest that we bid the boring and underground infrastructure portion of the project without knowing the distance from the transformers to the charger foundations? Answer: Please calculate your proposals as though the transformers will be set within 100 feet of new charging locations.	08/20/2024
Q9	Question: Buy green/Buy America Act Does the equipment, material and parts on the project need to meet the Buy America or the Colorado Buy Green Acts? Answer: Neither apply as this is not a federally funded grant/project and the grant amount from the state is under \$500,000.	08/20/2024
Q10	Question: overall budget In addition to the funds made available from the State grant, what is the overall budget the City has for the Project? Answer: The estimated budget for the project is not included in this solicitation.	08/20/2024
Q11	Question: level 3 Chargers Do the optional Level 3 chargers need to be single or dual port? Answer: The optional Level 3 chargers should be dual port.	08/20/2024
Q12	Question: level 3 charger option Does the City want an option for a Level 3 charger at each location? Answer: Yes, the City would like a cost proposal for a Level 3 charger at each location.	08/20/2024

No	Question/Answer	Question Date
Q13	Question: electrical drawings Has the City already created any electrical drawings for the sites? Answer: No, the online drawings required by Xcel must be created after the EV chargers have been specified.	08/20/2024
Q14	Question: service spare ampacity At each new service, how much spare ampacity does the city desire to be provided, in addition to the chargers being currently installed? Answer: While we would like to double our ampacity however Xcel will only provide a transformer large enough for designed needs.	08/20/2024
Q15	Question: Prevailing Wage Since this is at least partial funded through a State of Colorado Grant, are there any Prevailing wages, certified payroll requirements? Answer: No prevailing wages or certified payroll requirements.	08/20/2024
Q16	Question: Wrong file uploaded? While Addendum No. 2 is listed in the Documents tab, when we download it, we get a second copy of Addendum No. 1. Was the wrong file uploaded? Answer: Addendum No 2 was created to re-open the question deadline in Bidnet. There is no document for Addendum No 2.	08/22/2024
Q17	Question: CONTRACTING In the "Pricing" section, it says: "The City of Arvada is a participating agency within the Sourcewell contract network for acquisition of these chargers and services. Additionally, the State of Colorado already has pricing agreements with participating companies. Please include any Sourcewell or pricing agreements in your bid/proposal." Can the City please clarify whether chargers and services that do not currently have Sourcewell contracts or pricing agreements with the State of Colorado are eligible to be selected for this project? Additionally, will priority and higher scores be given to Sourcewell-approved vendors? Answer: The intent for placing this out to bid was open up this project to all manufacturers that meet the grant requirements. Vendors do not have to have a current Sourcewell agreement to be eligible to submit a proposal. The scoring criteria for the RFP is on page 7 and is under item 6. METHOD OF AWARD. Sourcewell approval is not graded criteria.	08/22/2024
Q18	Question: 19.2Kw requirement The 19.2 KW requirement for level 2 charger is that per port or per pedestal? Can the 19.2KW be split if 2 vehicles are plugged in at the same time? Answer: For Level 2's it is 19.2kW per port.	08/22/2024
Q19	Question: ADA Requirement ADA Accessible requirement needed for both fleet and public chargers? Answer: Yes, ADA accessible is a requirement for both Fleet and Public chargers.	08/22/2024

No	Question/Answer	Question Date
Q20	Question: Parking Reconfiguration Will there need to be any reconfiguration of parking needed for the public facing chargers? Answer: Yes. Per grant requirements at least one charger must be ADA compliant and will require parking stall modification. We would expect modifications to all public facing parking areas to include the hatched area for ADA stalls.	08/22/2024
Q21	Question: DCFC Information clarification Would you like the DCFC single port or dual port? If dual port can the 100kw requirement be split to 50Kw per port of two vehicles are plugged in? Answer: Dual port and Level 3's can be split to a minimum of 40kW per port.	08/22/2024
Q22	Question: Payment Methods Are Magnetic strip readers for methods of payments needed? Answer: Magnetic strip readers can be removed from scope. See answer to question number 4.	08/22/2024
Q23	Question: VE Options Would you like a Power share options as Value Engineering option? Answer: Yes, we would be open to power sharing however for level 2's we would like 19.2kW per port.	08/22/2024
Q24	Question: Service Size What percentage should the service be oversized by to accommodate future EV charger installs (i.e. 50% for scope installation 50% for future?) Answer: While we would like to double our capacity, Xcel will only provide a transformer large enough for designed needs.	08/22/2024
Q25	Question: Protection of chargers at this site At 7800 w 62nd Ave. would you like to add islands with curb and gutter between parking spaces to protect the EV chargers? Answer: Yes, curb & gutter and islands. C&G will need a cut back and patch of asphalt for 12".	08/22/2024
Q26	Question: 7904 Carr Dr. Will the scope for 7904 Carr Dr. be removed? Answer: Yes, scope will be removed for this facility. If future work is required for this facility, it will be added as a change order at a later date.	08/22/2024
Q27	Question: Stenciling and striping Would you like pricing to include stenciling of EV spaces, handicap spaces refresh striping in all areas? Answer: Yes, the City would like pricing to include stenciling of EV spaces and handicap spaces.	08/22/2024
Q28	Question: Bollards for physical protection In all installation locations would you like to include physical protection (bollards) for all EV chargers and -service equipment? Answer: Yes, the City would like to include physical protection (bollards) for all EV chargers and -service equipment.	08/22/2024

No	Question/Answer	Question Date
Q29	Question: Optional DCFC For the optional line item (Level 3 DCFC) - would you be willing to consider a120kW or a 60kW DCFC? Answer: 80kW Minimum. Level 3s can split the power between dual ports.	08/23/2024
Q30	Question: Reporting Data Format As listed in the RFP, all EV charging stations will be capable of reporting usage and charges compatible with the State of Colorado quarterly reporting data format. What is Colorado's reporting data format? Answer: Per the agreement with the Colorado Energy Office, "The charging station(s) must have networked data reporting capabilities that are active, collecting data, and accessible to administrators of the Charge Ahead Colorado program via cloud networking at all times. CAE/CEO requires information on the charging station(s) usage, including at a minimum, the time of use, duration of use, # of customers / unique users, and kWh used." Networking is expected to be over cellular service and whatever format the manufacturer is using to monitor their stations must be shared/observable with the CEO office as well.	08/23/2024



CITY OF ARVADA

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

REQUEST FOR PROPOSAL- ADDENDUM No. 4

Proposal #: 24-FAC-017
Title: Electrical Vehicle Chargers Supply, Installation, Maintenance and Repair
RFP Issued: 07/18/2024
Addendum #: 4
Today's Date: 08/30/2024

Proposals Due By: 09/12/2024 2:00 PM MDT (EXTENDED)

Questions Deadline: 08/23/2024 2:00 PM MDT (NO CHANGE)

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

The following clarifications are provided to be incorporated into the Request for Proposals.
All other information shall remain unchanged.

1. The due date for Proposals is being extended to September 12, 2024 at 2:00 PM.

2. An update to Question No 25 is below:

Original Question and Answer: At 7800 w 62nd Ave. would you like to add islands with curb and gutter between parking spaces to protect the EV chargers?

Answer: Yes, curb & gutter and islands. C&G will need a cut back and patch of asphalt for 12"?

Update: EV chargers at 7800 W 62nd Ave have been moved to be adjacent to the east side of the building (pedestal mounted). See attached. No concrete work is expected other than installing and setting bollards.

3. An update to Question No 26 is below:

Original Question and Answer: Will the scope for 7904 Carr Dr. be removed?

Answer: Yes, scope will be removed for this facility. If future work is required for this facility, it will be added as a change order at a later date.

Update: All secondary infrastructure will be provided at this facility for two level 2 chargers and one lever 3 charger. Contractor is to include supplying/installing EV chargers at this facility.



CITY OF ARVADA

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

Cont. Addendum No 4

4. Question and clarification:

Question: *The City of Arvada is looking for qualified vendors to provide design services, materials, site work, labor, installation, monitoring, warranty, and repair services for new electric charging stations at select locations. What scope is required for design services? Engineer stamped drawings?*

Answer:

Per Xcel, the minimum items that need to be supplied for Xcel to provide primary service is a site plan and an electrical one-line diagram with the specified EV chargers to be used. The contractor should also include time to coordinate with Xcel and answer any RFIs they may have regarding specified chargers. These plans do not need to be stamped.



EV Chargers to be placed at
parking stalls against building.
No concrete islands or C&G.
Install bollards.

An aerial photograph of a parking lot and a building. A green text box with a green arrow points to three green dots on the building's edge, indicating the proposed locations for EV chargers. The parking lot contains several cars and a row of white vehicles. A road and some trees are visible in the background.

Exhibit B

An Agreement Between the City Of Arvada and Winn-Marion Barber, LLC for Goods And Services Relating to Electric Vehicle Chargers Supply, Installation, Maintenance And Repair In An Amount Not To Exceed \$838,948.06



City of Arvada RFP 24-FAC-017
Electric Vehicle Chargers Supply, Installation, Maintenance, and Repair

Company Information:

Winn-Marion Barber, LLC
7151 S Blackhawk St, Suite 900
Centennial, CO 80112
303-778-6767
winn-marion.com

Winn-Marion RFP Contact:

Jim Hussey
jimhussey@winn-marion.com
970 948 5841

Proposal Submitted: 9/10/2024

REQUIRED VENDOR SUBMITTAL FORM

SUBMITTED BY:

Company Name: **Winn-Marion Barber, LLC**

Contact Names: Sales/Customer Service: Jim Hussey/ Dan Blanchard

Address: 7151 S Blackhawk St, Suite 900, Centennial, CO_80112

Phone: (303) 778-6767

Email(s): jimhussey@winn-marion.com, danblanchard@winn-marion.com

The undersigned hereby affirms that:

- They are a duly authorized agent of the vendor
- They have 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: Jim Hussey

Signature of Authorized Agent

Date 9/10/2024

FEIN: 68-0511614

Typed/Printed Name of Agent: Jim Hussey

Title of Agent: Account Manager

Agent email: jimhussey@winn-marion.com

Type of Business: Limited Liability Company

Address of main business office, principal factory, or warehouse if different from above:

Principal line of business: Industrial Products Sales and Service

Number of years in present business: 52

REFERENCES: Included in RFP

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

SUBMITTAL CHECKLIST:

Proposals shall be submitted in the order listed below, unless otherwise directed in Administrative Information, with each

section clearly identified. Missing information or required documents may result in submission being deemed nonresponsive.

* Submit one pdf document on-line at BidnetDirect.com

(File Name: Company name – Solicitation number)

* Cover & Executive Summary

* Detail Firm's and employees' Capabilities, Experience, Licensing, current State of Colorado Certificate of Good

Standing, Proof of Licensed Electrician in the State of Colorado

* Details of Qualifications – products & services

* Details of Proposal – Proposed products & services, project approach, implementation timeline and warranties

* Cost Proposal – All fees and costs associated with the offering. See Page 8 for pricing categories.

* Completed, signed Required Vendor Submittal Form, Performance Measures and any other attachments requested

CONFIRM:

- * CONFIDENTIAL information, if any, MUST be stamped as such on each page and submitted separately.
- * VARIATIONS: Checking this box indicates that the vendor has variations to this solicitation. Identify all variations and exceptions to this solicitation on a separate sheet/s of paper. 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. For each variation listed, reference the applicable section of the solicitation document, the page number, and the variance. 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.
- * Insurance – Checking this box accepts that the insurance requirements listed by the City are acceptable unless listed as a variation.

* Initial to acknowledge receipt of Addenda, if any:

Addendum #1 JH

Addendum #2 JH

Addendum #3 JH

Addendum #4 JH

VENDOR NAME: **Winn-Marion Barber LLC** SOLICITATION # 24-FAC-017

Electric Vehicle Chargers Supply, Installation, Maintenance and Repair

Winn-Marion Executive Summary

In response to the City of Arvada's Request for Proposal for Electric Vehicle Chargers Supply, Installation, Maintenance, and Repair (24-FAC-017), Winn-Marion is pleased to submit this proposal. As a company deeply committed to sustainability and supporting the transition to clean transportation, we are excited about the opportunity to partner with the City of Arvada to expand its EV charging capabilities.

With over 50 years of experience delivering innovative solutions, Winn-Marion is proud to be a Colorado local company headquartered in Centennial, Colorado, with a national reach. Driven by the growing importance of sustainable transportation, we entered the EV charging market in 2018 and have since developed a comprehensive suite of turnkey services provided by employees, not subcontractors. These offerings encompass the entire EVSE purchasing process, from initial in-depth consultation and equipment selection to installation, commissioning, and ongoing maintenance. To date, we have successfully installed over 150 EV chargers across Colorado for a diverse clientele, including municipalities, transit agencies and private businesses. Our range of experience, depth of expertise, local presence, and comprehensive turnkey offerings ensure that Winn-Marion is well-equipped to meet the City of Arvada's charging needs.

Our team has a proven track record of successfully completing EV charging projects for local municipalities, including those utilizing Charge Ahead and Fleet Zero grant funding. For example, we recently partnered with the City of Longmont to install a network of level 2 and level 3 chargers at five locations, serving both their municipal fleet and the public. Our extensive experience in navigating these grant programs, from initial application to project execution and reporting, coupled with our on-staff grant writing department and established relationships with grant administrators, ensures we stay abreast of any program changes and can proactively address potential challenges. This positions us to guide the City of Arvada through a seamless grant utilization process, maximizing the benefits of their Charge Ahead and Fleet Zero grants.

As the largest ABB channel partner in the Rocky Mountains, Winn-Marion has extensive experience with ABB's industry-leading EV charging solutions. This partnership ensures we have access to the latest technology, expert support, and a proven track record of successful installations. For this project, we are specifying ABB's Terra AC 19.2kW level 2 charger and Terra 124 120kW dual port DC fast charger. These commercial chargers not only meet all of the City's specification requirements (including UL certifications, pedestal mounting with cable management, automatic load balancing, cellular connectivity, ADA compliance, and SAE J1772 connectors), but also offer important additional benefits such as true OCPP 1.6J compliance, ensuring open compatibility with a wide choice of charger networking providers. ABB chargers are software agnostic, allowing us to recommend the ideal software solution tailored to the City of Arvada's specific needs and usage patterns. ABB's chargers are compact and of robust design, built to withstand harsh weather conditions and heavy usage, ensuring long-term reliability and minimizing maintenance costs.

Our in-house switchgear manufacturing capabilities further streamline project timelines, ensuring timely delivery and minimizing potential delays. This expertise, combined with our in-house team of EVITP-trained electricians and a proven track record of successful collaboration with Xcel Energy, will ensure a seamless and efficient installation process. Winn-Marion is excited about the prospect of collaborating with the City of Arvada to advance its sustainability goals and provide the community with a reliable and accessible EV charging network. Our dedicated team, backed by decades of experience, local presence, and unique capabilities, is committed to delivering a seamless project experience from start to finish. We are confident that our comprehensive turnkey approach, technical experience, and dedication to exceeding expectations will not only meet but surpass the City of Arvada's vision for its EV charging infrastructure.

Capabilities, Experience, Licensing, Employee Qualifications

Winn-Marion has a rich history in Colorado for delivering innovative solutions across diverse industries, and over the years we have built a reputation for excellence, reliability, and customer satisfaction. Our core competencies lie in

electrical engineering, construction, project management and after the sale service. Leveraging these core competencies and our strong industry connections, we have established ourselves as a leader in the Colorado EV charging market.

Demonstrated Expertise in EV Charging Station Solutions

Winn-Marion has successfully installed over 150 EV chargers across Colorado, completing numerous EV charging projects for a diverse range of clients, including municipalities, transit agencies and private businesses. Our comprehensive turnkey services, encompassing design, supply, installation, and ongoing operation and maintenance, form the foundation of our successful EV charging projects. We understand the unique requirements and challenges associated with each project type and leverage this knowledge to deliver tailored solutions that meet our clients' specific needs.

Our commitment to providing exceptional service and value to local municipalities is further exemplified by our recent appointment as a NASPO ValuePoint Partner with a Participating Addendum in Colorado. This distinction, held by only 13 entities nationwide and currently *exclusive to Winn-Marion in Colorado*, allows local governments to streamline procurement and bypass competitive bidding when working with us. Furthermore, the offerings available through our NASPO partnership extend beyond equipment to include maintenance and other services, allowing us to provide comprehensive project-wide support efficiently.

In addition to our streamlined procurement options, Winn-Marion's commitment to efficient project execution is further demonstrated by our in-house UL certified switchgear manufacturing operation. By producing custom switchgear in as little as 20 weeks, we can significantly reduce project timelines and minimize potential delays, allowing us to deliver projects on time and within budget. This in-house manufacturing capability, coupled with our team of experienced electrical engineers and technicians, demonstrates our deep expertise in electrical engineering and ensures the highest standards of quality and compliance for all our switchgear solutions. This expertise allows us to offer comprehensive, end-to-end solutions for EV charging projects, simplifying the process and ensuring a hassle-free experience for our clients.

Furthermore, our strong local presence in Colorado enables us to offer faster lead and response times, ensuring prompt attention to your project needs. We also possess a deep familiarity with the local EV charging landscape and key players, including Xcel Energy, the Colorado Energy Office and Drive Clean Colorado, allowing us to navigate regulatory requirements efficiently and streamline project implementation. We have a proven track record of successful collaboration with Xcel Energy, having partnered on numerous projects where they served as the primary electrical utility. This ongoing relationship has fostered new opportunities, such as our recent partnership with Xcel and the Automotive Service Association (ASA) to expand EV charging access to local mechanics.

In addition to these strong local partnerships, Winn-Marion actively participates in the broader EV ecosystem of Colorado. We are proud members and sponsors of Drive Clean Colorado and have collaborated with them on many projects designed to utilize grant funding. Our affiliations with the Colorado Energy Office, Colorado Department of Transportation, Regional Air Quality Council, CLEER, and NWCCOG, along with leading EV charging software providers like EVGateway, EVConnect and FuelMaster, ensure we remain at the forefront of EV developments and requirements in Colorado.

Project Team and Key Personnel Qualifications

Winn-Marion's workforce includes over 250 dedicated professionals across 12 offices in 11 states, equipped with the diverse skills and expertise required to deliver successful EV charging projects. Our in-house EV division comprises a talented group of master electricians, electrical engineers, technicians, grant writing specialists, permitting specialists, and other key personnel who collaborate seamlessly to ensure projects are executed efficiently, on time, and to the highest standards. All team members involved in electrical work and installations hold the necessary licenses and certifications, and we maintain comprehensive insurance coverage to ensure compliance and mitigate risk. We prioritize ongoing training and education to keep our team abreast of the latest industry regulations and best practices, guaranteeing that all our projects adhere to the highest standards of safety and quality.

The following individuals will form the core team leading the City of Arvada EV Charging project, bringing their extensive experience and specialized knowledge to ensure its successful implementation.

- **Dan Blanchard, Partner:** Dan has been with Winn-Marion for over 17 years and brings over a decade of experience in EVSE consulting and installation, with a proven track record in leading successful EV charging infrastructure projects. His deep understanding of the EV charging landscape and industry best practices ensures that projects are executed efficiently and in alignment with the latest standards.
- **Pritam Mazumder, Engineer Lead:** With 10+ years of experience as an electrical engineer, Pritam possesses expertise in planning and overseeing electrical equipment and control systems installations. His skills in integrating charging hardware and implementing monitoring and energy management solutions are crucial for ensuring seamless operation and efficiency.
- **Ian Trujillo, Master Electrician and Project Manager:** Ian is a Master Electrician and EVITP-certified technician with over 20 years of experience in industrial electrical system design and installation.
- **Austin Tyra, Technical Grant Writer:** Austin heads our Technical Grant Writing Department and brings 5+ years of grant writing experience, with a focus on EVSE grants. His expertise extends beyond securing grants to ensuring projects adhere to all grant requirements and successfully complete the necessary reporting to facilitate timely fund disbursement.

Products and Services Qualifications

Winn-Marion's extensive experience in the electrical industry, coupled with our strategic partnerships and commitment to innovation, uniquely positions us to deliver comprehensive EV charging solutions. Our core competencies in electrical engineering, construction, project management and service provide a solid foundation for successfully executing projects of any scale and complexity.

We offer a wide range of EV charging products and services tailored to meet the diverse needs of our clients. As one of the oldest ABB channel partners in the US, not simply a hardware reseller, we provide ABB's full spectrum of industry-leading solutions, including Level 2 AC chargers, DC fast chargers, and advanced Pantograph overhead chargers. Our recent partnership with Ford Pro further expands our product portfolio, enabling us to offer their cutting-edge hardware and software solutions. We also collaborate with leading charging software providers like EVGateway, EVConnect and ChargeLab, ensuring seamless integration and optimal functionality for your charging network.

Our commitment to efficient project execution is evident in our value-added services. Our in-house switchgear manufacturing capability significantly reduces project timelines, while our dedicated grant writing department assists clients in securing and managing funding, maximizing the benefits of available grants.

Winn-Marion's team comprises highly qualified professionals, including licensed electricians, experienced engineers, and project management experts. We adhere to all industry regulations and best practices, prioritizing safety and compliance in every project.

Proposed Products & Services, Project Approach, Implementation Timeline, and Warranties

Winn-Marion proposes a comprehensive turnkey solution for the City of Arvada's EV charging infrastructure project, encompassing the entire project lifecycle from initial design and planning to ongoing operation and maintenance, ensuring a seamless and successful implementation.

Our experienced electrical engineers will collaborate closely with the City and Xcel Energy to develop a detailed design for each charging station site. This collaborative approach ensures optimal charger placement based on traffic patterns, accessibility, and future expansion plans. We will also conduct a thorough assessment of electrical capacity and coordinate with Xcel Energy to ensure an adequate power supply, guaranteeing a safe and reliable installation. Throughout the design process, we prioritize compliance with all relevant codes and regulations, including ADA accessibility requirements, to create an inclusive and user-friendly charging network.

Hardware

Winn-Marion will procure and supply ABB's Terra AC 19.2kW true-OCPP 1.6J level 2 charger. These chargers not only meet all of the City's specified requirements, but **are software agnostic which means they are open protocol and compatible with numerous charging software providers**. The Terra AC's compact and robust design ensures long-term reliability, while its user-friendly interface provides an intuitive charging experience for EV drivers. In addition to the ABB chargers, each location will have installed a multi-payment capable kiosk, which will allow the use of all current payment methods, including EMV chip, contactless credit card, and NFC mobile (Apple or Android Pay). Charging sessions can also be initiated through RFID card or mobile phone application.

Software

Winn-Marion is suggesting charger networking partner EVGateway, a well-established leader in both fleet and public charger networking with thousands of level 2 and level 3 charging ports throughout the United States. However, because the ABB Terra AC charger is an open protocol (true-OCPP 1.6J) device, the City of Arvada is free to choose from a number of charger networking software providers, initially and in the future. Winn-Marion recommends strongly against proprietary charger manufacturers who require you to use only their networking software.

Installation

Our in-house team of EVITP-certified electricians will expertly install the chargers and associated electrical infrastructure, adhering to stringent NEC requirements. We will coordinate seamlessly with Xcel Energy to ensure the correct secondary electrical supply is specified at each site. Following installation, Winn-Marion will conduct commissioning and testing to validate the system's performance and functionality.

Service

To ensure the long-term reliability and performance of your EV charging network, Winn-Marion offers comprehensive operation and maintenance services, performed by our EVITP-certified service team (not subcontractors). This includes 24/7 monitoring and remote diagnostics to proactively identify and address any issues, prompt on-site response to any malfunctions or outages, and preventive maintenance to optimize performance and extend equipment lifespan. We will also collect and report data on usage, energy consumption, and other key metrics, providing valuable insights to inform future planning and decision-making. We are committed to keeping the charging stations operational and in service for a minimum of 5 years, ensuring the City of Arvada's investment in EV infrastructure delivers long-term value to the community.

Project Approach

Our project management approach follows a well-defined, phased methodology that ensures efficient and successful project execution. We prioritize clear communication, collaboration, and proactive risk management throughout every stage.

- **Phase 1: Planning and Design**
 - Conduct a comprehensive site assessment to evaluate existing infrastructure and identify optimal charger locations.
 - Collaborate with the City or Avada and Xcel Energy to develop detailed electrical and site plans.
 - Secure all necessary permits and approvals.
- **Phase 2: Procurement and Installation**
 - Procure and deliver ABB chargers and associated equipment.
 - Install chargers and supporting infrastructure, adhering to stringent NEC requirements.
 - Coordinate with Xcel Energy for secondary infrastructure.
- **Phase 3: Commissioning and Testing**
 - Conduct electrical system testing and charger commissioning to ensure optimal performance and functionality.
 - Integrate charging software and payment systems.
 - Provide comprehensive training to City staff on system operation and maintenance.
- **Phase 4: Ongoing Operation and Maintenance**
 - Provide 24/7 monitoring and remote diagnostics.
 - Conduct regular preventive maintenance visits.
 - Respond promptly to any service requests or issues.
 - Collect and report data on usage and performance.

Throughout the project, we will maintain open communication with the City of Arvada, providing regular progress updates and addressing any questions or concerns promptly. Our dedicated project manager will serve as the primary point of contact, ensuring seamless coordination and collaboration.

Implementation Timeline

We propose the following implementation timeline, which can be adjusted based on the City of Arvada's specific needs and preferences:

- **Phase 1:** Planning and Design (Estimated Duration: 4-6 weeks)
- **Phase 2:** Procurement and Installation (Estimated Duration: 8-12 weeks)
- **Phase 3:** Commissioning and Testing (Estimated Duration: 2-4 weeks)
- **Phase 4:** Ongoing Operation and Maintenance (5+ years)

We are confident in our ability to deliver the project on time and within budget while remaining flexible to accommodate any unforeseen challenges or changes in scope.

Warranties

Winn-Marion stands behind the quality of our products and services and offers the following warranties:

- **EV Chargers:** 5-year parts warranty on ABB level 2 chargers. 5-year parts and labor warranty on ABB level 3 chargers. Winn-Marion stocks replacement parts for ABB chargers in our Centennial headquarters.
- **Workmanship Warranty:** Winn-Marion warrants that the workmanship and infrastructure products, including switchgear, will be covered for one year from the date of project completion.

Operation and Maintenance Plan

Our proposal includes an operation and maintenance plan meeting the City of Arvada's requirements:

- Remote system monitoring capabilities to self-report system failures/downtime – all chargers will be visible on Winn-Marion's dashboard.
- Maintenance and inspection intervals – quarterly for 5 years
- Response time for inoperable units – 24 hours. Dispatched from Centennial, CO.
- On-hand parts availability – replacement parts stocked in Centennial, CO

Performance Measurements

Price/Cost:

- Provide detailed, transparent, invoices that clearly outline all project-related costs, including labor, materials, and any additional expenses.
- Maintain project costs within the agreed-upon budget, with no cost overruns without an approved change order.

Punctuality and Responsiveness:

- Hold monthly project coordination meetings with City of Arvada's Project Manager.
- Respond to City Arvada project inquiries in 24 hours or less.

Quality and Reliability:

- Utilize Winn-Marion electricians, not subcontractors, to perform 100% of the electrical work. Provide Winn-Marion built switchgear panels to ensure quality and compatibility.
- After project completion, conduct quarterly operability reviews with the City of Arvada to proactively address any concerns or areas for improvement related to quality and reliability.

Sustainability/Innovation:

- Partner with the City of Arvada to develop and implement at least one community outreach event or educational initiative per year to promote EV adoption and awareness among residents.
- Actively participate in at least one industry conference or workshop related to EV charging technology and sustainability per year to stay informed about the latest advancements and best practices.

Previous Projects of Similar Size and Scope, With References

City of Longmont, Colorado

- **Contact:** Cash Johns, Fleet Manager - Cash.Johns@longmontcolorado.gov - 303-651-8377
- **Project Description:** Winn-Marion partnered with the City of Longmont to design and implement a comprehensive EV charging infrastructure expansion, utilizing both Charge Ahead Colorado and Fleet Zero grant funding. The project involved the strategic installation of a network of Level 2 and Level 3 chargers at five key locations throughout the city. Our team expertly navigated the complexities of the grant application and reporting processes, ensuring full compliance and timely reimbursement.

City of Lakewood, Colorado

- **Contact:** Ramon Montoya, Fleet Manager - RamMon@lakewood.org - 303-987-7790
- **Project Description:** Winn-Marion partnered with the City of Lakewood to design and implement both a Police fleet and public EV charging installation. The project involved the installation of 12 level 2 chargers with payment kiosks and comprehensive electrical infrastructure.

City of Fort Collins, CO: Parking and Transport Services (Transfort)

- **Contact:** Annabelle Phillips, Project Manager - aphillips@fcgov.com - 970-224-6173
- **Project Description:** For this project we were tasked with installing ABB 150 kW Depot Chargers, each with three Depot boxes, providing a robust solution for Electric buses.

Roaring Fork Transit Authority, Aspen, Colorado

- **Contact:** Ben Ludlow, Project Manager, Production - bludlow@rfta.com - 970-989-3047
- **Project Description:** We successfully installed the first ABB Pantograph Charger in the state of Colorado, ensuring the success of the Roaring Fork Transit Authority's new electric bus fleet. This pioneering project showcased our team's expertise in complex electrical design, our ability to manage technologically advanced installations, and our skill in coordinating with local agencies.

Phil Long Ford of Denver, Colorado

- **Contact:** Robert McMann, General Manager - rmcmann@phillong.com - 303-904-5048
- **Project Description:** Electrical Engineering and design for installation of 4 - ABB Terra 180KW EV charging stations and 4 Level 2 charging stations. The project included design of a 480V three phase service disconnect and metering rack per local utility requirements, single line diagram, and electrical site plan showing underground distribution, grounding, rack and charger locations. The design clearly delineated contractor and utility supplied labor and materials. The site is remotely monitored, and service technicians are sent when problems arise for a period of 5 years.

Conclusion

We believe that Winn-Marion's long history in Colorado, combined with our technical expertise, industry partnerships, and commitment to quality, positions us as the ideal partner for the City of Arvada's EV charging requirements and future service requirements. We are confident that our proposed solutions will not only meet but exceed the City of Arvada's expectations, providing a reliable, accessible, and sustainable charging network for your community. We thank you for the opportunity to partner on this exciting project.

Jim Hussey
Winn-Marion
jimhussey@winn-marion.com
970 948 5841

Dan Blanchard
Winn-Marion
danblanchard@winn-Marion.com
303 552 1599

Cost Proposal

Quote Number: Q0584
Date: 9/10/2024

Buyer: City of Arvada
Address: 8101 Ralston Road,
Arvada, CO 80002

Seller: Winn-Marion Barber LLC
7151 S. Blackhawk St Suite 900
Centennial, CO 80112

Phone: 303-552-1599

Your Inquiry: **RFP 24-FAC-017**

Winn-Marrion Contact Jim Hussey
jimhussey@winn-marion.com
970 948 5841

Pricing Summary

Category	US Dollars
Arvada Center	\$83,804.00
Arvada Aquatics	\$150,810.06
City Hall	\$107,355.00
Grandview City Parking	\$107,355.00
Indiana Shops	\$107,355.00
Arvada Parks and Fleet	\$103,121.00
Old Town Transit Hub	\$47,213.00
Five Year Charger Operation and Maintenance Plan	\$75,000.00
RFP TOTAL	\$782,013.06

Prices quoted in this proposal are firm for 60 days from Date of Issue 9/10/2024.

Installation Locations, Detailed Pricing

Arvada Center - 6901 Wadsworth Blvd, Arvada, CO 80003

Total Location Price: \$ 83,804

Scope of Work

Includes all engineering, permitting, labor, gear, material and equipment to wire units and electrical devices to the National Electric Code. Scope includes the Installation of electrical feeders from new utility transformer to a new 240V Panel. Installation of a support rack for equipment. Installation of a 75KVA transformer and a 240V (400) amp panel. Installation of four 19.2KW level 2 chargers. This includes concrete foundations, trenching, protective bollards, and painted parking signage.

Project Installation: Labor and Parts

Line	Description	Quantity	Unit	Price	Total
1	CONDUIT, WIRE, FITTINGS, GEAR	1	each	\$22,412	\$22,412
2	ELECTRICAL LABOR	1	each	\$22,500	\$22,500
3	EQUIPMENT RENTAL	1	each	\$2,162	\$2,162
4	CIVIL	1	each	\$9,216	\$9,216
5	PERMITTING	1	each	\$3,378	\$3,378
6	ENGINEERING	1	each	\$2,027	\$2,027
SUBTOTAL					\$61,696

Level 2 EV Charger Hardware, Warranty and Network Plan

Line	Description	Quantity	Unit	Price	Total
1	ABB Terra AC Charger: 19.6 kW ENERGY STAR Certified offering with 208/240V input. Standard features include a 25-foot charging cable, RFID, Display, Wi-Fi, Bluetooth, double ethernet ports for daisy chaining capabilities, metering capabilities, and a 2-year standard parts only warranty. <i>Compatible with any true OCPP software networking platform</i>	4	each	\$1,655	\$6,620
2	ABB-DR-CR-95-80A - AC Wall box Pedestal with built-in cable retractor (95") for dual unit configuration	2	each	\$1,999	\$3,998
3	6AGC084055 - Parts only extended warranty per AC Wall box unit - 5 years total	4	each	\$260	\$1,040
4	Winn-Marion provided 4G data plan, SIM card included 5 years of coverage	4	each	\$600	\$2,400
5	EVGateway Payment Kiosk – For Credit Card and NFC Payments	1	each	\$2,050	\$2,050
6	EVGateway Charge Station Management Software, 5 years	5	each	\$1,200	\$6,000
SUBTOTAL					\$22,108

Arvada Aquatics Center – 7904 Carr Drive, Arvada, CO 80005

Total Location Price: \$ 150,810.06

Scope of work

It is Winn-Marion's understanding that Xcel Energy will be providing the complete (primary and secondary) infrastructure for this location. Winn-Marion's scope includes all engineering, permitting, labor, gear, material and equipment to wire units and electrical devices to the National Electric Code. Scope includes the Installation of four 19.2kW level 2 chargers and one dual port 120kW level 3 charger. Project includes protective bollards, and painted parking signage.

Project Installation: Labor and Parts

Line	Description	Quantity	Unit	Price	Total
1	CONDUIT, WIRE, FITTINGS, GEAR	1	each	\$405.41	\$405.41
2	ELECTRICAL LABOR	1	each	\$9,875.00	\$9,875.00
3	EQUIPMENT RENTAL	1	each	\$2,162.16	\$2,162.16
4	CIVIL	1	each	\$10,456.08	\$10,456.08
5	PERMITTING	1	each	\$3,378.38	\$3,378.38
6	ENGINEERING	1	each	\$2,027.03	\$2,027.03
				SUBTOTAL	\$28,304.06

Level 2 EV Charger Hardware, Warranty and Network Plan

Line	Description	Quantity	Unit	Price	Total
1	ABB Terra AC Charger: 19.6 kW ENERGY STAR Certified offering with 208/240V input. Standard features include a 25-foot charging cable, RFID, Display, Wi-Fi, Bluetooth, double ethernet ports for daisy chaining capabilities, metering capabilities, and a 2-year standard parts only warranty. Compatible with any true OCPP software networking platform	4	each	\$1,655.00	\$6,620
2	ABB-DR-CR-95-80A - AC Wall box Pedestal with built-in cable retractor (95") for dual unit configuration	2	each	\$1,999.00	\$3,998
3	6AGC084055 - Parts only extended warranty per AC Wall box unit - 5 years total	4	each	\$260.00	\$1,040
4	Winn-Marion provided 4G data plan, SIM card included 5 years of coverage	4	each	\$600.00	\$2,400
5	EVGateway Payment Kiosk – For Credit Card and NFC Payments	1	each	\$2,050	\$2,050
6	EVGateway Charge Station Management Software, 5 years	5	each	\$1,200	\$6,000
				SUB TOTAL	\$22,108

Level 3 EV Charger Hardware, Warranty and Network Plan

Line	Description	Quantity	Unit	Price	Total
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1	ABB Terra 124 Charger: True open protocol (OCPP) 120kW DC Fast Charger, 2x 400A CCS1 Connector Dual-Outlet Configuration, 4G Modem-Connected, 7" Touchscreen Display, RFID, Cable Management, a 2 year parts and on-site labor standard warranty. Compatible with any true OCPP software networking platform. Includes an integrated credit card reader.	1	Each	\$80,871.00	\$80,871.00
2	EVGateway Charger networking software. Priced per charging port. 5-year subscription.	2	Per Port	\$1,200.00	\$2,400.00
3	ABB Terra 124 Parts and on-site labor extended warranty - 5 years total	1	Each	\$17,127.00	\$17,127.00
				SUBTOTAL	\$100,398

Arvada City Hall – 8101 Ralston Rd, Arvada, CO 80002

Total Location Price: \$107,355

Scope of work

Includes all engineering, permitting, labor, gear, material and equipment to wire units and electrical devices to the National Electric Code. Scope includes the Installation of electrical feeders from new utility transformer to a new 240V Panel. Installation of a support rack for equipment. Installation of a 112.5KVA transformer and a 240V (600) amp panel. Installation of six 19.2KW level 2 chargers. This includes concrete foundations, trenching, protective bollards, and painted parking signage.

Project Installation: Labor and Parts

Line	Description	Quantity	Unit	Price	Total
1	CONDUIT, WIRE, FITTINGS, GEAR	1	each	\$25,655	\$25,655
2	ELECTRICAL LABOR	1	each	\$30,000	\$30,000
3	EQUIPMENT RENTAL	1	each	\$2,162	\$2,162
4	CIVIL	1	each	\$12,595	\$12,595
5	PERMITTING	1	each	\$3,378	\$3,378
6	ENGINEERING	1	each	\$2,027	\$2,027
				SUBTOTAL	\$75,818

Level 2 EV Charger Hardware, Warranty and Network Plan

Line	Description	Quantity	Unit	Price	Total
1	ABB Terra AC Charger: 19.6 kW ENERGY STAR Certified offering with 208/240V input. Standard features include a 25-foot charging cable, RFID, Display, Wi-Fi, Bluetooth, double ethernet ports for daisy chaining capabilities, metering capabilities, and a 2-year standard parts only warranty. Compatible with any true OCPP software networking platform	6	each	\$1,655	\$9,930
2	ABB-DR-CR-95-80A - AC Wall box Pedestal with built-in cable retractor (95") for dual unit configuration	3	each	\$1,999	\$5,997

3	6AGC084055 - Parts only extended warranty per AC Wall box unit - 5 years total	6	each	\$260	\$1,560
4	Winn-Marion provided 4G data plan, SIM card included 5 years of coverage	6	each	\$600	\$3,600
5	EVGateway Payment Kiosk – For Credit Card and NFC Payments	1	each	\$2,050	\$2,050
6	EVGateway Charge Station Management Software, 5 years	7	each	\$1,200	\$8,400
				SUBTOTAL	\$31,537

Grandview City Parking - 7674 Grandview Ave, Arvada CO 80002

Total Location Price: \$ 107,355

Scope of work

Includes all engineering, permitting, labor, gear, material and equipment to wire units and electrical devices to the National Electric Code. Scope includes the Installation of electrical feeders from new utility transformer to a new 240V Panel. Installation of a support rack for equipment. Installation of a 112.5KVA transformer and a 240V (600) amp panel. Installation of six 19.2KW level 2 chargers. This includes concrete foundations, trenching, protective bollards, and painted parking signage.

Project Installation: Labor and Parts

Line	Description	Quantity	Unit	Price	Total
1	CONDUIT, WIRE, FITTINGS, GEAR	1	each	\$25,655	\$25,655
2	ELECTRICAL LABOR	1	each	\$30,000	\$30,000
3	EQUIPMENT RENTAL	1	each	\$2,162	\$2,162
4	CIVIL	1	each	\$12,595	\$12,595
5	PERMITTING	1	each	\$3,378	\$3,378
6	ENGINEERING	1	each	\$2,027	\$2,027
				SUBTOTAL	\$75,818

Level 2 EV Charger Hardware, Warranty and Network Plan

Line	Description	Quantity	Unit	Price	Total
1	ABB Terra AC Charger: 19.6 kW ENERGY STAR Certified offering with 208/240V input. Standard features include a 25-foot charging cable, RFID, Display, Wi-Fi, Bluetooth, double ethernet ports for daisy chaining capabilities, metering capabilities, and a 2-year standard parts only warranty. Compatible with any true OCPP software networking platform	6	each	\$1,655	\$9,930
2	ABB-DR-CR-95-80A - AC Wall box Pedestal with built-in cable retractor (95") for dual unit configuration	3	each	\$1,999	\$5,997
3	6AGC084055 - Parts only extended warranty per AC Wall box unit - 5 years total	6	each	\$260	\$1,560
4	Winn-Marion provided 4G data plan, SIM card included 5 years of coverage	6	each	\$600	\$3,600

5	EVGateway Payment Kiosk – For Credit Card and NFC Payments	1	each	\$2,050	\$2,050
6	EVGateway Charge Station Management Software, 5 years	7	each	\$1,200	\$8,400
				SUBTOTAL	\$31,537

Indiana Shops - 6701 Indiana St. Arvada CO 80007

Total Location Price: \$ 107,355

Scope of work

Includes all engineering, permitting, labor, gear, material and equipment to wire units and electrical devices to the National Electric Code. Scope includes the Installation of electrical feeders from new utility transformer to a new 240V Panel. Installation of a support rack for equipment. Installation of a 112.5KVA transformer and a 240V (600) amp panel. Installation of six 19.2KW level 2 chargers. This includes concrete foundations, trenching, protective bollards, and painted parking signage.

