



City of Arvada

City Council Agenda

DECEMBER 2, 2025

Councilmembers:

Lauren Simpson, Mayor
Randy Moorman, Mayor Pro-Tem
Shawna Ambrose, District 2
Sharon Davis, At large
Bob Fifer, District 4
Michael P. Griffith, At large
Rebecka Lovisone, District 3

Staff Members Usually Present:

Don Wick, City Manager
Linda Haley, Deputy City Manager
Allison Scheck, Deputy City Manager
Rachel Morris, City Attorney
Jacqueline Rhoades, Director of Infrastructure
Jessica Garner, Director of Community & Econ. Dev.
Bryan Archer, Chief Financial Officer
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) Relating to Quasi-Judicial Matters

REGULAR MEETING
CITY COUNCIL CHAMBERS
6:00 P.M.

1. Call to Order - 6:00 PM
2. Moment of Reflection and Pledge of Allegiance - Councilmember Griffith
3. Roll Call of Councilmembers
4. Approval of Minutes - None
5. Recognitions and Communications - None
6. Presentations - None
7. Public Comment on Issues not Scheduled on Agenda - Three Minute Limit
8. New Business
 - A. Consent Agenda
 1. R25-117, A Resolution Approving a License Agreement By and Between the City of Arvada and Rodney Clement and Sherry Clement, for the Grant of a Revocable Encroachment License to Install a Retaining Wall in the Xenon Drive Right-of-Way and West 67th Place Right-of-Way
 2. R25-118, A Resolution Authorizing Change Order No. 5 to "An Agreement Between The City of Arvada and Ulteig Operations, LLC for Owner's Representative Services for the West 72nd Avenue – Kipling Street to Simms Street Project in an Amount not to Exceed \$2,085,552.00," for Construction Management, Inspection, and Material Inspection Services

for Construction Package No. 3 (CP3) in the Amount of \$2,695,758.89 for a Revised Total Contract Amount not to Exceed \$5,497,917.89

B. Resolutions - None

C. Ordinances (First Reading)

1. CB25-028, An Ordinance Repealing and Reenacting Various Sections of Chapter 82, Purchasing and Contracts, of the Arvada City Code (Public Hearing to be set for December 16, 2025 at 6:15 p.m.)
2. CB25-029, An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2025 (Public Hearing to be set for December 16, 2025 at 6:15 p.m.)
3. CB25-030, An Ordinance Rezoning Certain Land Within the City of Arvada, Candelas Point Block 3 from City of Arvada PUD (Planned Unit Development) to City of Arvada R13 (Residential, 13) and Amending the Official Zoning Maps of the City of Arvada, Colorado, A 4.86 Acre Parcel of Land Located at the Southwest Corner of W 92nd Drive and Wilkerson Court (Public Hearing to be set for December 16, 2025 at 6:15 p.m.)

9. Other

A. Appointment to Planning Commission

10. Public Hearings - 6:15 PM

A. CB25-027, An Ordinance Repealing and Reenacting Various Sections of Chapter 70, Personnel Rules, of the Arvada City Code (Ord 4913) (Presenter: Gabriella Bommer, Director of Human Resources)

11. Public Comment - Five Minute Limit

12. Reports from City Council

A. Council Committee Reports

13. Reports from City Manager

A. Review of Future Workshops and Presentations

14. Reports from City Attorney

15. Adjournment



REPORT TO CITY COUNCIL

AGENDA ITEM
8.A.

TO: THE HONORABLE CITY COUNCIL

DATE: December 2, 2025

SUBJECT: Consent Agenda

Report in Brief

1. R25-117, A Resolution Approving a License Agreement By and Between the City of Arvada and Rodney Clement and Sherry Clement, for the Grant of a Revocable Encroachment License to Install a Retaining Wall in the Xenon Drive Right-of-Way and West 67th Place Right-of-Way

2. R25-118, A Resolution Authorizing Change Order No. 5 to “An Agreement Between The City of Arvada and Ulteig Operations, LLC for Owner’s Representative Services for the West 72nd Avenue – Kipling Street to Simms Street Project in an Amount not to Exceed \$2,085,552.00,” for Construction Management, Inspection, and Material Inspection Services for Construction Package No. 3 (CP3) in the Amount of \$2,695,758.89 for a Revised Total Contract Amount not to Exceed \$5,497,917.89