Project Installation: Labor and Parts

Line	Description	Quantity	Unit	Price	Total
1	CONDUIT, WIRE, FITTINGS, GEAR	1	each	\$25,655	\$25,655
2	ELECTRICAL LABOR	1	each	\$30,000	\$30,000
3	EQUIPMENT RENTAL	1	each	\$2,162	\$2,162
4	CIVIL	1	each	\$12,595	\$12,595
5	PERMITTING	1	each	\$3,378	\$3,378
6	ENGINEERING	1	each	\$2,027	\$2,027
				SUBTOTAL	\$75,818

Level 2 EV Charger Hardware, Warranty and Network Plan

Line	Description	Quantity	Unit	Price	Total
1	ABB Terra AC Charger: 19.6 kW ENERGY STAR Certified offering with 208/240V input. Standard features include a 25-foot charging cable, RFID, Display, Wi-Fi, Bluetooth, double ethernet ports for daisy chaining capabilities, metering capabilities, and a 2-year standard parts only warranty. Compatible with any true OCPP software networking platform	6	each	\$1,655	\$9,930
2	ABB-DR-CR-95-80A - AC Wall box Pedestal with built-in cable retractor (95") for dual unit configuration	3	each	\$1,999	\$5,997
3	6AGC084055 - Parts only extended warranty per AC Wall box unit - 5 years total	6	each	\$260	\$1,560
4	Winn-Marion provided 4G data plan, SIM card included 5 years of coverage	6	each	\$600	\$3,600
5	EVGateway Payment Kiosk – For Credit Card and NFC Payments	1	each	\$2,050	\$2,050
6	EVGateway Charge Station Management Software, 5 years	7	each	\$1,200	\$8,400

				SUBTOTAL	\$31,357
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Avada Parks and Fleet - 7800 W 62nd Ave, Arvada CO 80004

Total Location Price: \$ 103,121

Scope of work

Includes all engineering, permitting, labor, gear, material and equipment to wire units and electrical devices to the National Electric Code. Scope includes the Installation of electrical feeders from new utility transformer to a new 240V Panel. Installation of a support rack for equipment. Installation of a 112.5KVA transformer and a 240V (600) amp panel. Installation of six 19.2KW level 2 chargers. This includes concrete foundations, trenching, protective bollards, and painted parking signage.

Project Installation: Labor and Parts

Line	Description	Quantity	Unit	Price	Total
1	CONDUIT, WIRE, FITTINGS, GEAR	1	each	\$25,655	\$25,655
2	ELECTRICAL LABOR	1	each	\$30,000	\$30,000
3	EQUIPMENT RENTAL	1	each	\$2,162	\$2,162
4	CIVIL	1	each	\$8,541	\$8,541
5	PERMITTING	1	each	\$3,378	\$3,378
6	ENGINEERING	1	each	\$2,027	\$2,027
				SUBTOTAL	\$71,764

Level 2 EV Charger Hardware, Warranty and Network Plan

Line	Description	Quantity	Unit	Price	Total
1	ABB Terra AC Charger: 19.6 kW ENERGY STAR Certified offering with 208/240V input. Standard features include a 25-foot charging cable, RFID, Display, Wi-Fi, Bluetooth, double ethernet ports for daisy chaining capabilities, metering capabilities, and a 2-year standard parts only warranty. Compatible with any true OCPP software networking platform	6	each	\$1,655	\$9,930
2	ABB-DR-CR-95-80A - AC Wall box Pedestal with built-in cable retractor (95") for dual unit configuration	3	each	\$1,999	\$5,997
3	6AGC084055 - Parts only extended warranty per AC Wall box unit - 5 years total	6	each	\$260	\$1,560
4	Winn-Marion provided 4G data plan, SIM card included 5 years of coverage	6	each	\$600	\$3,600
5	EVGateway Payment Kiosk – For Credit Card and NFC Payments	1	each	\$2,050	\$2,050
6	EVGateway Charge Station Management Software, 5 years	7	each	\$1,200	\$8,400
				SUBTOTAL	\$31,357

Old Town Transit Hub - 5575 Vance St. Arvada CO 80002

Total Location Price: \$ 47,213

Scope of work

Includes all engineering, permitting, labor, gear, material and equipment to wire units and electrical devices to the National Electric Code. Scope includes the Installation of electrical feeders from new utility transformer to a new 240V Panel. Installation of a support rack for equipment. Installation of a 45KVA transformer and a 240V (200) amp panel. Installation of one 19.2KW level 2 charger. This includes concrete foundations, trenching, protective bollards, and painted parking signage.

Project Installation: Labor and Parts

Line	Description	Quantity	Unit	Price	Total
1	CONDUIT, WIRE, FITTINGS, GEAR	1	each	\$12,951	\$12,951
2	ELECTRICAL LABOR	1	each	\$16,250	\$16,250
3	EQUIPMENT RENTAL	1	each	\$2,162	\$2,162
4	CIVIL	1	each	\$5,264	\$5,264
5	PERMITTING	1	each	\$1,622	\$1,622
6	ENGINEERING	1	each	\$0	\$0
				SUBTOTAL	\$38,249

Level 2 EV Charger Hardware, Warranty and Network Plan

Line	Description	Quantity	Unit	Price	Total
1	ABB Terra AC Charger: 19.6 kW ENERGY STAR Certified offering with 208/240V input. Standard features include a 25-foot charging cable, RFID, Display, Wi-Fi, Bluetooth, double ethernet ports for daisy chaining capabilities, metering capabilities, and a 2-year standard parts only warranty. <i>Compatible with any true OCPP software networking platform</i>	1	each	\$1,655	\$1,655
2	ABB-DR-CR-95-80A - AC Wall box Pedestal with built-in cable retractor (95") for dual unit configuration	1	each	\$1,999	\$1,999
3	6AGC084055 - Parts only extended warranty per AC Wall box unit - 5 years total	1	each	\$260	\$260
4	Winn-Marion provided 4G data plan, SIM card included 5 years of coverage	1	each	\$600	\$600
5	EVGateway Payment Kiosk – For Credit Card and NFC Payments	1	each	\$2,050	\$2,050
6	EVGateway Charge Station Management Software, 5 years	2	each	\$1,200	\$2,400
				SUBTOTAL	\$8,964

Optional – 120kW Level 3 DC Fast Charger Option Pricing

Level 3 Terra 124KW DC Fast Charger equipment-only cost. This is an option for all locations but does not include the cost of civil costs, bollards, painting, and 480V infrastructure installation required for operation.

Level 3 EV Charger Hardware, Warranty and Network Plan

Line	Description	Quantity	Unit	Price	Total
1	ABB Terra 124 Charger: True open protocol (OCPP) 120kW DC Fast Charger, 2x 400A CCS1 Connector Dual-Outlet Configuration, 4G Modem-Connected, 7" Touchscreen Display, RFID, Cable Management, a 2 year parts and on-site labor standard warranty. Compatible with any true OCPP software networking platform. Includes an integrated credit card reader.	1	Each	\$80,871.00	\$80,871.00
2	EVGateway Charger networking software. Priced per charging port. 5-year subscription.	2	Per Port	\$1,200.00	\$2,400.00
3	ABB Terra 124 Parts and on-site labor extended warranty - 5 years total	1	Each	\$17,127.00	\$17,127.00
				SUBTOTAL	\$100,398

Winn-Marion Five Year Charger Operation and Maintenance Plan

Total Plan Price: \$ 75,000

Scope

- Remote system monitoring to self-report system failures/downtime – all chargers will be visible on Winn-Marion's dashboard.
- Quarterly Maintenance and inspection intervals, all locations.
- Annual FILTER INLET KIT replacement (4 total): ABB Terra 124 Level 3 Charger.
- Response time for inoperable units – 24 hours. Winn-Marion staff, dispatched from Centennial, CO.
- On-hand parts availability – replacement parts will be stocked in Centennial, CO.

Winn-Marion Terms and Conditions

1. General

~~The following Terms and Conditions shall govern the Contract of Sale between Winn-Marion Companies and the Purchaser. These Terms and Conditions shall govern the subject order to the entire exclusion of all other terms and conditions. Any other provisions that are inconsistent with these terms and conditions shall be deemed without force or effect.~~

2. Warranty

Materials and Workmanship

Winn-Marion Companies warrants that the equipment to be supplied under this contract shall be free from defects in workmanship and material for the period stated in the proposal. Should any failure to conform to this warranty arise within this time period, Winn-Marion Companies shall correct such nonconformity by repair or, at its option, by replacement, provided that the equipment has been stored, installed, maintained, and operated in accordance with good industry practice and any specific recommendations of Winn-Marion Companies. All claims must be submitted to Winn-Marion Companies during the period specified herein and during the warranty period or shall be deemed waived by Purchaser. Winn-Marion Companies shall have the right to inspect the defective equipment upon request, or if such is not installed, to have it returned by Purchaser. If it is found that the returned equipment is non-conforming to warranty, Winn-Marion Companies shall reimburse Purchaser for reasonable shipping charges and will return to Purchaser repaired or replaced goods at cost. If said equipment was installed and commissioned by Winn-Marion companies, it will be removed, inspected, repaired or replaced and installed per original agreement. Shall the equipment be found to be within specifications and not the cause of reported malfunctions, purchaser will be deemed responsible for the service cost and will be billed at the standard rate.

Correction of Nonconformities

Correction of nonconformities, whether patent or latent, in the manner and within the time provided above shall constitute the entire liability of Seller with respect to such equipment whether in contract, warranty, tort, strict liability, or otherwise.

WARRANTIES EXCLUSIVE

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXCEPT THAT OF TITLE, WHETHER WRITTEN, ORAL, OR IMPLIED, IN FACT OR IN LAW (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

3. Prices

The contract price includes only the equipment listed and does not include field services or installation of the equipment unless otherwise stated in this Contract. Changes in scope or function may result in additional cost of manufacturing, engineering, or service time. A contract supplement will be required when such changes affect the cost or delivery of the equipment. Winn-Marion Companies will ship prepaid and bill freight charges in addition to contract amount unless other arrangements are made. Advance written request for shipment by Purchaser's preferred carrier or routing will be honored; all charges thereon shall be for Purchaser's account. Payment terms are: **50% deposit to order equipment and the remaining 50% due 30 days after project completion.**

4. Taxes

The amount of any present or future sales, revenue, excise or other taxes applicable to the products listed herein shall be added to the purchase price and shall be paid by the Purchaser, or in lieu thereof the Purchaser shall provide Winn-Marion Companies with a tax exemption certificate acceptable to relevant taxing authorities.

5. Delivery

All scheduled completion dates are estimated. Winn-Marion Companies will use its best efforts to maintain the dates specified; ~~however, Winn-Marion Companies shall not be liable for any delay or failure in the estimated delivery or shipment, or for any damages suffered by reason thereof.~~

6. Force Majeure

Winn-Marion Companies shall not be liable for any loss or damage resulting from delay in the prosecution or completion of the work caused by labor disputes, acts of God, fires, riots, thefts, accidents, inability to obtain necessary labor, materials, components, or fuel, acts of the Government, or any other cause which is beyond the reasonable control of Winn-Marion Companies. Winn-Marion Companies agrees to notify Purchaser if any of these events occur and Purchaser will extend the dates by a period of time equal to the delay experienced and its consequences, if any.

7. Delays

Should Purchaser request a holdup in the prosecution of the work, costs associated with the holdup, if any, shall be for Purchaser's account. Should Purchaser request a delay in shipment once the equipment is ready for shipment, Winn-Marion Companies will arrange for storage at Purchaser's expense. In this event, the date equipment was placed into storage shall be considered the date of delivery, payment shall be made, and title shall transfer accordingly.

8. Contract Documents

~~Any drawings, sketches or other documents furnished by Winn-Marion Companies are strictly for the stated use of Purchaser and/or Owner in the assembly and use of the equipment as covered by the Purchase Order. The information contained in such documents is proprietary to Winn-~~

~~Marion Companies. It is agreed that neither Purchaser nor Owner shall copy, publish or otherwise disseminate such documents or their contents to any other party without the prior written permission of Winn-Marion Companies.~~

9. Returns and Shortages

The Purchaser shall not be entitled to return any equipment shipped to it hereunder, except as permitted by Winn-Marion Companies, and subject to such procedures and to such restocking charges as Winn-Marion Companies may determine, in its sole discretion. Shortages must be reported in writing to Winn-Marion Companies within ten (10) days of receipt of material; otherwise, shipment is presumed to be complete and in accordance with bill of lading and packing list.

10. Limitation of Liability

~~In no event, shall Winn-Marion Companies, its subcontractors or its vendors be liable in contract tort, strict liability, indemnity, warranty or otherwise, for any special, indirect, incidental or consequential damages, such as but not limited to, loss of anticipated profits or revenue, loss of use of system, nonoperation or increased cost of operation of other equipment, cost of capital, cost of purchased or replacement product or power, or claims of customers of Purchaser for loss or damage of any nature whatsoever.~~

~~The liability of Winn-Marion Companies, its subcontractors or vendors with respect to any contract, or anything done in connection therewith, or from the manufacture, sale, delivery, resale, installation or technical direction of installation, repair, replacement or use of any equipment covered by or furnished under this contract, whether in contract, in tort, in warranty, in indemnity and in strict liability, or otherwise, shall not exceed the purchase price paid and the Buyer will indemnify and hold Winn-Marion Companies harmless from any and all liability arising under this contract in excess of said purchase price amount.~~

~~Buyer further agrees to assign Winn-Marion Companies obligation, rights, responsibilities and benefits under this Agreement to Buyer's Customer upon Winn-Marion Companies completion of the Purchase Order. The foregoing does not limit Winn-Marion Companies liability for any injury to, or death of a person, caused by the gross negligence of Winn-Marion Companies. The remedies of the Purchaser set forth in this contract are exclusive.~~

11. Changes in Law

In the event that any federal, state, or municipal law or regulation, as well as design code, or professional standard, is modified or is instituted after the effective date of this contract, and which mandates changes in the equipment to be supplied hereunder, any increase in the cost of labor and material necessary for compliance with these changes, will be for the Purchaser's account. Such changes in the equipment may also result in changes in warranty and delivery.

12. Cancellation

~~Purchaser may terminate this order, in whole or in part, with payment of reasonable charges, based upon expenses incurred and a reasonable profit thereon, and payment of all termination charges or costs due Winn-Marion Companies suppliers.~~

13. Title and Risk of Loss

Title and Risk of Loss shall pass to the Purchaser upon delivery to the carrier unless specified otherwise.

14. Governing Law and Arbitration

~~This Contract, its acceptance, sale of the equipment, and any other matter arising out of the transaction contemplated hereunder shall be governed by the substantive law of the State of Colorado. Any disputes arising under this Contract shall be referred to binding arbitration in Centennial, Colorado, under the commercial arbitration rules of the American Arbitration Association.~~



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.B.1.

TO: THE HONORABLE CITY COUNCIL

DATE: November 18, 2024

SUBJECT: R24-120, A Resolution Authorizing a Loan Agreement Between the City of Arvada and the Arvada Urban Renewal Authority for Loans in the Amount of \$12,000,000.00 to Support Projects in the Ralston Fields Urban Renewal Area (Presenter: Bryan Archer, Director of Finance)

Report in Brief

PRESENTER: Bryan Archer, Director of Finance

The Ralston Fields Urban Renewal Area expires in 2028 and the Arvada Urban Renewal Authority (AURA) is looking to complete several projects in the next few years. In February 2022, the City agreed to loan AURA \$8,000,000 at 3% interest to help finance these projects. Project delays and increased costs due to inflation forced a few of the projects to reconsider. The AURA team, with support from their board, was able to reengage the development community. AURA has asked the City to increase the loan from \$8,000,000 to \$12,000,000 to help close the financing gap on these projects and keep the projects moving forward. The additional \$4,000,000 will be loaned at a 4.5% interest rate. The terms of the new combined loan are for 3 years, with payments commencing in 2025. The City's General Fund currently has over \$85 million dollars in its fund balance and can cash finance this request. The City's current rate of return on its investments is 2.41%.

The Arvada team recommends that the City Council approve R24-120, A Resolution Authorizing a Loan Agreement Between the City of Arvada and the Arvada Urban Renewal Authority for Loans in the Amount of \$12,000,000.00 to Support Projects in the Ralston Fields Urban Renewal Area.

Financial Impact

The loan will be for \$12,000,000 between the City and AURA. The payback will start in 2025 with the final payment being made in 2027 and will be at 3% and 4.5% interest rates. The loan will be paid back with TIF revenues (property tax and sales tax) generated in the Ralston Fields Urban Renewal Area.

Background

The projects are all part of the larger Urban Renewal Plan and include Ralston Commons, Berkeley Homes, the Paseo, Caroline and Ralston Gardens. Successful implementation of these projects supports the City's overall master plan and would help to finish the revitalization of the Ralston Fields Urban Renewal Area.

The City and AURA have a successful history of working together financially, including:

- \$2 million loan to AURA to buy Brooklyn's - now the Hilton Garden Inn
- \$5 million loan to AURA to buy Arvada Square - soon to be Ralston Commons
- \$3.5 million grant to the City to finance the Ralston Road streetscape improvements
- \$1 million loan to City (COVID small business grant) returned with CARES act funding
- \$450,000 grant to the City to finance the historic trolley platform

Discussion

SUBJECT: R24-120, A Resolution Authorizing a Loan Agreement Between the City of Arvada and the Arvada Urban Renewal Authority for Loans in the Amount of \$12,000,000.00 to Support Projects in the Ralston Fields Urban Renewal Area (Presenter: Bryan Archer, Director of Finance)

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ITEM: 8.B.1.

This Loan Agreement has been developed as a transparent and formal instrument to facilitate the borrowing of funds from the City's General Fund to help cash flow to the identified AURA projects. The repayment is over a short period of time, three years, and the funds are secured by future property tax and sales tax TIF revenues. The revenue stream is sufficient to pay back the loan through the specified time period.

The City will receive 3% and 4.5% interest on this investment, greater than the current 2.41% generated through the City's short-term cash investments. The payment schedule is attached. AURA will begin paying back the loan with a payment in 2025 of \$1,000,000, a payment in 2026 of \$4,500,000 and the final payment in 2027 of \$7,750,883.

The Arvada Finance team has evaluated this proposed loan and concluded that this is a mutually beneficial agreement for the City and AURA.

Public Contact

Posting of the City Council agenda

Commission Recommendation

The Arvada Urban Renewal Authority Board is scheduled to consider this request at their November 6 board meeting and is expected to approve.

Strategic Alignment

This action supports the City Council Strategic Result:

Local Economy - Bolster a vibrant local economy by delivering efficient and cost-effective services and support for business in Arvada.

Alternative Courses of Action

The Council could reject this request and then AURA would need to secure a different funding source.

Recommendation for Action

The Arvada team recommends that the City Council approve R24-120, A Resolution Authorizing a Loan Agreement Between the City of Arvada and the Arvada Urban Renewal Authority for Loans in the Amount of \$12,000,000.00 to Support Projects in the Ralston Fields Urban Renewal Area.

Suggested Motion:

I move that R24-120, A Resolution Authorizing a Loan Agreement Between the City of Arvada and the Arvada Urban Renewal Authority for Loans in the Amount of \$12,000,000.00 to Support Projects in the Ralston Fields Urban Renewal Area, be (approved) (rejected).

Prepared by:
Gail Walker, Legal Specialist-Contracts

Reviewed by:

Approved by:

SUBJECT: R24-120, A Resolution Authorizing a Loan Agreement Between the City of Arvada and the Arvada Urban Renewal Authority for Loans in the Amount of \$12,000,000.00 to Support Projects in the Ralston Fields Urban Renewal Area (Presenter: Bryan Archer, Director of Finance)

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Jenna Belec, Executive Assistant	10/22/2024
Bryan Archer, Director of Finance	10/24/2024
Gail Walker, Legal Specialist-Contracts	10/24/2024
Laura Hemler, Assistant City Attorney	10/24/2024
Rachel Morris, City Attorney	11/6/2024
Linda Haley, Acting City Manager	11/6/2024

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R24-120

A RESOLUTION AUTHORIZING A LOAN AGREEMENT BETWEEN THE CITY OF
ARVADA AND THE ARVADA URBAN RENEWAL AUTHORITY FOR LOANS IN THE
AMOUNT OF \$12,000,000.00 TO SUPPORT PROJECTS IN THE RALSTON FIELDS URBAN
RENEWAL AREA

WHEREAS, the Arvada Urban Renewal Authority (“AURA”) will be completing several projects in the Ralston Fields Urban Renewal Area (the “projects”) before the area expires in 2028; and

WHEREAS, to ensure the completion of these projects, AURA needs to borrow against the future revenue of said projects to allow the projects to continue moving forward; and

WHEREAS, on or about February 7, 2022, the Arvada City Council approved a loan agreement (the “2022 Loan Agreement”) where Arvada loaned AURA \$8,000,000.00 for the projects (the “2022 Loan”); and

WHEREAS, the terms of the 2022 Loan have changed and AURA would benefit from an additional \$4,000,000.00 loan to put towards the projects; and

WHEREAS, the total loan amount provided by Arvada to AURA for the projects will now be \$12,000,000.00; and

WHEREAS, as a result of these changes, the 2022 Loan Agreement shall now be superseded by this Loan Agreement Between the City of Arvada and the Arvada Urban Renewal Authority for Loans in the Amount of \$12,000,000.00 to Support Projects in the Ralston Fields Urban Renewal Area.

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 Agreement that 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 18th day of November, 2024.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

BY: _____

**A LOAN AGREEMENT BETWEEN THE CITY OF ARVADA
AND THE ARVADA URBAN RENEWAL AUTHORITY FOR LOANS
IN THE AMOUNT OF \$12,000,000.00 TO SUPPORT PROJECTS IN
THE RALSTON FIELDS URBAN RENEWAL AREA**

1. **PARTIES.** The Parties to this Loan Agreement (the “2024 Loan Agreement”) are the City of Arvada, a Colorado home rule municipal corporation, whose mailing address is 8101 Ralston Road, Arvada, CO 80002 (“Arvada” or “Lender”) and the Arvada Urban Renewal Authority, a corporate and politic under State of Colorado law and governed by a seven member volunteer board appointed by the Mayor of Arvada and approved by the Arvada City Council (“AURA” or “Borrower”). The Parties may be referred to individually as a “Party” and collectively as the “Parties.”

2. **RECITALS AND PURPOSE.**

- 2.1. AURA is responsible for revitalizing urban areas designated throughout the community by creating successful, high-quality projects that will help produce a vibrant cohesive city and enhance the quality of life for the Arvada community.
- 2.2. The Ralston Fields Urban Renewal Area expires in 2028 and AURA is looking to complete several projects in the remaining years. The Ralston Field’s Fund is projected to have \$7,000,000.00 by 2028 following repayment of the loans set forth herein. In order for AURA to support these projects and allow the projects to move forward, AURA needs to borrow against the future revenue of the Ralston Field projects.
- 2.3. In support of AURA and the Ralston Field Projects, Arvada agreed to loan AURA \$8,000,000.00 (the “2022 Loan”). The Parties memorialized the 2022 Loan in a Loan Agreement executed on February 7, 2022. The term of the 2022 Loan is set to expire on March 18, 2025.
- 2.4. Since executing the 2022 Loan Agreement, the Parties have agreed to change the terms of 2022 Loan and Arvada has made a second loan to AURA in the amount of \$4,000,000.00 (the “2024 Loan”) for a total loan amount of \$12,000,000.00 (collectively the “Loans”) which AURA will use to support projects within the Ralston Fields Urban Renewal Area (the “Projects”). The new terms for the 2022 Loan and the additional 2024 Loan have resulted in several changes in the agreement between the Parties. As such, the Parties now wish to execute this new 2024 Loan Agreement, which will supersede the 2022 Loan Agreement and memorialize the terms of the Loans.

3. **AGREEMENT DOCUMENTS AND EXHIBITS.**

- 3.1. Agreement Documents. The Agreement Documents shall consist of this 2024 Loan Agreement together with the following:

Exhibit A: AURA’s Memo to Arvada dated January 12, 2022; and

Exhibit B: Amortization Schedule for the Loans.

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 2024 Loan Agreement requires clarification or is in dispute, or is the subject of a difference of opinion, then the terms of this 2024 Loan Agreement shall control, and then the terms of **Exhibit B**, and then **Exhibit A**, in that order.

4. **ARVADA’S OBLIGATIONS.** Subject to the terms of this 2024 Loan Agreement, Arvada loaned AURA \$8,000,000.00 as the 2022 Loan and \$4,000,000.00 as the 2024 Loan on or about July 8, 2024. AURA shall use the Loans solely to complete the Projects as described in **Exhibit A**. Any Arvada obligations described in this Agreement shall at all times be conditioned upon AURA using the Loans to complete the Projects.

5. **AURA’S OBLIGATIONS.** In consideration of Arvada providing the Loans to complete the Projects, AURA agrees to the following terms and conditions, and shall perform, or have performed certain actions as may be necessary under this 2024 Loan Agreement.

- 5.1. Type of funds. AURA understands and agrees that the Loans constitute loans and not a grant.

- 5.2. Repayment. Subject to Section 7.4, AURA agrees that the Loans are to be repaid in full, including all principal and interest (if any), as set forth in **Exhibit B**. The “Payment Interest” stated in **Exhibit B** shows an interest rate of 3.0% for the 2022 Loan and 4.5% for the 2024 Loan simple annual interest over a period of three years for both Loans commencing July 8, 2024 and ending December 1, 2027. AURA shall make payments to Arvada for each by the deadlines and in the amounts stated below.

2022 Loan (Loan #1 on Exhibit B):

Payment Date	Payment Amount
March 18, 2025	\$750,000.00
March 18, 2026	\$3,000,000.00
March 18, 2027	\$4,952,407.00

2024 Loan (Loan #2 on Exhibit B):

Payment Date	Payment Amount
March 18, 2025	\$250,000.00
March 18, 2026	\$1,500,000.00
March 18, 2027	\$2,798,476.00

- 5.3. Prepayment. AURA may, at any time and without penalty, prepay all or any

portion of the principal balance of the Loans. Arvada will first apply any such prepayment to any accrued and unpaid interest, and then to the principal amount of the Loans. In the event of any prepayments, AURA is still obligated to make any subsequent payments in accordance with the deadlines set forth above unless AURA prepays the entire principal amount for the Loans and any accrued interest. Upon any prepayment, Arvada will provide AURA with an updated version of **Exhibit B**, which shall be automatically incorporated into this 2024 Loan Agreement upon Arvada's issuance. Should Arvada issue such updated **Exhibit B**, AURA will be required to pay in accordance with the updated version as if the updated version is incorporated into Section 5.2. Any updated version of **Exhibit B** will not amend any other terms of this 2024 Loan Agreement.

- 5.4. Repayment source and failure to repay. AURA shall utilize property tax receipts to repay the Loans before applying other sources of revenue. In the event AURA shall, for any reason, fail to make a payment by a deadline set forth in Section 5.2, Arvada shall have the right to receive from AURA, any revenues or reserves held by Arvada for the benefit of AURA's enterprise in payment of the Loans, or any portion thereof that is currently owed but not paid. If AURA fails to repay the Loans in full by any agreed upon deadlines memorialized in this 2024 Loan Agreement, AURA hereby consents and assigns to Arvada, upon demand, all rights, titles, and interest to all accounts, inventories, receipts, and revenue due to, or held by, or held for the benefit of AURA.
 - 5.5. Costs and expenses. AURA shall be responsible for paying all costs or expenses associated with obtaining and maintaining the Loans. Such costs or expenses shall not be debited to the Loans. The Loans may not be pledged for security of any other loan, debt, expense, or obligation of AURA, and shall not be otherwise expended or hypothecated by AURA for any other purpose.
 - 5.6. Purpose of the Loans. AURA expressly acknowledges and agrees that Arvada authorized the Loans solely so AURA could facilitate the completion of the Projects. AURA agrees to not to use the Loans for any purpose other than completing the Projects. Use of the Loans for any other purpose without Arvada's prior express written consent, which may be granted or withheld in Arvada's sole and exclusive discretion, shall be a material breach of this 2024 Loan Agreement.
 - 5.7. Recordkeeping. AURA shall at all times make all records, ledgers, books, accounts, or other documents concerning the Loans or its balance, regardless of the form of the document, available for Arvada's inspection at reasonable times upon Arvada's request. AURA shall cooperate with Arvada with such request. If necessary, AURA shall procure permission for Arvada to access AURA's bank to verify any information related to the Loans.
6. **NO THIRD PARTY OBLIGATIONS.** By entering into this 2024 Loan Agreement, Arvada does not assume any obligation of AURA to any third party, including but not limited to, any term, condition, covenant, duty, or obligation set forth in any contract, certificates of participation, commercial loan, or any other debt or obligation of AURA to

which Arvada has not expressly consented in writing.

7. TERM AND TERMINATION.

- 7.1. Effective date. This 2024 Loan Agreement will become effective and binding on both Parties upon its execution by Arvada.
- 7.2. Term and renewal of the 2024 Loan Agreement. The term of this 2024 Loan Agreement shall remain in effect until Arvada receives full repayment of the Loans, including any interest, from AURA. Upon Arvada's receipt of full repayment of the Loans, this 2024 Loan Agreement will automatically terminate. In the event the 2024 Loan Agreement automatically terminates under this Section but AURA is in default of the 2024 Agreement, Arvada may extend the term, in writing, for a reasonable time as determined by Arvada, for AURA to cure any event of default or non-payment.
- 7.3. Term of the Loans. The term of the 2022 Loan and the 2024 Loan are set forth in **Exhibit B** (the "Original Term").
 - 7.3.1. The Parties may agree to extend the Original Term on an annual basis for no more than four, additional one-year terms (each an "Extended Term") provided the Parties agree to such extension through amendment to this 2024 Loan Agreement not less than 30 calendar days prior to the last date of the Original Term. If the Parties do not agree to an extension of the Original Term, AURA shall remit payment in full, including interest, to Arvada without demand within five business days of the expiration of the Original Term.
 - 7.3.2. Upon the expiration of any single Extended Term, if the Parties have not agreed to an additional Renewal Term or the Parties have reached the maximum four Renewal Terms under Section 4.3.1, AURA shall remit payment in full, including interest, to Arvada without demand within five business days of the expiration of the then-current Renewal Term.
- 7.4. Termination for funds no longer needed. Notwithstanding the above, if AURA determines any portions of the Loans are no longer needed to finish the Projects, AURA shall notify Arvada in writing within five business days of determining the Loans, or portions thereof, are no longer required. Arvada may then terminate this 2024 Loan Agreement, and AURA shall repay the amounts of the Loans used to Arvada within five business days of the termination date established by Arvada.
- 7.5. Arvada's termination for breach. In the event AURA breaches this 2024 Loan Agreement, Arvada shall have the right to terminate this 2024 Loan Agreement and the repayment of the Loans shall become due and payable in full, including interest, immediately, and without demand by Arvada.
- 7.6. Interest on full amount. If AURA fails to repay the full amount of the Loans due as a result of expiration of terms of the Loans under Sections 4.3.1 or 4.3.2 or due

to Arvada's termination for breach under Section 4.4., AURA shall pay interest on the unpaid amount at a rate of 8% per annum, compounded annual, until paid in full.

8. **TERMS AND CONDITIONS IN AGREEMENT DOCUMENTS.** AURA affirms that it has read and is familiar with all of the Agreement Documents and agrees to be bound by any terms included therein.
9. **TERMINATION OF THE 2022 LOAN AGREEMENT.** Upon the Effective Date stated in Section 7.1, the Parties agree to mutually terminate the 2022 Loan Agreement and further agree that this 2024 Loan Agreement supersedes the 2022 Loan Agreement and any other prior agreements, written or oral, related to the Loans.
10. **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.
11. **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.
12. **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.
13. **BINDING EFFECT.** This 2024 Loan Agreement shall inure to the benefit of, and be binding upon, the Parties, their respective legal representatives, successors, heirs, and assigns; provided however that nothing in this Section shall be construed to permit the assignment of this 2024 Loan Agreement except as otherwise expressly authorized herein.
14. **NO THIRD-PARTY BENEFICIARIES.** The Parties understand and agree that enforcement of the terms and conditions of this 2024 Loan Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this 2024 Loan Agreement shall give or allow any such claim or right of action to any other third party on this 2024 Loan Agreement. It is the intention of the Parties that any person other than the Parties receiving services or benefits under this 2024 Loan Agreement, or seeking payment from the proceeds of the Loans, shall be deemed to be an incidental beneficiary only.
15. **ASSIGNMENTS.** This 2024 Loan Agreement shall not be assigned by AURA without Arvada's prior written consent, with may be granted or denied in Arvada's absolute discretion. AURA may not hypothecate, lend, or otherwise pledge any of the Loans to any

other lender for any purpose, including but not limited to, as collateral for AURA's performance under any other contract or financial obligation without Arvada's prior written consent.

16. **GOVERNING LAW AND VENUE.** This 2024 Loan Agreement shall be governed by the laws of the State of Colorado without reference to its conflict of laws principles. Venue for any action arising under this 2024 Loan Agreement or for the enforcement of this 2024 Loan Agreement shall be in the appropriate court for Jefferson County, Colorado.
17. **ARVADA NOT A PARTNER.** The Parties agree that by Arvada making the Loans to AURA, Arvada is not a guarantor of AURA's performance, is not assuming any debt or obligation of AURA, and is not creating a partnership or joint venture with AURA. Nothing herein shall be deemed to be, or be construed as, a guarantee by Arvada of any debt or obligation of AURA. AURA shall not make any representation on behalf of Arvada, except as expressly authorized herein.
18. **NO ELECTION REQUIRED.** The Parties acknowledge that according to the decision of the Colorado Court of Appeals in *Olson v. City of Golden*, 53 P.3d 747 (2002), an urban renewal authority is not a local government and therefore is not subject to the provisions of Article X, Section 20 of the Colorado Constitution. Accordingly, AURA may enter into this 2024 Loan Agreement in accordance with its provisions without any form of electoral authorization, and such repayment obligations are therefore not subject to annual appropriation.
19. **ATTORNEY'S FEES.** If either Party breaches this 2024 Loan Agreement, the breaching party shall pay all of the prevailing party's reasonable attorney's fees and costs in enforcing this 2024 Loan Agreement.
20. **WAIVER OF BREACH.** A waiver by any Party of the breach of any term or provision in this 2024 Loan Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.
21. **BINDING AUTHORITY.** AURA represents and affirms that the signature page hereof accurately states the full legal name of AURA (whether as a corporation, partnership, limited liability company, sole proprietorship, or other), contains all requisite signature(s) on behalf of AURA, and in all other respects is effective to bind AURA, in accordance with all applicable statutes, regulations, resolutions, rules, bylaws, agreements, or similar sources of authority or limitation. This 2024 Loan 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.

The rest of this page is intentionally left blank.

DATED this _____ day of _____, 2024.

CITY OF ARVADA, a Colorado home
rule municipal corporation

Lauren Simpson, Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

**ARVADA URBAN RENEWAL
AUTHORITY**

Paul Bunyard, AURA Chair



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.B.2.

TO: THE HONORABLE CITY COUNCIL

DATE: November 18, 2024

SUBJECT: R24-121, A Resolution Authorizing an Intergovernmental Agreement between the City of Edgewater and the City of Arvada for the Secondment of an Arvada Employee to the Edgewater Police Department (Presenter: Aaron Jacks, Sr. Asst. City Attorney)

Report in Brief

PRESENTER: Sr. Asst. City Attorney Aaron Jacks

The City of Edgewater is in need of an interim Chief of Police upon the December 1st departure of its current Chief. Chief Brady has discussed with Interim City Manager Linda Haley and Edgewater City Manager Dan Maples that the Arvada Police Department (APD) is willing to "second" APD Commander Melanie Thornton to the Edgewater Police Department (EPD) as its interim Chief of Police until April 1, 2025, or until Edgewater hires its new Chief, whichever occurs first.

This is an intergovernmental agreement that requires City Council approval by resolution pursuant to Arvada City Code Sec. 2-2: The Policy for Adoption of Intergovernmental Agreements.

The Arvada team recommends that the City Council approve R24-121, A Resolution Authorizing an Intergovernmental Agreement between the City of Edgewater and the City of Arvada for the Secondment of an Arvada Employee to the Edgewater Police Department.

Financial Impact

This agreement has no direct financial impact to the City. Edgewater will reimburse the City for Commander Thornton's salary during the secondment.

Background

The City has occasionally assisted other governmental agencies by providing the services of Arvada employees to them on a secondment basis, essentially "loaning" the services of the employee for a limited time. By way of example, in 2017 the City seconded an APD communications manager to assist Jeffcom when that agency was first established, and in 2018 the City seconded the services of then-Deputy City Manager Bill Ray to the JPPHA.

Here, the APD will second Commander Thornton to serve as Edgewater's interim Chief until April 1, 2025, or until Edgewater hires its new chief, whichever occurs first. Edgewater will reimburse the City for Commander Thornton's salary during the secondment. Edgewater will bear all costs related to Commander Thornton's service to them, such as equipment and vehicle costs, fuel, etc. Edgewater will fully indemnify and defend Commander Thornton for any liabilities arising from her service as the EPD's interim Chief.

Discussion

As Council is aware, Chief Brady and the APD work closely with Denver-area law enforcement agencies on a variety of matters that mutually benefit area communities. The EPD is in need of a command-level police executive to lead the department until such time as it identifies and hires a replacement for its outgoing Chief of Police. Chief Brady has determined that the APD is able to offer Commander Thornton to serve as interim Chief of Police for the EPD. The EPD will benefit from

SUBJECT: R24-121, A Resolution Authorizing an Intergovernmental Agreement between the City of Edgewater and the City of Arvada for the Secondment of an Arvada Employee to the Edgewater Police Department (Presenter: Aaron Jacks, Sr. Asst. City Attorney)

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Commander Thornton's nine years of experience serving the APD as a patrol, administration, and investigations bureau commander, while providing Commander Thornton with experience as the chief executive of law enforcement agency.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

NA

Strategic Alignment

This agreement aligns with the City's public safety goals generally by providing Commander Thornton invaluable leadership experience as a chief executive, while assisting a neighboring community.

Alternative Courses of Action

na

Recommendation for Action

The Arvada team recommends that the City Council approve R24-121, A Resolution Authorizing an Intergovernmental Agreement between the City of Edgewater and the City of Arvada for the Secondment of an Arvada Employee to the Edgewater Police Department.

Suggested Motion:

I move that R24-121, A Resolution Authorizing an Intergovernmental Agreement between the City of Edgewater and the City of Arvada for the Secondment of an Arvada Employee to the Edgewater Police Department, be (approved) (rejected).

Prepared by:
Aaron Jacks, Assistant City Attorney

Reviewed by:

Approved by:

Aaron Jacks, Assistant City Attorney	10/28/2024
Edward Brady, Police Chief	10/28/2024
Rachel Morris, City Attorney	11/6/2024
Linda Haley, Acting City Manager	11/6/2024

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R24-121

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF EDGEWATER AND THE CITY OF ARVADA FOR THE SECONDMENT OF
AN ARVADA EMPLOYEE TO THE CITY OF EDGEWATER POLICE DEPARTMENT

WHEREAS, City of Edgewater (“Edgewater”) and City of Arvada (“Arvada”) are each home rule municipal corporations of the State of Colorado; and

WHEREAS, Edgewater operates the Edgewater Police Department (“EPD”) and the Arvada operates the Arvada Police Department (“APD”); and

WHEREAS, The EPD provides law enforcement services in Edgewater’s jurisdiction; and

WHEREAS, the position of EPD Chief of Police is vacant, and Edgewater is in need of an Interim Chief of Police with police command experience until it fills such vacancy; and

WHEREAS, Melanie Thornton (“Employee”) is employed by Arvada as a peace officer with 24 years experience, including nine years at the rank of Police Commander; and

WHEREAS, Arvada and Edgewater deem it necessary and beneficial to each of them that Employee be seconded to Edgewater to serve as its Interim Chief of Police in order for Edgewater to benefit from Employee’s expertise, and for Employee to benefit from the experience of serving as the EPD Interim Chief of Police; and

WHEREAS, Article XIV, Section 18(2)(a) of the Colorado Constitution and Part 2, Article 1, Title 29, C.R.S., encourage and authorize governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each.

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 between the City of Edgewater and the City of Arvada for the Secondment of an Arvada Employee to the City of Edgewater Police Department, that 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 18th day of November, 2024.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

BY: _____

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF
EDGEWATER AND THE CITY OF ARVADA FOR THE SECONDMENT OF AN
ARVADA EMPLOYEE TO THE EDGEWATER POLICE DEPARTMENT**

This Intergovernmental Agreement for the Secondment of an Arvada Employee to the Edgewater Police Department (this “Secondment”) is made and entered effective as of December 2, 2024 (the “Effective Date”) by and between the City of Edgewater (“Edgewater”), and the City of Arvada (“Arvada”). Edgewater and Arvada may hereinafter be referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, Edgewater and Arvada are each home rule municipal corporations of the State of Colorado; and

WHEREAS, Edgewater operates the Edgewater Police Department (“EPD”) and the Arvada operates the Arvada Police Department (“APD”); and

WHEREAS, The EPD provides law enforcement services in Edgewater’s jurisdiction; and

WHEREAS, the position of EPD Chief of Police is vacant, and Edgewater is in need of an Interim Chief of Police with police command experience until it fills such vacancy; and

WHEREAS, Melanie Thornton (“Employee”) is employed by Arvada as a peace officer with 24 years experience, including nine years at the rank of Police Commander; and

WHEREAS, Arvada and Edgewater deem it necessary and beneficial to each of them that Employee be seconded to Edgewater to serve as its Interim Chief of Police in order for Edgewater to benefit from Employee’s expertise, and for Employee to benefit from the experience of serving as the EPD Interim Chief of Police; and

WHEREAS, pursuant to the terms and conditions set forth herein, Arvada is ready, willing and able to assign and to second to Edgewater the Employee as Interim Chief of Police to assist Edgewater in operating its police department; and

WHEREAS, Article XIV, Section 18(2)(a) of the Colorado Constitution and Part 2, Article 1, Title 29, C.R.S., encourage and authorize governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each.

NOW, THEREFORE, in consideration of the foregoing, and in consideration of the premises and promises, terms and conditions set forth below, it is hereby agreed as follows:

1. **Secondment Period.** The period of secondment shall commence on, and this Secondment shall be effective from December 2, 2024, and shall terminate on April 1, 2025, or automatically upon the date of hire of the new EPD Chief of Police, whichever occurs first, subject to the earlier termination of this Secondment based on the conditions set out herein (the “Secondment Period”). In the event Edgewater has not hired its new chief of police on or before the termination date, the Parties may agree to renew the term of this Secondment for successive one-month periods (each a “Renewal Period”) until this

Secondment is terminated by written agreement of the Parties or pursuant to the termination provisions set forth in Section 12.

2. Terms of Secondment.

(a) Arvada agrees to provide Employee's services to Edgewater on a secondment basis, for the duration of the Secondment Period and any Renewal Period, to act in the capacity of Interim Chief of Police for the Edgewater Police Department. Edgewater shall provide a job description for the position to both Employee and Arvada.

(b) Arvada will supply the services of Employee for 40 hours per week. In addition to the standard hours, Employee may be required to work at other times as may be necessary for the proper performance of the duties of Interim Chief of Police. Employee will be expected to work at the Edgewater Police Department and such other locations as may be reasonably required by Edgewater.

(c) Employee will report to the Edgewater City Manager. Any day-to-day direction and supervision of the Employee shall be the exclusive responsibility of the Edgewater City Manager.

(d) Edgewater will submit reports on the performance or conduct of the Employee as reasonably requested by Arvada.

(e) Edgewater will be responsible for providing Arvada with all relevant information to enable Arvada to pay Employee correctly (including but not limited to absences for sickness, vacation, etc.).

(f) Employee shall not be deemed to be an employee of Edgewater by virtue of this Secondment. Employee shall not be entitled to any salary, benefits, or worker's compensation insurance from Edgewater.

3. Employee's Status.

(a) Employee shall remain an employee of Arvada throughout the Secondment Period or any Renewal Period. Employee shall be restored to Employee's prior position with Arvada upon termination of this Secondment.

(b) All terms and conditions that are applicable to Arvada's employees generally, and as may, from time to time, be amended or modified, remain applicable to Employee. Any variation to the Employee's terms of employment that may bind Edgewater, including but not limited to salary and benefits, will be negotiated between Arvada and Edgewater, and shall require approval by both Arvada and Edgewater. Approval may not be unreasonably withheld, delayed, or conditioned by either Party.

(c) During the Secondment Period or any Renewal Period, Employee shall have no responsibility to provide services to Arvada, except as reasonably

requested by Arvada to provide advice and answer questions as needed in relation to the Employee's prior work as an Arvada Police Commander, and provided such assistance does not unreasonably interfere with Employee's duties to Edgewater.

4. Discipline.

(a) Generally. Any disciplinary action against Employee shall be addressed by Arvada in accordance with Arvada's regular disciplinary procedures in cooperation with Edgewater. Edgewater agrees to report to Arvada, at the earliest possible opportunity, any grievances raised by or on behalf of the Employee, and any matters which Edgewater believes may require disciplinary action against Employee.

(b) Cooperation. The Parties will cooperate in the administration of either Party's policies, procedures, and personnel rules as they pertain to Employee. The Parties will cooperate in the investigation of any alleged violation by Employee of either Party's policies, procedures, or personnel rules, and in the administration of discipline by Arvada.

(c) Edgewater Policies. Notwithstanding any provision in this Agreement to the contrary, the Employee is, at all times while on the premises of Edgewater or serving as the EPD Interim Chief of Police subject to Edgewater's policies, procedures, and personnel rules, and Edgewater will assist Arvada in ensuring Employee's compliance therewith.

5. Salary and Benefits.

(a) During the Secondment Period or any Renewal Period, Arvada shall continue to be responsible for the payment of the Employee's salary and any allowances. Arvada shall provide workers' compensation insurance for Employee, shall provide any and all benefits to the Employee, and make any deductions that it is required to make from the Employee's salary and other payments in accordance with Arvada's policies and all laws applicable to Arvada.

(b) Edgewater shall reimburse Arvada the amount of all salary costs properly and reasonably incurred by Arvada in the Employee's course of performing services for Edgewater pursuant to this Agreement. Arvada will submit an invoice to Edgewater for Employee's services no less frequently than once per month. Edgewater will pay the amount shown on the invoice to Arvada within thirty days of the date of the invoice.

(c) For Edgewater's planning purposes, Employee's current monthly salary is \$14,135.92. Employee will receive a 3% salary increase at the end of December, at which time Employee's monthly salary will be \$14,560.00 for the remainder of the Secondment Period.

(d) The Parties will reasonably cooperate to pro-rate Employee's monthly salary reimbursement to Arvada in the event this Secondment is terminated before the end of the Secondment Period.

6. **Leave, Sick or Other Absence.** Employee will continue to be eligible for leave, holidays and paid time off pursuant to the terms and conditions established by Arvada's policies; however, Employee's use of any leave, holidays, or paid time off is subject to the approval of the Edgewater City Manager.

7. **Health and Safety.** During the Secondment Period or any Renewal Period, Employee shall comply with Edgewater instructions regarding security, safety, health, and welfare at work. Edgewater will comply with any reasonable requests by Arvada for information relating to the health and safety of Employee during the Secondment Period or any Renewal Period.

8. **Insurance, Indemnification, and Litigation.**

(a) Employee as Peace Officer. The Parties agree that Employee is a peace officer as defined in C.R.S. § 24-31-901. The Parties further agree that the work performed by Employee for Edgewater will be work performed as a certified peace officer for the City of Edgewater.

(b) Liability Insurance. Edgewater represents and warrants that it is insured for any and all liabilities and resulting claims that may be asserted against it related to EPD operations. Edgewater represents that its insurer will insure Employee as the EPD Interim Chief of Police as it would any regular Edgewater employee. In the event that Edgewater's insurance policy or policies do not insure or indemnify Employee, or fails to insure or indemnify Employee, Edgewater agrees that it will assume all insurance and indemnification responsibilities related to Employee as the EPD Interim Chief of Police.

(c) Edgewater to Indemnify Employee for Law Enforcement Actions. Colorado C.R.S. § 13-21-131 requires that a peace officer's employer insure and indemnify a peace officer in its employment. Edgewater agrees to indemnify and insure Employee for any and all: lawsuits; claims; allegations of misconduct by Employee or any member of the EPD; or other legal actions whatsoever that may arise out of Employee's duties, actions, decisions, or otherwise in connection with her role as a peace officer during the period of secondment to Edgewater as required by C.R.S. § 13-21-131. This includes, but is not limited to, any actions brought against Employee pursuant to Colorado or Federal (United States) Law as a result of Employee's capacity and role as a peace officer.

(d) Edgewater to Indemnify Employee as an Edgewater Employee. Edgewater agrees to indemnify and insure Employee for any and all lawsuits, claims, allegations of misconduct, or other legal actions whatsoever that may arise out of Employee's role as its Interim Police Chief as it would as any other Edgewater employee, and as required by Colorado and Federal law.

(e) Arvada to Indemnify Employee as an Arvada Employee. Arvada agrees to indemnify and insure Employee for any and all lawsuits, claims, allegations of misconduct, or other legal actions whatsoever that may arise out of Employee's role as an APD Police Commander as it would as any other Arvada employee, and as required by Colorado and Federal law.

(f) Legal Representation. In the event that Employee is named as a party in any legal action that arises from Employee's official role as a peace officer for Edgewater during the period of this Secondment, Edgewater shall notify Arvada of such legal action no later than seven days after the date of service. Arvada reserves the right to enter and represent Employee in any such legal action upon written notice to Edgewater. In the event that Arvada exercises its right to represent Employee, Edgewater shall cooperate with and provide Arvada access to any and all discovery, materials, documents, evidence (tangible or otherwise), photographs, videos, recordings, or any other materials necessary to properly represent Employee.

(g) Costs of Legal Representation. In the event that legal services are necessary to defend and indemnify Employee pursuant to this Agreement, Edgewater shall bear those costs. In the event that Arvada exercises its right to represent Employee, Edgewater shall reimburse Arvada for any and all costs for legal representation. This shall include costs accrued by Arvada through duly contracted and authorized outside counsel. Arvada will bear its own costs for attorney's fees from Arvada's in-house counsel. Any costs or fees that may be incurred by the hiring of outside counsel shall be the sole responsibility of Edgewater. Arvada has the authority to hire outside counsel of Arvada's choosing.

(h) Costs of Legal Representation, Defined. Costs of legal representation include, but are not limited to: attorney's fees from the Arvada's contracted outside counsel, Edgewater's contracted outside counsel, and any outside counsel retained to represent Employee in her personal or official capacity; litigation expenses; travel expenses; expert fees; filing fees; support staff fees; and any and all other expenses or fees that may arise during the course of litigation.

(i) Service of Process. Edgewater shall not waive service of process on behalf of Arvada, or accept service of process on behalf of Arvada.

(j) Cooperation in settlements. In the event Edgewater or its insurer intends to settle any claim in which Employee is named in her personal or official capacity as the EPD interim Chief of Police, Edgewater will timely notify and confer with Arvada as to the terms of any such settlement as it relates to Employee. Edgewater is prohibited from settling any claim in a manner that admits liability or fault of Employee, or which could be construed to adversely impact Employee's ability to serve as an Arvada peace officer or Employee's Colorado POST certification.

(k) Survival. All the obligations outlined in this Section 8 shall survive the termination of this Secondment.

9. Equipment; costs.

(a) Generally. The Parties agree that, in Employee's capacity as a peace officer and Interim Chief of Police for Edgewater, Employee must have certain equipment to perform Employee's essential duties. Edgewater will provide Employee with all equipment, including any training related to the use of such equipment, necessary and reasonable for Employee to perform Employee's duties. Such equipment includes, but is not limited to: EPD body worn camera equipment, EPD uniform clothing, emblems, insignia, and related cleaning, a fully equipped EPD patrol vehicle including all fuel, maintenance, etc., and any other computer, office, or other equipment whatsoever that is customarily used or available for use by EPD personnel or employees of Edgewater.

(b) Equipment costs. All Employee equipment costs shall be the responsibility of Edgewater. Should Arvada need to purchase any equipment that is necessary and reasonable for Employee to perform Employee's role as a peace officer for the City of Edgewater, Edgewater shall reimburse Arvada.

(c) Arvada-issued and personally owned equipment. Nothing in this Secondment prevents Employee from utilizing equipment issued by Arvada or personally owned by Employee; so long as such equipment is in compliance with applicable Edgewater and Arvada policies. By way of example, Employee will carry her personally owned firearm(s), and may wear Arvada-issued body armor, leather gear, and tailored uniform clothing.

10. Responsibilities Related to EPD Criminal Cases. Both EPD and the APD perform criminal investigation services in their respective jurisdictions. Nothing in this Secondment creates any obligation for APD to provide emergency services to Edgewater. This Secondment does not create any responsibility or obligation on the part of APD as it relates to criminal cases arising out of Edgewater including, but not limited to, investigation of criminal cases in Edgewater; filing of criminal cases in Edgewater; discovery obligations under both Colorado and Federal Law for cases handled and filed by EPD.

11. Confidentiality. All work completed by Employee in the scope of her duties as Interim Chief of Police during the Secondment Period or any Renewal Period shall remain the property of Edgewater. To the extent either Party comes into possession of information relating to the other Party as a result of this Secondment, the receiving Party will ensure that all information relating to the other Party received or obtained by the Employee during the Secondment Period or any Renewal Period shall be kept confidential and used by the Employee solely for the purposes related to this Secondment. Neither Party will disclose such information to any other individual or entity without the prior written consent of the other Party. All obligations outlined in this Section 11 shall survive the termination of this Secondment, but shall not apply to information which is considered a public record under the Colorado Open Records Act, §24-72-201, *et seq.*, C.R.S.

12. **Termination.**

(a) Except as otherwise specifically provided herein, either Party may terminate this Agreement for its convenience, upon fourteen days' notice to the other Party. The Parties may also terminate this Agreement at any time by mutual, written agreement.

(b) If Edgewater alleges that the Employee has breached her duties as Interim Chief of Police, this Secondment, or Edgewater's policies, Edgewater may suspend or terminate this Secondment upon seven days' notice to Arvada. Such notice must be in writing and must contain specific information about the circumstances of the alleged breach. Arvada shall be entitled to rely upon Edgewater statements in such circumstance and shall have no obligation to investigate or otherwise ascertain the factual basis of any allegation. Any allegation made in such circumstance shall be deemed solely those of Edgewater in the event of any dispute with Employee arising from termination of this Secondment under this Section 12(b).

(c) Either Party may terminate this Secondment due to a default or breach by the other Party. Each and every term and condition hereof shall be deemed to be a material element of this Secondment. In the event either Party should fail or refuse to perform according to the terms of this Secondment, such Party may be declared in default. In the event a Party declares a default by the other Party, such defaulting Party shall be allowed a period of ten days within which to cure said default. In the event the default remains uncorrected, the Party declaring default may elect to (a) terminate the Agreement; (b) treat the Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity. If the non-defaulting Party commences legal or equitable actions against the defaulting Party, the defaulting Party shall be liable to the non-defaulting Party for the non-defaulting Party's reasonable attorney fees and costs incurred because of the default.

(d) Edgewater shall remain responsible for payment of any Employee salary costs or expenses incurred by Arvada under this Agreement prior to its termination and irrespective of the actual date of termination. This provision shall survive termination of this Secondment.

13. **Subject to Annual Appropriations.** The obligations of the Parties contained herein are subject to annual appropriation by their governing bodies of sufficient funds to carry out their respective obligations hereunder.

14. **General Provisions.**

(a) Special Damages. Under no circumstances shall either Party be liable to the other Party for special, punitive, indirect or consequential damages arising out of or in connection with this Secondment, including without limitation lost profits, loss of use, or loss of opportunity.

(b) Waiver. The waiver by either Party of any breach by the other of any term, covenant or condition contained in this Secondment shall not be deemed to be a waiver of any subsequent breach of the same or other term, covenant, or condition.

(c) Governing Law. This Secondment shall be governed exclusively by the laws of the State of Colorado.

(d) Venue. Venue for any dispute between the Parties arising out of or relating to this Secondment shall be in the State of Colorado District Court for Jefferson County, Colorado.

(e) Amendments. This Secondment may be amended at any time by written agreement of the Parties.

(f) Compliance with All Laws. The Parties shall comply with all federal, state and local laws, rules, regulations and ordinances applicable to the performance of this Secondment.

(g) Notices. All notices which are required or which may be given under this Secondment shall be effective when delivered in person, electronically served (email), or mailed via registered or certified mail, postage prepaid and sent to the address set forth on each signature page attached hereto, unless another address is certified to the other Party.

(h) Assignment. The Parties may not assign any rights or delegate any duties under this Secondment, whether by assignment, subcontract or other means. Any such attempted assignment or delegation shall be void and shall constitute a breach of this Secondment.

(i) Entire Agreement. This Secondment constitutes the entire agreement between the Parties. There are no understandings or agreements between the Parties other than those set forth in this Secondment. No other statement, representation or promise has been made to induce the Parties to enter into this Secondment.

(j) Severability. The invalidity or unenforceability of any particular term or provision of this Secondment shall not affect the validity or enforceability of any other term or provision and this Secondment shall be construed in all respects as if such invalid or unenforceable term or provision was omitted.

(k) Counterparts; Electronic Signatures. This Secondment may be executed in two counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101, *et seq.*, C.R.S. This Secondment and any other documents requiring a signature may be signed electronically by either Party. The Parties agree not to deny the legal

effect or enforceability of this Secondment, solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Secondment in the form of an electronic record, a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature on the grounds that it is an electronic record or an electronic signature or that it is not in its original form or is not an original.

(l) No Joint Venture or Partnership. It is understood and agreed that this Secondment is solely for the benefit of the Parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Secondment.

(m) No Third-Party Beneficiaries. The Parties to this Secondment do not intend to benefit any person, including but not limited to Employee, not a party to this Secondment. No person or entity, other than the Parties to this Secondment, shall have any right, legal or equitable, to enforce any provision of this Secondment.

(n) Section Headings. The section headings in this Secondment are inserted for convenience and are not intended to indicate completely or accurately the contents of the sections they introduce, and shall have no bearing on the construction of the sections they introduce.

(o) Governmental Immunity. Notwithstanding any other provision of this Secondment, nothing herein shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. Each Party hereto shall be responsible for its own negligence and that of its agents and employees in the performance of this Secondment. If either Party is given notice of claim or suit against or involving the other arising from the actions to be performed hereunder, it agrees to give the other Party prompt written notice of such claim or suit.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Intergovernmental Agreement between the City of Edgewater and the City of Arvada for the Secondment of an Arvada Employee to the Edgewater Police Department to be executed on the dates below.

CITY OF ARVADA

Lauren Simpson, Mayor

Date: _____

8101 Ralston Road

Arvada, CO 80002

lsimpson@arvada.org

ATTEST:

Kristen Rush, City Clerk

kristen@arvada.org

APPROVED AS TO FORM:

Rachel Morris, City Attorney

By: _____

Sr. Asst. City Attorney

ajacks@arvada.org

CITY OF EDGEWATER

Steve Conklin, Mayor

Date: _____

1800 Harlan St.

Edgewater, CO 80214

sconklin@edgewaterco.com

ATTEST:

Lenore Pedroza, City Clerk

lpedroza@edgewaterco.com

APPROVED AS TO FORM:

Carmen Beery, City Attorney

cbeery@mdbrlaw.com



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.B.3.

TO: THE HONORABLE CITY COUNCIL

DATE: November 18, 2024

SUBJECT: R24-122, A Resolution Adopting Policy No. 100.3 - Council Vacancies Into the City Council Policy Manual (Presenter: Rachel Morris, City Attorney)

Report in Brief

PRESENTER: Rachel Morris, City Attorney.

Section 4.6 of the Arvada City Charter establishes the circumstances under which a vacancy on the Arvada City Council may occur and the timeline for filling a vacancy. This Policy No. 100.3 pertaining to Council Vacancies adds a policy to the City Council Policy Manual to establish a process for filling a vacancy on the City Council. No current policy or formalized process for filling a vacancy on the City Council currently exists.

The Arvada team recommends that the City Council approve R24-122, A Resolution Adopting Policy No. 100.3 - Council Vacancies Into the City Council Policy Manual.

Financial Impact

There is no financial impact to the City associated with this item.

Background

Section 4.6 of the Arvada City Charter states that a vacancy on the City Council occurs in the following circumstances: a councilmember is recalled, dies, becomes incapacitated, resigns, is convicted of a felony, ceases to be a resident of the City or resident of their appointed district (if elected from a district), or a councilmember fails to attend three consecutive regular City Council meetings. When a vacancy is created in these circumstances, the remaining councilmembers have 45 days to fill the vacancy. Section 4.6 then sets forth a few other parameters pertaining to filling a vacancy.

Discussion

While the Arvada City Council has filled Council vacancies in the past, no policy or formalized process for filling a vacancy currently exists. The City Council now wishes to establish a formal process for filling Council vacancies and memorialize the process within the City Council Policy Manual. This Policy No. 100.3 - Council Vacancies (the "Policy") memorializes this process while operating within the parameters established by Section 4.6 of the Arvada City Charter. To summarize, the Policy establishes the following:

- The circumstances when the City Clerk may declare a vacancy,
- The circumstances when the City Council may declare a vacancy,
- Requirements relating to the prohibition on holding simultaneous elective office under Section 4.3.4 of the Arvada City Charter,
- The process for filling a general councilmember's vacancy,
- The process for filling a mayoral vacancy, and
- The form for posting a Council vacancy and scoring applicants for a Council vacancy.

Public Contact

The City Council conducted a study session on October 7, 2024 and posted the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

Consideration of a City Council Policy pertaining to Council Vacancies aligns with the Organizational and Service Effectiveness Priority Area of the City Council Strategic Plan.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R24-122, A Resolution Adopting Policy No. 100.3 - Council Vacancies Into the City Council Policy Manual.

Suggested Motion:

R24-122, A Resolution Adopting Policy No. 100.3 - Council Vacancies Into the City Council Policy Manual, be (approved) (rejected).

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Rachel Morris, City Attorney 11/7/2024

Linda Haley, Acting City Manager 11/7/2024

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R24-122

A RESOLUTION ADOPTING POLICY NO. 100.3 – COUNCIL VACANCIES INTO THE
CITY COUNCIL POLICY MANUAL

WHEREAS, Section 4.6 of the Arvada City Charter establishes the circumstances under which a vacancy on the Arvada City Council may occur and the timeline for filling a vacancy; and

WHEREAS, there is currently no formalized process in place for filling a vacancy on the City Council; and

WHEREAS, the Arvada City Council established a City Council Policy Manual through the adoption of Resolution 14-008 on January 6, 2014, which included the adoption of the original Policy establishing the City Council Policy Manual, along with several other City Council policies; and

WHEREAS, the City Council has amended the City Council Policy Manual several times throughout the year but has never included a policy regarding the process for filling a vacancy; and

WHEREAS, the Arvada City Council now wishes to adopt Policy No. 100.3 – Council Vacancies into the City Council Policy Manual to establish a process for filling a vacancy on the City Council.

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

Section 1. Policy No. 100.3 – Council Vacancies is hereby adopted into the City Council Policy Manual as stated in the policy document attached hereto.

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

APPROVED AND ADOPTED this 18th day of November, 2024.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

By: _____



CITY COUNCIL POLICY

Authorized by City Council: Resolution No. 24-_____

Council Policy No. 100.3

Effective date: November 18, 2024

TITLE: **Council Vacancies**

PURPOSE: To establish the procedure for filling a vacancy on the Arvada City Council.

POLICY: Section 4.6 of the Arvada City Charter establishes the circumstances under which a vacancy on the Arvada City Council may occur and the timeline for filling a vacancy. The City will follow the procedure set forth in this policy in order to fill a vacancy in a standardized, timely, and efficient manner and in accordance with Section 4.6 of the City Charter.

AUTHORITY: Resolution 14-008 adopted on January 6, 2014, establishing a City Council Policy Manual; Section 4.6 of the Arvada City Charter pertaining to vacancies.

SCOPE: This policy applies to the filling of any vacancy resulting from a councilmember or mayor's resignation, recall, death, felony conviction, incapacity, three or more unexcused absences, or any other reason for a vacancy as provided by the Arvada City Charter.

DEFINITIONS:

Applicant means a person applying to fill a vacancy.

Application means the letter and certification described in Section 2.2.

Appointee means the applicant selected by the City Council to fill a vacancy pursuant to section 2.6.

Arvada or *City* means the City of Arvada.

Charter means the Arvada City Charter.

City attorney means the Arvada city attorney or their designee.

City clerk means the Arvada city clerk or their designee.

City Council means the Arvada City Council comprised of councilmembers and the mayor.

City manager means the Arvada city manager or their designee, including a deputy city

manager.

Councilmember means a person elected to and currently serving on the City Council, excluding the mayor.

Day means a calendar day unless otherwise specified.

Effective date means the date on which a resigning councilmember or mayor's resignation becomes effective and the date on which the councilmember or mayor will vacate their position or seat.

Election district means a district created for the purposes of City Council election under Section 4.1.1 of the Charter.

Mayor means the mayor of the City Council.

Mayor pro tem means the mayor pro tem of the City Council.

Nominee means a councilmember nominated to fill a mayoral vacancy.

Position means a seat on the City Council, excluding the mayor's seat.

Unexcused absence means a councilmember or mayor's failure to attend a regular or special City Council meeting without being excused by the City Council.

Vacancy means an unoccupied position or mayor's seat on the City Council.

Vacancy notice means a notice created and published by the city clerk to announce and advertise a vacancy.

PROCEDURES:

1. CREATION OF A VACANCY

1.1 Vacancy declared by the city clerk. The city clerk must declare a vacancy and initiate the process for filling the vacancy pursuant to Section 2 upon receipt of sufficient notice and documentation of the following events from a councilmember, mayor, or their representative:

1.1.1 Resignation (process addressed in Section 1.6),

1.1.2 Recall,

1.1.3 Death,

1.1.4 Felony conviction, or

1.1.5 Non-residency within the City or election district, as applicable.

1.2 Vacancy declared by the city council. The City Council, by majority vote in a regular or

special meeting, may declare a vacancy and order the city manager to direct the city clerk to initiate the process for filling a vacancy if a position or the mayor's seat has become vacant due to:

1.2.1 Incapacitation, or

1.2.2 Three or more unexcused absences.

1.3 Three or more simultaneous vacancies. If three or more vacancies exist simultaneously and there will not be a regular municipal election within 90 days, the remaining City Council shall call for a special election to fill such vacancies at the next regular City Council meeting.

1.4 Records. The city clerk shall maintain an official file documenting the effective date of a vacancy, copies of the vacancy notice, applications submitted, and City Council records related to filling the vacancy.

1.5 Prohibition on holding simultaneous municipal employment or elective office.

1.5.1 Section 4.3 of the Charter prohibits a councilmember or the mayor from being a salaried employee of Arvada or any other municipality during their term of office. In the event a councilmember or the mayor becomes a salaried employee of Arvada or any other municipality during their term of office, the councilmember or mayor shall submit a written resignation notice pursuant to Section 1.6 at the time the councilmember or mayor accepts the new municipal position. The effective date of the resignation shall be prior to the first day of the councilmember or mayor's municipal employment. The resignation will be deemed to create a vacancy by resignation pursuant to Section 1.1.1 on the effective date and the date of the vacancy shall be calculated, and the vacancy filled, in accordance with Section 1.6.

1.5.2 Section 4.3.4 of the Charter prohibits a councilmember or the mayor from holding a position or the mayor's seat while also holding another elected position. In the event a councilmember or the mayor is elected to a position with another federal, state, county, municipal, or quasi-government elective office, the councilmember or mayor shall submit a written resignation notice no later than 24 hours after the certification of the election results for the new elected position pursuant to Section 1.6. The effective date of the resignation shall be prior to the date the councilmember or mayor is sworn in to the new elected office. The resignation will be deemed to create a vacancy by resignation pursuant to Section 1.1.1 on the effective date and the date of the vacancy shall be calculated, and the vacancy filled, in accordance with Section 1.6.

1.6 Vacancy by resignation. A councilmember or the mayor shall resign from the City Council by submitting a written resignation notice to the city clerk. The resignation notice must contain an effective date for the resignation.

1.6.1 Upon receipt of a resignation notice, the city clerk must declare that a vacancy pursuant to Section 1.1 has occurred or will occur as of the effective date.

1.6.2 Upon the city clerk's declaration of a vacancy under Section 1.1, the remaining City Council must then fill the vacancy in accordance with Section 2 or 3, as applicable. The process described under Section 2 or 3 may begin after a resignation notice has been submitted and before the effective date. However, a vacancy may not be filled until after the effective date.

1.6.3 Regardless of whether the upcoming vacancy is for a councilmember position or the mayor's seat, the resigning councilmember or mayor shall not participate in, and shall be excused from, all activities related to filling the upcoming vacancy. The resigning councilmember or mayor may continue to participate in decision-making after submitting a written resignation notice, but prior to the effective date of the resignation. However, the resigning councilmember or mayor shall be especially mindful of any possible conflicts of interest that may arise by continuing their position on the City Council. The resigning councilmember or mayor shall immediately disclose any information relevant to a possible conflict of interest and seek advice from the city attorney as to whether recusal is necessary.

2. APPOINTMENT TO FILL A COUNCILMEMBER VACANCY

2.1 Announcement and advertisement. Except for a vacancy of the mayor's seat, the city clerk must officially announce and advertise a vacancy or upcoming vacancy for a councilmember's position using the notice of position vacancy template.

2.2 Vacancy notice requirements. The vacancy notice must describe the qualifications for the position, provide directions for applying to fill the vacancy or upcoming vacancy, and a deadline by which applications must be received by the city clerk. The vacancy notice must be posted electronically on the City's website, in paper on the City's official posting location at City Hall, or by any means permitted by law or by City Council resolution for the posting of meeting notices. The city clerk may also choose to post the vacancy notice by additional means as the city clerk deems necessary or advisable.

2.3 Application. Any person wishing to fill a vacancy or upcoming vacancy must submit a letter to the City Council addressing all items required by the vacancy notice and a signed eligibility certificate by the deadline set forth in the vacancy notice. The city clerk may reject any incomplete or untimely application. Should the city clerk reject an application on these grounds, the city clerk will inform the applicant. If the application deadline has not passed, an applicant may submit a revised application.

2.3.1 A member of the public may submit a communication to the city clerk in support of or in disfavor of a particular applicant in a manner established by the city clerk. The city clerk will include this communication in the application provided to the City Council.

2.4 City clerk review. Following the application deadline, the city clerk will review all timely received applications to determine whether an individual application is complete and whether the applicant is qualified under Section 4.3 of the Charter to fill the vacancy.

2.4.1 If the city clerk determines an application is complete and the applicant is qualified, the city clerk will forward the application and any communications received under Section 2.3.1 to the City Council for review.

2.4.2 If the city clerk determines an application is incomplete or an applicant is not qualified, the city clerk will inform the applicant and the application will not be provided to City Council for review.

2.5 City council review. Each remaining councilmember and the mayor must independently review each application and complete an applicant scoring sheet for each applicant. Each scoring sheet will be submitted to the mayor or mayor pro tem, who will total the scores for each applicant and select the applicants with the highest scores for an interview with the City Council. City Council

may limit the number of high-scoring applicants that receive the opportunity to interview. The City Council will then coordinate with the city clerk to schedule interviews with the applicant(s) selected for interviews. The city clerk will publish the completed scoring sheets for each applicant and the names of the applicants selected for an interview prior to the meeting where the interviews will occur.

2.6 Interviews. The City Council will interview each selected applicant in a properly posted public meeting. After all interviews are completed, the City Council may discuss the interviews but will not attempt to reach a collective decision or ranking of the interviewed applicants.

2.7 Selection. At the next regular City Council meeting, or in a special meeting called for the specific purpose of appointment, the City Council shall publicly vote for one of the interviewed applicants. The appointee will be determined by majority vote.

2.8 Appointment and term.

2.8.1 The appointee will take the oath of office at the next regular City Council meeting or at a special meeting called for the purpose of taking such oath.

2.8.2 The appointee will serve until a successor is appointed at the next regularly scheduled election.

2.9 Timeline. The city clerk may establish any deadlines necessary to accomplish the actions set forth in this section. All actions must be completed, and a vacancy filled, within 45 days of the vacancy occurring.

3. APPOINTMENT TO FILL A MAYORAL VACANCY

3.1 Declaration of vacancy. If the vacancy is for the mayor's seat, the seat must be declared vacant according to Section 1.

3.2 Selection.

3.2.1 Following the declaration of a mayoral vacancy under Section 1.1 or upcoming mayoral vacancy under Section 1.6, the mayor pro tem must invite councilmembers to nominate themselves or another councilmember to fill the vacancy at either a regular or special meeting. Only a person elected to serve on City Council may apply or be considered for the position of mayor.

3.2.2 The city clerk shall collect all proposed nominations and facilitate a public vote at a regular or special meeting within 45 days of the vacancy. The nominee selected to fill the mayoral seat vacancy will be determined by majority vote.

3.3 Appointment and term.

3.3.1 The selected nominee will fill the mayoral seat and take the oath of office at the next regular City Council meeting or at a special meeting called for the purpose of administering the oath. If the selected nominee was previously the mayor pro tem, the selected nominee will also facilitate a vote at this meeting for a new mayor pro tem in accordance with the City Council Rules of Procedures Governing Meetings. The elected successor mayor pro tem will serve until the next regularly scheduled election.

3.3.2 If the selected nominee is not the current mayor pro tem, the mayor pro tem retains their designation as the mayor pro tem and no election for a new mayor pro tem shall occur.

3.3.3 The selected nominee will serve until the next regularly scheduled election.

3.4 Additional vacancy. When a councilmember is appointed to mayor under this section, the resulting councilmember vacancy will be filled in accordance with the procedure stated in Section 2.

4. FORMS

4.1 Creation and maintenance. The forms and templates necessary to implement this policy will be created and maintained by the city clerk's office in either digital or hard copy as determined by the city clerk. A form may be revised or updated by the city clerk's office on an as-needed basis and such revision will not be deemed a revision of the policy. The forms necessary to implement this policy include but are not limited to the:

Notice of position vacancy template, including the City Council eligibility certification, and

Applicant scoring sheet.



CITY OF ARVADA
NOTICE OF POSITION VACANCY
CITY COUNCIL [MEMBER/MAYOR] – POSITION

The City of Arvada is accepting applications for the unexpired term for [Position; e.g. Council Member District 1]. The term for this position will be from the date of the appointee taking the Oath of Office until the City of Arvada's next regular election in [MONTH, YEAR]. Applicants must have resided in [Location; e.g. District 1] for the past one (1) year and meet all other qualifications as set out in the Arvada City Charter. A boundary map of [Location; e.g. District 1] is available on the City's website. **Applications will be accepted by the City Clerk's Office until 12:00 Noon on [Day of the week], [MONTH, DAY] at 8101 Ralston Road, Arvada, CO 80002. The tentative schedule calls for names of the finalists to be posted on the City's website by 5:00 p.m. on [Day of the week], [MONTH, DAY] at which time the public will be invited to comment on the finalists either by letter or email sent to Arvada City Clerk's Office, 8101 Ralston Road, Arvada CO 80002 or by email to [email address]. The deadline for public comments is [DATE] at [TIME]. Interviews of the finalists will take place on [DATE] with an appointment tentatively scheduled to be made the same day.**

Applicants shall submit the following two application documents to the Arvada City Council, through the City Clerk's Office:

1. A letter of interest addressed to the Arvada City Council that contains the following minimum information:
 - a. Detailed contact information including name, address, phone numbers, and email address,
 - b. How long you have lived in the City of Arvada,
 - c. Education,
 - d. Employment/professional experience,
 - e. Experience as a member of a board, committee, or commission charged with deliberative decision-making. Include length of time served, attendance record, leadership positions, and specific contributions,
 - f. Availability for attendance at regular and special City Council meetings and workshops,
 - g. Availability and willingness to serve on City Council appointed boards and commissions, and attend retreats, trainings, and ceremonial events (City Council members generally spend 10-20 hours per week on city business), and
 - h. A statement as to why you want to serve on the Arvada City Council.
2. A completed City Council Eligibility Certification (below).

City Council Eligibility Certification

I, _____, do hereby certify that I meet all the qualifications to run for City Council as set out in the Arvada City Charter and State Municipal Election Code and stated below:

- Registered elector of the City of Arvada and have resided in [District] for one (1) year
- At least 18 years of age
- A citizen of the United States for at least one (1) year
- No council member shall be a salaried employee of the City nor any other municipality during their term of office
- No individual shall be eligible to hold the office of city council member who has been convicted of a felony in any court of the United States within ten (10) years of the date of assuming the office of city council member

Signature

Date

**CITY OF ARVADA
APPLICANT SCORING SHEET**

Please use the criteria set forth below to evaluate an applicant for City Council when a vacancy occurs under Section 4.6 of the Arvada City Charter and in accordance with City Council Policy No. 100.3. Each criterion should be evaluated independent from any other councilmember. Ratings must be based solely on the applicant's submitted application and given prior to any interview.

Applicant Name: _____ **Evaluator Name:** _____

Criterion	Rating (1=low/does not meet criterion, 10=high/exceeds criterion)
1. Applicant has education experience relevant to local government, leadership, teamwork, the City Council, or the City of Arvada.	
2. Applicant has employment/professional experience related to local government, leadership, teamwork, the City Council, or the City of Arvada.	
3. Applicant has experience serving as a member of a board, committee, or commission.	
4. Applicant indicates availability to attend regular and special City Council meetings and workshops.	
5. Applicant indicates a willingness to serve on City Council appointed boards and commissions.	
6. Applicant indicates a willingness to attend retreats, trainings, and ceremonial events.	
7. Applicant demonstrates an interest in serving on the City Council.	
8. Applicant demonstrates connection to the Arvada community.	
9. Applicant demonstrates an interest in the Arvada community.	
Total:	/90



REPORT TO CITY COUNCIL ORDINANCE FIRST READING

**AGENDA ITEM
8.C.1.**

TO: THE HONORABLE CITY COUNCIL

DATE: November 18, 2024

SUBJECT: CB24-018, An Ordinance Annexing Certain Land into the City of Arvada for Colorado Department of Transportation (CDOT) Coal Creek Maintenance Yard, a Parcel of Land Approximately Located on the Southside of State Highway 72 between Canyon Pines Drive and Plainview Road, in the City of Arvada, County of Jefferson and State of Colorado (Public Hearing to be set for January 6, 2025 at 6:15 p.m.)

Report in Brief

The Colorado Department of Transportation (CDOT) is requesting approval of Comprehensive Plan Amendment, Annexation, and Rezoning, for their facility at 25030 State Highway 72, in unincorporated Jefferson County. In an effort to provide faster road maintenance response, CDOT is planning to replace the existing two-bay snowplow storage building with a new four-bay building to house its current fleet of four plows at this location.

With construction of the new building and associated site improvements, CDOT would like to abandon and remediate the existing septic system, which is located in close proximity to Coal Creek, and connect to the City's sanitary sewer system. This will also allow for the installation of a sand/oil interceptor to filter the sand, oil and other materials generated by the facility which will improve the water quality running off the site and potentially entering Coal Creek.

Given that the property is eligible for annexation, they are required to annex to be served by the City's system. The need to annex triggers the Comprehensive Plan Amendment and Rezoning applications. The facility is currently served by a well and while CDOT would also like to connect to City water, the closest water main is approximately 3,600 feet to the southeast. CDOT has agreed to connect to City water when it is available. If the Comprehensive Plan Amendment, Annexation, and Rezoning applications are approved, the Site Plan Amendment application will be reviewed administratively.

Financial Impact

There is no fiscal impact to the city.

Background

The Colorado Department of Transportation (CDOT) is requesting approval of Comprehensive Plan Amendment, Annexation, and Rezoning, for their facility at 25030 State Highway 72, in unincorporated Jefferson County. In an effort to provide faster road maintenance response, CDOT is planning to replace the existing two-bay snowplow storage building with a new four-bay building to house its current fleet of four plows at this location.

With construction of the new building and associated site improvements, CDOT would like to abandon and remediate the existing septic system, which is located in close proximity to Coal Creek, and connect to the City's sanitary sewer system. This will also allow for the installation of a sand/oil interceptor to filter the sand, oil and other materials generated by the facility which will improve the water quality running off the site and potentially entering Coal Creek.

Given that the property is eligible for annexation, they are required to annex to be served by the City's system. The need to annex triggers the Comprehensive Plan Amendment and Rezoning applications. The facility is currently served by a well and while CDOT would also like to connect to city water, the closest water main is approximately 3,600 feet to the southeast.

SUBJECT: CB24-018, An Ordinance Annexing Certain Land into the City of Arvada for Colorado Department of Transportation (CDOT) Coal Creek Maintenance Yard, a Parcel of Land Approximately Located on the Southside of State Highway 72 between Canyon Pines Drive and Plainview Road, in the City of Arvada, County of Jefferson and State of Colorado (Public Hearing to be set for January 6, 2025 at 6:15 p.m.)

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CDOT has agreed to connect to City water when it is available. If the Comprehensive Plan Amendment, Annexation, and Rezoning applications are approved, the Site Plan Amendment application will be reviewed administratively.