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

YES _____ NO _____ ABSENT _____

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

YES _____ NO _____ ABSENT _____

Prepared by:
Chris Koch, CCO Admin

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: December 2, 2025

SUBJECT: R25-117, A Resolution Approving a License Agreement By and Between the City of Arvada and Rodney Clement and Sherry Clement, for the Grant of a Revocable Encroachment License to Install a Retaining Wall in the Xenon Drive Right-of-Way and West 67th Place Right-of-Way

Report in Brief

Rodney Clement and Sherry Clement, the owners of 12660 West 67th Place, are requesting approval of a revocable encroachment license to install a retaining wall in the Xenon Drive Right-of-Way and West 67th Place Right-of-Way.

The Arvada team recommends that City Council approve R25-117, A Resolution Approving a License Agreement By and Between the City of Arvada and Rodney Clement and Sherry Clement, for the Grant of a Revocable Encroachment License to Install a Retaining Wall in the Xenon Drive Right-of-Way and West 67th Place Right-of-Way.

Financial Impact

This project will have no financial impact.

Background

Rodney Clement and Sherry Clement are requesting approval of a revocable encroachment license for a retaining wall that has been installed along their sidewalk that abuts Xenon Drive and West 67th Place. Approval of the license would allow for Rodney Clement and Sherry Clement to keep the retaining wall in the constructed location and encroach into the City Right-of-Way.

Discussion

It is the responsibility of the applicant to justify the requested land use application. The City Council should make a determination regarding the granting of the license based on its findings regarding the approval criteria shown in the table(s) below. The City team has evaluated the request and determined that the license will not impact City infrastructure and is acceptable.

Community and Economic Development team members performed an analysis of the proposal, based on the approval criteria listed in Section 3 of the Land Development Code, and presents the following findings:

Div. 8-3-5-8B Revocable Right-of-Way License Agreement	Finding	Rationale
1. The applicant agrees to the terms of a Revocable Right-of-Way License Agreement in a form approved by the City Attorney, including any insurance provision and provision that indemnify and hold the City harmless from future damages or liability claims.	Complies	The applicant has signed the Revocable Right-of-Way License Agreement.
2. The proposed sign, structure, or use complies with all applicable use, development, and design standards set forth in this LDC and the City of Arvada Municipal Code that have not	Complies	The retaining wall complies with all applicable standards, including height regulations and structural integrity, and serves the owners of 12660 West 67 th Place.

SUBJECT: R25-117, A Resolution Approving a License Agreement By and Between the City of Arvada and Rodney Clement and Sherry Clement, for the Grant of a Revocable Encroachment License to Install a Retaining Wall in the Xenon Drive Right-of-Way and West 67th Place Right-of-Way

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otherwise been modified or waived.

3. The proposed sign, structure, or use shall not interfere with street intersection visibility, materially impede access to utilities or other facilities, or in any other way adversely affect the public health, safety, or welfare.

Complies

The retaining wall will not interfere with street intersection visibility and will not affect any utility infrastructure or adversely affect public health, safety, or welfare. The location of the retaining wall will still allow sufficient sidewalk width for pedestrian circulation.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

A Planning Commission public hearing is not required by the Land Development Code for this type of application.

Strategic Alignment

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

Alternative Courses of Action

If the revocable encroachment license is denied, the applicant will be required to remove the retaining wall from the City Right-of-Way.

Recommendation for Action

The Arvada team recommends that City Council approve R25-117, A Resolution Approving a License Agreement By and Between the City of Arvada and Rodney Clement and Sherry Clement, for the Grant of a Revocable Encroachment License to Install a Retaining Wall in the Xenon Drive Right-of-Way and West 67th Place Right-of-Way.

Suggested Motion:

I move that R25-117, A Resolution Approving a License Agreement By and Between the City of Arvada and Rodney Clement and Sherry Clement, for the Grant of a Revocable Encroachment License to Install a Retaining Wall in the Xenon Drive Right-of-Way and West 67th Place Right-of-Way, be (approved) (rejected).