Discussion

Div. 8-3-3 Annexation and Disconnection Approval Criteria	Finding	Rationale
1. The annexation is in accord with the Comprehensive Plan and the best interests of the City would be served by annexation of such property.	Complies	Assuming the Comprehensive Plan Amendment is approved, the annexation is consistent with the Comprehensive Plan and the best interests of the City would be served by annexation of the property.
2. The property is capable of being integrated into the City and developed in compliance with all applicable provisions of this Code and the Arvada City Code.	Complies	The existing facility and proposed improvements are capable of being integrated into the City and comply with all applicable provisions of this Code and the City of Arvada Code.
3. At the time any development of the area proposed to be annexed is completed, there will be capacity to adequately serve residents of such area with all necessary utilities, facilities and public services.	Complies	The existing facility and proposed improvements will only connect to the existing sanitary sewer system which has capacity to adequately serve the area. All other utilities, facilities and public services will remain unchanged.

Public Contact

Written Notice: At least 15 days prior to all public hearings, written notice must be mailed to all property owners within 1,000 feet of the subject property and to all homeowners associations and neighborhood associations with a known interest in the subject property. The applicant will provide an affidavit of mailing verifying this requirement has been met prior to the public hearing.

Posted Notice: At least 15 days prior to all public hearings, signs notifying the public of the hearing must be posted on the subject property. The applicant will provide a posting log verifying that this requirement has been met prior to the public hearing.

Published Notice: At least 15 days prior to all public hearings, notice of the hearing must be published in a newspaper of general circulation in the City. The required notice has been published.

Commission Recommendation

On June 18, 2024, the Planning Commission voted 7 to 0 to recommend approval to the City Council.

Strategic Alignment

The project is consistent with the City Council Strategic Plan principles for the Community and Economic Development work system.

Alternative Courses of Action

SUBJECT: CB24-018, An Ordinance Annexing Certain Land into the City of Arvada for Colorado Department of Transportation (CDOT) Coal Creek Maintenance Yard, a Parcel of Land Approximately Located on the Southside of State Highway 72 between Canyon Pines Drive and Plainview Road, in the City of Arvada, County of Jefferson and State of Colorado (Public Hearing to be set for January 6, 2025 at 6:15 p.m.)

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N/A

Recommendation for Action

The Arvada Team recommends that the City Council approve an Ordinance annexing certain land into the City of Arvada for the Colorado Department of Transportation (CDOT) Coal Creek Maintenance Yard, a parcel of land approximately located on the southside of State Highway 72 between Canyon Pines Drive and Plainview Road, in the City of Arvada, County of Jefferson and State of Colorado.

Suggested Motion:

I move that CB24-018, An Ordinance Annexing Certain Land into the City of Arvada for Colorado Department of Transportation (CDOT) Coal Creek Maintenance Yard, a Parcel of Land Approximately Located on the Southside of State Highway 72 between Canyon Pines Drive and Plainview Road, in the City of Arvada, County of Jefferson and State of Colorado, be (approved on first reading, ordered published in full and a public hearing date be set for January 6, 2025 at 6:15 p.m.) (rejected).

Prepared by:
Dixielee Rodriguez, Administrative Specialist

Reviewed by:

Approved by:

Jacob Nitchals, Senior Planner	10/28/2024
Josie Suk, Development Systems and Administrative Manager	10/28/2024
Emily Grogg, Senior Assistant City Attorney	10/29/2024
Rob Smetana, Planning Manager	10/29/2024
Jessica Garner, Director of Community and Economic Development	10/29/2024
Gail Walker, Legal Specialist-Contracts	10/29/2024
Rachel Morris, City Attorney	11/6/2024
Linda Haley, Acting City Manager	11/6/2024

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 24-018
ORDINANCE NO.

AN ORDINANCE ANNEXING CERTAIN LAND INTO THE CITY OF ARVADA FOR COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) COAL CREEK MAINTENANCE YARD, A PARCEL OF LAND APPROXIMATELY LOCATED ON THE SOUTHSIDE OF STATE HIGHWAY 72 BETWEEN CANYON PINES DRIVE AND PLAINVIEW ROAD, IN THE CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO

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

Section 1. The City Council of the City of Arvada, State of Colorado, having examined the filings and the annexation map for certain real property more fully described in said map finds as follows:

1. That a petition for annexation, together with four copies of the annexation map as required by law, was filed with the City by the owners of over fifty percent of the area of the territory hereinafter described, exclusive of public streets and alleys, and comprising more than fifty percent of the landowners of the property to be annexed.
2. That the City, by resolution at a properly noticed meeting accepted said petition and found and determined that the applicable parts of the Municipal Annexation Act of 1965, as amended, and Section 30 of Article II of the Colorado Constitution have been met and further determined that an election was not required under the Act and that no additional terms and conditions were imposed upon said annexation.
3. That the area proposed to be annexed meets the applicable requirements of Sections 31-12-104 and 31-12-105, C.R.S., and is therefore eligible for annexation to the City of Arvada.

Section 2. The following described real property, situated in the County of Jefferson, State of Colorado, be and the same hereby is annexed to the City of Arvada, to wit:

THAT PART OF THE NE ¼ OF SEC. 13, T. 2 S., R. 71 W., OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE CURRENT SOUTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 72 AND THE EASTERLY LINE OF THE DENVER & RIO GRANDE RAILROAD COMPANY RIGHT-OF-WAY AS SAID EASTERLY LINE IS SET FORTH IN BOOK

1674 AT PAGE 422, FROM WHENCE THE E ¼ CORNER OF SAID SECTION 13 BEARS S 87° 58' 49" E, 2009.61 FEET, MORE OR LESS; THENCE ALONG SAID RAILROAD RIGHT-OF-WAY LINE ON A CURVE TO THE LEFT (WHOSE CHORD BEARS S 37° 25' 13" E, A DISTANCE OF 291.44 FEET) HAVING A RADIUS OF 423.00 FEET, A CENTRAL ANGLE OF 40° 18' 04", AN ARC DISTANCE OF 297.53 FEET TO THE POINT OF INTERSECTION OF SAID EASTERLY RAILROAD RIGHT-OF-WAY LINE WITH THE SOUTH LINE OF THE NE 1/4 OF SAID SECTION 13, ALSO BEING A POINT ON THE BOUNDARY LINE OF ARVADA ANNEXATION NO. 2805; THENCE CONTINUING ALONG SAID EASTERLY RAILROAD RIGHT-OF-WAY LINE ON A CURVE TO THE LEFT AND SAID ANNEXATION ORDINANCE BOUNDARY (WHOSE CHORD BEARS S 61° 21' 13" E, A DISTANCE OF 55.81 FEET) HAVING A RADIUS OF 423.00 FEET, A CENTRAL ANGLE OF 07° 33' 56", AN ARC DISTANCE OF 55.85 FEET TO THE SOUTHWEST CORNER OF THE PARCEL DESCRIBED IN BOOK 2052, PAGE 21, IN THE RECORDS OF THE JEFFERSON COUNTY CLERK AND RECORDER; THENCE N 70° 06' 18" E ALONG THE SOUTH LINE OF SAID PARCEL AND SAID ANNEXATION ORDINANCE BOUNDARY A DISTANCE OF 308.87 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE N 01° 29' 30" W ALONG THE EAST LINE OF SAID PARCEL AND SAID ANNEXATION ORDINANCE BOUNDARY, A DISTANCE OF 209.03 FEET TO THE PRESENT SOUTH RIGHT OF WAY LINE OF SAID HIGHWAY NO. 72; THENCE N 01° 21' 23" W A DISTANCE OF 110.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID HIGHWAY NO. 72; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE ON A CURVE TO THE LEFT (WHOSE CHORD BEARS S 85° 33' 51" W, A DISTANCE OF 409.94 FEET) HAVING A RADIUS OF 3,869.72 FEET, A CENTRAL ANGLE OF 06°04' 21, AN ARC DISTANCE OF 410.13 FEET TO A CDOT RIGHT-OF-WAY MARKER; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE S 87° 51' 02" W A DISTANCE OF 107.80 FEET; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE S 82° 31' 41" W A DISTANCE OF 11.18 FEET TO THE EASTERLY LINE OF SAID DENVER & RIO GRANDE RAILROAD COMPANY RIGHT-OF-WAY; THENCE ALONG SAID EASTERLY RAILROAD RIGHT-OF-WAY LINE ON A CURVE TO THE LEFT (WHOSE CHORD BEARS S 08° 25' 45" E, A DISTANCE OF 130.02 FEET) HAVING A RADIUS OF 423.00 FEET, A CENTRAL ANGLE OF 17° 40' 52", AN ARC DISTANCE OF 130.54 FEET TO THE POINT OF BEGINNING.

Section 3. The Mayor is hereby authorized to execute, the City Clerk to attest, in form approved by the City Attorney, an Annexation Agreement pertaining to the property owned by the Petitioners.

Section 4. The Clerk of the City shall perform all statutory duties to complete said annexation.

Section 5. This Ordinance shall be effective five days after publication following final passage.

INTRODUCED, READ, AND ORDERED PUBLISHED this 18th day of November 2024.

PASSED, ADOPTED, AND APPROVED this 18th day of November, 2024.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

By: _____

Publication Dates: November 21, 2024



CDOT COAL CREEK MAINTENANCE YARD
ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT ("Agreement") between the Department of Transportation, State of Colorado ("Owner"), and the City of Arvada, Colorado, a Colorado municipal corporation ("City"), shall be effective upon execution by all applicable parties and immediately upon approval by the City of Arvada as evidence by the approval signature where indicated below.

RECITALS AND REPRESENTATIONS:

WHEREAS, the Owner represents that it is the sole owner of the following described property generally located on the southside of State Highway 72 between Canyon Pines Drive and Plainview Road, in the City of Arvada, County of Jefferson, State of Colorado, more fully described as follows:

SEE EXHIBIT A, attached hereto and incorporated herein by this reference

WHEREAS, the Owner desires to annex the Property to the City, and to that end has filed a Petition for Annexation of the Property into the City, pursuant to the Colorado Municipal annexation Act, C.R.S. 31-12-101, et seq.; and

WHEREAS, the City wishes to control its growth in a planned and orderly fashion, maintaining the improvements and the quality of life and the City's ability to provide and enhance environmental amenities, services, and local opportunities for its citizens; and

WHEREAS, the Owner is planning to remodel its existing maintenance facility, which is generally located on the southside of State Highway 72 between Canyon Pines Drive and Plainview Road.

WHEREAS, the Owner has submitted to the City a proposed Site Plan and construction plans for the Property, which include a final site plan, final drainage plans, and other supporting documentation for the development thereof. The construction plans, and other supporting documents, as approved by the City, are public records on file and available for review at the City of Arvada City Hall, 8101 Ralston Road, Arvada, Colorado. These approved plans and associated documents are also incorporated into this Agreement for all purposes including illustration and interpretation of the terms and conditions of this Agreement, and may herein be referred to collectively as the "Final Plans".

WHEREAS, the parties hereto understand and agree that the intent of this Agreement is to establish obligations and responsibilities with respect to the development of the Property in accordance with the Final Plans, said obligations and responsibilities being covenants that run with

the Property, encumbering such and governing the development thereof. The Owner shall be affirmatively bound to satisfy all of the obligations and responsibilities set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements of the parties, the approval by the City of Arvada of the Final Plans for the Property, the sufficiency and adequacy of which are hereby acknowledged by the parties, the parties hereto agree as follows:

1. PLAN AND AGREEMENT APPROVALS: The Owner, upon approval of the Final Plans for the Property, shall immediately submit three copies of the approved Site Plan to the Director of Community and Economic Development. No construction may occur on or associated with the Property until construction documents for all required improvements are submitted and approved by the City Engineer. Upon approval, the Owner shall provide the City Engineer the approved final construction plans for the construction of emergency access lanes, water lines, sanitary sewer services, storm drains and storm drainage structures and streets associated with development of the Property, as required by the City. Said Construction Plans shall meet the approval of the City and the proposed development shall be constructed according to the Final Plans. No approval of the public improvements as referenced in the Construction Plans conferred by this Agreement and approval shall be independently made by the City Engineer following the City Engineer's determination that the plans meet the applicable City engineering specifications, commonly accepted engineering practices, and all applicable codes, ordinances, and State, Federal and local laws.

2. CODE COMPLIANCE: The Owner shall comply with all codes, ordinances, and rules and regulations of the City and State. Development of the Property shall also be in conformance with all aspects of the Final Plans and shall be completed prior to issuance of the first certificate of occupancy within the Property. This may include, but not be limited to, street and parking lot paving and striping, landscaping, trash enclosures, rooftop and wall mounted equipment, building elevations, and all other requirements of the Final Plans and applicable City codes, ordinances, and rules and regulations.

3. PAYMENT OF FEES: The Owner shall pay the following fees in a timely manner as required by the City: Sewer System Development Charges (i.e. sanitary sewer tap fee) and associated permit and inspection fees; and Site Disturbance Permit and associated inspection and drainage fees. The Owner's payment of fees and charges specified by this Agreement shall be made in the form of a State issued warrant, or ACH wire, delivered to the City of Arvada, Municipal Building, 8101 Ralston Rd., Arvada, CO 80002 or the City's bank account as instructed in writing by the City.

4. FIRE DISTRICT APPROVALS: The Owner shall address all of the comments noted in the referral responses, including any requirements for fire hydrants, emergency access lanes, and fire lane signage, and shall obtain approval from the Fire Protection District having jurisdiction prior to issuance of each building permit and certificate of occupancy (as applicable) for the Property.

5. CONTRACTOR LICENSING: Before proceeding with work contemplated herein, the Owner shall ensure that all contractors and/or subcontractors it employs shall carry all licenses and permits required by the Office of the State Architect before the contractor and/or subcontractor may

commence work on any improvements associated with development of the Property. The Owner shall be responsible for ascertaining the status of any contractor or subcontractor to be utilized in the development of the Property, with respect to any uncorrected deficiencies in that entity's previous, unrelated work within the City or its outstanding omissions related to such work including, but not limited to, failure to: (i) submit as-built construction plans, (ii) complete the process of placing public improvements under warranty (iii) submit tax certifications, (iv) submit test records.

6. DEVELOPMENT IMPROVEMENTS: The Owner shall, at its own expense, design, furnish, construct, and install the public improvements in accordance with the plans and specifications approved by the City of Arvada, Colorado. These improvements shall include, but not be limited to, construction of all parking areas, sewer lines, drainage facilities, and landscaping within and adjacent to the Property in accordance with the approved Final Plans for the Property and with the requirements of the LDC.

7. FUGITIVE DUST AND EROSION CONTROL: The Owner shall meet all requirements and obligations imposed by the State of Colorado, County of Jefferson, and the City concerning management of stormwater runoff and fugitive dust, and shall comply with all Federal, State, County, and City requirements governing the stormwater conveyances, detention ponds, fugitive dust, and requirements associated with permits issued for erosion and sediment control on the Property. The Contractor shall be responsible for obtaining and paying for a construction Storm Water Quality Permit with Colorado Department of Public Health and Environment (CDPHE). The Storm Water Management Plan (SWMP) drawings are to be provided in the civil drawings as required for permit; a SWMP Narrative is to be included with the Bid Documents. Contractor shall obtain the SWMP Application. Both CDOT and the Contractor will be permit holders.

8. PUBLIC UTILITY FEES: The Owner shall pay all installation charges for lighting, electric and gas required by Public Service Company/Xcel Energy for development of the Property.

9. STORMWATER APPURTENANCE CONSTRUCTION AND MAINTENANCE: The Owner shall obtain approval from the City Engineer of the final drainage plan for this development prior to approval of the associated Construction Plans/Final Plans. The Owner shall install stormwater conveyances, detention ponds, swales, infiltrations beds, underground best management practices, or any other stormwater feature as detailed on the approved construction drawings unless prior written approval is obtained by the City Engineer. The Owner shall meet all requirements, obligations, and best engineering principles imposed by the State of Colorado, County of Jefferson, City, and Urban Drainage and Flood Control District governing the construction of stormwater conveyances, detention ponds, swales, infiltration beds, underground best management practices, or any other water quality feature.

10. WATER RIGHTS: Chapter 102, Article II, of the Arvada City Code requires that all Property annexed into the City, must convey any tributary water rights appurtenant thereto to the City of Arvada. The Owner of the Property has declared that no water rights are associated with the Property. Should it be determined otherwise, the Owner shall be required to comply with the conveyance requirements of the Arvada City Code. In addition, the City, upon annexation, will not acquire, or require conveyance of, existing well water rights, but shall have a right of first refusal to have such rights conveyed to the City, pursuant to the Arvada Land Development Code, in the event

the Owner, or its successors or assigns, desires to convey such rights to any party other than a subsequent purchaser of the landowner's lot(s) upon which the well is situated.

11. CITY WATER SERVICE: If City water service is available adjacent to the property in either the State Highway 72 right-of-way or on an adjacent property, the Owner shall connect to City water and pay the System Development Charges (i.e. tap fees) in place at the time of connection.

12. FORCE MAJEURE: Any delays in or failure of performance by any party of their respective obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, pandemics, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party, and which are agreed to by the parties as justifying delay.

13. WAIVER: A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

14. BINDING EFFECT: The parties hereto agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns thereof and shall constitute covenants running with the Property. In the event that all or part of the Property is sold, transferred, or otherwise conveyed to additional or multiple parties, all owners and developers shall be jointly and severally responsible for the obligations of the Owner and Owner as set forth in this Agreement.

15. SEVERABILITY/AMENDMENT: Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement. This Agreement may be amended only by an instrument in writing signed by all parties.

16. NO THIRD PARTY BENEFICIARIES: It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City, the Owner, and the Developer, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third person on such Agreement.

17. GOVERNING LAW AND ENFORCEMENT: The laws of the State of Colorado shall govern this Agreement. The parties agree and acknowledge that this Agreement may be enforced at law or in equity. In addition to any other available remedies, it is understood and agreed that the City may withhold or revoke any permits or certificates, including but not limited to building permits and certificates of occupancy, for the Property or for any structure or lot within this development in the event of a breach of this Agreement by the Owner or Owner.

18. PARAGRAPH CAPTIONS: The captions of the paragraphs are set forth only for the convenience and reference of the parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

19. RECORDATION FEES: The City of Arvada shall record this Agreement and any

approved subdivision plat for the Property (as applicable) with the Clerk and Recorder's office of the appropriate county per the provisions of the LDC. Prior to recordation, the Owner shall also pay all costs associated with recordation of these items with the County Clerk and Recorder.

20. INCORPORATION OF EXHIBITS: Unless otherwise stated in this Agreement, exhibits referenced in this Agreement shall be incorporated into this Agreement for all purposes. Reference to "Job Numbers" or "Project Numbers" in this Agreement is a reference to Final Plans and documentation which is retained as a public record on file and available for public inspection and review upon request at the City of Arvada, Municipal Building, 8101 Ralston Road, Arvada, Colorado. Such Final Plans and documentation filed with the City, approved by the City and noted within this Agreement are hereby incorporated into this Agreement for all purposes.

21. REVIEW OF REFERENCED DOCUMENTS: The Owner and Owner hereby understand and acknowledge that the public documents referenced in this Agreement, including but not limited to the Arvada City Code, LDC, Engineering Specifications, and Design Guidelines were, prior to the execution of this Agreement, and are presently, available for review and inspection at the Arvada Municipal Building, 8101 Ralston Road, Arvada, Colorado, from 8:00 a.m. through 5:00 p.m., Monday through Friday.

22. FAILURE OR DELAY OF THE PROJECT: The parties agree that the Owner's and/or Owner's remedies in the event of an alleged or actual breach by the City are expressly limited to specific performance or injunctive relief, and the Owner and/or Owner are expressly precluded from seeking monetary damages from the City, including but not limited to remedial, compensatory, punitive or consequential damages, including economic damages and lost profits. The Owner and/or Owner shall not claim that if the City delays the development project (for example, failure to inspect completed infrastructure within ten days of notice) as grounds to assert that the City slowed the development down or interfered with it and caused it to fail, and therefore the City will not be liable for the Owner's failed development and any and all the Owner's and/or Owner's monetary losses associated with such failure. This section shall survive the expiration or earlier termination of this Agreement.

23. NOTICES: Any notice or communication required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing, to the other party or parties. Such notice shall be deemed to have been given when deposited in the United States Mail or mail service such as Federal Express, United Parcel Service, etc. Such notice or communications shall be given to the parties at their addresses set forth below:

City:
City of Arvada
8101 Ralston Road
Arvada, CO 80001-8101

Owner:
Department of Transportation
2829 West Howard Place
Denver, CO 80204

DATED THIS ____ DAY OF _____, 2024.

CITY OF ARVADA, a Colorado Municipal
Corporation

Lauren Simpson, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: _____

OWNER
Department of Transportation
State of Colorado

APPROVED AS TO FORM:

For Gregg E. Carson, #25460
Attorney for the Colorado Department of Transportation

s/ Gregg E. Carson

By: 
Keith Stefanik as Chief Engineer

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing was acknowledged before me this 10th day of September 2024, by Keith Stefanik as Chief Engineer of the Department of Transportation State of Colorado.

(SEAL)



WITNESS my hand and official seal.

My commission expires: April 27, 2026


Notary Public

EXHIBIT A
COOT COAL CREEK MAINTENANCE YARD
ANNEXATION AGREEMENT

CDOT COAL CREEK ANNEXATION LEGAL DESCRIPTION

THAT PART OF THE NE ¼ OF SEC. 13, T. 2 S., R. 71 W., OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE CURRENT SOUTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 72 AND THE EASTERLY LINE OF THE DENVER & RIO GRANDE RAILROAD COMPANY RIGHT-OF-WAY AS SAID EASTERLY LINE IS SET FORTH IN BOOK 1674 AT PAGE 422, FROM WHENCE THE E ¼ CORNER OF SAID SECTION 13 BEARS S 87° 58' 49" E, 2009.61 FEET, MORE OR LESS;

THENCE ALONG SAID RAILROAD RIGHT-OF-WAY LINE ON A CURVE TO THE LEFT (WHOSE CHORD BEARS S 37° 25' 13" E, A DISTANCE OF 291.44 FEET) HAVING A RADIUS OF 423.00 FEET, A CENTRAL ANGLE OF 40° 18' 04", AN ARC DISTANCE OF 297.53 FEET TO THE POINT OF INTERSECTION OF SAID EASTERLY RAILROAD RIGHT-OF-WAY LINE WITH THE SOUTH LINE OF THE NE 1/4 OF SAID SECTION 13, ALSO BEING A POINT ON THE BOUNDARY LINE OF ARVADA ANNEXATION NO. 2805;

THENCE CONTINUING ALONG SAID EASTERLY RAILROAD RIGHT-OF-WAY LINE ON A CURVE TO THE LEFT AND SAID ANNEXATION ORDINANCE BOUNDARY (WHOSE CHORD BEARS S 61° 21' 13" E, A DISTANCE OF 55.81 FEET) HAVING A RADIUS OF 423.00 FEET, A CENTRAL ANGLE OF 07° 33' 56", AN ARC DISTANCE OF 55.85 FEET TO THE SOUTHWEST CORNER OF THE PARCEL DESCRIBED IN BOOK 2052, PAGE 21, IN THE RECORDS OF THE JEFFERSON COUNTY CLERK AND RECORDER;

THENCE N 70° 06' 18" E ALONG THE SOUTH LINE OF SAID PARCEL AND SAID ANNEXATION ORDINANCE BOUNDARY A DISTANCE OF 308.87 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL;

THENCE N 01° 29' 30" W ALONG THE EAST LINE OF SAID PARCEL AND SAID ANNEXATION ORDINANCE BOUNDARY, A DISTANCE OF 209.03 FEET TO THE PRESENT SOUTH RIGHT OF WAY LINE OF SAID HIGHWAY NO. 72;

THENCE N 01° 21' 23" W A DISTANCE OF 110.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID HIGHWAY NO. 72;

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE ON A CURVE TO THE LEFT (WHOSE CHORD BEARS S 85° 33' 51" W, A DISTANCE OF 409.94 FEET) HAVING A RADIUS OF 3,869.72 FEET, A CENTRAL ANGLE OF 06° 04' 21", AN ARC DISTANCE OF 410.13 FEET TO A CDOT RIGHT-OF-WAY MARKER;

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE S 87° 51' 02" W A DISTANCE OF 107.80 FEET;

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE S 82° 31' 41" W A DISTANCE OF 11.18 FEET TO THE EASTERLY LINE OF SAID DENVER & RIO GRANDE RAILROAD COMPANY RIGHT-OF-WAY;

THENCE ALONG SAID EASTERLY RAILROAD RIGHT-OF-WAY LINE ON A CURVE TO THE LEFT (WHOSE CHORD BEARS S 08° 25' 45" E, A DISTANCE OF 130.02 FEET) HAVING A RADIUS OF 423.00 FEET, A CENTRAL ANGLE OF 17° 40' 52", AN ARC DISTANCE OF 130.54 FEET TO THE POINT OF BEGINNING.

(PARCEL CONTAINS 4.02 ACRES MORE OR LESS)

Prepared By:

James V. Hastings

Anderson & Hastings Consultants, Inc.

7175 W. Jefferson Ave. Suite 4350

Lakewood, CO 80235



SYNOPSIS OF PLANNING COMMISSION ACTION ON CDOT Coal Creek Maintenance Yard

JUNE 18, 2024

Colorado Department of Transportation (CDOT) Coal Creek Maintenance Yard, a 4.02 acre parcel approximately located on the south side of State Highway 72 between Canyon Pines Drive and Plainview Road.

CP2024-0003 A Resolution by the Planning Commission for the City of Arvada, Colorado to amend the 2014 Arvada Comprehensive Plan Land Use designation pertaining to the Colorado Department of Transportation (CDOT) Coal Creek Maintenance Yard from Undesignated Land Use to City of Arvada Public/Quasi Public, for a 4.02 acre parcel of land approximately located on the south side of State Highway 72 between Canyon Pines Drive and Plainview Road in the County of Jefferson and State of Colorado.

An Ordinance Annexing certain land into the City of Arvada for the Colorado Department of Transportation (CDOT) Coal Creek Maintenance Yard, a 4.02 acre parcel of land approximately located on the South Side of State Highway 72 between Canyon Pines Drive and Plainview Road in the County of Jefferson and State of Colorado.

An Ordinance Rezoning Certain Land within the City of Arvada from Jefferson County Agriculture-One (A-1) to City of Arvada Open Space (OS) and amending the Official Zoning Maps of the City of Arvada, Colorado for the Colorado Department of Transportation (CDOT) Coal Creek Maintenance Yard, a 4.02 acre parcel of land approximately located on the south side of State Highway 72 between Canyon Pines Drive and Plainview Road.

Mr. Griffith opened the public hearing.

Mr. Griffith asked if all of the required documents were in order.

Mr. Nitchals stated the posting notice is in order, publication notice, mailing notice and no public comments were received.

Mr. Griffith asked are there any additions or corrections to the Staff Report?

Mr. Nitchals stated there is one. On page 8 criterion number 5 in the rational column, it says, "therefore will result in additional negative impacts" when it should read, "therefore will not result in additional negative impacts."

Mr. Griffith asked if there are any additional items that have been received to be made on the record?

Mr. Griffith stated the following items have been submitted and will be made a part of the permanent record, publication notice, posting notice, mailing notice and affidavit.

SYNOPSIS OF MINUTES JUNE 18, 2024 - CDOT Coal Creek Maintenance Yard

Mr. Griffith asked Mr. Nitchals to introduce the project.

Mr. Nitchals introduced the project. Colorado Department of Transportation (CDOT) Coal Creek Maintenance Yard. A Major Comprehensive Plan Amendment, Annexation and Rezoning.

Applicant - Rob Levinson, 2829 W Howard Pl. Denver, CO 80204, Here on behalf of CDOT to annex a portion of their Maintenance yard to the City. They want to connect to city sewer and eventually city water.

PUBLIC COMMENT

The public hearing was opened.

Mr. Griffith opened the hearing for comments from the public.

IN FAVOR

N/A

IN OPPOSITION

N/A

APPLICANT REBUTTAL

N/A

QUESTIONS FROM THE COMMISSION

Mr. Knapp asked if there is a requirement to be annexed into the city before water is available. Is this a requirement or is this not a requirement and this can be done without water?

Mr. Nitchals stated normally it is the requirement but the code does give City Council discretion on this matter.

Mr. Figliolino asked about the proposed Open Space zoning designation? People can't go recreate on this land?

Mr. Nitchals stated that the Open Space zone district is the only zone district that the Comprehensive Plan Public and Quasi-public Facilities designation is intended to implement. It is not perfect but the best designation given that it is a CDOT facility. It also has development standards that will help CDOT with their new building and its proximity to the Right-of-Way.

Mr. Figliolino states we will be looking at the Comprehensive Plan soon and we should make it clearer about Open Space zoning designation.

Mr. Magee commented that in the last few months we just approved a water treatment plan on land zoned Open Space. It's common to put these types of facilities on land zoned Open Space.

Mr. Hannan stated an administrative comment to change the names for Secretary and Vice Chair on the Comprehensive Plan Amendment document.

MOTION: 8.B.1

I move that CP2024-0003, a resolution by the Planning Commission for the City of Arvada, Colorado to amend the 2014 Arvada Comprehensive Plan Land Use designation pertaining to the Colorado Department of Transportation Coal Creek Maintenance Yard from Undesignated Land Use to City of Arvada Public/Quasi Public, for a parcel of land located on the South Side of State Highway 72 between Canyon Pines Drive and Plainview Road in the County of Jefferson and State of Colorado, be approved and recommended to City Council for ratification.

This motion is based on the finds of fact and approved criteria on Pages(s) 6 & 7 of the staff report.

DISCUSSION OF MOTION

Mr. Magee stated a very simple project but a good one anytime we can improve water quality and get rid of a septic system is good. He will be supporting the motion.

Mr. Gay supports the motion as well. Thinks the order of the motion are out of order. Shouldn't the annex be first.

Ms. Grogg stated we have talked about it internally, we do believe the Comprehensive Plan is first because that is our guiding document. So that we first change the designation then the entitlements. We have intentionally put the items in this order.

Mr. Figliolino stated thank you for the improvement in the water quality.

Those voting Yes: Griffith, Knapp, Aljinovich, Magee, Gay, Figliolino, Hannan

Those voting No:

Those absent: None

The motion carried: 7-0

MOTION: 8.B.2

SYNOPSIS OF MINUTES JUNE 18, 2024 - CDOT Coal Creek Maintenance Yard

I move that an Ordinance annexing certain land into the City of Arvada for the Colorado Department of Transportation (CDOT) Coal Creek Maintenance Yard, a 4.02 acre parcel of land approximately located on the South Side of State Highway 72 between Canyon Pines Drive and Plainview Road in the County of Jefferson and State of Colorado, be recommended to City Council for approval.

This motion is based on the finds of fact and approved criteria on Page 7 of the staff report.

DISCUSSION OF MOTION

N/A

Those voting Yes: Griffith, Aljinovich, Magee, Hannan, Figliolino, Knapp, Gay

Those voting No:

Those absent: None

The motion carried: 7-0

MOTION: 8.B.3

It was moved by Mr. Figliolino that an Ordinance Rezoning Certain Land within the City of Arvada from Jefferson County Agriculture-One (A-1) to City of Arvada Open Space (OS) and amending the Official Zoning Maps of the City of Arvada, Colorado for the Colorado Department of Transportation (CDOT) Coal Creek Maintenance Yard, a 4.02 acre parcel approximately located on the south side of State Highway 72 between Canyon Pines Drive and Plainview Road, be recommended to City Council for approval.

This motion is based on the finds of fact and approved criteria on Page(s) 7 & 8 of the staff report.

DISCUSSION OF MOTION

N/A

Those voting Yes: Griffith, Aljinovich, Magee, Hannan, Figliolino, Knapp, Gay

Those voting No:

Those absent: None

The motion carried: 7-0

City of Arvada
Community and Economic Development Department
PUBLIC HEARING STAFF REPORT

CDOT Coal Creek Maintenance Yard
Comprehensive Plan Amendment, Annexation & Rezoning
DA2023-0055

NATURE OF REQUEST

The Colorado Department of Transportation (CDOT) is requesting approval of Comprehensive Plan Amendment, Annexation, and Rezoning, for their facility at 25030 State Highway 72, in unincorporated Jefferson County. In an effort to provide faster road maintenance response, CDOT is planning to replace the existing two-bay snowplow storage building with a new four-bay building to house its current fleet of four plows at this location.

With construction of the new building and associated site improvements, CDOT would like to abandon and remediate the existing septic system, which is located in close proximity to Coal Creek, and connect to the City's sanitary sewer system. This will also allow for the installation of a sand/oil interceptor to filter the sand, oil and other materials generated by the facility which will improve the water quality running off the site and potentially entering Coal Creek.

Given that the property is eligible for annexation, they are required to annex to be served by the City's system. The need to annex triggers the Comprehensive Plan Amendment and Rezoning applications. The facility is currently served by a well and while CDOT would also like to connect to City water, the closest water main is approximately 3,600 feet to the southeast. CDOT has agreed to connect to City water when it is available. If the Comprehensive Plan Amendment, Annexation, and Rezoning applications are approved, the Site Plan Amendment application will be reviewed administratively.

LOCATION AND HISTORY

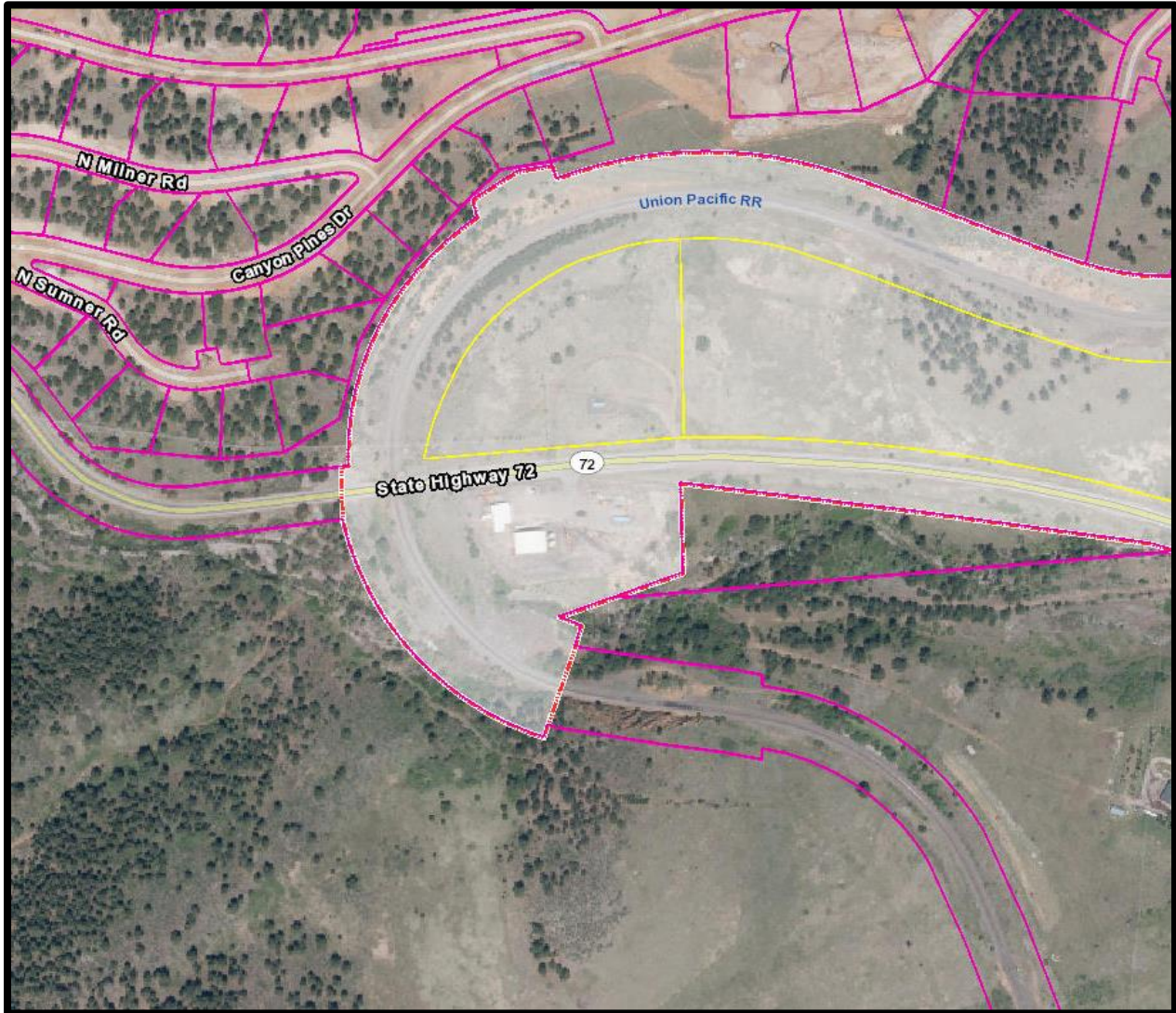
The property is located south of State Highway 72 (also known as Coal Creek Canyon Road in this area) and is bounded on the south and west by the Union Pacific Railroad tracks (see aerial image on next page). The majority of the property to be annexed, including the portion that is used for the maintenance yard, was purchased by CDOT in 1968. The existing two-bay building was constructed in 1969.

NEIGHBORHOOD MEETING

Division 8-2-2 of the Land Development Code requires that at least one neighborhood meeting be held for projects that require public hearings before the Planning Commission and City Council.

The virtual neighborhood meeting for this project was scheduled for February 2, 2023. However, there were no requests for the meeting link from the public at the time the meeting was scheduled to begin. Therefore, the meeting was cancelled.

AERIAL IMAGE



PUBLIC NOTIFICATION

Division 8-2-4 of the Land Development Code requires public notification for all public hearings as follows:

Written Notice: At least 15 days prior to all public hearings, written notice must be mailed to all property owners within 1,000 feet of the subject property and to all homeowners associations and neighborhood associations with a known interest in the subject property. The applicant will

provide an affidavit of mailing verifying this requirement has been met prior to the public hearing.

Posted Notice: At least 15 days prior to all public hearings, signs notifying the public of the hearing must be posted on the subject property. The applicant will provide a posting log verifying that this requirement has been met prior to the public hearing.

Published Notice: At least 15 days prior to all public hearings, notice of the hearing must be published in a newspaper of general circulation in the City. The required notice has been published.

SEVERED MINERAL RIGHTS

At least 30 days prior to the public hearing, written notice of the application must be mailed to any owner of mineral rights associated with the subject property. The applicant has provided the required Certification of Notice pursuant to Colorado Revised Statute 24-65.5-103.

DEVELOPMENT REVIEW TIMELINE

Review of the application began on October 16, 2023. Three reviews were required prior to proceeding with public hearings.

ALIGNMENT WITH CITY COUNCIL STRATEGIC PLAN

The project is consistent with the City Council Strategic Plan principles for the Community and Economic Development work system.

ZONING AND LAND USE

The subject property is currently located in unincorporated Jefferson County and is zoned Jefferson County Agriculture-One (A-1).

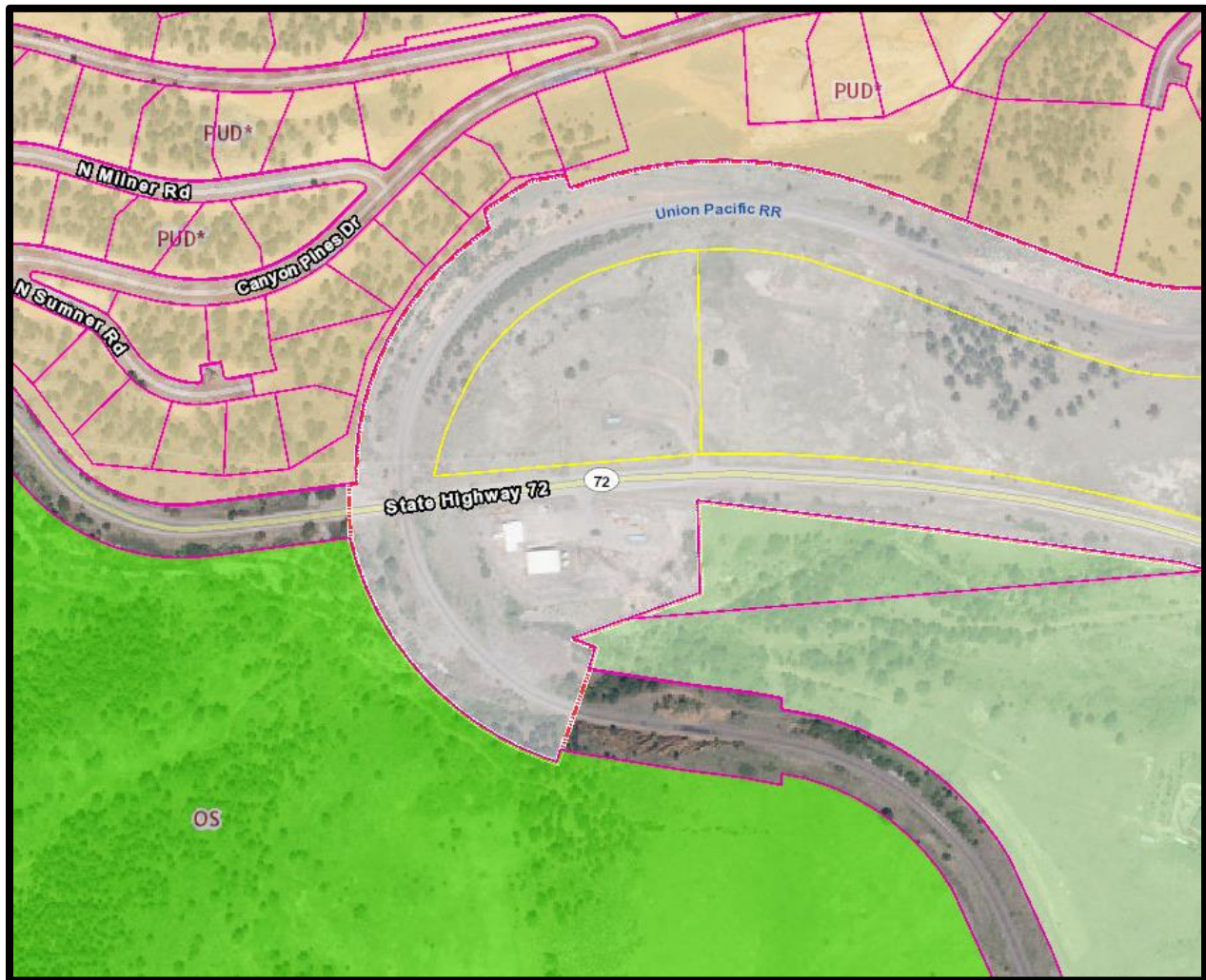
Surrounding properties are zoned and utilized as follows (see zoning map on next page):

Direction	Zoning	Actual Use
North (across State Hwy 72)	Jefferson County A-1	Utilities (United Power Facility)
South (across Union Pacific ROW)	Open Space (OS)	Jefferson County Open Space – Coal Creek Study Area
East	Residential Agriculture (RA)	Single Family Detached Residential with Possible Agricultural Use
West (across Union Pacific ROW)	OS	Jefferson County Open Space – Coal Creek Study Area

Staff recommends that the site be zoned Open Space (OS). The OS zone district is intended to implement the “Public and Quasi-Public” land use category in the City’s Comprehensive Plan. Given that CDOT facilities fall within the public land use category, staff feels that the OS zone

district is appropriate. This zoning also ensures that any future non-governmental use will require a rezoning.

ZONING MAP



PROJECT ANALYSIS

Annexation

Annexation into the City of Arvada requires conformance with the contiguity requirements in Colorado Revised Statutes §31-12-101 which requires at least one-sixth of the perimeter of the to be contiguous with the City of Arvada. As depicted on the attached annexation map, this property exceeds the state required one-sixth contiguity requirement.

Compliance with the Comprehensive Plan

The property doesn't currently fall within the City of Arvada's Comprehensive Plan area and therefore does not have a Comprehensive Plan Future Land Use Map designation. Staff recommends a Future Land Use Map designation of Public and Quasi-Public Facilities. The

primary uses within the Public and Quasi-Public Facilities category includes uses related to community services such as fire stations, schools, city buildings and utilities.

Setbacks

If the Comprehensive Plan Amendment, Annexation, and Rezoning are approved the setbacks will be reviewed administratively with the Site Plan Amendment.

Building Height

The maximum building height in the OS zone district is 35 feet. The proposed four-bay garage is a one-story structure that will comply with this requirement. This will be verified with the Site Plan Amendment application.

Landscaping, Buffering and Fencing

This is an existing CDOT site with limited well water. The landscaping, buffering, and fencing will remain as it exists.

Building Design

As proposed, the façade of the four-bay snowplow garage will be architectural metal panels with the primary color being antique bronze and an emerald green accent color. The building design will be reviewed with the Site Plan Amendment.

Circulation and Connectivity

This is an existing CDOT facility that accesses a State Highway. The existing access point onto the highway will not be altered.

Grading and Drainage

This is an existing maintenance yard with a variety of improvements; however, all changes to the site grading and drainage that results from the proposed building and associated site improvements will be reviewed with the Site Plan Amendment application. One of the proposed site improvements associated with the new building is a sand filter water quality feature that will filter run-off from the site before it flows into Coal Creek.

Site Lighting

Modifications to the site lighting are proposed with the new building and will be reviewed with the Site Plan Amendment application.

Utility Services

Sanitary service will be provided by the City of Arvada. Currently, the closest available water main is approximately 3,600 feet to the southeast within the State Highway 72. CDOT has committed to connecting to City water when it becomes available.

Police and Fire Protection

If annexed the property will be served by the Arvada Police Department. Coal Creek Canyon Fire Protection District is responsible for providing fire protection and will remain so if annexed into the City.

LAND DEVELOPMENT CODE APPROVAL CRITERIA

It is the responsibility of the applicant to justify the requested land use application. The Planning Commission should make a recommendation to the City Council based on its findings regarding the approval criteria shown in the table(s) below and upon testimony heard during the public hearing as it applied to the criteria.

Staff performed an analysis of the proposal, based on the approval criteria listed in Chapter 8 of the Land Development Code, and presents the following findings:

COMPREHENSIVE PLAN AMENDMENT CONSIDERATIONS	Finding	STAFF ASSESSMENT
1. The existing comprehensive plan and/or any related element thereof is in need of the proposed amendment.	Complies	Amending the existing Future Land Use Map is necessary to include the subject property within the City's Comprehensive Plan boundaries.
2. The proposed amendment is compatible with the surrounding area and the goals and policies of the Comprehensive Plan.	Complies	The proposed amendment is compatible with the surrounding area in that it doesn't facilitate any changes to the existing land use and it is compatible with broad goals and policies around traffic operations and coordinated regional transportation efforts.
3. The proposed amendment will have no major negative impacts on transportation, services, and facilities.	Complies	The proposed amendment will not have a major impact on transportation, services or facilities.
4. The proposed amendment will have minimal effect on service provision, including adequacy or availability of urban facilities and services, and is compatible with existing and planned service provisions.	Complies	The proposed amendment will not have a negative effect on existing or proposed service provisions.
5. The proposed amendment, if for an area outside of the City's current municipal boundaries, is consistent with the City's ability to annex property.	Complies	The proposed amendment will result in a condition that is consistent with the City's ability to annex the property.
6. Strict adherence to the existing comprehensive plan would result in a situation neither intended nor in keeping with other key elements and policies of the plan.	Complies	Strict adherence to the Comprehensive Plan would preclude annexation and sanitary sewer service. This would result in the continued use of a septic system in close proximity to Coal Creek and elimination of the proposed sand/oil interceptor which is not in keeping with broad Comprehensive Plan goals around water quality.

7. The proposed plan amendment will promote the public welfare and will be consistent with the goals and policies of the comprehensive plan and the elements thereof.	Complies	For the reasons stated in item 6 above, the proposed amendment will promote the public welfare and goals and policies of the Comprehensive Plan.
---	----------	--

Div. 8-3-3 Annexation and Disconnection Approval Criteria	Finding	Rationale
1. The annexation is in accord with the Comprehensive Plan and the best interests of the City would be served by annexation of such property.	Complies	Assuming the Comprehensive Plan Amendment is approved, the annexation is consistent with the Comprehensive Plan and the best interests of the City would be served by annexation of the property.
2. The property is capable of being integrated into the City and developed in compliance with all applicable provisions of this Code and the Arvada City Code.	Complies	The existing facility and proposed improvements are capable of being integrated into the City and comply with all applicable provisions of this Code and the City of Arvada Code.
3. At the time any development of the area proposed to be annexed is completed, there will be capacity to adequately serve residents of such area with all necessary utilities, facilities and public services.	Complies	The existing facility and proposed improvements will only connect to the existing sanitary sewer system which has capacity to adequately serve the area. All other utilities, facilities and public services will remain unchanged.

Div. 8-3-4 Zoning and Rezoning Approval Criteria	Finding	Rationale
1. The rezoning is consistent with the Arvada Comprehensive Plan, or an adopted sub-area plan, corridor plan, or urban renewal plan, or reflects conditions that have changed since the adoption of the Comprehensive Plan.	Complies	Assuming the Comprehensive Plan Amendment is approved, the rezoning to OS is consistent with the Future Land Use Map designation of Public and Quasi-Public Facilities.
2. The intended land use is consistent with the stated intent of the proposed zoning district.	Complies	For the reasons stated above in the <i>Zoning and Land Use</i> section, the existing land use is consistent with the proposed zone district.
3. Facilities and services (including sewage and waste disposal, water, gas, electricity, police and fire protection, and roads and transportation, as applicable) will, prior to development, be available to serve the subject property while maintaining adequate levels of service to existing development.	Complies	The existing facility and proposed improvements will only connect to the sanitary sewer system. The sanitary sewer system can serve the site while maintaining adequate levels of service to other existing developments. All other facilities and services will remain unchanged.

4. The intended land use for which the rezoning is sought will not result in significant adverse impacts upon the natural environment, including air, water, noise, stormwater management, wildlife, and vegetation, or such impacts will be substantially mitigated.	Complies	As detailed in the staff report, the proposed improvements to the existing CDOT facility will have a positive impact on water quality running off the site and into Coal Creek.
5. The rezoning is consistent with the character of existing or planned development on adjacent properties and in the surrounding area or neighborhood, or measures will be taken to substantially buffer or otherwise substantially mitigate any negative impacts.	Complies	This is an existing CDOT facility that predates the majority of the existing and planned development in the area and is consistent with other maintenance facilities found along State Highways and therefore, will not result in additional negative impacts.

STAFF RECOMMENDATION

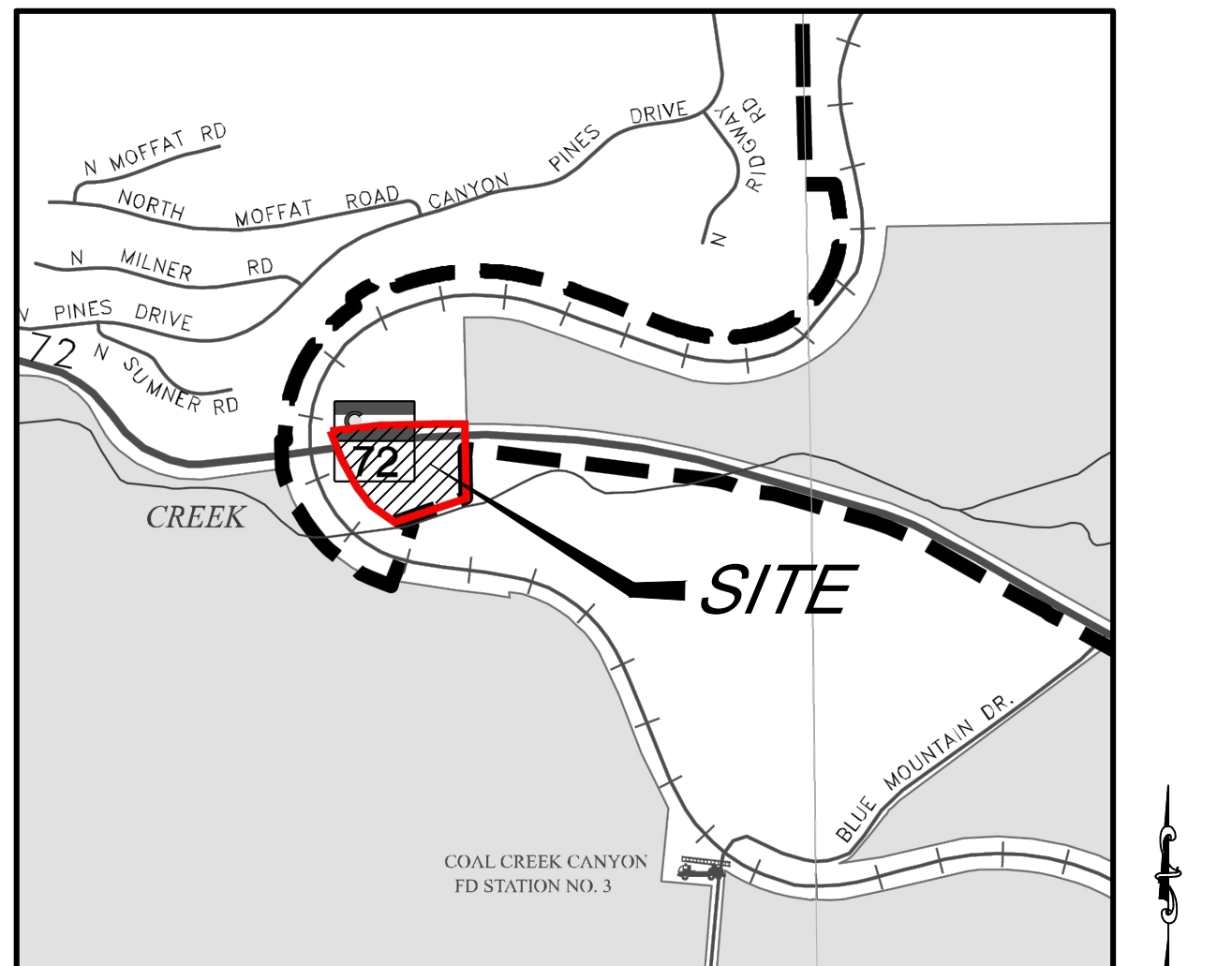
Based upon project analysis and review of the Land Development Code approval criteria, staff recommends approval of the Comprehensive Plan Amendment, Annexation and Rezoning.

The Planning Commission may recommend denial of the request(s) if it cannot make affirmative findings of the approval criteria stated above.

ANNEXATION MAP

CDOT COAL CREEK

A PART OF THE NE 1/4 OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 71 WEST OF THE 6TH PRINCIPAL MERIDAN, COUNTY OF JEFFERSON, STATE OF COLORADO.



VICINITY MAP

SCALE 1"= 500'

NORTH

LEGEND

	EXISTING ARVADA CITY LIMITS
	PROPOSED ARVADA CITY LIMITS
	SECTION LINE
	TIE LINE
	RIGHT-OF-WAY LINE
	LOT LINE
	FOUND QUARTER SECTION CORNER
	SET NO. 5 REBAR WITH YELLOW PLASTIC CAP LABELED: A&H CON PLS 22917

BASIS OF BEARINGS:

BEARINGS ARE BASED ON THE SOUTH LINE OF THE NE 1/4 OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 71 WEST, OF THE 6TH PRINCIPAL MERIDIAN, MONUMENTED BY A 3 1/2" ALUMINUM CAP (LABELED: 1/4, S13 | S18, R71W | R70W, LS 14057) MOUNTED ON A 2" ALUMINUM PIPE AT THE EAST 1/4 CORNER, AND A 1.5" ALUMINUM CAP ON A NO. 5 REBAR (LABELED: TST, C1/4 - S 13, LS 14166) AT THE CENTER 1/4 CORNER, BEARING S 84° 59' 09" W A DISTANCE OF 2603.52' (AS MEASURED) WITH ALL BEARINGS HEREON RELATIVE THERETO.

LEGAL DESCRIPTION

THAT PART OF THE NE 1/4 OF SEC. 13, T. 2 S., R. 71 W., OF THE 6TH P.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE CURRENT SOUTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 72 AND THE EASTERLY LINE OF THE DENVER & RIO GRANDE RAILROAD COMPANY RIGHT-OF-WAY AS SAID EASTERLY LINE IS SET FORTH IN BOOK 1674 AT PAGE 422, FROM WHENCE THE E 1/4 CORNER OF SAID SECTION 13 BEARS S 87° 58' 49" E, 2009.61 FEET, MORE OR LESS;

THENCE ALONG SAID RAILROAD RIGHT-OF-WAY LINE ON A CURVE TO THE LEFT (WHOSE CHORD BEARS S 37° 25' 13" E, A DISTANCE OF 291.44 FEET) HAVING A RADIUS OF 423.00 FEET, A CENTRAL ANGLE OF 40° 18' 04", AN ARC DISTANCE OF 297.53 FEET TO THE POINT OF INTERSECTION OF SAID EASTERLY RAILROAD RIGHT-OF-WAY LINE, TO THE SOUTH LINE OF THE NE 1/4 OF SAID SECTION 13, ALSO BEING A POINT ON THE BOUNDARY LINE OF ARVADA ANNEXATION NO. 2805;

THENCE CONTINUING ALONG SAID EASTERLY RAILROAD RIGHT-OF-WAY LINE ON A CURVE TO THE LEFT AND SAID ANNEXATION ORDINANCE BOUNDARY (WHOSE CHORD BEARS S 61° 21' 13" E, A DISTANCE OF 55.81 FEET) HAVING A RADIUS OF 423.00 FEET, A CENTRAL ANGLE OF 07° 33' 56", AN ARC DISTANCE OF 55.85 FEET TO THE SOUTHWEST CORNER OF THE PARCEL DESCRIBED IN BOOK 2052, PAGE 21, IN THE RECORDS OF THE JEFFERSON COUNTY CLERK AND RECORDER;

THENCE N 70° 06' 18" E ALONG THE SOUTH LINE OF SAID PARCEL AND SAID ANNEXATION ORDINANCE BOUNDARY A DISTANCE OF 308.87 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL;

THENCE N 01° 29' 30" W ALONG THE EAST LINE OF SAID PARCEL AND SAID ANNEXATION ORDINANCE BOUNDARY, A DISTANCE OF 209.03 FEET TO THE PRESENT SOUTH RIGHT OF WAY LINE OF SAID HIGHWAY NO. 72;

THENCE N 01° 21' 23" W A DISTANCE OF 110.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID HIGHWAY NO. 72;

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE ON A CURVE TO THE LEFT (WHOSE CHORD BEARS S 85° 33' 51" W, A DISTANCE OF 409.94 FEET) HAVING A RADIUS OF 3,869.72 FEET, A CENTRAL ANGLE OF 06° 04' 21", AN ARC DISTANCE OF 410.13 FEET TO A CDOT RIGHT-OF-WAY MARKER;

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE S 87° 51' 02" W A DISTANCE OF 107.80 FEET;

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE S 82° 31' 41" W A DISTANCE OF 11.18 FEET TO THE EASTERLY LINE OF SAID DENVER & RIO GRANDE RAILROAD COMPANY RIGHT-OF-WAY;

THENCE ALONG SAID EASTERLY RAILROAD RIGHT-OF-WAY LINE ON A CURVE TO THE LEFT (WHOSE CHORD BEARS S 08° 25' 45" E, A DISTANCE OF 130.02 FEET) HAVING A RADIUS OF 423.00 FEET, A CENTRAL ANGLE OF 17° 40' 52", AN ARC DISTANCE OF 130.54 FEET TO THE POINT OF BEGINNING.

(PARCEL CONTAINS 4.02 ACRES MORE OR LESS)

NOTE: DISTANCES ARE MEASURED IN US SURVEY FEET. ANGLES ARE MEASURED IN DEGREES, MINUTES AND SECONDS.

SURVEYOR'S CERTIFICATE

I, JAMES V. HASTINGS, A LICENSED PROFESSIONAL LAND SURVEY REGISTERED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS CDOT COAL CREEK ANNEXATION MAP WAS PREPARED UNDER MY DIRECT SUPERVISION AND ACCURATELY DESCRIBES THE LAND TO BE ANNEXED TO THE CITY OF ARVADA. I FURTHER CERTIFY THAT SAID LAND IS GREATER THAN ONE-SIXTH (1/6) CONTIGUOUS WITH THE PRESENT BOUNDARY OF THE CITY OF ARVADA. THE ABOVE DESCRIBED LAND IS CONTIGUOUS TO THE CITY OF ARVADA AND MEETS THE REQUIREMENTS SET FORTH IN COLORADO REVISED STATUTES 1973, 31-12-104-1(a) THAT ONE-SIXTH OR MORE OF THE PERIMETER TO BE ANNEXED IS CONTIGUOUS WITH THE ANNEXING MUNICIPALITY.



JAMES V. HASTINGS P.L.S. #22917

CONTIGUITY STATEMENT:

THE ABOVE DESCRIBED LAND IS CONTIGUOUS TO THE CITY OF ARVADA AND MEETS THE REQUIREMENTS SET FORTH IN COLORADO REVISED STATUTES 31-12-104-1(a) THAT ONE-SIXTH FOR MORE OF THE PERIMETER TO BE ANNEXED IS CONTIGUOUS WITH THE ANNEXING MUNICIPALITY.

CONTIGUITY STATEMENT:

- TOTAL PERIMETER OF AREA CONSIDERED FOR ANNEXATION = 1640.9'
- ONE-SIXTH OF TOTAL PERIMETER OF AREA = 273.48'
- PERIMETER OF THE AREA CONTIGUOUS WITH EXISTING CITY LIMITS = 573.7'
- THE TOTAL CONTIGUOUS PERIMETER IS 35%, WHICH MEETS OR EXCEEDS THE 1/6 AREA REQUIRED.

APPROVAL CERTIFICATE:

APPROVED FOR FILING BY THE CITY OF ARVADA THIS _____ DAY OF _____, 20____.

MAYOR _____ ATTEST: _____
CITY CLERK

ORDINANCE NUMBER(S) _____

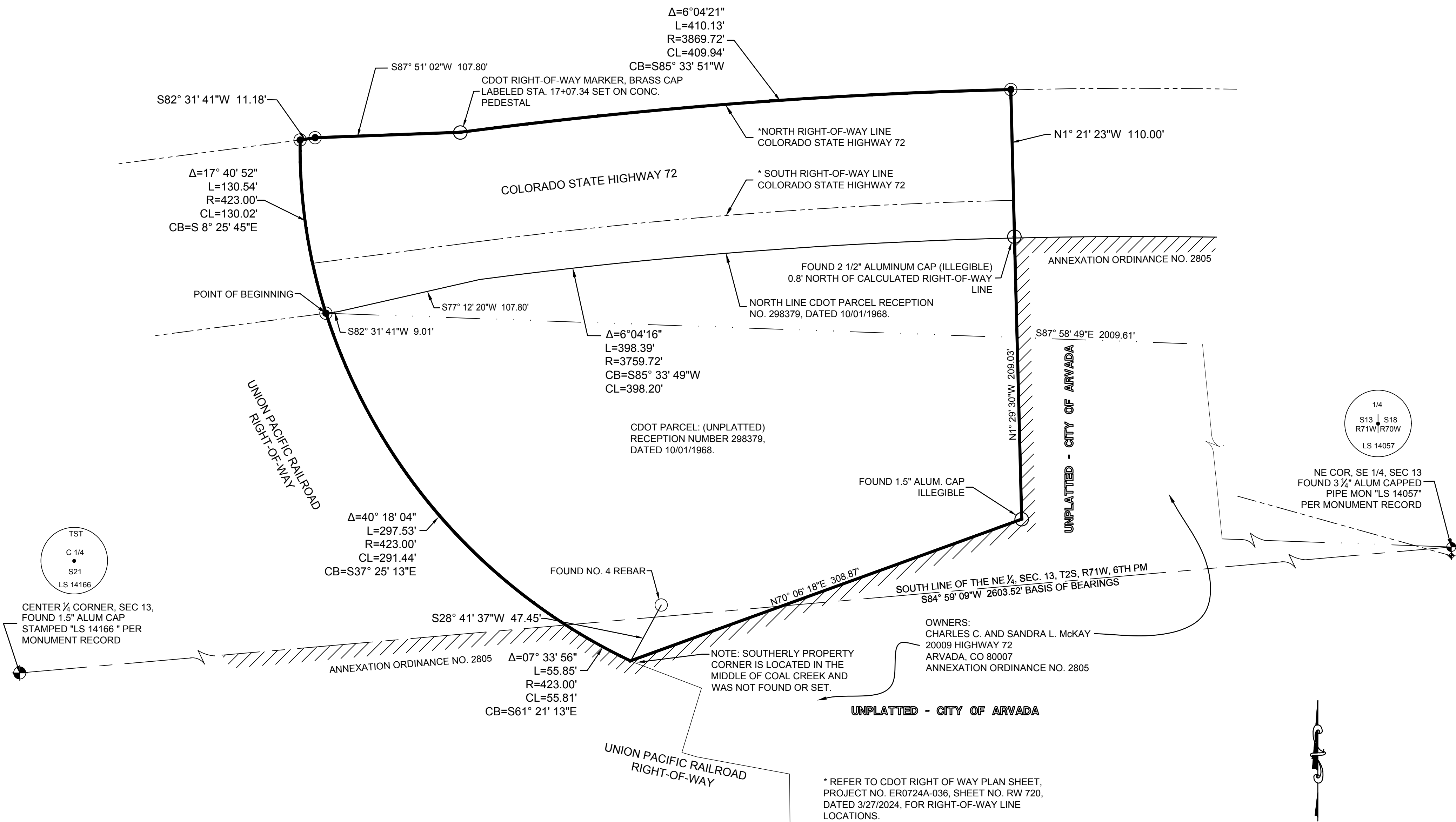
CLERK AND RECORDER'S CERTIFICATE:

ACCEPTED FOR FILING BY THE OFFICE OF THE CLERK AND RECORDER OF JEFFERSON COUNTY, AT GOLDEN, COLORADO ON THIS _____ DAY OF _____, 20____ AT _____ O'CLOCK.

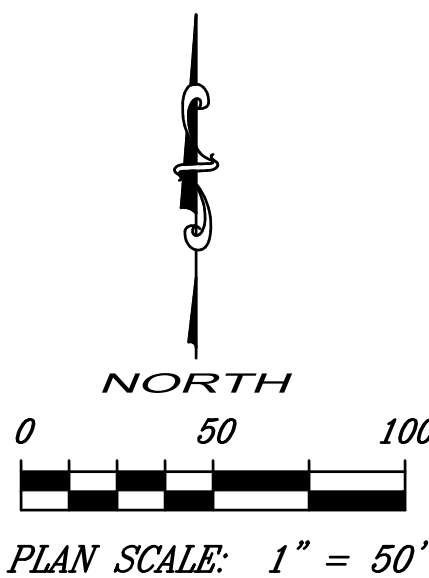
BY: _____ DEPUTY CLERK
JEFFERSON COUNTY CLERK AND RECORDER

DRAWN BY JVH	Anderson & Hastings Consulting Engineers Inc. 7175 W. Jefferson Ave., Suite 4350 Lakewood, Colorado 80235 303-433-8496 DIRECT 720-452-0520 e-mail: jvhastings@ahcinc.com	JOB NO. 130-22019
DATE 10/03/2024		SHEET NO. 1

ANNEXATION MAP



* REFER TO CDOT RIGHT OF WAY PLAN SHEET, PROJECT NO. ER0724A-036, SHEET NO. RW 720, DATED 3/27/2024, FOR RIGHT-OF-WAY LINE LOCATIONS.





REPORT TO CITY COUNCIL ORDINANCE FIRST READING

**AGENDA ITEM
8.C.2.**

TO: THE HONORABLE CITY COUNCIL

DATE: November 18, 2024

SUBJECT: CB24-019, An Ordinance Rezoning Certain Land within the City of Arvada from Jefferson County A-1 (Agriculture-One) to City of Arvada OS (Open Space) and Amending the Official Zoning Maps of the City of Arvada, Colorado for the Colorado Department of Transportation (CDOT) Coal Creek Maintenance Yard, Approximately Located on the Southside of State Highway 72 between Canyon Pines Drive and Plainview Road (Public Hearing to be set for January 6, 2025 at 6:15 p.m.)

Report in Brief

The Colorado Department of Transportation (CDOT) is requesting approval of Comprehensive Plan Amendment, Annexation, and Rezoning, for their facility at 25030 State Highway 72, in unincorporated Jefferson County. In an effort to provide faster road maintenance response, CDOT is planning to replace the existing two-bay snowplow storage building with a new four-bay building to house its current fleet of four plows at this location.

With construction of the new building and associated site improvements, CDOT would like to abandon and remediate the existing septic system, which is located in close proximity to Coal Creek, and connect to the City's sanitary sewer system. This will also allow for the installation of a sand/oil interceptor to filter the sand, oil and other materials generated by the facility which will improve the water quality running off the site and potentially entering Coal Creek.

Given that the property is eligible for annexation, they are required to annex to be served by the City's system. The need to annex triggers the Comprehensive Plan Amendment and Rezoning applications. The facility is currently served by a well and while CDOT would also like to connect to City water, the closest water main is approximately 3,600 feet to the southeast. CDOT has agreed to connect to City water when it is available. If the Comprehensive Plan Amendment, Annexation, and Rezoning applications are approved, the Site Plan Amendment application will be reviewed administratively.

Financial Impact

There is no fiscal impact to the city.

Background

The Colorado Department of Transportation (CDOT) is requesting approval of Comprehensive Plan Amendment, Annexation, and Rezoning, for their facility at 25030 State Highway 72, in unincorporated Jefferson County. In an effort to provide faster road maintenance response, CDOT is planning to replace the existing two-bay snowplow storage building with a new four-bay building to house its current fleet of four plows at this location.

With construction of the new building and associated site improvements, CDOT would like to abandon and remediate the existing septic system, which is located in close proximity to Coal Creek, and connect to the City's sanitary sewer system. This will also allow for the installation of a sand/oil interceptor to filter the sand, oil and other materials generated by the facility, which will improve the water quality running off the site and potentially entering Coal Creek.

Given that the property is eligible for annexation, they are required to annex to be served by the City's system. The need to annex triggers the Comprehensive Plan Amendment and Rezoning applications. The facility is currently served by a well and while CDOT would also like to connect to city water, the closest water main is approximately 3,600 feet to the southeast.

SUBJECT: CB24-019, An Ordinance Rezoning Certain Land within the City of Arvada from Jefferson County A-1 (Agriculture-One) to City of Arvada OS (Open Space) and Amending the Official Zoning Maps of the City of Arvada, Colorado for the Colorado Department of Transportation (CDOT) Coal Creek Maintenance Yard, Approximately Located on the Southside of State Highway 72 between Canyon Pines Drive and Plainview Road (Public Hearing to be set for January 6, 2025 at 6:15 p.m.)

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ITEM: 8.C.2.

CDOT has agreed to connect to City water when it is available. If the Comprehensive Plan Amendment, Annexation, and Rezoning applications are approved, the Site Plan Amendment application will be reviewed administratively.

Discussion

Div. 8-3-4 Zoning and Rezoning Approval Criteria	Finding	Rationale
1. The rezoning is consistent with the Arvada Comprehensive Plan, or an adopted sub-area plan, corridor plan, or urban renewal plan, or reflects conditions that have changed since the adoption of the Comprehensive Plan.	Complies	Assuming the Comprehensive Plan Amendment is approved, the rezoning to OS is consistent with the Future Land Use Map designation of Public and Quasi-Public Facilities.
2. The intended land use is consistent with the stated intent of the proposed zoning district.	Complies	For the reasons stated above in the <i>Zoning and Land Use</i> section, the existing land use is consistent with the proposed zone district.
3. Facilities and services (including sewage and waste disposal, water, gas, electricity, police and fire protection, and roads and transportation, as applicable) will, prior to development, be available to serve the subject property while maintaining adequate levels of service to existing development.	Complies	The existing facility and proposed improvements will only connect to the sanitary sewer system. The sanitary sewer system can serve the site while maintaining adequate levels of service to other existing developments. All other facilities and services will remain unchanged.
4. The intended land use for which the rezoning is sought will not result in significant adverse impacts upon the natural environment, including air, water, noise, stormwater management, wildlife, and vegetation, or such impacts will be substantially mitigated.	Complies	As detailed in the staff report, the proposed improvements to the existing CDOT facility will have a positive impact on water quality running off the site and into Coal Creek.
5. The rezoning is consistent with the character of existing or planned development on adjacent properties and in the surrounding area or neighborhood, or measures will be taken to substantially buffer or otherwise substantially mitigate any negative impacts.	Complies	This is an existing CDOT facility that predates the majority of the existing and planned development in the area and is consistent with other maintenance facilities found along State Highways and therefore will not result in additional negative impacts.

Public Contact

Written Notice: At least 15 days prior to all public hearings, written notice must be mailed to all property owners within 1,000 feet of the subject property and to all homeowners associations and neighborhood associations with a known interest in the subject property. The applicant will provide an affidavit of mailing verifying this requirement has been met prior to the public hearing.

SUBJECT: CB24-019, An Ordinance Rezoning Certain Land within the City of Arvada from Jefferson County A-1 (Agriculture-One) to City of Arvada OS (Open Space) and Amending the Official Zoning Maps of the City of Arvada, Colorado for the Colorado Department of Transportation (CDOT) Coal Creek Maintenance Yard, Approximately Located on the Southside of State Highway 72 between Canyon Pines Drive and Plainview Road (Public Hearing to be set for January 6, 2025 at 6:15 p.m.)

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ITEM: 8.C.2.

Posted Notice: At least 15 days prior to all public hearings, signs notifying the public of the hearing must be posted on the subject property. The applicant will provide a posting log verifying that this requirement has been met prior to the public hearing.

Published Notice: At least 15 days prior to all public hearings, notice of the hearing must be published in a newspaper of general circulation in the City. The required notice has been published.

Commission Recommendation

On June 18, 2024, the Planning Commission voted 7 to 0 to recommend approval to the City Council.

Strategic Alignment

The project is consistent with the City Council Strategic Plan principles for the Community and Economic Development work system.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada Team recommends that the City Council Approve CB24-019, An Ordinance Rezoning Certain Land within the City of Arvada from Jefferson County A-1 (Agriculture-One) to City of Arvada OS (Open Space) and amending the Official Zoning Maps of the City of Arvada, Colorado for the Colorado Department of Transportation (CDOT) Coal Creek Maintenance Yard, approximately located on the south side of State Highway 72 between Canyon Pines Drive and Plainview Road.

Suggested Motion:

I move that CB24-019, An Ordinance Rezoning Certain Land within the City of Arvada from Jefferson County A-1 (Agriculture-One) to City of Arvada OS (Open Space) and Amending the Official Zoning Maps of the City of Arvada, Colorado for the Colorado Department of Transportation (CDOT) Coal Creek Maintenance Yard, Approximately Located on the Southside of State Highway 72 between Canyon Pines Drive and Plainview Road, be (approved on first reading, ordered published in full and a public hearing date set for January 6, 2025, at 6:15 p.m.) (rejected).

Prepared by:
Dixielee Rodriguez, Administrative Specialist

Reviewed by:

Approved by:

Jacob Nitchals, Senior Planner

10/28/2024

Josie Suk, Development Systems and Administrative Manager

10/29/2024

SUBJECT: CB24-019, An Ordinance Rezoning Certain Land within the City of Arvada from Jefferson County A-1 (Agriculture-One) to City of Arvada OS (Open Space) and Amending the Official Zoning Maps of the City of Arvada, Colorado for the Colorado Department of Transportation (CDOT) Coal Creek Maintenance Yard, Approximately Located on the Southside of State Highway 72 between Canyon Pines Drive and Plainview Road (Public Hearing to be set for January 6, 2025 at 6:15 p.m.)

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ITEM: 8.C.2.

Rob Smetana, Planning Manager	10/29/2024
Jessica Garner, Director of Community and Economic Development	10/29/2024
Gail Walker, Legal Specialist-Contracts	10/29/2024
Emily Grogg, Senior Assistant City Attorney	10/29/2024
Rachel Morris, City Attorney	11/6/2024
Linda Haley, Acting City Manager	11/6/2024

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 24-019
ORDINANCE NO.

AN ORDINANCE REZONING CERTAIN LAND WITHIN THE CITY OF ARVADA,
FROM JEFFERSON COUNTY A-1 (AGRICULTURAL-ONE) TO CITY OF ARVADA
OS (OPEN SPACE) AND AMENDING THE OFFICIAL ZONING MAPS OF THE CITY
OF ARVADA, COLORADO, FOR THE COLORADO DEPARTMENT OF
TRANSPORTATION (CDOT) COAL CREEK MAINTENANCE YARD,
APPROXIMATELY LOCATED ON THE SOUTH SIDE OF HIGHWAY 72 BETWEEN
CANYON PINES DRIVE AND PLAINVIEW ROAD

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

Section 1. The following described property is hereby rezoned from Jefferson County A-1
(Agricultural-One) to City of Arvada OS (Open Space).

THE PROPERTY LOCATED SOUTH OF STATE HIGHWAY 72 (ALSO KNOWN AS
COAL CREEK CANYON ROAD) AND IS BOUNDED ON THE SOUTH AND WEST
BY THE UNION PACIFIC RAILROAD TRACKS. MORE PARTICULARLY
DESCRIBED ON THE ATTACHED EXHIBIT A.

Section 2. The Official Zoning Maps of the City of Arvada are hereby amended in
accordance herewith.

Section 3. This ordinance shall be effective fifteen days after publication following final
passage.

INTRODUCED, READ, AND ORDERED PUBLISHED this 18th day of November 2024.

PASSED, ADOPTED, AND APPROVED this _____ day of _____, 2024.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

By: _____

Publication Dates: November 21, 2024

SYNOPSIS OF PLANNING COMMISSION ACTION ON CDOT Coal Creek Maintenance Yard

JUNE 18, 2024

Colorado Department of Transportation (CDOT) Coal Creek Maintenance Yard, a 4.02 acre parcel approximately located on the south side of State Highway 72 between Canyon Pines Drive and Plainview Road.

CP2024-0003 A Resolution by the Planning Commission for the City of Arvada, Colorado to amend the 2014 Arvada Comprehensive Plan Land Use designation pertaining to the Colorado Department of Transportation (CDOT) Coal Creek Maintenance Yard from Undesignated Land Use to City of Arvada Public/Quasi Public, for a 4.02 acre parcel of land approximately located on the south side of State Highway 72 between Canyon Pines Drive and Plainview Road in the County of Jefferson and State of Colorado.

An Ordinance Annexing certain land into the City of Arvada for the Colorado Department of Transportation (CDOT) Coal Creek Maintenance Yard, a 4.02 acre parcel of land approximately located on the South Side of State Highway 72 between Canyon Pines Drive and Plainview Road in the County of Jefferson and State of Colorado.

An Ordinance Rezoning Certain Land within the City of Arvada from Jefferson County Agriculture-One (A-1) to City of Arvada Open Space (OS) and amending the Official Zoning Maps of the City of Arvada, Colorado for the Colorado Department of Transportation (CDOT) Coal Creek Maintenance Yard, a 4.02 acre parcel of land approximately located on the south side of State Highway 72 between Canyon Pines Drive and Plainview Road.

Mr. Griffith opened the public hearing.

Mr. Griffith asked if all of the required documents were in order.

Mr. Nitchals stated the posting notice is in order, publication notice, mailing notice and no public comments were received.

Mr. Griffith asked are there any additions or corrections to the Staff Report?

Mr. Nitchals stated there is one. On page 8 criterion number 5 in the rational column, it says, "therefore will result in additional negative impacts" when it should read, "therefore will not result in additional negative impacts."

Mr. Griffith asked if there are any additional items that have been received to be made on the record?

Mr. Griffith stated the following items have been submitted and will be made a part of the permanent record, publication notice, posting notice, mailing notice and affidavit.

SYNOPSIS OF MINUTES JUNE 18, 2024 - CDOT Coal Creek Maintenance Yard

Mr. Griffith asked Mr. Nitchals to introduce the project.

Mr. Nitchals introduced the project. Colorado Department of Transportation (CDOT) Coal Creek Maintenance Yard. A Major Comprehensive Plan Amendment, Annexation and Rezoning.

Applicant - Rob Levinson, 2829 W Howard Pl. Denver, CO 80204, Here on behalf of CDOT to annex a portion of their Maintenance yard to the City. They want to connect to city sewer and eventually city water.

PUBLIC COMMENT

The public hearing was opened.

Mr. Griffith opened the hearing for comments from the public.

IN FAVOR

N/A

IN OPPOSITION

N/A

APPLICANT REBUTTAL

N/A

QUESTIONS FROM THE COMMISSION

Mr. Knapp asked if there is a requirement to be annexed into the city before water is available. Is this a requirement or is this not a requirement and this can be done without water?

Mr. Nitchals stated normally it is the requirement but the code does give City Council discretion on this matter.

Mr. Figliolino asked about the proposed Open Space zoning designation? People can't go recreate on this land?

Mr. Nitchals stated that the Open Space zone district is the only zone district that the Comprehensive Plan Public and Quasi-public Facilities designation is intended to implement. It is not perfect but the best designation given that it is a CDOT facility. It also has development standards that will help CDOT with their new building and its proximity to the Right-of-Way.

Mr. Figliolino states we will be looking at the Comprehensive Plan soon and we should make it clearer about Open Space zoning designation.

Mr. Magee commented that in the last few months we just approved a water treatment plan on land zoned Open Space. It's common to put these types of facilities on land zoned Open Space.

Mr. Hannan stated an administrative comment to change the names for Secretary and Vice Chair on the Comprehensive Plan Amendment document.