Prepared by:

Heidi Van Gieson, Administrative Specialist

Reviewed by:

Approved by:

Christopher Sandine, Planner II

11/11/2025

Josie Suk, Development Systems and Administrative Manager

11/12/2025

SUBJECT: R25-117, A Resolution Approving a License Agreement By and Between the City of Arvada and Rodney Clement and Sherry Clement, for the Grant of a Revocable Encroachment License to Install a Retaining Wall in the Xenon Drive Right-of-Way and West 67th Place Right-of-Way

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Rob Smetana, Planning Manager	11/12/2025
Jessica Garner, Director of Community and Economic Development	11/12/2025
Gail Walker, Legal Specialist-Contracts	11/14/2025
Kelsy Sargent, Assistant City Attorney	11/14/2025
Rachel Morris, City Attorney	11/17/2025
Allison Scheck, Deputy City Manager	11/17/2025
Don Wick, City Manager	11/18/2025

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R25-117

A RESOLUTION APPROVING A LICENSE AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND RODNEY CLEMENT AND SHERRY CLEMENT, FOR THE GRANT OF A REVOCABLE ENCROACHMENT LICENSE TO INSTALL A RETAINING WALL IN THE XENON DRIVE RIGHT-OF-WAY AND WEST 67TH PLACE RIGHT-OF-WAY

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, a License Agreement, which is in substantially the same form as that attached hereto, by and between the City of Arvada and Rodney Raymond Clement and Sherry Lynn Clement.

Section 2. The City of Arvada hereby approves a grant of a revocable encroachment license.

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

APPROVED AND ADOPTED this 2nd day of December, 2025.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

By: _____

**A LICENSE AGREEMENT BY AND BETWEEN THE CITY OF
ARVADA, RODNEY RAYMOND CLEMENT, AND SHERRY LYNN
CLEMENT FOR THE GRANT OF A REVOCABLE ENCROACHMENT
LICENSE TO INSTALL A RETAINING WALL IN THE XENON DRIVE
RIGHT-OF-WAY AND WEST 67TH PLACE RIGHT-OF-WAY**

1.0 **PARTIES.** The parties to this license ("License") are the City of Arvada, a Colorado municipal corporation ("Arvada") at 8101 Ralston Road, Arvada, Colorado 80002, and Rodney Raymond Clement and Sherry Lynn Clement, owner of the property adjacent to the encroachment area ("Licensee").

2.0 **RECITALS AND PURPOSE.**

2.1 Licensee is the owner of the real property at 12660 W. 67th Place in the City of Arvada, Colorado ("Owner's Property"). Arvada is the owner of real property, or has some interest in the real property, located adjacent to Owner's property and more commonly known as the Xenon Drive right-of-way and W. 67th Place right-of-way ("Arvada's Property").

2.2 Licensee has expressed a desire to encroach upon a specific and limited portion of Arvada's Property for the purpose of installing a retaining wall as more fully depicted in Exhibit A (collectively the "Permitted Encroachments").

2.3 Arvada is willing to grant a revocable license to the Licensee under the terms and conditions as hereinafter specified in this License.

3.0 **TERMS AND CONDITIONS.** In consideration of Arvada's agreement to permit the Licensee to encroach upon Arvada's Property, and in consideration of the mutual promises and covenants contained herein, the sufficiency and adequacy of consideration being acknowledged by the parties, Arvada and Licensee agree as follows:

3.1 Arvada hereby grants to the Licensee a revocable license for the encroachment as described above, with such limitations as are set forth herein, including, but not limited to:

3.1.1 Any improvements allowed by this License to be kept upon Arvada's Property shall be so kept at Licensee's sole expense and Licensee agrees to maintain any such improvement in good repair during the period of this License.

3.1.2 Licensee understands and agrees that Arvada shall not be liable or responsible for any costs related to any damage, maintenance, repair, or removal of any structures kept upon Arvada's Property pursuant to this License.

3.2 The License as granted in paragraph 3.1 above shall continue from the date of this License to the time that this License is terminated. Arvada may terminate this License at any time by giving written notice to the Licensee 14 days in advance of the effective date of termination and specifying the date of termination therein and, in the event

Arvada exercises said right to terminate, Licensee expressly agrees to remove any encroachments from Arvada's property by the effective date of termination and return such property to its original condition as promptly thereafter as is reasonably possible.