MOTION: 8.B.1

I move that CP2024-0003, a resolution by the Planning Commission for the City of Arvada, Colorado to amend the 2014 Arvada Comprehensive Plan Land Use designation pertaining to the Colorado Department of Transportation Coal Creek Maintenance Yard from Undesignated Land Use to City of Arvada Public/Quasi Public, for a parcel of land located on the South Side of State Highway 72 between Canyon Pines Drive and Plainview Road in the County of Jefferson and State of Colorado, be approved and recommended to City Council for ratification.

This motion is based on the finds of fact and approved criteria on Pages(s) 6 & 7 of the staff report.

DISCUSSION OF MOTION

Mr. Magee stated a very simple project but a good one anytime we can improve water quality and get rid of a septic system is good. He will be supporting the motion.

Mr. Gay supports the motion as well. Thinks the order of the motion are out of order. Shouldn't the annex be first.

Ms. Grogg stated we have talked about it internally, we do believe the Comprehensive Plan is first because that is our guiding document. So that we first change the designation then the entitlements. We have intentionally put the items in this order.

Mr. Figliolino stated thank you for the improvement in the water quality.

Those voting Yes: Griffith, Knapp, Aljinovich, Magee, Gay, Figliolino, Hannan

Those voting No:

Those absent: None

The motion carried: 7-0

MOTION: 8.B.2

SYNOPSIS OF MINUTES JUNE 18, 2024 - CDOT Coal Creek Maintenance Yard

I move that an Ordinance annexing certain land into the City of Arvada for the Colorado Department of Transportation (CDOT) Coal Creek Maintenance Yard, a 4.02 acre parcel of land approximately located on the South Side of State Highway 72 between Canyon Pines Drive and Plainview Road in the County of Jefferson and State of Colorado, be recommended to City Council for approval.

This motion is based on the finds of fact and approved criteria on Page 7 of the staff report.

DISCUSSION OF MOTION

N/A

Those voting Yes: Griffith, Aljinovich, Magee, Hannan, Figliolino, Knapp, Gay

Those voting No:

Those absent: None

The motion carried: 7-0

MOTION: 8.B.3

It was moved by Mr. Figliolino that an Ordinance Rezoning Certain Land within the City of Arvada from Jefferson County Agriculture-One (A-1) to City of Arvada Open Space (OS) and amending the Official Zoning Maps of the City of Arvada, Colorado for the Colorado Department of Transportation (CDOT) Coal Creek Maintenance Yard, a 4.02 acre parcel approximately located on the south side of State Highway 72 between Canyon Pines Drive and Plainview Road, be recommended to City Council for approval.

This motion is based on the finds of fact and approved criteria on Page(s) 7 & 8 of the staff report.

DISCUSSION OF MOTION

N/A

Those voting Yes: Griffith, Aljinovich, Magee, Hannan, Figliolino, Knapp, Gay

Those voting No:

Those absent: None

The motion carried: 7-0

City of Arvada
Community and Economic Development Department
PUBLIC HEARING STAFF REPORT

CDOT Coal Creek Maintenance Yard
Comprehensive Plan Amendment, Annexation & Rezoning
DA2023-0055

NATURE OF REQUEST

The Colorado Department of Transportation (CDOT) is requesting approval of Comprehensive Plan Amendment, Annexation, and Rezoning, for their facility at 25030 State Highway 72, in unincorporated Jefferson County. In an effort to provide faster road maintenance response, CDOT is planning to replace the existing two-bay snowplow storage building with a new four-bay building to house its current fleet of four plows at this location.

With construction of the new building and associated site improvements, CDOT would like to abandon and remediate the existing septic system, which is located in close proximity to Coal Creek, and connect to the City's sanitary sewer system. This will also allow for the installation of a sand/oil interceptor to filter the sand, oil and other materials generated by the facility which will improve the water quality running off the site and potentially entering Coal Creek.

Given that the property is eligible for annexation, they are required to annex to be served by the City's system. The need to annex triggers the Comprehensive Plan Amendment and Rezoning applications. The facility is currently served by a well and while CDOT would also like to connect to City water, the closest water main is approximately 3,600 feet to the southeast. CDOT has agreed to connect to City water when it is available. If the Comprehensive Plan Amendment, Annexation, and Rezoning applications are approved, the Site Plan Amendment application will be reviewed administratively.

LOCATION AND HISTORY

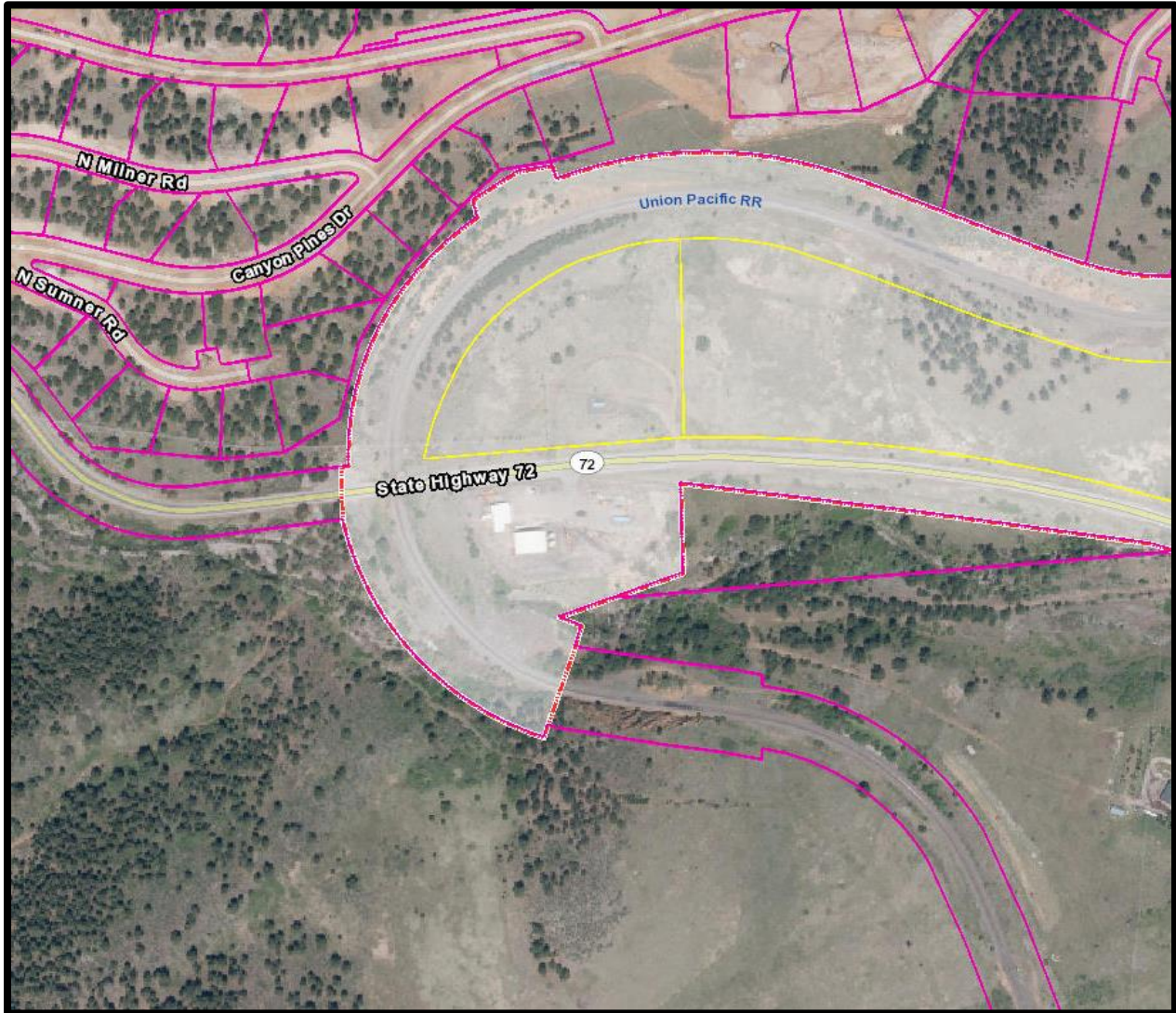
The property is located south of State Highway 72 (also known as Coal Creek Canyon Road in this area) and is bounded on the south and west by the Union Pacific Railroad tracks (see aerial image on next page). The majority of the property to be annexed, including the portion that is used for the maintenance yard, was purchased by CDOT in 1968. The existing two-bay building was constructed in 1969.

NEIGHBORHOOD MEETING

Division 8-2-2 of the Land Development Code requires that at least one neighborhood meeting be held for projects that require public hearings before the Planning Commission and City Council.

The virtual neighborhood meeting for this project was scheduled for February 2, 2023. However, there were no requests for the meeting link from the public at the time the meeting was scheduled to begin. Therefore, the meeting was cancelled.

AERIAL IMAGE



PUBLIC NOTIFICATION

Division 8-2-4 of the Land Development Code requires public notification for all public hearings as follows:

Written Notice: At least 15 days prior to all public hearings, written notice must be mailed to all property owners within 1,000 feet of the subject property and to all homeowners associations and neighborhood associations with a known interest in the subject property. The applicant will

provide an affidavit of mailing verifying this requirement has been met prior to the public hearing.

Posted Notice: At least 15 days prior to all public hearings, signs notifying the public of the hearing must be posted on the subject property. The applicant will provide a posting log verifying that this requirement has been met prior to the public hearing.

Published Notice: At least 15 days prior to all public hearings, notice of the hearing must be published in a newspaper of general circulation in the City. The required notice has been published.

SEVERED MINERAL RIGHTS

At least 30 days prior to the public hearing, written notice of the application must be mailed to any owner of mineral rights associated with the subject property. The applicant has provided the required Certification of Notice pursuant to Colorado Revised Statute 24-65.5-103.

DEVELOPMENT REVIEW TIMELINE

Review of the application began on October 16, 2023. Three reviews were required prior to proceeding with public hearings.

ALIGNMENT WITH CITY COUNCIL STRATEGIC PLAN

The project is consistent with the City Council Strategic Plan principles for the Community and Economic Development work system.

ZONING AND LAND USE

The subject property is currently located in unincorporated Jefferson County and is zoned Jefferson County Agriculture-One (A-1).

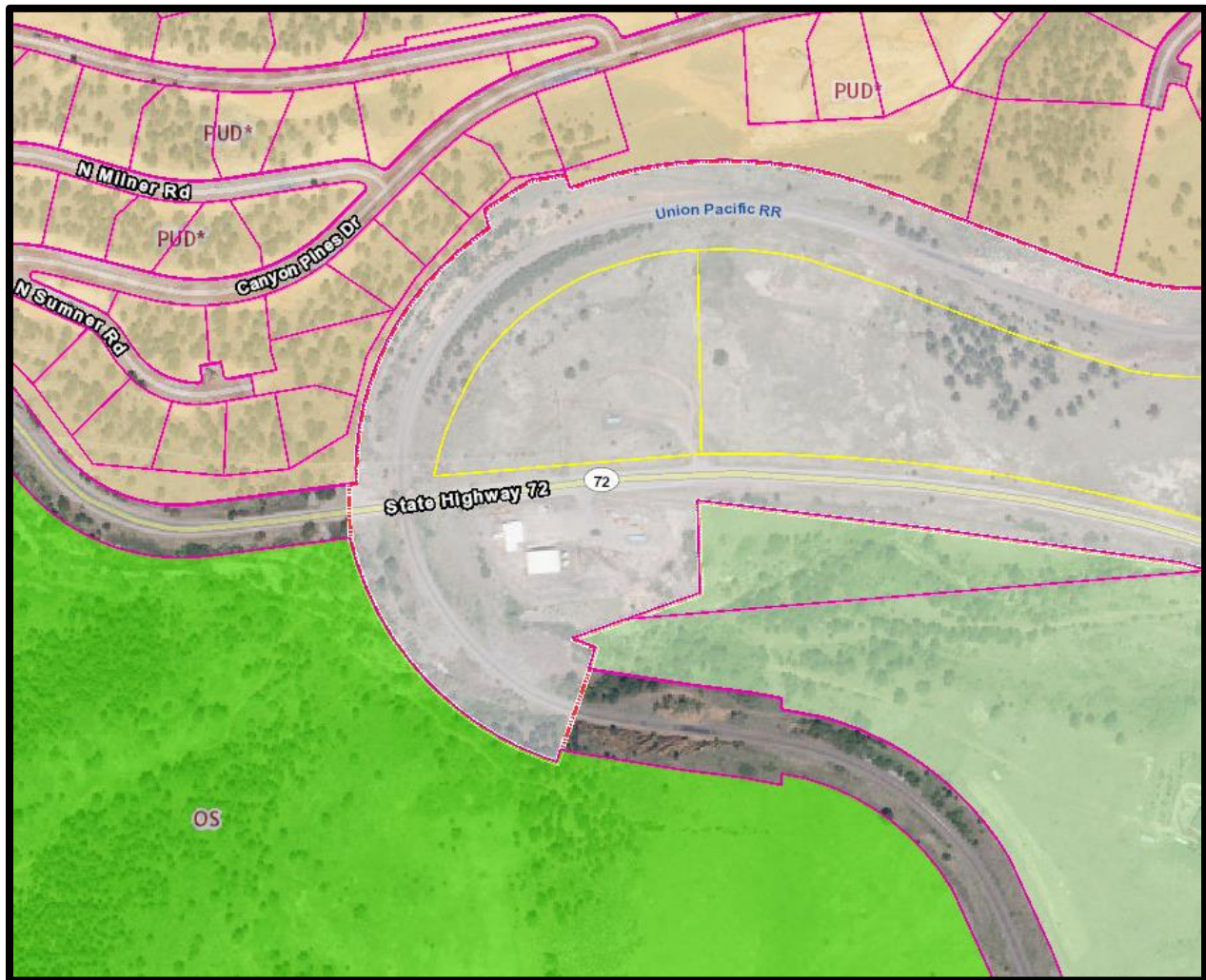
Surrounding properties are zoned and utilized as follows (see zoning map on next page):

Direction	Zoning	Actual Use
North (across State Hwy 72)	Jefferson County A-1	Utilities (United Power Facility)
South (across Union Pacific ROW)	Open Space (OS)	Jefferson County Open Space – Coal Creek Study Area
East	Residential Agriculture (RA)	Single Family Detached Residential with Possible Agricultural Use
West (across Union Pacific ROW)	OS	Jefferson County Open Space – Coal Creek Study Area

Staff recommends that the site be zoned Open Space (OS). The OS zone district is intended to implement the “Public and Quasi-Public” land use category in the City’s Comprehensive Plan. Given that CDOT facilities fall within the public land use category, staff feels that the OS zone

district is appropriate. This zoning also ensures that any future non-governmental use will require a rezoning.

ZONING MAP



PROJECT ANALYSIS

Annexation

Annexation into the City of Arvada requires conformance with the contiguity requirements in Colorado Revised Statutes §31-12-101 which requires at least one-sixth of the perimeter of the to be contiguous with the City of Arvada. As depicted on the attached annexation map, this property exceeds the state required one-sixth contiguity requirement.

Compliance with the Comprehensive Plan

The property doesn't currently fall within the City of Arvada's Comprehensive Plan area and therefore does not have a Comprehensive Plan Future Land Use Map designation. Staff recommends a Future Land Use Map designation of Public and Quasi-Public Facilities. The

primary uses within the Public and Quasi-Public Facilities category includes uses related to community services such as fire stations, schools, city buildings and utilities.

Setbacks

If the Comprehensive Plan Amendment, Annexation, and Rezoning are approved the setbacks will be reviewed administratively with the Site Plan Amendment.

Building Height

The maximum building height in the OS zone district is 35 feet. The proposed four-bay garage is a one-story structure that will comply with this requirement. This will be verified with the Site Plan Amendment application.

Landscaping, Buffering and Fencing

This is an existing CDOT site with limited well water. The landscaping, buffering, and fencing will remain as it exists.

Building Design

As proposed, the façade of the four-bay snowplow garage will be architectural metal panels with the primary color being antique bronze and an emerald green accent color. The building design will be reviewed with the Site Plan Amendment.

Circulation and Connectivity

This is an existing CDOT facility that accesses a State Highway. The existing access point onto the highway will not be altered.

Grading and Drainage

This is an existing maintenance yard with a variety of improvements; however, all changes to the site grading and drainage that results from the proposed building and associated site improvements will be reviewed with the Site Plan Amendment application. One of the proposed site improvements associated with the new building is a sand filter water quality feature that will filter run-off from the site before it flows into Coal Creek.

Site Lighting

Modifications to the site lighting are proposed with the new building and will be reviewed with the Site Plan Amendment application.

Utility Services

Sanitary service will be provided by the City of Arvada. Currently, the closest available water main is approximately 3,600 feet to the southeast within the State Highway 72. CDOT has committed to connecting to City water when it becomes available.

Police and Fire Protection

If annexed the property will be served by the Arvada Police Department. Coal Creek Canyon Fire Protection District is responsible for providing fire protection and will remain so if annexed into the City.

LAND DEVELOPMENT CODE APPROVAL CRITERIA

It is the responsibility of the applicant to justify the requested land use application. The Planning Commission should make a recommendation to the City Council based on its findings regarding the approval criteria shown in the table(s) below and upon testimony heard during the public hearing as it applied to the criteria.

Staff performed an analysis of the proposal, based on the approval criteria listed in Chapter 8 of the Land Development Code, and presents the following findings:

COMPREHENSIVE PLAN AMENDMENT CONSIDERATIONS	Finding	STAFF ASSESSMENT
1. The existing comprehensive plan and/or any related element thereof is in need of the proposed amendment.	Complies	Amending the existing Future Land Use Map is necessary to include the subject property within the City's Comprehensive Plan boundaries.
2. The proposed amendment is compatible with the surrounding area and the goals and policies of the Comprehensive Plan.	Complies	The proposed amendment is compatible with the surrounding area in that it doesn't facilitate any changes to the existing land use and it is compatible with broad goals and policies around traffic operations and coordinated regional transportation efforts.
3. The proposed amendment will have no major negative impacts on transportation, services, and facilities.	Complies	The proposed amendment will not have a major impact on transportation, services or facilities.
4. The proposed amendment will have minimal effect on service provision, including adequacy or availability of urban facilities and services, and is compatible with existing and planned service provisions.	Complies	The proposed amendment will not have a negative effect on existing or proposed service provisions.
5. The proposed amendment, if for an area outside of the City's current municipal boundaries, is consistent with the City's ability to annex property.	Complies	The proposed amendment will result in a condition that is consistent with the City's ability to annex the property.
6. Strict adherence to the existing comprehensive plan would result in a situation neither intended nor in keeping with other key elements and policies of the plan.	Complies	Strict adherence to the Comprehensive Plan would preclude annexation and sanitary sewer service. This would result in the continued use of a septic system in close proximity to Coal Creek and elimination of the proposed sand/oil interceptor which is not in keeping with broad Comprehensive Plan goals around water quality.

7. The proposed plan amendment will promote the public welfare and will be consistent with the goals and policies of the comprehensive plan and the elements thereof.	Complies	For the reasons stated in item 6 above, the proposed amendment will promote the public welfare and goals and policies of the Comprehensive Plan.
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Div. 8-3-3 Annexation and Disconnection Approval Criteria	Finding	Rationale
1. The annexation is in accord with the Comprehensive Plan and the best interests of the City would be served by annexation of such property.	Complies	Assuming the Comprehensive Plan Amendment is approved, the annexation is consistent with the Comprehensive Plan and the best interests of the City would be served by annexation of the property.
2. The property is capable of being integrated into the City and developed in compliance with all applicable provisions of this Code and the Arvada City Code.	Complies	The existing facility and proposed improvements are capable of being integrated into the City and comply with all applicable provisions of this Code and the City of Arvada Code.
3. At the time any development of the area proposed to be annexed is completed, there will be capacity to adequately serve residents of such area with all necessary utilities, facilities and public services.	Complies	The existing facility and proposed improvements will only connect to the existing sanitary sewer system which has capacity to adequately serve the area. All other utilities, facilities and public services will remain unchanged.

Div. 8-3-4 Zoning and Rezoning Approval Criteria	Finding	Rationale
1. The rezoning is consistent with the Arvada Comprehensive Plan, or an adopted sub-area plan, corridor plan, or urban renewal plan, or reflects conditions that have changed since the adoption of the Comprehensive Plan.	Complies	Assuming the Comprehensive Plan Amendment is approved, the rezoning to OS is consistent with the Future Land Use Map designation of Public and Quasi-Public Facilities.
2. The intended land use is consistent with the stated intent of the proposed zoning district.	Complies	For the reasons stated above in the <i>Zoning and Land Use</i> section, the existing land use is consistent with the proposed zone district.
3. Facilities and services (including sewage and waste disposal, water, gas, electricity, police and fire protection, and roads and transportation, as applicable) will, prior to development, be available to serve the subject property while maintaining adequate levels of service to existing development.	Complies	The existing facility and proposed improvements will only connect to the sanitary sewer system. The sanitary sewer system can serve the site while maintaining adequate levels of service to other existing developments. All other facilities and services will remain unchanged.

4. The intended land use for which the rezoning is sought will not result in significant adverse impacts upon the natural environment, including air, water, noise, stormwater management, wildlife, and vegetation, or such impacts will be substantially mitigated.	Complies	As detailed in the staff report, the proposed improvements to the existing CDOT facility will have a positive impact on water quality running off the site and into Coal Creek.
5. The rezoning is consistent with the character of existing or planned development on adjacent properties and in the surrounding area or neighborhood, or measures will be taken to substantially buffer or otherwise substantially mitigate any negative impacts.	Complies	This is an existing CDOT facility that predates the majority of the existing and planned development in the area and is consistent with other maintenance facilities found along State Highways and therefore, will not result in additional negative impacts.

STAFF RECOMMENDATION

Based upon project analysis and review of the Land Development Code approval criteria, staff recommends approval of the Comprehensive Plan Amendment, Annexation and Rezoning.

The Planning Commission may recommend denial of the request(s) if it cannot make affirmative findings of the approval criteria stated above.



REPORT TO CITY COUNCIL PUBLIC HEARING

AGENDA ITEM
10.A.

TO: THE HONORABLE CITY COUNCIL

DATE: November 18, 2024

SUBJECT: CB24-017, An Ordinance Authorizing a Withdrawal Agreement Between the City and County of Broomfield, the Board of County Commissioners of Jefferson County, Colorado, the City of Arvada, and the Jefferson Parkway Public Highway Authority (Ordinance No. 4883) (Presenter: Rachel Morris, City Attorney)

Report in Brief

(Presenter for Public Hearing: Rachel Morris, City Attorney)

In 2020, the City and County of Broomfield notified the City of Arvada and Jefferson County of its intent to withdraw as a member of the Jefferson Parkway Public Highway Authority ("JPPHA"). In order to complete Broomfield's withdrawal from JPPHA, the City of Arvada must approve the Withdrawal Agreement, along with attached exhibits including the First Amendment to the Amended and Restated Establishing Contract for JPPHA. The Withdrawal Agreement describes the conditions of withdrawal for Broomfield from JPPHA, including transfer of certain real property for the Parkway right of way and payment of operations costs for certain expenses of JPPHA incurred while Broomfield was a member of JPPHA. The First Amendment to the Amended and Restated Establishing Contract includes revisions that formally remove Broomfield as a member of JPPHA.

The Arvada team recommends that the City Council approve CB24-017, An Ordinance Authorizing a Withdrawal Agreement Between the City and County of Broomfield, the Board of County Commissioners of Jefferson County, Colorado, the City of Arvada, and the Jefferson Parkway Public Highway Authority, and the First Amendment to the Amended and Restated Establishing Contract for JPPHA.

Financial Impact

There is no immediate fiscal impact to the City in approving these agreements.

Background

In 2008, Arvada, Jefferson County and Broomfield established the Jefferson Parkway Public Highway Authority. The intended purpose of JPPHA was to finance, construct, operate, and/or maintain the Jefferson Parkway, a privately-funded, publicly-owned regional toll road that would serve the Arvada, Broomfield and Jefferson County communities as well as the greater metro Denver area and northern Colorado. In 2020, Broomfield provided notification to Jefferson County and Arvada of its intent to withdraw from JPPHA.

Discussion

The JPPHA Amended and Restated Establishing Contract requires that withdrawal of a member of JPPHA may not be effective "until and unless satisfactory provisions have been made to discharge all the obligations of the Authority." In the time since Broomfield issued its notification of intent to withdraw, the parties have negotiated a series of interconnected agreements which facilitate Broomfield's withdrawal from JPPHA. The agreements and documents negotiated to facilitate Broomfield's withdrawal include the the Withdrawal Agreement, plus attached documents:

- the First Amendment to the Amended and Restated Establishing Contract for JPPHA;

SUBJECT: CB24-017, An Ordinance Authorizing a Withdrawal Agreement Between the City and County of Broomfield, the Board of County Commissioners of Jefferson County, Colorado, the City of Arvada, and the Jefferson Parkway Public Highway Authority (Ordinance No. 4883) (Presenter: Rachel Morris, City Attorney)

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- the Second Amended Advance and Reimbursement Agreement between JPPHA and the City and County of Broomfield;
- the Document Escrow Agreement between JPPHA and the City and County of Broomfield;
- the Special Warranty Deed; and
- the Mitigation and Monitoring Program Description.

The City of Arvada must approve the Withdrawal Agreement along with attached exhibits including the First Amendment to the Amended and Restated Establishing Contract for JPPHA in order to finalize Broomfield's withdrawal. The Withdrawal Agreement describes the conditions of withdrawal for Broomfield from JPPHA, including transfer of certain real property for the Parkway right of way and payment of operations costs for certain expenses of JPPHA incurred while Broomfield was a member of JPPHA. The First Amendment to the Amended and Restated Establishing Contract includes revisions that formally remove Broomfield as a member of JPPHA.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

NA

Strategic Alignment

City Council Result Physical and Technological Systems: No. 4. Ensure all physical and technology assets support reliable safety response, emergency preparedness, and City and community resilience.

Alternative Courses of Action

Recommendation for Action

The Arvada team recommends that the City Council approve CB24-017, An Ordinance Authorizing a Withdrawal Agreement Between the City and County of Broomfield, the Board of County Commissioners of Jefferson County, Colorado, the City of Arvada, and the Jefferson Parkway Public Highway Authority.

Suggested Motion:

I move that CB24-017, An Ordinance Authorizing a Withdrawal Agreement Between the City and County of Broomfield, the Board of County Commissioners of Jefferson County, Colorado, the City of Arvada, and the Jefferson Parkway Public Highway Authority, be (approved on final reading, numbered 4883 and ordered published by title only) (rejected).

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

SUBJECT: CB24-017, An Ordinance Authorizing a Withdrawal Agreement Between the City and County of Broomfield, the Board of County Commissioners of Jefferson County, Colorado, the City of Arvada, and the Jefferson Parkway Public Highway Authority (Ordinance No. 4883) (Presenter: Rachel Morris, City Attorney)

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Rachel Morris, City Attorney 11/6/2024

Linda Haley, Acting City Manager 11/6/2024

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 24-017
ORDINANCE NO. 4883

AN ORDINANCE AUTHORIZING A WITHDRAWAL AGREEMENT BETWEEN THE CITY AND COUNTY OF BROOMFIELD, THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, COLORADO, THE CITY OF ARVADA, AND THE JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY

WHEREAS, the City of Arvada, Jefferson County and the City and County of Broomfield established the Jefferson Parkway Public Highway Authority ("JPPHA") in 2008 to finance, construct, operate, and maintain the Jefferson Parkway, a privately funded, publicly-owned regional toll road that would serve these entities as well as the greater Denver metropolitan area and northern Colorado; and

WHEREAS, in 2020, Broomfield notified Jefferson County and Arvada of its intent to withdraw from the JPPHA; and

WHEREAS, to complete Broomfield's withdrawal from JPPHA, Arvada must approve a Withdrawal Agreement which describes the conditions of withdrawal for Broomfield from the JPPHA, including the transfer of certain real property for the Parkway right of way and payment of operational costs incurred by the JPPHA while Broomfield was a member of the JPPHA; and

WHEREAS, Arvada must also approve certain other documents to complete Broomfield's formal withdrawal from the JPPHA;

WHEREAS, these other documents include the:

- First Amendment to the Amended and Restated Establishing Contract for JPPHA;
- Second Amended Advance and Reimbursement Agreement between JPPHA and the City and County of Broomfield;
- Document Escrow Agreement between JPPHA and the City and County of Broomfield;
- Special Warranty Deed; and
- Mitigation and Monitoring Program Description; and

WHEREAS, the parties have negotiated the Withdrawal Agreement and the other documents to facilitate Broomfield's withdrawal from the JPPHA; and

WHEREAS, Broomfield has or will discharge all its obligations to the JPPHA as set forth in these documents.

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

Section 1. The Mayor or Mayor Pro Tem is hereby authorized to sign the Withdrawal Agreement Between the City and County of Broomfield, the Board of County Commissioners of

Jefferson County, Colorado, the City of Arvada, and the Jefferson Parkway Public Highway Authority, the First Amendment to the Amended and Restated Establishing Contract for JPPHA, that are in substantially the same form as attached hereto and that allow for the withdrawal of the City and County of Broomfield from the JPPHA.

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 4th day of November, 2024.

PASSED, ADOPTED AND APPROVED this 18th day of November, 2024.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

BY: _____

Publication Dates: November 7, 2024
 November 21, 2024

WITHDRAWAL AGREEMENT

This WITHDRAWAL AGREEMENT (the “Agreement”), effective as of the date of the latest signature on this document by the Parties (the “Effective Date”), is by and through the City and County of Broomfield (“Broomfield”), the Board of County Commissioners of Jefferson County, Colorado (“Jeffco”), the City of Arvada (“Arvada”), and the Jefferson Parkway Public Highway Authority (“JPPHA” or “Authority”), individually referred to as a “Party” and collectively referred to as the “Parties.”

Each Party acknowledges that valid consideration has been given for all promises in this Agreement. Each Party has had sufficient time and opportunity to consult with legal counsel and agrees to be bound by the terms of this Agreement.

1. **Definitions.** As used in this Agreement, the following terms shall mean the following:
 - a. *Establishing Contract* means the Amended and Restated Establishing Contract for the Jefferson Parkway Public Highway Authority entered into and effective October 4, 2010.
 - b. *Jefferson Parkway* or *Parkway* means the public highway designed for regional traffic movement, as identified in the Establishing Contract.
 - c. *JPPHA or Authority* means the Jefferson Parkway Public Highway Authority, a public highway authority organized and operating pursuant to the Public Highway Authority Law, Sections 43-4-501, *et seq.*, C.R.S.
 - d. *Lawsuit* means the civil action filed in Jefferson County District Court, Case No. 2022CV30624 that was dismissed by the Court on ripeness grounds on November 2, 2023. The Parties acknowledge that the underlying dispute regarding the terms of Broomfield’s withdrawal from the JPPHA could give rise to a future lawsuit, and the intent of this Agreement is to resolve those claims that were asserted in the Lawsuit, could have been asserted in the Lawsuit, or could be asserted in a future lawsuit.
 - e. *Reimbursement Agreements* refer to the Amended and Reinstated Jefferson Parkway Public Highway Authority and the County of Jefferson Advance and Reimbursement Agreement dated April 18, 2019; the Amended and Reinstated Jefferson Parkway Public Highway Authority and the City and County of Broomfield Advance and Reimbursement Agreement dated April 17, 2014 and last amended on May 17, 2018; and the Amended and Reinstated Jefferson Parkway Public Highway Authority and the City of Arvada Advance and Reimbursement Agreement dated April 18, 2019. Following the Effective Date, the term *Reimbursement Agreements* will also include the Broomfield Amended Reimbursement Agreement.
 - f. *Broomfield Amended Reimbursement Agreement* refers to the Second Amended and Reinstated Jefferson Parkway Public Highway Authority and the City and County of Broomfield Advance and Reimbursement Agreement entered into contemporaneously with this Agreement.

Withdrawal Agreement

- g. *Broomfield Withdrawal Resolution* means Broomfield Resolution No. 2020-82 A Resolution Giving Notice of Intent to Withdraw from the Jefferson Parkway Public Highway Authority.
- h. *Concession Transaction*. The closing on a concession and lease agreement or other such construction and financing agreement as may be utilized between JPPHA and another entity(ies) to effectuate the construction and development of the Parkway.

2. Purpose. The purpose of this Agreement is to, as required by the Establishing Contract, set forth the terms upon which Broomfield is withdrawn as a member of JPPHA and to resolve all claims between the Parties related to any disputes tied to Broomfield's efforts to withdraw from the JPPHA, including those claims that led to the Lawsuit.

3. Broomfield's Withdrawal. The Parties agree to effectuate Broomfield's withdrawal from JPPHA by executing that First Amendment to the Establishing Contract in the form attached hereto as Exhibit A (the "First Amendment") concurrently with each Party's execution of this Agreement. JPPHA and Broomfield agreed to further effectuate Broomfield's withdrawal from JPPHA by executing the Broomfield Amended Reimbursement Agreement in the form attached hereto as Exhibit B concurrently with their execution of this Agreement. Upon execution of this Agreement, the First Amendment, the Broomfield Reimbursement Agreement, and Broomfield fulfilling the obligations contained in paragraph 4 below, Broomfield will no longer be a member of JPPHA.

4. Placing the Right of Way in Escrow for Future Conveyance. Within 30 days of execution of this Agreement, Broomfield agrees to place into escrow an unrecorded special warranty deed granting certain real property owned by Broomfield to JPPHA for use as right-of-way for the Parkway ("the Property"). The unrecorded special warranty deed will be held in escrow from the execution of the Escrow Agreement, the form of which is attached hereto as Exhibit C, until no later than the Required Conveyance Date as defined below (the "Escrow Period"). JPPHA and Broomfield will execute the Escrow Agreement concurrently with the execution of this Agreement. The form of the special warranty deed is attached hereto as Exhibit D (the "Special Warranty Deed").

- a. Escrow Period Obligations. During the Escrow Period, Broomfield shall take all of the steps necessary to effectuate the conveyance of the Property to JPPHA (the "Conveyance"), including complying with any obligations with respect to the Property as may be required under Broomfield's Charter or Municipal Code and any obligations as agreed by the Parties (the "Conveyance Obligations").
- b. Conveyance. The Conveyance shall occur, and Broomfield shall have completed the Conveyance Obligations, on or before the earlier of: (i) five years from the Effective Date or (ii) the date of the Concession Transaction on which JPPHA enters into a binding contractual agreement for the development of the Jefferson Parkway (the "Required Conveyance Date"). If, by the Required Conveyance Date, Broomfield fails to (i) fulfill the Conveyance Obligations, or (ii) achieve the Conveyance, Broomfield will be in breach of this Agreement and Arvada, Jeffco, and JPPHA, as applicable, will be entitled to damages or to specific performance.
- c. Termination of the Escrow Agreement and Return of Special Warranty Deed Prior To Required Conveyance Date. The Escrow Agreement shall terminate, the Special Warranty

Deed shall be returned to Broomfield, and Broomfield shall not otherwise be obligated to effectuate the Conveyance if, prior to the Required Conveyance Date: (i) JPPHA is dissolved, or (ii) the Establishing Contract is terminated. JPPHA and Broomfield shall notify the Escrow Agent of termination as required by the Escrow Agreement.

- d. Reversionary Interest. The Special Warranty Deed to the property will be recorded at the time of Conveyance and will revert to Broomfield only if: (i) by 20 years from the Effective Date, JPPHA has not closed on a Concession Transaction, or (ii) on or prior to 20 years from the effective date, JPPHA is dissolved or the Establishing Contract, as amended, is terminated.
5. Broomfield's Representations and Agreements Related to the Conveyance of the Property made at execution of this Agreement and at Conveyance.
- a. Broomfield represents that, as of the date of this Agreement, it is not aware of any legal constraints prohibiting the Conveyance of the Property and that it is not aware of any action that has been taken or law enacted that would make the Conveyance illegal. Specifically, to Broomfield's knowledge, there are no injunctions, restraining orders or other legal restraints prohibiting the Conveyance and there has been no action taken or law enacted to make the Conveyance illegal.
 - b. Broomfield represents and warrants that, as of the date of this Agreement, the Broomfield Council has taken, or will within the next 30 days take, all steps required by Section 18.3 of the Broomfield Charter and Code to lawfully authorize the Conveyance of the Property on or before the Required Conveyance Date, which Property is intended to be used for public road purposes.
 - c. The Parties acknowledge certain previous environmental findings and Broomfield represents, as of the Effective Date and of the date of the Conveyance, that it has maintained the Property in accordance with current administrative and environmental laws.
 - d. Broomfield will provide JPPHA or its designee any materials within its possession and take any actions within its control that are reasonably required by a title company in order for JPPHA to obtain an owner's title policy and by the concessionaire to obtain a leasehold title policy.
 - e. Broomfield agrees to keep the Property free of new encumbrances not listed as an exception to the title insurance policy.
 - f. Broomfield agrees to remove any encumbrances in existence as of the date the Special Warranty Deed is placed into escrow, except for any encumbrance accepted as a listed exception to the title insurance policy. Broomfield covenants to timely contest and remove any encumbrances filed prior to the Conveyance that do not relate to JPPHA's ownership or are not otherwise permitted under the terms of this Agreement.
 - g. Up until the Conveyance, Broomfield agrees to diligently defend title to the Property and will use reasonable efforts to dissolve any injunction filed that may impact the Transfer and "Reasonable efforts" are legal efforts to avoid the entry of an injunction or obtain the

dissolution of one entered, which means timely responding to any efforts to obtain an injunction, and entering and remaining active in any legal action related to a requested or issued injunction through inside or outside counsel. “Reasonable efforts” do not include filing an appeal but do include continuing active involvement if an appeal is filed to obtain/maintain an injunction. JPPHA may request Broomfield to file an appeal with respect to an injunction. Broomfield will give reasonable consideration to JPPHA’s request when deciding whether to file such appeal.

- h. Broomfield agrees to disclose to the JPPHA any matter that directly impacts its ability to convey the Property as contemplated by this Agreement. Additionally, Broomfield agrees to disclose facts or actions with respect to Broomfield’s ownership of the Property that Broomfield becomes aware of following the effective date of this Agreement that (i) reasonably could impede development of the Parkway, and (ii) are not otherwise publicly available or known.
- i. Broomfield agrees to keep in place any insurance coverage held by Broomfield in relation to the Property. If JPPHA proposes making changes to such insurance coverage, Broomfield will reasonably consider whether to make such changes.
- j. Broomfield agrees to allow prospective parties to the Concession Transaction reasonable access to the Property for site investigation and minimally invasive testing during the procurement process for the Concession Transaction and prior to the Conveyance, provided any such work is done in accordance with applicable provisions of the agreed environmental mitigation requirements (Exhibit E) and the prospective parties to the Concession Transaction agree to indemnify Broomfield for damages caused by their actions (or their representatives’ actions). With respect to testing prior to the Conveyance, JPPHA will provide Broomfield with a list of expected testing locations and a description of the expected type and location of such testing. Broomfield may provide JPPHA with input it may have in connection with such testing within seven business days of receipt of such notice. JPPHA may, in its sole discretion, cause prospective parties to modify the nature or extent of such testing in accordance with Broomfield’s input.

6. Payment. Within thirty (30) calendar days of the Effective Date, Broomfield shall make payment to JPPHA, in the amount of \$636,175, which includes a \$400,000 contribution from Broomfield to JPPHA, \$52,833 as a contribution for 2023, and \$183,342 reimbursement from Broomfield to JPPHA for one third of soil testing costs incurred by JPPHA (collectively the “Broomfield Payments”). The Parties agree that upon Broomfield’s payment of the Broomfield Payments, Broomfield will have satisfied all of Broomfield’s past and future financial obligations to Jeffco, Arvada, and JPPHA as a member of JPPHA. Nothing in this paragraph precludes the recovery of financial damages from Broomfield, if any, in the event Broomfield is found to have breached its obligations in this Agreement.

7. Parkway Approvals.

- a. Broomfield agrees that it will not act in an arbitrary or capricious manner with respect to originating, processing, and granting: (i) any permits or approvals required in connection with the development of the Parkway and (ii) any other permits or approvals required by any party in connection with submitting a proposal for the development of the Parkway, including permits necessary to accommodate design plans; in each case, to the extent

such permits or approvals are within Broomfield's control.

- b. Broomfield represents that any permits or approvals issued by Broomfield for property adjacent to the Property will not cause the Property or any portion thereof to be designated as a flood hazard area or otherwise adversely affect the development of the Parkway.
- c. Broomfield agrees it will not take any action that would cause the Property or any portion thereof to be designated as a flood hazard area.
- d. The Parties agree that so long as Arvada and Jeffco abide by the terms of the environmental mitigation required under paragraph 9, environmental testing results from testing of any portions of the Parkway right-of-way conducted prior to the effective date of this Agreement (the "Pre-Closing Testing") cannot be used by Broomfield as the sole or primary basis for denial of any permits or approvals needed by JPPHA and issued by Broomfield to complete the Parkway. For the avoidance of doubt, only environmental testing results occurring after the effective date of this Agreement can provide the basis for permit denial by Broomfield, though in such a permit denial the Pre-Closing Testing may be referenced.