3.3 Licensee expressly agrees to indemnify and hold harmless Arvada and any of its officers or employees from any and all claims, damages, liability, or court awards, including costs and attorney's fees, that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including, but not limited to, any person, firm, partnership, or corporation, in connection with, arising out of, or related to the issuance of this license or any omission or act of commission by Licensee or any of its employees, agents, representatives, or contractors in encroaching upon Arvada's property.

3.4 Licensee agrees that it will never institute any action or suit at law or in equity against Arvada or any of its officers or employees, nor institute, prosecute, or in any way aid in the institution or prosecution of any claim, demand, or compensation for or on account of any damages, loss, or injury either to person or property, or both, known or unknown, past, present, or future, arising from the revocable license granted to Licensee herein.

3.5 Licensee agrees to provide, secure, and maintain at all times during the term of this License commercial general liability insurance of at least \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000, naming Arvada as an additional insured on the policy. Failure to maintain sufficient insurance shall not terminate, modify, preclude or limit the obligations of Licensee under this License or limit in any way Licensee's liability to or indemnification of Arvada for any reason. Arvada does not waive, nor shall anything herein be construed as a waiver of, any of the rights, privileges, or immunities granted to it under the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S., as amended.

3.6 Licensee agrees to repair and reconstruct any damage to Arvada's property prior to or immediately upon termination of this License for any reason and return such property to its original condition at the expense of Licensee and at no expense to Arvada.

4.0 **ASSIGNMENT.** Except as may be the legal consequence, pursuant to paragraph 10 hereof, of a conveyance of Licensee's Property, this License shall not be assigned by Licensee without the prior written consent of Arvada which may withhold its consent for any reason.

5.0 **NOTICES.** Any notice required or permitted by this License shall be in writing and shall be deemed to have been sufficiently given for all purposes if personally served or if sent by facsimile transmission or by U.S. 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 have been previously furnished in writing, to the other party and parties. Notice shall be deemed to have been given when deposited in the United States mail.

6.0 **EXHIBITS.** All exhibits referred to in this License are, by reference, incorporated herein for all purposes.

7.0 **INTEGRATION AND AMENDMENT.** This License represents the entire License between the parties and there are no oral or collateral agreements or understandings. This License may be amended only by an instrument in writing signed by the parties. If any other provision of this License is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this License shall continue in full force and effect.

8.0 **GOVERNING LAW AND VENUE.** This License shall be governed by the laws of the State of Colorado without reference to its conflicts of laws principles. Venue for any action arising under this License or for the enforcement of this License shall be in the appropriate court for Jefferson County, Colorado.

9.0 **WAIVER OF BREACH.** A waiver by any party of this License of the breach of any term or provision of this License shall not operate or be construed as a waiver of any subsequent breach of either party.

10.0 **BINDING EFFECT.** This License shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns and shall constitute covenants running with Owner's Property. This License shall be recorded with the Clerk and Recorder's Office of Jefferson County, Colorado.

11.0 **NO THIRD PARTY BENEFICIARIES.** It is expressly understood and agreed that enforcement of the terms and conditions of this License, and all rights of action relating to such enforcement, shall be strictly reserved to the City and Licensee, and nothing contained in this License shall give or allow any such claim or right of action by any other third party on such License. It is the express intention of the City and the Licensee that any person other than the City or Licensee receiving services or benefits under this License shall be deemed to be an incidental beneficiary only.

DATED this _____ day of _____, 202_.

CITY OF ARVADA, a Colorado municipal corporation

Lauren Simpson, Mayor
8101 Ralston Road
Arvada, CO 80002

ATTEST:

City Clerk

APPROVED AS TO FORM:

For Rachel A. Morris, City Attorney

LICENSEE:

Rodney Raymond Clement
Sherry Lynn Clement

By: Rodney Raymond Clement
Sherry Lynn Clement
Owners
12660 W 67th Place
Arvada CO 80004

STATE OF COLORADO

COUNTY OF Jefferson

)
) ss.
)

The foregoing instrument was acknowledged before me this 22nd day of October, 2025 by Sherry L. Clement in the capacity as Owner(s) of 12660 W. 67th Place, Arvada, CO 80004.

Witness my hand and official seal.

(SEAL)

Isabella Karina Anne Behler
Notary Public

My commission expires: 8/29/2028

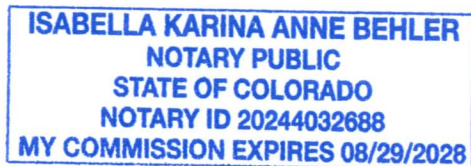


EXHIBIT A





REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.2.

TO: THE HONORABLE CITY COUNCIL

DATE: December 2, 2025

SUBJECT: R25-118, A Resolution Authorizing Change Order No. 5 to “An Agreement Between The City of Arvada and Ulteig Operations, LLC for Owner’s Representative Services for the West 72nd Avenue – Kipling Street to Simms Street Project in an Amount not to Exceed \$2,085,552.00,” for Construction Management, Inspection, and Material Inspection Services for Construction Package No. 3 (CP3) in the Amount of \$2,695,758.89 for a Revised Total Contract Amount not to Exceed \$5,497,917.89

Report in Brief

Change Order 5 will increase the scope of services of the Original Agreement to include the additional construction management services by Ulteig Operations, LLC to support the Construction Package 3 (CP3) phase of the West 72nd Ave Project (18-ST-30) from 1 January 2026 to 31 December 2028.

The Arvada Team Recommends that City Council Approve R25-118, A Resolution Authorizing Change Order No. 5 To “An Agreement Between The City Of Arvada And Ulteig Operations, LLC for Owner’s Representative Services for the West 72nd Avenue – Kipling Street to Simms Street Project In An Amount Not To Exceed \$2,085,552.00,” for Construction Management, Inspection, and Material Inspection Services for Construction Package No. 3 (CP3) in the Amount of \$2,695,758.89 for a Revised Total Contract Amount not to Exceed \$5,497,917.89.

Financial Impact

This Change Order No 5 will add \$2,695,758.89 to the Original Agreement for Owner's Representative Services for the West 72nd Avenue-Kipling Street to Simms Street project (ST-18-30) revising the total contract amount to \$5,497,918.89 and extending the contract three years through December 31, 2028.

Project funds are budgeted for this under:

10013PG SUT 72nd Underpass

184FD Series 2019 S&U Tax Bond Construction

10003CC SUT Capital Projects Management

Background

On or about December 16, 2019, Arvada and Ulteig entered into an agreement to provide Owner’s Representative Services for the West 72nd – Kipling Street to Simms Street Project. The scope of services in the Original Agreement was estimated as one full-time and two seasonal and/or part-time employees for 29 months for Construction Package 1 (“CP1”), Construction Package 2 (“CP2”) and Construction Package 3 (“CP3”) from December of 2019 to April 2022. Delays in the design process along with the extension of CP1 and CP2 construction periods resulted in an updated construction period of 38 months (May 2021 to July 2024) for both packages CP1 and CP2. During 2023, increased scope for CP2 work resulted in increased construction activities requiring an additional full-time employee. Change Order 2 covered this scope of work up to the end of CP2. Change Order 3 extended the contract timeline and rates without amending the total contract amount. The design process for CP3 was finally completed in May 2025. Arvada and Ulteig executed Change Order 4 to provide additional funding for the third-party review and estimation of the CP3 design package from August to December 2025.

Change Order 5 covers Ulteig's services for the construction of CP3 from 2026 through 2028. Due to the complex nature of CP3, these services include a project engineer, two full-time inspectors, and specialty structural inspections.

SUBJECT: R25-118, A Resolution Authorizing Change Order No. 5 to “An Agreement Between The City of Arvada and Ulteig Operations, LLC for Owner’s Representative Services for the West 72nd Avenue – Kipling Street to Simms Street Project in an Amount not to Exceed \$2,085,552.00,” for Construction Management, Inspection, and Material Inspection Services for Construction Package No. 3 (CP3) in the Amount of \$2,695,758.89 for a Revised Total Contract Amount not to Exceed \$5,497,917.89

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Discussion

Ulteig has successfully supported Arvada in oversight and management of the W. 72nd Ave. Kipling to Simms project (18-ST-30) since 2019. The project is one of the largest roadway projects undertaken by the City in recent decades and Ulteig's support has been valuable for project delivery. Ulteig has provided excellent service to the City through its construction managers and inspectors. The expertise and experience of Ulteig personnel has been crucial in managing and minimizing the effects of challenging conditions throughout this large and complex project. This has included significant work in planning/design, community outreach and maintaining a safe site along with typical construction management, oversight and inspection duties. This change order covers Ulteig's continued service, bringing consistent experience on the W. 72nd Ave. Project.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