8. Damages.

- a. If JPPHA cannot construct the Parkway because of Broomfield's arbitrary or capricious conduct in violation of paragraph 7 above, Broomfield agrees to pay \$6,924,004 as liquidated damages to Arvada and \$6,340,651 as liquidated damages to Jeffco. The Parties acknowledge and agree they are unable to calculate damages with reasonable certainty as of the Effective date of this Agreement the actual damages which would be incurred by Arvada and Jeffco in the event of a future breach of this Agreement by Broomfield as described in Paragraph 7. Therefore, the Parties intend to liquidate such damages as being a reasonable estimate of presumed actual damages that the breach would cause.
- b. If Broomfield breaches any of its obligations pursuant to paragraph 7, Broomfield agrees to pay actual damages to JPPHA to the extent Broomfield's breach causes JPPHA to adjust its plans for construction of the highway and/or to incur damages under the Concession Agreement.
- c. If Broomfield breaches any other provision of this Agreement, Arvada, Jeffco, and JPPHA, as applicable, will be entitled to injunctive relief and all other remedies available to Arvada, Jeffco, and JPPHA under applicable law.
- d. If Arvada, Jeffco, and JPPHA, as applicable, breach any provisions of this Agreement, Broomfield will be entitled to injunctive relief and all other remedies available to it under applicable law.

9. Environmental Mitigation. JPPHA agrees that all construction-related activities will be conducted in compliance with all laws, regulations, and any requirements or conditions imposed by the federal government and the state of Colorado, including the Colorado Department of Public Health and Environment. All construction-related activities will be conducted in compliance with the mitigation measures set forth in Exhibit E.

Withdrawal Agreement

10. Non-impairment of Broomfield's Reimbursement Rights. The Parties acknowledge that Broomfield has previously paid participation fees and made contributions in reliance on the Establishing Contract and Broomfield's Reimbursement Agreement. JPPHA, Jeffco, and Arvada acknowledge that Broomfield retains rights under Broomfield's Reimbursement Agreement and agree not to take future action that would eliminate or impair Broomfield's rights under Broomfield's Amended Reimbursement Agreement as of the Effective Date, except to the extent Jeffco and Arvada must waive their rights to reimbursement in order to reach closure on negotiation of a concession and lease or other Parkway financing and construction agreement, in which case they shall notify Broomfield of the need to waive Broomfield's rights to the same extent of their waivers and subject to all priorities of payment within Broomfield's Amended Reimbursement Agreement. The Parties agree that reimbursements shall be made in accordance with the Broomfield Reimbursement Agreement.

11. Mutual General Release of Claims. The Parties do hereby release each other and their employees and officials from any and all claims and liabilities however asserted, damages (including interest, attorney fees, costs and expenses), and/or other relief which each Party has arising from the Lawsuit or Broomfield's withdrawal from JPPHA (collectively, the "Claims") both known and unknown as of the Effective Date. The Parties acknowledge that this mutual release and waiver of Claims is limited to the subject matter of the Lawsuit and Withdrawal, and is not intended to release or waive any other claims one party may have against the other. This release does not include any future claims brought for breaches by parties under the Reimbursement Agreements or this Agreement.

12. Dispute Resolution. If any dispute related to this Agreement arises between the Parties, the disputing parties will meet and use good faith efforts to negotiate and resolve the dispute. If negotiations are unsuccessful, the parties agree not to commence litigation until after they have attempted to resolve their dispute through the use of a third-party neutral mediation. Any Party may initiate the mediation process thirty (30) days after written notice to the other parties. Costs of mediation shall be borne equally by the parties. Mediation of the dispute shall be completed within fifteen (15) days after the mediation meeting, unless the parties extend the time by mutual agreement or unless the mediator declares the parties to be at an impasse.

13. Effectuation of Agreement. The Parties agree to execute any further documents and take such action that is necessary to effectuate the terms of this Agreement.

14. Integration and Amendment. This Agreement represents the entire agreement among the Parties and there are no collateral agreements or understandings except as provided in this Agreement. This Agreement can only be changed or amended by a written document signed by the Parties.

15. Severability. If any provision of this Agreement is held invalid or unenforceable, all of the remaining provisions of this Agreement shall remain in full force and effect.

16. Waiver. The failure of any Party to require performance of another party under any provision of this Agreement does not waive a Party's right to enforce such provision.

17. Headings. The headings in this Agreement are for reference and convenience only and shall not limit or otherwise affect the meaning or construction of the terms of this Agreement.

18. Fees, Costs, and Expenses. Each Party shall bear their own attorney fees, costs, and expenses arising from or associated with this Agreement.

Withdrawal Agreement

19. Binding on Successors and Assigns. This Withdrawal Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

20. No Third Party Beneficiaries. The Agreement does not confer any rights or remedies to any third party, other than the parties to the Agreement and their respective successor and permitted assigns.

21. Exhibits. All exhibits referred to in this Agreement are by reference incorporated herein for all purposes.

22. Conflicts with the Contract Documents. The Parties acknowledge that this Agreement is part of an overall agreement between the Parties to allow Broomfield to withdraw from the Authority and resolve the dispute that led to the Lawsuit. To the extent this Agreement conflicts with the First Amendment, this Agreement controls. To the extent this Agreement conflicts with the Broomfield Amended Reimbursement Agreement on the reimbursement of advances to Broomfield, the Broomfield Amended Reimbursement Agreement controls. On all other provisions, this Agreement controls.

23. No Presumption. This Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

24. Governing Law. This agreement shall be governed by the laws of the State of Colorado.

25. Execution in Counterparts. This Agreement may be executed in counterparts with separate signature pages, and all such counterparts shall constitute one Agreement.

26. Governmental Immunity. The Parties acknowledge and agree that the Parties, and their respective officers and employees are relying on, and do not waive or intend to waive, by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as it is from time to time amended.

IN WITNESS WHEREOF, the Parties have caused this Withdrawal Agreement to be executed by their duly authorized representatives.

FOR THE CITY AND COUNTY OF BROOMFIELD, COLORADO:

By: _____

Title: _____

Date: _____

Approved as to Form: _____

Attest: _____

Withdrawal Agreement

FOR THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, COLORADO:

By: _____

Title: _____

Date: _____

Approved as to Form: _____

FOR THE CITY OF ARVADA, COLORADO:

By: _____

Title: _____

Date: _____

Approved as to Form: _____

Attest: _____

FOR JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY:

By: _____

Title: _____

Date: _____

Approved as to Form: _____

Attest: _____

**FIRST AMENDMENT TO THE AMENDED AND RESTATED ESTABLISHING CONTRACT
FOR THE
JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY**

This FIRST AMENDMENT TO THE AMENDED AND RESTATED ESTABLISHING CONTRACT FOR THE JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY (the “Amendment”) is effective as of the date of the latest signature on this document by the Parties, pursuant to Colo. Const. Art. XIV, Sec. 18(2), title 30, C.R.S., title 31, C.R.S., appropriate municipal charter provisions, and part 5 of article 4, title 43, C.R.S., by and between the **CITY AND COUNTY OF BROOMFIELD**, a Colorado city and county, the **COUNTY OF JEFFERSON**, a body politic and corporate and political subdivision of the State of Colorado, and the **CITY OF ARVADA**, a Colorado municipal corporation (collectively the “Parties”).

WHEREAS, the Colorado General Assembly has enacted the Public Highway Authority Law in part 5 of article 4, title 43, C.R.S. (the “Act”), which permit the formation of public highway authorities to finance, construct, operate, or maintain all or a portion of a beltway or other transportation improvements in the Denver metropolitan region; and

WHEREAS, a the Jefferson Parkway Public Highway Authority (the “Authority”) was created by that Establishing Contract for Jefferson Parkway Public Highway, dated effective May 15, 2008 (the “Original Establishing Contract”) which Establishing Contract was amended and restated by that Amended and Restated Establishing Contract for the Jefferson Parkway Public Highway dated effective October 4, 2010 (as amended, the “Establishing Contract”), by and between the City and County of Broomfield (“Broomfield”), County of Jefferson (“Jefferson County”) and the City of Arvada (“Arvada”), to finance, construct, operate or maintain the Jefferson Parkway; and

WHEREAS, the Authority acts by and through its Board of Directors (the “Board”); and

WHEREAS, pursuant to paragraph 14 of the Establishing Contract, any member may request the Board to consider its withdrawal from participation in the Authority by written notice, and the Board, by unanimous consent, may approve of the withdrawal, so long of two of the original Governmental Units remain and provided such termination, dissolution or withdrawal shall not be effective until and unless satisfactory provisions have been made to discharge all the obligations of the Authority, including any Bonds issued or assumed thereby, in a manner that will protect the rights and interest of the holders of such obligations, including Bonds of the Authority; and

WHEREAS, on February 26, 2020, Broomfield provided notice to the Board, Jefferson County and Arvada announcing its desire to withdraw from participation in the Authority; and

WHEREAS, the Parties disputed the terms and conditions of Broomfield’s withdrawal (the “Dispute”), which Dispute included the filing of a lawsuit by Jefferson County and

First Amendment to the JPPHA Establishing Contract

Arvada against Broomfield regarding the withdrawal, Case No. 2022cv30624 (the "lawsuit"), which lawsuit was leaving the Dispute unresolved; and

WHEREAS, the Parties wish to resolve the Dispute in its entirety via that Withdrawal Agreement of even date with this Amendment;

WHEREAS, Resolution of the Dispute will result in Broomfield's withdrawal from the Authority while Jefferson County and Arvada are to remain members of the Authority; and

WHEREAS, as part of the overall resolution of the Dispute, the Parties desire to amend the Establishing Contract in accord with Section 16 thereof in order to recognize Broomfield's withdrawal from the Authority pursuant to the terms of the Withdrawal Agreement; and

WHEREAS, the Authority's Board of Directors has requested that Jefferson County, Arvada, and Broomfield approve this Amendment; and

NOW, THEREFORE, in consideration of the mutual promises and benefits herein expressed, and for other good and valuable consideration, the receipt and sufficiency of which is hereby freely acknowledged, the Parties hereby covenant and agree as follows:

COVENANTS AND AGREEMENTS

1. Amendment to Definitions. The Definitions are hereby amended as follows:

"Member" means Jefferson County, Arvada and any other municipality, county or city and county that becomes a party to this Contract pursuant to Section 18 hereof. After the effective date of this Amendment, Member does not include Broomfield.

"Originating Government Units" means the County of Jefferson, the City of Arvada and the City and County of Broomfield.

2. Amendment to Paragraph 4. Paragraph 4 of the Establishing Contract is hereby amended in its entirety to read as follows:

4. Establishment and Operation of Board of Directors. There is hereby established the Board, in which all legislative power of the Authority is vested.

- a. Each Member as of the effective date of this Amendment or thereafter shall have the right to appoint one or two Directors to the Board, each of whom shall be, at the time of the appointment and throughout such Director's tenure on the Board, an elected official of the legislative or governing body of appointing Member. All other Members shall have the right to appoint one Director to the Board, who shall be, at the time of the appointment and throughout such Director's tenure on

the Board, an elected official of the legislative or governing body of the Member. Such appointments shall be evidenced by notification, in writing, to the Authority by the chief elected official of each Member. Each Director shall serve at the pleasure of the legislative or governing body of the Member appointing the Director and may only be removed or replaced by the legislative or governing body of the Member that appointed such Director. The Board shall elect a chairman, vice chairman and treasurer, each of whom must also be a Director, who shall have such powers and responsibilities as provided in the Bylaws and shall serve at the pleasure of the Board. The Board shall also select a secretary, who may be but need not be a Director, who shall maintain the records and files of the Board and the Authority, and who shall serve at the pleasure of the Board.

- b. Each Member may, from time to time, designate, in writing, an Alternate Director, who shall possess the same qualifications as a Director and who shall, in the absence of that Member's Director, be entitled to exercise the voting power of that Director, including the exercise of multiple votes of the Member pursuant to Section 4(f) hereof.
- c. The Board may act by motion and/or resolution, and the actual attendance of a Director from any of the Members at a regular or special meeting of the Board shall constitute a quorum. The vote of a majority of the Authorized Votes at a regular or special meeting of the Board at which a quorum is present shall be required to constitute action by the Board.
- d. The Board may, by majority vote of the Authorized Votes, with at least one affirmative vote from Jefferson County and one affirmative vote from Arvada, enact bylaws to govern its operation and may amend them from time to time.
- e. Jefferson County and Arvada shall be entitled to two (2) votes each. If Jefferson County and/or Arvada appoints two Directors, each Director from Jefferson County and Arvada shall have the authority to exercise one (1) of the votes assigned to that home jurisdiction. If Jefferson County and/or Arvada appoints only one Director, said Director from Jefferson County and Arvada shall have the authority to exercise the two (2) votes assigned to their home jurisdiction. If only one (1) Director from Jefferson County and Arvada is present at any regular or special meeting of the Board, said Director shall be authorized to exercise the two (2) votes for their home jurisdiction at that regular or special meeting. Any Director for the State of Colorado and for any Member of the Authority which is not Jefferson County or Arvada shall have one (1) vote.
- f. Directors, Alternate Directors, nonvoting representatives and officers (excepting a secretary who is not a Director) of the Board shall serve without compensation from the Authority, but the Board may reimburse such persons for actual, documented expenses upon terms and procedures established by the Board.

3. Amendment to Paragraph 13. Paragraph 13 of the Establishing Contract is hereby amended in its entirety to read as follows:

13. Term. This Contract shall commence on the date of its full execution by the Originating Governmental Units, and shall continue in perpetuity, or until this Contract is terminated by the affirmative two-thirds vote of the Board, or until the Authority consists of fewer than two Originating Governmental Units.

4. Amendment to Paragraph 14. Paragraph 14 of the Establishing Contract is hereby amended in its entirety to read as follows:

14. Withdrawal. Any Member may request the Board to consider its withdrawal from participation in the Authority by notifying the Board in writing of its intent to do so. Unanimous consent of the Board is required for approval of said withdrawal so long as two Originating Governmental Units continue to participate in the Authority. However, no such termination, dissolution or withdrawal shall be effective until and unless satisfactory provisions have been made to discharge all the obligations of the Authority, including any Bonds issued or assumed thereby, in a manner that will protect the rights and interest of the holders of such obligations, including Bonds of the Authority.

5. Amendment to Paragraph 18. Paragraph 18 of the Establishing Contract is hereby amended in its entirety to read as follows:

18. Addition of Parties. The Board may act to include additional parties to this Contract upon such terms and conditions as it deems appropriate. Provided, however, any decision by the Board to include additional parties shall be subject to and conditioned upon amendment of this Contract by the unanimous, written agreement of the Members, and shall be further subject to compliance with the provisions of the Act.

6. Withdrawal by the Broomfield. The City and County of Broomfield is hereby withdrawn from the Jefferson Parkway Public Highway Authority and is hereby no longer a Party to the Jefferson Parkway Public Highway Authority.

7. Full Force and Effect. Except as expressly modified by this Amendment, all other provisions of the Establishing Contract shall remain in full force and effect. The Parties specifically agree and acknowledge that the provisions that provide for refund of already paid participation fees, land donation reimbursement for land dedicated as of the date of this Amendment, or other reimbursement for prior contributions, including those that may benefit Broomfield, remain in full force and effect.

First Amendment to the JPPHA Establishing Contract

8. Conflict with Other Agreements. The Parties acknowledge that this Amendment is part of an overall agreement between the Parties and the Authority to allow Broomfield to withdraw from the Authority and resolve the Dispute. To the extent this Amendment conflicts with the Withdrawal Agreement or the Second Amended and Restated Jefferson Parkway Public Highway Authority and the City and County of Broomfield Advance and Reimbursement Agreement, the provisions in those agreements will control over the provisions in this Amendment or the underlying Establishing Contract.

9. Counterpart Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Withdrawal Agreement to be executed by their duly authorized representatives.

FOR THE CITY AND COUNTY OF BROOMFIELD, COLORADO:

By: _____

Title: _____

Date: _____

Approved as to Form: _____

Attest: _____

FOR THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, COLORADO:

By: _____

Title: _____

Date: _____

Approved as to Form: _____

FOR THE CITY OF ARVADA, COLORADO:

By: _____

Title: _____

Date: _____

Approved as to Form: _____

Attest: _____

**SECOND AMENDED AND RESTATED JEFFERSON PARKWAY PUBLIC HIGHWAY
AUTHORITY AND THE CITY AND COUNTY OF BROOMFIELD ADVANCE AND
REIMBURSEMENT AGREEMENT**

This **SECOND AMENDED AND RESTATED ADVANCE AND REIMBURSEMENT AGREEMENT** (the “Agreement”) is made and entered as of the date of the latest signature on this document by the Parties (the “Effective Date”), by and between **JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY**, a body corporate and political subdivision of the State of Colorado (the “Authority”) and the **CITY AND COUNTY OF BROOMFIELD**, a Colorado municipality and county (“Broomfield”), individually referred to herein as “Party” and collectively referred to herein as “Parties.”

RECITALS

WHEREAS, the Authority was formed as a public highway authority pursuant to §§ 43-4-501, *et seq.*, C.R.S. and the Establishing Contract for the Jefferson Parkway Public Highway Authority dated May 30, 2008, and amended once on October 4, 2010, by and between the City of Arvada, County of Jefferson and City and County of Broomfield (as amended, the “Establishing Contract”) for the purpose of financing, constructing, operating or maintaining the Jefferson Parkway; and

WHEREAS, the Authority and Broomfield entered into an Advance and Reimbursement Agreement on April 17, 2014, which was amended once previously on May 17, 2018 (the “Reimbursement Agreement”) to establish the terms and conditions (a) upon which Broomfield may make Advances to the Authority and (b) upon which the Authority makes reimbursement to Broomfield for the Advances; and

WHEREAS, similar agreements were entered into by the Authority and the City of Arvada and Jefferson County, the other two originating government units of the Authority; and

WHEREAS, the term “Advances” refers collectively to the terms “Right-of-Way Contribution,” “Cash Advance,” and “In-Kind Contribution” as defined below, by Broomfield on behalf of or to the Authority; and

WHEREAS, as of the Effective Date of this Agreement, Broomfield has made Advances to the Authority; and

WHEREAS, pursuant to paragraph 14 of the Establishing Contract, any member may request the Board to consider its withdrawal from participation in the Authority by written notice, and the Board, by unanimous consent, may approve of the withdrawal, so long of two of the original Governmental Units remain and provided such termination, dissolution or withdrawal shall not be effective until and unless satisfactory provisions have been made to discharge all the obligations of the Authority, including any Bonds issued or assumed thereby, in a manner that will protect the rights and interest of the holders of such obligations, including Bonds of the Authority; and

WHEREAS, on February 26, 2020, Broomfield provided notice to the Board, Jefferson County and Arvada announcing its desire to withdraw from participation in the Authority; and

WHEREAS, Jefferson County and Arvada disputed the terms and conditions of Broomfield's withdrawal, which dispute included the filing of a lawsuit by Jefferson County and Arvada against Broomfield regarding the withdrawal, Case No. 2022CV30624 (the "lawsuit"); and

WHEREAS, the Authority became involved in the dispute underlying the lawsuit when Broomfield asserted that the Authority is an indispensable party to the lawsuit and should be added as a party; and

WHEREAS, as part of the overall resolution of the dispute and the lawsuit regarding Broomfield's withdrawal, the Authority has agreed to amended the Reimbursement Agreement in order to recognize Broomfield's withdrawal from the Authority pursuant to the terms of the Withdrawal Agreement; and

WHEREAS, Jefferson County and Arvada are to remain members of the Authority and, pursuant to the Establishing Contract, any other municipality, county or city and county can become a party to the Establishing Contract (collectively, "Members"); and

WHEREAS, Broomfield will not be making any further Advances to assist the Authority; and

WHEREAS, the Authority and Broomfield desire to amend the existing Amended Advance and Reimbursement Agreement concerning and recognizing the Advances by Broomfield and the reimbursement of the Advances by the Authority given Broomfield's withdrawal from the Authority; and

WHEREAS, although not parties to this Agreement, as part of the contemporaneous Withdrawal Agreement to resolve the lawsuit, Arvada and Jefferson County acknowledged Broomfield's Advances and Broomfield's retention of rights under this Agreement, and agree not to take future action that would eliminate or impair Broomfield's rights under this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

The Recitals set forth above are hereby incorporated in this Agreement.

I. Purpose of the Agreement. This Agreement acknowledges (a) the Advances made to the Authority and (b) establishes the terms and conditions upon which the Authority makes reimbursement to Broomfield for the Advances following Broomfield's withdrawal from the Authority.

II. Recognition and Agreement Acknowledging Past Advances.

A. Recognition of Broomfield's Advances. The Authority acknowledges that, as of the Effective Date, Broomfield has made Right-of-Way Contributions, Cash Advances and In-Kind Contributions to the on the dates and in the amounts as shown on the **Recognition of Advances Spreadsheet attached hereto as**

Exhibit A, toward the Authority's organization and operating expenses. Broomfield will not provide any additional Advance(s) to the Authority following the Effective Date of this Agreement.

B. Recognition of Arvada's and Jefferson County's Advances The Authority acknowledges that on or before the Effective Date, Jefferson County, and Arvada have or will make Right-of-Way Contributions, Cash Advances and In-Kind Contributions to the Authority, as generally described on **Exhibit A**. Both Arvada and Jefferson County are expected to provide additional Advances to the Authority following the Effective Date of this Agreement.

III. Reimbursement of Broomfield's Advances.

A. Upon issuance of Bonds to others than Authority members for financing the Jefferson Parkway or entering into a concession and lease agreement or similar agreement that provides for reimbursement of the Advances, the Authority shall reimburse Broomfield for its Advances subject to the payment priority set forth herein.

B. In the event the Bonds do not issue, a concession and lease agreement or similar agreement is not entered into, the proceeds from such Bonds, concession and lease agreement or similar agreement are not sufficient to repay such Advances, the Authority shall reimburse such Advances, subject to the payment priority set forth herein, from funds available within any fiscal year and not otherwise required for operations, capital improvements and debt service costs and other expenses of the Authority.

C. Reimbursement of Advances shall be given the following priority:

1. First priority is given to Advances made after the Effective Date of this Agreement by Arvada or Jefferson County, as member governments of the Authority;

2. Second priority is given to Advances made prior the Effective Date of this Agreement by Broomfield, Jefferson County or Arvada, as originating member governments of the Authority in the following order and on a pro-rata basis:

- a. Reimbursement of Right-Of-Way contributions
- b. Reimbursement of Cash advances
- c. Reimbursement of In-kind contributions

3. Third priority is given to Advances by all other member governments of the Authority, if any, made after the Effective Date of this Agreement.

D. Conditions on the Repayment.

1. Right-of-Way Contribution(s) for the purpose of Broomfield shall be valued as follows for purposes of reimbursement hereunder: All Right-of-Way Contribution(s) shall be valued at Twenty-Eight Thousand Dollars (\$28,000) per acre, except that (i) Right-of-Way Contribution(s) of property by a Member, for which any agency with jurisdiction over such property requires, by law, regulation, or agreement, that fair market value be received for the contribution of such property, shall be valued at fair market value as determined by an appraisal.

2. The Authority shall reimburse Broomfield for the Cash Advances for organization and operations costs, together with interest at the federal funds rate plus one percent (1%) per annum, to be recalculated annually on June 30th, on such sums advanced, subject to this paragraph II(B)(3). Interest shall accrue as of the date each Cash Advance is made to the Authority, provided, however, that no interest shall begin to accrue on any Cash Advance made to the Authority prior to the date on which the Authority was officially formed. The Authority shall make payment for the Cash Advances, from funds available within any fiscal year and not otherwise required for operations, capital improvements and debt service costs and other expenses of the Authority.

IV. Bonds/Agreements. Broomfield acknowledges and agrees that, execution of this Agreement notwithstanding, the Authority shall determine in its sole discretion whether and when to proceed with a Bond issuance and/or enter into a concession and lease agreement or similar agreement. The Authority has no obligation to proceed with the Bond issuance and/or enter into a concession and lease agreement or similar agreement. The Authority agrees to use due diligence to issue the Bonds and/or enter into a concession and lease agreement or similar agreement at the earliest practicable date and to repay the Advances as soon as it has funds legally available.

V. Term of Agreement. This Agreement shall be in effect for a term of fifty (50) years after the Effective Date unless terminated pursuant to paragraph VI.

VI. Termination. This Agreement shall terminate only upon mutual written agreement of the Authority and Broomfield.

VII. Agreement by Broomfield Not an Indebtedness or Multiple Fiscal Year Financial Obligation. The Broomfield's obligations under this Agreement shall be subject to annual appropriation by the governing body of Broomfield in its sole discretion. The terms and conditions of this Agreement shall not be construed as a multiple-fiscal year direct or indirect debt or other financial obligation of Broomfield within the meaning of Article X, Section 20 of the Colorado Constitution.

VIII. Notice and Place for Payments. Any notices, demands or other communications required or permitted to be given in writing hereunder shall be delivered personally, sent by email with a hard copy sent immediately by first class mail, or sent by first class mail, addressed to the parties at the addresses set forth below, or at such address as either party may hereafter or from time to time designate by written notice to the other party in accordance herewith.

To the Authority:

Jefferson Parkway Public Highway Authority
Attn: Board of Directors
c/o City of Arvada City Manager's Office
8101 Ralston Road
Arvada, Colorado 80001
E-Mail: info@jppha.org

With a copy to:

Icenogle Seaver Pogue, P.C.
Attn: Tamara K. Seaver
4725 South Monaco Street, Suite 360
Denver, Colorado 80237
E-Mail: TSeaver@ISP-Law.com

To City and County of Broomfield:

Attn: City and County Manager
One DesCombes Drive
Broomfield, CO 80020
E-mail: manager@broomfield.org

With a copy to:

City and County Attorney
One DesCombes Drive
Broomfield, CO 80020
E-Mail: citycountyattorney@broomfield.org

IX. Binding Effect. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors and assigns of the Parties.

X. Entire Agreement, Amendments. This Agreement constitutes the entire agreement between the Parties relating to the Advances to the Authority and the reimbursement obligations, and sets forth the rights, duties and obligations of each Party to the other as of this date. Any prior agreements, including, but not limited to, previous versions of this Advance and Reimbursement Agreement entered into between the Parties, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.

This Agreement may only be amended or modified by a writing executed by both Parties.

XI. Conflicting Agreements. The Parties acknowledge that this Agreement is part of an overall agreement between the Parties, Arvada, and Jefferson County, to allow

Broomfield to withdraw from the Authority and resolve the lawsuit. In the Withdrawal Agreement, Arvada and Jefferson County acknowledged Broomfield's Advances and Broomfield's retention of rights under this Agreement, and agreed not to take future action that would eliminate or impair Broomfield's rights under this Agreement.

To the extent this Agreement conflicts with the Withdrawal Agreement or the First Amendment to the Amended and Restated Establishing Contract for the Jefferson Parkway Public Highway Authority, the provisions in this Agreement regarding reimbursement of Advances to Broomfield will control.

XII. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

XIII. Governmental Immunity. Nothing herein shall be construed as a waiver of the rights and privileges of the Authority or the Member pursuant to the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as amended from time to time.

XIV. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

XV. Assignment. This Agreement may not be assigned without the express written consent of the Parties hereto.

XVI. Authority. By its execution hereof, each party hereto represents and warrants that its representative signing hereunder has full power and lawful authority to execute this document and bind the respective Party to the terms hereof.

XVII. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement effective the day and year first written above.

[SIGNATURE PAGE TO FOLLOW]

FOR JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY:

By: _____

Title: _____

Date: _____

Approved as to Form: _____

Attest: _____

FOR THE CITY AND COUNTY OF BROOMFIELD, COLORADO:

By: _____

Title: _____

Date: _____

Approved as to Form: _____

Attest: _____

Exhibit A

Recognition of Advances Spreadsheet

Exhibit A - Recognition of Advances Spreadsheet

	BROOMFIELD				ARVADA				JEFFERSON COUNTY			
	Right-of-Way	type	Cash	In-Kind	Right-of-Way	type	Cash	In-Kind	Right-of-Way	type	Cash	In-Kind
2008			\$100,000				\$100,000	\$40,000			\$100,000	
2009			\$300,000				\$300,000	\$50,000			\$300,000	
2010			\$100,000				\$100,000	\$50,000	\$59,897	1-way	\$100,000	
2011	\$933,333	3-way	\$220,000		\$641,667	3-way	\$220,000	\$50,000	\$1,225,000	3-way	\$220,000	
2012			\$200,000				\$245,000	\$50,000			\$200,000	
2013			\$200,000				\$155,000	\$60,000			\$200,000	
2014			\$200,000	\$57,726			\$200,000	\$50,000			\$200,000	\$155,057
2015			\$200,000	\$6,040			\$200,000	\$50,000	\$45,877	1-way	\$200,000	\$3,625
2016			\$200,000	\$7,000	\$597,337	2 way	\$200,000	\$100,000	\$597,337	2-way	\$200,000	\$15,250
2017			\$400,000	\$7,400			\$400,000	\$125,000			\$400,000	\$9,050
2018			\$400,000	\$6,000			\$900,000	\$40,000			\$400,000	\$4,500
2019							\$2,000,000	\$131,623			\$2,025,000	\$6,500
2020							\$85,000	\$16,422			\$46,792	
2021							\$3,761	\$2,000				
2022							\$32,895	\$2,500				
2023							\$86,619				\$52,800	
2024	\$1,224,440	1-way	\$636,175									
Totals	\$2,157,773		\$3,792,350	\$84,166	\$1,239,004		\$5,228,275	\$817,545	\$1,928,111		\$4,644,592	\$193,982
Combined Totals	\$6,034,289				\$7,284,824				\$6,766,685			

U. S. ESCROW SERVICES, INC.
6312 S. FIDDLER'S GREEN CIRCLE, SUITE 300 E, GREENWOOD VILLAGE, CO 80111

DOCUMENT ESCROW AGREEMENT

ESCROW ID# USE-2024-0047CBF

THIS DOCUMENT ESCROW AGREEMENT (Agreement) is made and entered into as of this ____ day of _____, 2024, by and between the following Parties:

The City and County of Broomfield, Colorado, (Broomfield);

Jefferson Parkway Public Highway Authority, Arvada, Colorado, (JPPHA);

and

U. S. Escrow Services, Inc. (Escrow Agent).

Broomfield and JPPHA may each be referred to as a Principal, collectively referred to as the "Principals" or collectively with Escrow Agent, as the Parties.

RECITALS

WHEREAS, The Principals, along with the City of Arvada and Jefferson County, have entered into a Withdrawal Agreement ("Withdrawal Agreement"), which involves the conveyance of a certain parcel of real property from Broomfield to JPPHA for use as right of way; and

WHEREAS, The Principals require an Escrow Agent to hold a Deed for that real property more particularly described in that Withdrawal Agreement; and

WHEREAS, Escrow Agent agrees to act as Escrow Agent for the Principals pursuant to Broomfield's and JPPHA's instructions and the provisions set forth in this Escrow Agreement; and

WHEREAS, Escrow Agent agrees, as fiduciary to the Principals, to hold and exercise care, custody and control over the Deed for the benefit of and at the direction of the Principals, who will cause the Deed to be deposited with Escrow Agent in accordance with the provisions set forth herein;

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Escrow Agent and the Principals covenant and agree as follows, intending to be legally bound:

SECTION I
DEFINITIONS

The defined terms utilized throughout this Escrow Agreement shall have the following meanings that shall govern and control the interpretation of this Agreement.

- A. "Escrow Agent" U. S. Escrow Services, Inc., a Colorado corporation, located at 6312 S. Fiddler's Green Circle, Suite 300 E, Greenwood Village, Colorado 80111, which shall hold

U. S. ESCROW SERVICES, INC.

6312 S. FIDDLER'S GREEN CIRCLE, SUITE 300 E, GREENWOOD VILLAGE, CO 80111

the Deed in trust.

B. "Deed" The Special Warranty Deed Broomfield and JPPHA shall cause to be delivered to Escrow Agent to hold in escrow pursuant to the terms and conditions in this Agreement.

A. Exhibits: **Exhibit A** Format for Notice to Release Documents; **Exhibit B** KYC Information and Principals' Identification; **Exhibit C** Escrow Agent Fee Schedule.

B. Third Party Beneficiaries. The Parties to this Escrow Agreement acknowledge that Jefferson County, Colorado and the City of Arvada, Colorado are the Third Party Beneficiaries of this Agreement and there are no other third party beneficiaries.

SECTION II DEPOSIT OF DOCUMENTS TO ESCROW

2.1 The Principals shall deposit the original Deed with Escrow Agent, which shall be placed in escrow pursuant to the terms and conditions of this Escrow Agreement.

2.2 Escrow Agent shall issue a receipt to the Principals for the Deed upon delivery to Escrow Agent.

2.3 Escrow Agent shall accept the deposit of the Deed to be held in escrow pending further instructions Broomfield and JPPHA and shall preserve and protect the Deed in a secure and safe manner in a place of Escrow Agent's choosing. Escrow Agent shall prohibit any person from inspecting, copying or in any way gaining access to the escrowed Deed except (a) as provided for by the terms of this Escrow Agreement, or (b) as Broomfield and JPPHA shall direct.

2.4 This Deed Escrow shall continue for a period of three (3) years from the date of this Agreement. If JPPHA has not retrieved the Deed presently held in escrow within three (3) years from the date of this Escrow Agreement, as allowed by and consistent with the Withdrawal Agreement, Broomfield shall request, in writing, that Escrow Agent continue to hold the Deed in escrow for up to an additional two (2) years.

2.5 At the end of the five (5) year period, Escrow Agent may add an additional 5-year period with mutual consent from the Principals to continue to hold the Deed for a longer period; or, in the alternative, Escrow Agent may give notice to the Principals that Escrow Agent is no longer acting as an escrow agent or in any fiduciary capacity, and Escrow Agent shall deliver the deed to pursuant to the instructions set forth in Exhibit C.

SECTION III DUTIES OF ESCROW AGENT

3.1 Escrow Agent shall hold and protect the Deed in escrow, subject to the terms and conditions of this Escrow Agreement and pursuant to Broomfield's and JPPHA's instructions.

U. S. ESCROW SERVICES, INC.

6312 S. FIDDLER'S GREEN CIRCLE, SUITE 300 E, GREENWOOD VILLAGE, CO 80111

3.2 Escrow Agent shall release the Deed held in escrow upon receipt of written instructions, as shown on Exhibit A, attached hereto, signed by authorized persons from Broomfield and JPPHA. Said instructions shall also direct where the escrowed Deed is to be delivered upon release from escrow. Broomfield and JPPHA agree to give Escrow Agent written notice for delivery of the escrowed Deed at least five (5) business days prior to the date the Deed is to be delivered.

3.3 If a disagreement concerning the Deed held in escrow should arise, Escrow Agent shall continue to hold the Deed until the Principals have reached a settlement concerning their disagreement and provided written instructions, executed by both Broomfield and JPPHA, for the release and delivery of the Deed. Until such instructions are received by Escrow Agent, the Deed will not be released under any circumstances, barring only a court order to do so.

SECTION IV **TERM AND COMPLETION/TERMINATION OF ESCROW**

4.1 Unless otherwise terminated or canceled as provided herein, the term of this Agreement shall commence on the effective date hereof and continue thereafter until the delivery of the Deed in escrow.B; or

4.2 Escrow Agent may at any time resign by delivering the Deed to any successor Escrow Agent the Principals designate in writing. The Principals agree to appoint a successor Escrow Agent within 45 calendar days after the date of Escrow Agent's written notice of resignation. Escrow Agent's resignation will be effective on the earlier of (a) appointment of a successor (including a court of competent jurisdiction), or (b) 45 days after the date of delivery of its written notice of resignation to the Principals. If at that time Escrow Agent has not received a designation of a successor Escrow Agent, Escrow Agent's sole responsibility after that time shall be to retain and safeguard the Deed until receipt of a designation of successor Escrow Agent.

4.3.The Principals may terminate this Agreement as provided under section 4.c of the Withdrawal Agreement by providing the Escrow Agent written notice of termination. Upon termination under this paragraph, all Documents then remaining in escrow shall be released from escrow and delivered according to the instructions in Exhibit C.

SECTION V **ESCROW FEES**

For Escrow Agent's services rendered in connection with this Escrow Agreement, Escrow Agent shall be entitled to receive the fees more particularly described in Exhibit B, attached hereto and incorporated herein as though fully set forth at this point. The Escrow Agreement fee shall be deemed earned upon execution of this Escrow Agreement and is non-refundable. Escrow Agent will not be required to deliver the Document held in escrow to JPPHA until Escrow Agent's fees have been paid, subject to the terms and conditions of this Escrow Agreement.

SECTION VI **LIMITATIONS ON ESCROW AGENT'S LIABILITY**

6.1 In consideration of Escrow Agent's acceptance of this escrow, and to the extent permitted by law, the Principals agree to indemnify and hold Escrow Agent, including its officers, directors, shareholders, employees and agents harmless as to any liability Escrow Agent may incur to any person, firm or corporation by reason of its having accepted the same, or in carrying out any of the terms hereof, and to

U. S. ESCROW SERVICES, INC.

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reimburse Escrow Agent for all its expenses, including, among other things, attorney fees, court costs or other dispute costs that Escrow Agent may incur in any defense of its position or actions taken pursuant to these Escrow Instructions.

6.2 The Principals further agree that Escrow Agent shall not be liable to it for any actions Escrow Agent may take pursuant to the terms of this Escrow Agreement or for any action taken or not taken by Escrow Agent under the reasonable belief that such action was in accordance with the terms of this Agreement.

6.3 Escrow Agent shall be entitled to deem the signatures on a notice as being those authorized to sign such notices on behalf of the Principals and shall be entitled to rely upon the genuineness of the signatures without inquiry and without requiring substantiating evidence of any kind, subject to the following requirements:

Escrow Agent shall only act according to written instructions executed according to the terms of this sub-section 6.3. Escrow Agent may seek confirmation of such instructions by telephone call back to the Principals, and Escrow Agent may rely upon the confirmation of anyone purporting to be the person or persons so designated. If Escrow Agent is unable to verify the instructions, or is not satisfied with the verification it receives, Escrow Agent shall not be required to release the escrowed Deed until all issues have been resolved, and updated, correct written instructions are delivered to Escrow Agent.

6.4 Escrow Agent shall have no duty to investigate or inquire into the accuracy of any notice, or the genuineness of any signature on any notice, furnished in connection with this Escrow Agreement, subject to Section 6.3 above. It shall be the duty of the Principals to undertake their own due diligence concerning the parties, documents and other instruments involved in this transaction.

6.5 Escrow Agent may consult with legal counsel in the event of any dispute or question concerning these instructions or Escrow Agent's duties, and Escrow Agent shall be entitled to rely upon the opinion and instructions of counsel.

6.6 The Principals shall, to the extent permitted by law, indemnify and hold Escrow Agent harmless against any loss, liability, damage, cost or expense, including reasonable attorney fees, (a) related to Escrow Agent's acting upon any notice, request, waiver, consent, receipt or other paper or document, whether delivered electronically or otherwise, and believed by Escrow Agent to be signed by the Principals, and (b) incurred in connection with the terms of this Escrow Agreement.

6.7 Escrow Agent shall not be liable to the Principals or any Third Party Beneficiary for any error of judgment or for any act done or step taken or omitted by it in good faith or for any mistake of fact or law or for anything that Escrow Agent may do or refrain from doing in connection herewith, except for its own gross negligence or willful misconduct. Escrow Agent shall have duties only to Broomfield and JPPHA, and no person nor entity shall be deemed a third-party beneficiary of this Escrow Agreement.

6.8 If the Deed held in escrow should be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all writs, orders or decrees so entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction. In the event that Escrow Agent obeys or complies with any such writ, order or decree.

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Escrow Agent shall not be liable to the Principals by reason of such compliance even if such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

6.9 Escrow Agent shall not be liable under any circumstances to the Principals for any consequential, indirect, special, punitive or incidental damages or lost profits, whether foreseeable or unforeseeable.

6.10 Escrow Agent shall not be required to take or be bound by notice of any default of any person, or to take action with respect to such default whether or not such action involves any expense or liability. In addition, Escrow Agent may refrain from taking any action contemplated by this Agreement if it becomes aware of any disagreement concerning this Agreement or between the Principals.

6.11 After termination, Escrow Agent shall remain entitled to all benefits of this Section VI.

SECTION VII INDEMNIFICATION AND EXCULPATION

7.1 The obligations and duties of the Escrow Agent are confined to those specifically set forth in this Agreement, inclusive of its exhibits, notwithstanding references herein to other documents or agreements. In the event that any of the terms and provisions of any other agreement between any of the parties hereto conflict or are inconsistent with any of the terms and provisions of this Agreement, the terms and provisions of this Agreement shall govern and control the duties of Escrow Agent in all respects.