Strategic Alignment

This action is aligned with the Infrastructure Priority Area of the City Council Strategic Plan. Specifically, it aligns with Infrastructure Work System Service INF4: Innovates safe, accessible, and efficient connections to modes of transportation, including transit, streets, sidewalks, and bikeways, with a focus on enhanced technology at high-priority intersections improving safety, minimizing traffic congestion, and making first and last-mile connections.

Alternative Courses of Action

Recommendation for Action

The Arvada Team Recommends that City Council Approve R25-118, A Resolution Authorizing Change Order No. 5 To “An Agreement Between The City Of Arvada And Ulteig Operations, LLC for Owner’s Representative Services for the West 72nd Avenue – Kipling Street to Simms Street Project In An Amount Not To Exceed \$2,085,552.00,” for Construction Management, Inspection, and Material Inspection Services for Construction Package No. 3 (CP3) in the Amount of \$2,695,758.89 for a Revised Total Contract Amount not to Exceed \$5,497,917.89.

Suggested Motion:

I move that R25-118, A Resolution Authorizing Change Order No. 5 To “An Agreement Between The City Of Arvada And Ulteig Operations, LLC for Owner’s Representative Services for the West 72nd Avenue – Kipling Street to Simms Street Project In An Amount Not To Exceed \$2,085,552.00,” for Construction Management, Inspection, and Material Inspection Services for Construction Package No. 3 (CP3) in the Amount of \$2,695,758.89 for a Revised Total Contract Amount not to Exceed \$5,497,917.89, be (approved) (rejected).

Prepared by:
David Bernard, Civil Engineer

Reviewed by:

SUBJECT: R25-118, A Resolution Authorizing Change Order No. 5 to “An Agreement Between The City of Arvada and Ulteig Operations, LLC for Owner’s Representative Services for the West 72nd Avenue – Kipling Street to Simms Street Project in an Amount not to Exceed \$2,085,552.00,” for Construction Management, Inspection, and Material Inspection Services for Construction Package No. 3 (CP3) in the Amount of \$2,695,758.89 for a Revised Total Contract Amount not to Exceed \$5,497,917.89

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Approved by:

Claudia Vaughan, City Engineer	11/12/2025
Jacqueline Rhoades, Director of Infrastructure	11/14/2025
Bryan Archer, Chief Financial Officer	11/17/2025
Tammy Hedlund, Legal Specialist	11/17/2025
Zachary Woolweaver, Assistant City Attorney I	11/18/2025
Rachel Morris, City Attorney	11/18/2025
Allison Scheck, Deputy City Manager	11/18/2025
Don Wick, City Manager	11/19/2025

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R25-118

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 5 TO “AN AGREEMENT BETWEEN THE CITY OF ARVADA AND ULTEIG OPERATIONS, LLC FOR OWNER’S REPRESENTATIVE SERVICES FOR THE WEST 72ND AVENUE – KIPLING STREET TO SIMMS STREET PROJECT IN AN AMOUNT NOT TO EXCEED \$2,085,552.00,” FOR CONSTRUCTION MANAGEMENT, INSPECTION, AND MATERIAL INSPECTION SERVICES FOR CONSTRUCTION PACKAGE NO. 3 (CP3) IN THE AMOUNT OF \$2,695,758.89 FOR A REVISED TOTAL CONTRACT AMOUNT NOT TO EXCEED \$5,497,917.89

WHEREAS, On December 16, 2019, Arvada and Ulteig Operations, LLC entered into an agreement that contemplated three phases of the West 72nd Avenue Project.

WHEREAS, Since the Original Agreement’s execution, the Project has progressed through the intended timeline and the Parties are now ready to enter Phase Three.

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, Change Order to 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 2nd day of December, 2025.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

By: _____

CHANGE ORDER NO. 5
TO "AN AGREEMENT BY AND BETWEEN THE CITY OF ARVADA AND
ULTEIG OPERATIONS, LLC FOR OWNER'S REPRESENTATIVE
SERVICES FOR THE WEST 72ND AVENUE- KIPLING STREET TO SIMMS
STREET PROJECT IN AN AMOUNT NOT TO EXCEED \$2,085,552.00" FOR
PRE-CONSTRUCTION SERVICES FOR CONSTRUCTION PACKAGE NO. 3
(CP3) IN THE AMOUNT OF \$2,695,758.89 FOR A REVISED TOTAL
CONTRACT AMOUNT NOT TO EXCEED \$5,497,918.89

- 1. PARTIES.** The parties to this Change Order No. 5 are the City of Arvada, a home rule municipal corporation ("Arvada") and Ulteig Operations, LLC ("Contractor").
- 2. RECITALS AND PURPOSE.**
 - 2.1. On or about December 16, 2019, Arvada and Contractor entered into an agreement (the "Original Agreement") whereby Contractor would provide Owner's Representative Services for the West 72nd – Kipling Street to Simms Street Project (the "Project"). The Original Agreement is not attached hereto but is incorporated herein by reference.
 - 2.2. On or about March 16, 2022, Arvada and Contractor executed Change Order No. 1 to amend the hourly rate schedule ("Change Order No. 1"). Change Order No. 1 is not attached hereto but is incorporated herein by reference.
 - 2.3. On or about October 17, 2023, Arvada and Contractor executed Change Order No. 2 to increase the scope of services to include the additional construction management services by Contractor for the remaining CP2 construction period, to extend the agreement (set to expire December 31, 2023) through December 31, 2024, and to increase the compensation amount by \$528,967.00 for a revised total contract amount not to exceed \$2,614,519.00 ("Change Order No. 2"). Change Order No. 2 is not attached hereto but is incorporated herein by reference.
 - 2.4. On or about January 30, 2025, Arvada and Contractor executed Change Order No. 3 to update billing rates and to extend the term of the agreement ("Change Order No. 3"). Change Order No. 3 is not attached hereto but is incorporated herein by reference.
 - 2.5. On or about August 28, 2025, Arvada and Contractor executed Change Order No. 4 to expand the terms of the Original Agreement to include services for pre-construction services related to Construction Package No. 3 (CP3) and to increase the contract in the amount of \$187,640.00, for a revised total contract amount not to exceed \$2,802,159.00. Change Order No. 4 is not attached hereto but is incorporated by reference.
 - 2.6. Pursuant to Section 9.0 of the Original Agreement, Arvada and Contractor may determine that changes in the Scope of Services for the Project are necessary. Such changes shall be mutually agreed upon and shall be incorporated in writing in properly authorized amendments to this Agreement.
 - 2.7. The purpose of this Change Order No. 5 to the Original Agreement ("Change Order No. 5") is to expand the terms of the Original Agreement to include all construction services related

to CP3 and to increase the contract in the amount of \$2,695,758.89, for a revised amount not to exceed \$5,497,918.89.

3. **CONTRACT DOCUMENTS AND EXHIBITS.** The Contract Documents shall consist of the Original Agreement, Change Order No. 1, Change Order No. 2, Change Order No. 3, Change Order No. 4, and this Change Order No. 5 together with the following:

Exhibit A: Contractor's Request for Additional Funding, dated November 3, 2025 (5 pages)

All exhibits referred to in this Change Order No. 5 are attached hereto and are, by reference, incorporated herein for all purposes. In the event any matter, term, provision, or condition that is the subject of this Change Order No. 5 requires clarification or is in dispute, or is the subject of a difference of opinion, the purpose and intent of the Change Order No. 5 shall be first ascertained by reference to the Contract Documents in their entirety. In the event of any dispute or differences between the respective documents that constitute the Contract Documents, then Contractor shall secure the written instructions from Arvada before proceeding with the performance of the services affected by such conflicts, omissions, or discrepancies.