7.2

7.3 In performing any of its duties hereunder, the Escrow Agent shall not incur any liability to the Principals

for any damages, losses, or expenses, except for willful misconduct or gross negligence, and it shall accordingly not incur any such liability with respect to: (i) any action taken or omitted in good faith upon advice of its counsel; or (ii) any action taken or omitted in reliance upon any instrument, which Escrow Agent may in good faith believe to be genuine, to have been signed or presented by a proper person or persons, and that conforms with the provisions of this Agreement.

7.4 If a dispute should exist as to the duties of the Escrow Agent for more than five (5) business days, Escrow Agent may deposit the Deed then in escrow with the Clerk of the District Court for the County of Arapahoe, State of Colorado, or other court of competent jurisdiction, and may interplead Broomfield and JPPHA as to the rights, if any, in the Deed. Upon

U. S. ESCROW SERVICES, INC.

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depositing the Deed and filing its complaint in interpleader, Escrow Agent shall be completely discharged and released from all further liability or responsibility under the terms hereof.

SECTION VIII GENERAL PROVISIONS

8.1 NOTICES. Any notice, consent or request to be given in connection with any terms or provisions of this Escrow Agreement shall be in writing and be given in person, by facsimile transmission, delivery service or by international and domestic mail, and shall become effective (a) on delivery if given in person, (b) on the date of delivery if sent by email with return receipt or by a nationally recognized delivery service, with return receipt or (c) four business days after being deposited in the mails, with proper postage for first-class registered or certified mail, prepaid. Notices shall be addressed as follows:

If to City and County of Broomfield: CITY AND COUNTY OF BROOMFIELD, COLORADO
Attn: Attn: Nancy Rodgers, City & County Attorney
Address: One DesCombes Drive
City of Broomfield, CO 80020
Phone: 303-428-6358
Email: nrodgers@broomfield.org and
Citycountyattorney@broomfield.org

If to JPPHA: JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY
Attn: Bryan Archer, Interim Executive Director
Address: 8101 Ralston Road
Arvada, CO 80001-1108
Phone: 720-898-7120
Email: bryan-a@arvada.org

With a Copy to: ICENOGLE SEAVER POGUE
Attn: Tamara K. Seaver, Attorney
Address: 4725 South Monaco St., Suite 360
Denver, CO 80237
Phone: 303-867-3004
Email: tseaver@isp-law.com

if to Escrow Agent: U.S. ESCROW SERVICES, INC.
Attn: Janel Bryan, President
Address: 6312 S. Fiddler's Green Circle, Suite 300 E
Greenwood Village, CO 80111
Phone: 303-224-0404
Email: jbryan@usescrow.net

8.2 SEVERABILITY. The Parties agree that the provisions of this Agreement shall be severable if any of the provisions hereof are invalid, void or otherwise unenforceable. Those provisions shall be automatically replaced by other provisions that are as similar as possible, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

8.3 SPECIFIC PERFORMANCE. The Parties agree that time is of the essence, and any delay in performance by any party will result in irreparable harm to the other parties. Accordingly, any party may seek specific performance and/or injunctive relief before any court of competent jurisdiction to

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enforce this Agreement or to prevent violation thereof, and no party shall object to specific performance or injunctive relief as an appropriate remedy.

8.4 ENTIRE AGREEMENT. This Agreement is the entire agreement and understanding of the Parties concerning the Deed to be held in escrow. This Agreement may be amended or modified only by a writing signed by the each of the Parties. The headings in this Agreement are intended solely for convenience or reference and shall be given no effect in the construction or interpretation of this Agreement. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

8.5 GOVERNING LAW. Colorado law shall govern this Agreement in all respects. The Parties irrevocably and unconditionally submit to the exclusive jurisdiction of a federal or state court located in Arapahoe County, Colorado, in connection with any proceedings commenced regarding this Escrow Agreement, including but not limited to, any interpleader proceeding or proceeding for the appointment of a successor escrow agent. All parties irrevocably submit to the exclusive jurisdiction of such courts for the determination of all issues in such proceedings, without regard to any principles of conflicts of laws, and irrevocably waive any objection to venue of inconvenient forum.

8.6 COUNTERPARTS. This Agreement may be executed in counterparts, each of which, when so executed and delivered, shall be deemed to be an original and enforceable, but all of which counterparts, taken together, shall constitute one and the same instrument.

8.7 LEGAL FEES AND COSTS. If Escrow Agent incurs legal fees and expenses for its acceptance of this Escrow, or under this Agreement, or for Indemnity, or as a Plaintiff to Interplead the Deed in escrow and the Principals, or as a party defendant as a result of the Escrow, then the Principals shall reimburse Escrow Agent for those legal fees and costs. Escrow Agent shall not under any circumstances be required to pay any legal fees or costs to either the City of Broomfield or Jefferson Authority, except in the event of its own gross negligence, and the Principals waive any future claims against Escrow Agent.

8.8 EXPERTISE. The Principals warrant that they have the expertise and knowledge to understand and carry out the terms of this Escrow Agreement and the transactions contemplated between them. The Principals do hereby state that they have read, understand, and agree to the terms of this Escrow Agreement. If the Principals desire legal advice, each should consult with its attorneys before signing.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date above first written above.

The City and County of City of Broomfield, Colorado,

By:

Guyleen Castriotta, Mayor

Jefferson Parkway Public Highway Authority

By:

Bryan Archer, Interim Executive Director

U. S. ESCROW SERVICES, INC.

6312 S. FIDDLER'S GREEN CIRCLE, SUITE 300 E, GREENWOOD VILLAGE, CO 80111

Escrow Agent: U. S. ESCROW SERVICES, INC

By:

Janel K. Bryan, President

U. S. ESCROW SERVICES, INC.
6312 S. FIDDLER'S GREEN CIRCLE, SUITE 300 E, GREENWOOD VILLAGE, CO 80111

EXHIBIT A

KYC CDD EDD Policy

U. S. Escrow Services has adopted the following policies for the protection of its Clients and to ensure that all funds and other documents received by U. S. Escrow Services are safeguarded until delivered to its Client.

KYC-- Know Your Client-- is a process by which U. S. Escrow Services obtains information about the identity and address of the Parties to the transaction for which U. S. Escrow Services provides escrow services.

CDD means Customer Due Diligence-- is a process of **KYC** which is used to gather data about the parties requesting escrow services, to identity, address and to evaluate the risk category of each party. The goal of both KYC and CCD for U. S. Escrow Services is, to the extent possible, prevent criminals and terrorists from misusing companies for illicit activities and money laundering.

EDD is Enhanced due diligence that is a KYC process providing a greater level of scrutiny of potential business partnerships and highlights risks that cannot be detected by customer due diligence.

U. S. Escrow Services has framed its **KYC policy** incorporating the following **four key elements**:

1. Customer Acceptance Policy; verify the identity of customers.
2. Customer Identification Procedures; identify and verify companies who are Clients and the owners thereof.
3. Escrow Transactions; understand nature and purpose of customer to open an Escrow Account.
4. Risk Management; On-going Due Diligence to maintain and update customer information.

These policies may be more completely described as follows:

1. Identification of the Parties to the Escrow Transaction: Individual Clients furnish current Driver's License or Government Photo ID and Passport, with current address of all signors for the transaction. Signors shall include Job Title, email address, phone numbers and legal name.
2. Companies' Identification: Current Certificate of Good Standing, either Articles of Incorporation or Articles of Organization; corporate address, phone numbers, contact person; percentage of Company owned by signor, if applicable.
3. Name, current address, email address for each Intermediary and any other Party that is to be paid from the Escrow Funds.

U. S. ESCROW SERVICES, INC.
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EXHIBIT B

WRITTEN INSTRUCTIONS FOR
RELEASE OF ESCROWED DEED

DATE: _____, 202_____

U.S. ESCROW SERVICES, INC.
6312 S. Fiddler's Green Circle, Suite 300 E
Greenwood Village, CO 80111
Email: jbryan@usescrow.net; kks49@msn.com

Re: Escrow Account No. USE-2024-0047CBF

U.S. ESCROW SERVICES, INC. is hereby directed to release and deliver the following escrowed Document named in Exhibit A held in escrow for Broomfield and JPPHA as follows:

Upon written notification from the Principals that , pursuant to paragraph 4b of the Withdrawal Agreement, a Concession Transaction, as defined under the Withdrawal Agreement, has occurred U.S. ESCROW SERVICES, INC. shall deliver the Deed to JPPHA.

Upon the natural expiration of this Agreement pursuant to the Section II of this Agreement, U.S. ESCROW SERVICES shall deliver the deed to JPPHA.

Upon with notice of termination of this Escrow Agreement from the Principals pursuant to paragraph 4.c of the Withdrawal Agreement, U.S. ESCROW SERVICES, INC. shall deliver the deed to the City and County of Broomfield.

.

The City and County of City of Broomfield, Colorado

By: _____

Jefferson Parkway Public Highway Authority

By: _____

U. S. ESCROW SERVICES, INC.
6312 S. FIDDLER'S GREEN CIRCLE, SUITE 300 E, GREENWOOD VILLAGE, CO 80111

EXHIBIT D

2024 ESCROW FEE SCHEDULE

Escrow Agent shall be paid the fees and costs for Escrow Agent's services to City and County of Broomfield and Jefferson Authority as follows:

The Document Escrow Fees shall be paid by the City and County of Broomfield upon receipt of the receipt of the Deed into escrow. If the parties' transaction(s) change in format and/or form, Escrow Agent reserves the right to amend this fee statement to reflect said changes. Change fee to final approved Escrow Agreement will be determined based on the changes and redistribution.

A transaction fee is incurred for each check (deposit), wire transfer or other movement of proceeds, documents or other property in and out of Paymaster's trust account or vault.

2024 ESCROW FEES

Approved Escrow Agreement as a onetime Setup fee.	1,200
<i>Approved</i> Escrow Agreement will require a \$200.00 per hour change and redistribution.	TBD
Vault Trip Fee \$75 per trip	150
Accounting Fee prorated if needed \$480 annual	TBD
Courier/ Mail Fees	TBD
Document Vault Storage Fee 95.00 per year	285

The amount due with signing the escrow agreement is \$ **2,460.00** for Three years.

CHASE BANK
333 W Hampden Ave 80110
Englewood CO
ABA # 021000021
SWIFT CODE# CHASUS33

ACCT: U.S. ESCROW SERVICES, INC.
6312 Fiddlers Green Cir Suite 300E
Greenwood Village, CO 80111

ACCT # 591670685

ZELLE FOR EARNEST DEPOSITS UNDER 3K You may use this option - send funds to 303-224-0404.

PLEASE MEMO THE NAME OF COMPANY IF POSSIBLE AND SEND AN EMAIL SENT.

Record in Accordance with Escrow Agreement and Return to:

Jefferson Parkway Public Highway Authority
% Tamara K. Seaver
Icenogle Seaver Pogue, PC
4725 S. Monaco Street, Suite 350
Denver, CO 80122

City and County of Broomfield
% Nancy Rodgers
City and County Attorney,
One Descombes Drive
Broomfield, CO 80020

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (“DEED”) is dated as of the ____ day of _____, 2024 and is made between **CITY AND COUNTY OF BROOMFIELD**, a Colorado municipal corporation and County, “**GRANTOR**” and **JEFFERSON PARKWAY PUBLIC HIGHWAY AUTHORITY**, a body corporate and political subdivision of the State of Colorado, “**GRANTEE.**”

WITNESS, that the Grantor, for and in consideration of the sum of TEN DOLLARS, (\$10.00), the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantee and its successors and assigns forever, all of its rights, title and interest in and to the real property situated in and by these presents do grant, bargain, sell, convey, and confirm, unto Grantee, and Grantee’s heirs, successors, and assigns forever, all the real property, together with all improvements, if any, situate, lying and being in the City and County of Broomfield, State of Colorado, described in EXHIBIT A (the “Property”) subject to the following possibility of reverter which is hereby expressly retained by Grantor for itself and its successors and assigns. If at 12:00 p.m. (MST/MDT) on *[NTD: insert date that is 20 years from the Effective Date of the Settlement Agreement]* the Grantee, or any of its successors, assigns, and successors in title, does not have a binding written agreement with a third party entity (public or private) to with respect to the development of the Jefferson Parkway Public Highway, then the Property shall automatically and without further action on the part of the Grantor, revert to the Grantor. If Grantee, or any of its successors, assigns, and successors in title, dissolves or otherwise ceases to exist on or before 12:00 p.m. (MST/MDT) on *[NTD: insert date that is 20 years from the Effective Date of the Settlement Agreement]*, then the Property shall, automatically and without further action on the part of the Grantor, revert to the Grantor. If the Establishment Agreement is terminated on or before 12:00 p.m. (MST/MDT) on *[NTD: insert date that is 20 years from the Effective Date of the Settlement Agreement]*, then the Property shall, automatically and without further action on the part of the Grantor, revert to the Grantor. Grantee shall not encumber the property in such a manner so as to limit or restrict Grantor’s rights and remedies in enforcing its reversionary interest.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee and the Grantee's successors and assigns forever. The Grantor, for itself and its successors and assigns, does covenant and agree that the Grantor shall and will **WARRANT THE TITLE AND DEFEND** the above described premises in the quiet and peaceable possession of the Grantee and the successors and assigns of the Grantee, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor.

IN WITNESS WHEREOF, Grantor has executed this deed as of the ____ day of _____, 2024.

GRANTOR:

**CITY AND COUNTY OF
BROOMFIELD**, a Colorado Municipal
Corporation and County

By: _____
Name _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing Special Warranty Deed was acknowledged before me this _____ day of _____, 2024, by _____ as _____ of **CITY AND COUNTY OF BROOMFIELD** a Colorado Municipal Corporation and County.

Witness my hand and official seal.

Notary Public
My commission expires:
[SEAL]

EXHIBIT A
to
Special Warranty Deed
Legal Description for the Property

EXHIBIT A

A PARCEL OF LAND (RW-1), BEING A PART OF THAT TRACT OF LAND DESCRIBED IN THAT DOCUMENT RECORDED AT RECEPTION NO. 85063452 IN THE BROOMFIELD COUNTY CLERK AND RECORDER'S OFFICE, SITUATED IN THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY & COUNTY OF BROOMFIELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3.25 INCH ALUMINUM CAP FOUND AT THE CENTER 1/4 CORNER OF SAID SECTION 6, THENCE ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 SOUTH 00°41'34" WEST, A DISTANCE OF 27.72 FEET TO **THE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID EAST LINE SOUTH 00°41'34" WEST, A DISTANCE OF 300.15 FEET;
THENCE SOUTH 88°53'20" WEST, A DISTANCE OF 597.53 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE TO THE LEFT;
THENCE ALONG SAID CURVE, HAVING A CENTRAL ANGLE OF 45°55'23", A RADIUS OF 2,050.00 FEET, AN ARC LENGTH OF 1,643.09 FEET, AND A CHORD WHICH BEARS SOUTH 65°55'39" WEST, A DISTANCE OF 1,599.46 FEET;
THENCE SOUTH 29°43'48" WEST, A DISTANCE OF 454.51 FEET;
THENCE SOUTH 18°41'37" EAST, A DISTANCE OF 193.10 FEET;
THENCE SOUTH 01°24'12" WEST, A DISTANCE OF 280.15 FEET;
THENCE SOUTH 15°00'08" WEST, A DISTANCE OF 185.44 FEET;
THENCE SOUTH 25°27'25" WEST, A DISTANCE OF 321.24 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE TO THE LEFT;
THENCE ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 25°48'32", A RADIUS OF 489.00 FEET, AN ARC LENGTH OF 220.27 FEET, AND A CHORD WHICH BEARS SOUTH 12°33'09" WEST, A DISTANCE OF 218.41 FEET;
THENCE SOUTH 00°21'07" EAST, A DISTANCE OF 76.05 FEET;
THENCE SOUTH 89°26'03" WEST, A DISTANCE OF 63.49 FEET TO THE EASTERLY RIGHT-OF-WAY OF INDIANA STREET;
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY NORTH 00°33'57" WEST, A DISTANCE OF 1,482.65 FEET TO A NON-TANGENT CURVE TO THE RIGHT;
THENCE ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 56°22'34", A RADIUS OF 2,350.00 FEET, AN ARC LENGTH OF 2,312.28 FEET, AND A CHORD WHICH BEARS NORTH 60°42'03" EAST, A DISTANCE OF 2,220.13 FEET;
THENCE NORTH 88°53'20" EAST, A DISTANCE OF 606.98 FEET TO **THE POINT OF BEGINNING**.

CONTAINING AN AREA OF 1,153,037 SQUARE FEET OR 26.470 ACRES, MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, WITH A GRID BEARING OF SOUTH 00°41'34" WEST BETWEEN THE CENTER 1/4 CORNER OF SAID SECTION 6, BEING MONUMENTED WITH A 3.25" ALUMINUM CAP STAMPED "ACCURATE PLS 37066 2005", AND THE SOUTH 1/4 CORNER OF SAID SECTION 6, BEING MONUMENTED WITH A 3.25" ALUMINUM CAP STAMPED "ACCURATE PLS 37066 2012", WITH ALL BEARINGS HEREIN RELATIVE THERETO.

CASEY C. PRIBBLE
COLORADO PLS 38793
FOR AND ON BEHALF OF
SURVWEST, LLC
(720)259-9316
6501 E. BELLEVIEW AVE, SUITE 300
ENGLEWOOD, CO 80111



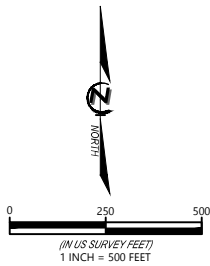
SURVWEST PROJECT NO. P230047	
ADD'L INFO:	
DRAWING NAME:	P230047-JPPHA Legal Exhibit SW
REVISION:	REV DESC:



A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE 6TH P.M., CITY & COUNTY OF BROOMFIELD, STATE OF COLORADO

TITLE: PARCEL OF LAND RW-1				
DWN:	CHK'D	DATE:	SCALE:	SHEET NO:
CP	RI	5/1/2023	N/A	1 OF 2

EXHIBIT A



PARCEL OF LAND RW-1
1,153,037± SQ.FT.
(26.470± AC.)

POINT OF COMMENCEMENT
CENTER 1/4 CORNER OF
SECTION 6, T2S, R69W
FOUND 3.25" ALUMINUM CAP
STAMPED "ACCURATE PLS 37066 2005"

S00°41'34"W 27.72' (TIE)

POINT OF BEGINNING

N88°53'20"E 606.98'

WEST 1/4 CORNER OF
SECTION 6, T2S, R69W
FOUND NO. 3 REBAR

N. LINE OF SW 1/4, SEC. 6, T2S, R69W, 6TH P.M.

Δ: 56°22'34"
R: 2,350.00'
L: 2,312.28'
CHB: N60°42'03"E
CHD: 2,220.13'

300.00'

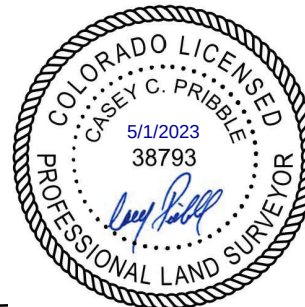
S88°53'20"W 597.53'

S00°41'34"W 300.15'

Δ: 45°55'23"
R: 2,050.00'
L: 1,643.09'
CHB: S65°55'39"W
CHD: 1,599.46'

GREAT WESTERN OPEN SPACE
REC. NO. 85063452, 7/7/1985
NOT PLATTED
APN: 171706300001

**SOUTHWEST 1/4,
SECTION 6,
T2S, R69W, 6TH P.M.**



E. LINE OF SW 1/4, SEC. 6, T2S, R69W, 6TH P.M.
S00°41'34"W 2,610.99' (BASIS OF BEARINGS)

INDIANA ST
(R/O/W WIDTH VARIES)

W. LINE OF SW 1/4, SEC. 6, T2S, R69W, 6TH P.M.

N00°33'57"W 1,482.65'

S29°43'48"W 454.51'

S18°41'37"E 193.10'

S01°24'12"W 280.15'

S15°00'08"W 185.44'

S25°27'25"W 321.24'

Δ: 25°48'32"
R: 489.00'
L: 220.27'
CHB: S12°33'09"W
CHD: 218.41'

S89°26'03"W 63.49'

S00°21'07"E 76.05'

S. LINE OF SW 1/4, SEC. 6, T2S, R69W, 6TH P.M.

SOUTHWEST CORNER OF
SECTION 6, T2S, R69W

SOUTH 1/4 CORNER OF
SECTION 6, T2S, R69W
FOUND 3.25" ALUMINUM CAP
STAMPED "ACCURATE PLS 37066 2012"

NOTE: THIS IS NOT A MONUMENTED SURVEY

SURVWEST PROJECT NO.	P230047
ADD'L INFO:	
DRAWING NAME:	P230047-JPPHA Legal Exhibit SW
REVISION:	REV DESC:

SURVWEST | SURVEY MAPPING
UTILITY & REAL ESTATE
720.259.9316 6501 E Bellevue Ave, Suite 300
www.survwest.com Englewood, CO 80111

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER
OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE 6TH P.M.,
CITY & COUNTY OF BROOMFIELD, STATE OF COLORADO

TITLE:

**PARCEL OF LAND
RW-1**

DWN:	CHK'D	DATE:	SCALE:	SHEET NO:
CP	RI	5/1/2023	1"=500'	2 OF 2

EXHIBIT A

A PARCEL OF LAND (RW-2), BEING A PART OF THAT TRACT OF LAND DESCRIBED IN THAT DOCUMENT RECORDED AT RECEPTION NO. 85063451 IN THE BROOMFIELD COUNTY CLERK AND RECORDER'S OFFICE, SITUATED IN THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY & COUNTY OF BROOMFIELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3.25 INCH ALUMINUM CAP FOUND AT THE CENTER 1/4 CORNER OF SAID SECTION 6, THENCE ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 SOUTH 00°41'34" WEST, A DISTANCE OF 27.72 FEET TO **THE POINT OF BEGINNING**;

THENCE NORTH 88°53'20" EAST, A DISTANCE OF 2,292.49 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE, HAVING A CENTRAL ANGLE OF 07°49'04", A RADIUS OF 1,550.00 FEET, AN ARC LENGTH OF 211.49 FEET TO THE EAST LINE OF SAID SOUTHEAST 1/4, AND A CHORD WHICH BEARS NORTH 84°58'48" EAST, A DISTANCE OF 211.33 FEET; THENCE ALONG SAID EAST LINE SOUTH 00°10'17" EAST, A DISTANCE OF 302.96 FEET TO A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID NON-TANGENT CURVE, HAVING A CENTRAL ANGLE OF 06°23'20", A RADIUS OF 1,850.00 FEET, AN ARC LENGTH OF 206.29 FEET, AND A CHORD WHICH BEARS SOUTH 85°41'40" WEST, A DISTANCE OF 206.19 FEET; THENCE SOUTH 88°53'20" WEST, A DISTANCE OF 2,301.94 FEET TO SAID WEST LINE; THENCE ALONG SAID WEST LINE NORTH 00°41'34" EAST, A DISTANCE OF 300.15 FEET TO **THE POINT OF BEGINNING**.

CONTAINING AN AREA OF 751,828 SQUARE FEET OR 17.260 ACRES, MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, WITH A GRID BEARING OF SOUTH 00°41'34" WEST BETWEEN THE CENTER 1/4 CORNER OF SAID SECTION 6, BEING MONUMENTED WITH A 3.25" ALUMINUM CAP STAMPED "ACCURATE PLS 37066 2005", AND THE SOUTH 1/4 CORNER OF SAID SECTION 6, BEING MONUMENTED WITH A 3.25" ALUMINUM CAP STAMPED "ACCURATE PLS 37066 2012", WITH ALL BEARINGS HEREIN RELATIVE THERETO.

CASEY C. PRIBBLE
COLORADO PLS 38793
FOR AND ON BEHALF OF
SURVWEST, LLC
(720)259-9316
6501 E. BELLEVIEW AVE, SUITE 300
ENGLEWOOD, CO 80111



SURVWEST PROJECT NO.		P230047
ADD'L INFO:		
DRAWING NAME:		P230047-JPPHA Legal Exhibit SE
REVISION:	REV DESC:	



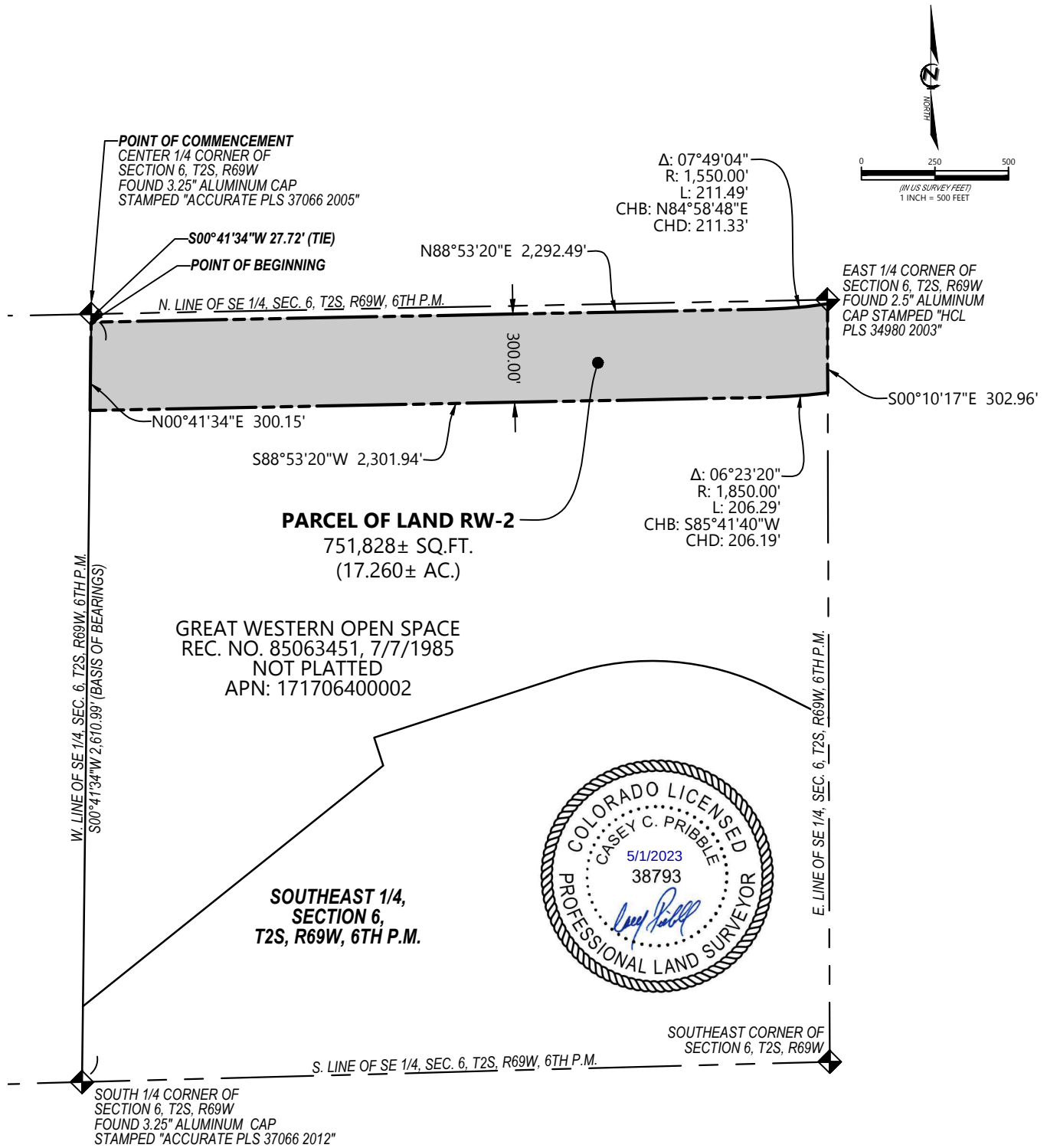
A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER
OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE 6TH P.M.,
CITY & COUNTY OF BROOMFIELD, STATE OF COLORADO

TITLE:

**PARCEL OF LAND
RW-2**

DWN:	CHK'D	DATE:	SCALE:	SHEET NO:
CP	RI	5/1/2023	N/A	1 OF 2

EXHIBIT A



NOTE: THIS IS NOT A MONUMENTED SURVEY

SURVWEST PROJECT NO. P230047	
ADD'L INFO:	
DRAWING NAME: P230047-JPPHA Legal Exhibit SE	
REVISION:	REV DESC:
	
720.259.9316 6501 E Bellevue Ave, Suite 300 www.survwest.com Englewood, CO 80111	

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 69 WEST OF THE 6TH P.M., CITY & COUNTY OF BROOMFIELD, STATE OF COLORADO				
TITLE: PARCEL OF LAND RW-2				
DWN: CP	CHK'D RI	DATE: 5/1/2023	SCALE: 1"=500'	SHEET NO: 2 OF 2

EXHIBIT E to the WITHDRAWAL AGREEMENT

Mitigation and Monitoring Program During construction on the Rocky Flats Transportation Corridor Portion of the Jefferson Parkway

I. Background.

The Rocky Flats Transportation Corridor (“Corridor”) is the eastern edge of the former Rocky Flats Site. It is a 300-foot-wide strip of land along the west side of Indiana Street. In preparation for the construction of the Jefferson Parkway within the Corridor, the following actions are needed to ensure protection of public health and the environment during construction. Controlling fugitive dust is crucial to minimizing the potential for airborne radioactive particles. Several best management practices for sampling, monitoring, mitigation of fugitive dust, and monitoring and management of runoff and any construction dewatering have been developed as well as methods for providing access to monitoring data to the public.

Construction of the Jefferson Parkway will require JPPHA to obtain Air Quality permits and Storm Water discharge permits from Colorado Department of Public Health and Environment (“CDPHE”), and a Materials Management Plan approved by CDPHE. and Jefferson County prior to commencement of construction. JPPHA, including any contractor hired for work related to construction (“Contractor”), agrees to implement the “Best Practices” set forth in Section III below, which may be above and beyond those Best Practices legally required by permits that must be obtained by JPPHA prior to the commencement of construction.

JPPHA will comply with all state and federal laws and regulations applicable to preconstruction and construction activities for the Jefferson Parkway, specifically including those related to radioactive testing and materials. JPPHA will obligate its Contractors to comply with this Mitigation and Monitoring Program.

II. Terms not Otherwise Defined.

A. Commencement of Construction. The term Commencement of Construction shall mean and include, but not be limited to: clearing, sampling, grading, or other ongoing construction activities which disturb soils in the Corridor in conjunction with the building, erection, fabrication and other similar associated activities intended to produce the Jefferson Parkway. Commencement of Construction shall not include Preconstruction Activities.

B. Preconstruction Activities. The term Preconstruction Activities as used herein shall include, but not be limited to, the following activities generally occurring prior to Commencement of Construction for the Jefferson Parkway and not disturbing soils: strategic and other planning, feasibility studies, financial studies, schematic, preliminary or final design work, securing permits, right-of-way acquisition (if any), utility locations, long lead time materials procurement, other procurement activities and negotiation of various contracts with engineering, design, or construction contractors or consultants.

III. Best Practices.

A. Dust Control Best Practices

1. Disturbed areas will be limited to the extent possible. No more than 20 acres will be disturbed at any one time.
2. Disturbed areas will be watered frequently to minimize any dust.
3. All contractors shall provide fugitive dust control arising from operations. All contractors shall dustproof the work area by sprinkling with water or other dewatering/dust control materials which are accepted as safe and commonly used in the construction industry.
4. All unpaved roads and other disturbed surface areas on site must be treated with chemical stabilizer per manufacturer's recommendations before activity in those areas begins, and as needed to maintain dust control. Such chemical stabilizer must be accepted as safe and commonly used in the construction industry.
5. Vehicle speed on all disturbed areas shall not exceed a maximum of 15 mph. Speed limit signs shall be posted.
6. No earthwork activities shall be performed when the wind speed exceeds 25 miles per hour.
7. All areas that have achieved final grade will be promptly covered with matting or other material or comparable method that will reduce or eliminate fugitive dust.
8. Saturate all disturbed areas as needed to prevent visible particulate matter.
9. All unpaved disturbed areas shall be revegetated as soon as seasons and conditions allow. Revegetation must occur within one year of site disturbance.
10. Mud and dirt carryout to paved areas shall be cleaned up daily.

B. Air Quality Monitoring Best Practices

1. Air quality monitoring stations will be established prior to the Commencement of Construction at three locations, to include on the east side of Indiana Street. Such locations will be selected by JPPHA, in consultation with CDPHE, to provide adequate representative samples and should be located downwind of operations.
2. An air quality monitoring station will be established at one community location to the east of Indiana Street, within 1-mile, generally towards Standley Lake.
3. An air quality monitoring station will be established at one background to the west of Indiana Street, within 1 mile.
4. Sampling should be conducted with calibrated hi-volume total suspended particulate samplers operating continuously with samples taken and filters changed once per week. Each weekly sample will be tested, analyzed, and results promptly reported to CDPHE.
5. All sampling and testing must meet scientifically established sampling and testing methods and be conducted in a manner to adequately capture potential contaminants. All testing information and results shall be promptly provided to CDPHE for review and analysis.
6. Sampling should begin at least two weeks prior to commencement of construction and will be conducted on a weekly basis during construction.
7. Samples will be analyzed for radionuclides, to include gross alpha/beta, and isotopic testing for uranium and plutonium.
8. Sampling and data collected shall be reviewed monthly by a qualified third party recommended by CDPHE.
 - a. If air sampling results indicate readings at a level that a qualified third party engaged by JPPHA based on recommendations provided by CDPHE or CDPHE determines would likely result in an individual onsite (construction worker) or an individual offsite being

Mitigation and Monitoring Program

exposed to more than 25 millirem per year if operations continued, JPPHA shall halt construction operations and consult with appropriate agencies on a plan to further reduce emissions and prevent future exceedances. Construction activities may restart after consultation with, and approval of, CDPHE.

C. Soils Sampling Best Practices and Materials Management Plan

JPPHA or its Contractor shall develop a soils sampling plan (“SSP”) specific to each area to be disturbed prior to the Commencement of Construction. The SSP will be submitted to CDPHE for review and approval prior to the Commencement of Construction. If any of JPPHA’s surface soil sampling results are at or above 50 pCi/g of plutonium-239/240, then JPPHA shall immediately cease construction within that disturbed area and advise CDPHE within 72 hours of receiving the analytical results. JPPHA shall advise any other state or federal agency as required by law or regulation. JPPHA or its Contractor shall then take the following actions:

1. Analyze an additional aliquot from the same part of the soil sample using both the carbonate fusion and acid digestion methods described in *“Sampling and Analysis Plan Jefferson Parkway Right-of-Way, Rocky Flats National Wildlife Refuge,”* prepared for Jefferson Parkway Public Highway Authority by Engineering Analytics, Inc., dated April 2019. Any single result that exceeds the 50 pCi/g standard will require immediate cessation of construction in the disturbed area where the exceedance is found.
2. JPPHA or its Contractor shall conduct additional soil sampling, including step-out sampling if and as required by CDPHE. If the results of this additional sampling indicate more than a single exceedance of the 50 pCi/g of plutonium-239/240 in surface soils, JPPHA shall cease construction in the disturbed area, or any larger area as determined by CDPHE, as needed to protect public health and safety. JPPHA or its Contractor will develop and implement a plan to (i) manage any soils exceeding the 50 pCi/g of plutonium-239/240 in surface soil concentration, and (ii) remediate, if and as required by CDPHE or any other state or federal agency, any soils in the location of any such exceedance.

D. Materials Management Plan and Best Practices

1. JPPHA’s Contractor shall submit a Materials Management Plan for CDPHE review and approval.
2. All excess soils removed from a disturbed area on the Corridor shall not be removed from the Corridor during construction but rather stored at the northerly end. All best practices and dust control measures for soils shall be applied.
3. To the maximum extent possible, soils removed from a disturbed area will be reused in the final grading plan.
4. Any remaining excess soils will be appropriately graded and revegetated in an undisturbed portion of the Corridor.
5. All contaminated soils will be properly disposed of in accordance with state and federal law and regulations.

E. Public Involvement Best Practices

1. JPPHA shall post a monthly report summarizing and discussing the prior month’s construction, monitoring, and sampling activities, including verified third-party monitoring/sampling results, on its website to ensure public access to the latest environmental monitoring information.

Mitigation and Monitoring Program

2. If ongoing construction activity in the Corridor is suspended because of soil sampling results in excess of 50 pCi/g or unacceptable fugitive dust readings as determined by CDPHE (set forth in subsection C), JPPHA shall post notice of the construction suspension on its website within 48-hours of such suspension. JPPHA shall notify any state or federal agencies as required by law or regulation.

[END]



REPORT FROM CITY COUNCIL

AGENDA ITEM
12.A.

DATE: November 18, 2024

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

Lauren Simpson	Arvada City Attorney Committee Arvada Municipal Court/Judicial Committee Arvada Urban Renewal Authority Arvada Visitors Center Committee *Metro Mayors' Caucus Urban Drainage and Flood Control District West Connect Coalition E-470 Authority (Alternate) Olde Town Business Improvement (BID) (Alternate)
Shawna Ambrose	Adams County Regional Economic Partnership (ACREP) Arvada Audit Committee Bond Oversight Committee Jefferson County R-1 Schools Coordinating Committee Arvada Visitors Center Committee (Alternate)
Sharon Davis	Apex Coordinating Committee Arvada Municipal Court/Judicial Committee Arvada Parks Advisory Committee CML Policy Committee Jefferson Economic Development Council (JDEC) Denver Regional Council of Governments (DRCOG) (Alternate) E-470 Authority (Alternate) Jeffco Transportation Action & Advisory Group (JEFFTAAG) (Alternate)

	Jefferson County Community Corrections Board West Connect Coalition (Alternate)
Lisa Feret	Arvada Chamber of Commerce Government Affairs Committee Arvada Fire Protection District Coordinating Committee Denver Regional Council of Governments (DRCOG) Housing Advisory Committee Jeffco Transportation Action & Advisory Group (JEFFTAAG) Jefferson County Community Corrections Board Smart City Advisory Committee Adams County Regional Economic Partnership (ACREP) (Alternate)
Bob Fifer	Apex Coordinating Committee Arvada City Attorney Committee Arvada Fire Protection District Coordinating Committee Arvada Transportation Committee Jefferson County R-1 Schools Coordinating Committee Jefferson Parkway Public Highway Authority Smart City Advisory Committee Northwest Parkway Authority (Alternate)
John Marriott	Arvada Economic Development Association Board Bond Oversight Committee Olde Town Business Improvement (BID)
Randy Moorman	Arvada Audit Committee Arvada Center for the Arts and Humanities Arvada Sustainability Committee CML Policy Committee Jefferson Parkway Public Highway Authority Northwest Parkway Authority (Alternate)

*asterisked committees are not appointed by Council



REPORT TO CITY COUNCIL

AGENDA ITEM
13.A.

TO: THE HONORABLE CITY COUNCIL

DATE: November 18, 2024

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, Interim City Manager, Linda Haley, 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 10/24/2024

Linda Haley, Acting City Manager 10/28/2024

Enclosure, exhibits & attachments required to support the report

2024/2025 CITY COUNCIL WORKSHOPS, STUDY SESSIONS, PRESENTATIONS AND RETREATS (TENTATIVE)

WORKSHOPS	Date	Lead
Infrastructure Work System Annual Report - The Infrastructure Work System will share a status summary of progress towards City Council Strategic Results and 2024 metrics for work system services.	Dec 9	PW
Climate Action and Sustainability Plan Update. The City team and consultants will be providing an update on the draft Climate Action and Sustainability Plan. We will be seeking input from the Council on direction and priorities to include in the final plan we intend to bring forward for adoption in January.	Dec 9	Utilities
2025 Workshops		
Updated ADA Transition Plan The draft plan will be updated in a comprehensive document that outlines strategies and actions to ensure accessibility for individuals with disabilities, addressing areas of improvement and accommodating their needs.	Jan 13	PW
Short Term Rentals discussion	Mar 24	CED, PD
Municipal Court Update	Apr 14	
Building Code Update	April 14	CED
	April 28	
	May 12	
Legislative Update (Tentative)	June 9	CED
	Jul 14	
	Jul 28	
	Aug 11	
	Aug 25	
Certified Local Government (CLG) Discussion and Consideration (Tentative)	Sept 22	CED
	Oct 13	
	Oct 27	
	Dec 8	
PRESENTATIONS		
STUDY SESSIONS		
Homelessness Strategy	Dec 7 8-Noon	CMO
BID and Chamber funding	TBD	
City Expenditures	TBD (Nov or Dec)	Finance
WORKSHOP TBD's		
Stormwater 101	TBD	Utilities
Stormwater Master Plan	TBD	Utilities
New Water Tank @ Gross Reservoir (4th quarter)	TBD	CMO
Right of Way Acquisition	TBD	PW
Water Infrastructure for Fire Protection	TBD	Utilities
Smart Meters Update	TBD	Utilities
Capital Campaign Update and Strategy Discussion	TBD	CMO/Fin

Community Engagement	TBD	CMO
Fleet Electrification	TBD	Utilities
Pre-Sentencing/One Small Step	TBD	Courts
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	February	