4. **SCOPE OF SERVICES.** The scope of services is being modified under this Change Order No. 5 to include the remaining construction services for construction management services under CP3, as detailed in **Exhibit A** to this Change Order No. 5.
5. **COMPENSATION.** The Agreement terms are amended to allow the increase of compensation \$2,695,758.89 for a revised total contract amount not to exceed \$5,497,918.89.
6. **TERM OF AGREEMENT.** The term of the Agreement is being extended to reflect a new completion date of December 31, 2028.
7. **FULL FORCE AND EFFECT.** All other terms and conditions shall be as set forth in the Original Agreement.
8. **SEVERABILITY.** If any other provision of this Change Order No. 5 is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Change Order No. 5 shall continue in full force and effect.
9. **BINDING AUTHORITY.** Contractor represents and affirms that the signature page hereof accurately states the full legal name of Contractor (whether as a corporation, partnership, limited liability company, sole proprietorship, or other), contains all requisite signature(s) on behalf of Contractor, in accordance with all applicable statutes, regulations, resolutions, rules, bylaws, agreements, or similar sources of authority or limitation. This Change Order No. 5 may be executed in counterpart(s), each of which shall be deemed to be an original, and all of which, taken together, shall constitute one instrument.

DATED this _____ day of _____, 2025.

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: _____

ULTEIG OPERATIONS, LLC

Thomas Fakler
Associate Director
Email: thomas.fakler@ulteig.com

Exhibit A

Change Order No. 5

To “An Agreement By And Between The City of Arvada and Ulteig Operations, LLC for Owner's Representative Services for the West 72nd Avenue- Kipling Street to Simms Street Project in an Amount not to Exceed \$2,085,552.00" for Pre-Construction Services for Construction Package No. 3 (CP3) in the Amount of \$2,695,758.89 for a Revised Total Contract Amount not to Exceed \$5,497,918.89



We listen. We solve.®

November 3, 2025

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

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

Dear Mr. Bernard,

Ulteig is requesting the addition of \$2,695,758.89 for construction management, inspection and material inspection services for CP3 package from January 1, 2026 to December 31, 2028. Please see attached for fee and subconsultant information.

Original Contract	\$2,085,552.00
Amendment 1	\$528,967.00
Amendment 2	\$187,640.00
Amendment 3	<u>\$2,695,758.89</u>

New Contract Requested \$5,497,918.89

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

Respectfully,

Molly Thiebaut, P.E.
Market Leader, Transportation

Ulteig - Engineering Fee Estimate - CP3 - Construction Management - Amendment 3
City of Arvada - Owner's Representative 72nd Avenue Kipling to Simms
UEI Project Number: R19.01438

PROJECT PHASES & TASKS			ULTEIG ENGINEERS - STAFFING & ESTIMATED HOURS																	
			2026					2027					2028							
			Project Controls & Administration - Luke Sabala	Senior Engineer - Scott Rees	Project Engineer - Jake Klein	Construction Inspector - Connor Roberts	Construction Inspector - George Berner	Project Controls & Administration - Luke Sabala	Senior Engineer - Scott Rees	Project Engineer - Jake Klein	Construction Inspector - Connor Roberts	Construction Inspector - George Berner	Project Controls & Administration - Luke Sabala	Senior Engineer - Scott Rees	Project Engineer - Jake Klein	Construction Inspector - Connor Roberts	Construction Inspector - George Berner	Total hours	Cost	
Task	Introduction	Hourly Rate	\$150	\$235	\$180	\$155	\$140	\$156	\$244	\$187	\$161	\$146	\$162	\$254	\$195	\$168	\$151			
1.0	Project Administration																	0	\$0	
1.01	Internal Project Development Meetings																	24	\$11,238	
1.02	Monthly Progress Reports and Invoicing		24					24					24						\$337,172	
1.03	Project Management			80	605				80	605				68	305			373	\$21,535	
1.04	Subconsultant Coordination			0	25					65					25	0	0	25		
Subtotals			24	80	630	0	0	24	80	670	0	0	24	68	330	0	0	422	\$369,945	
3.0	Construction Administration																			
3.01	External Stakeholder Meetings				120					120					40			40	\$51,852	
3.02	Review & Process Monthly Pay Applications				96					96					64			64	\$47,711	
3.03	CPM Schedule Review				24					24					18			18	\$12,317	
3.04	Changer Orders & CMO's				60					48					24			24	\$24,458	
3.05	Document Control Management				280					280					160			160	\$133,966	
Subtotals			0	0	580	0	0	0	0	568	0	0	0	0	306	0	0	306	\$270,304	
4.0	Construction Inspection & Management																			
4.01	Weekly Construction Meetings			25	70				50	62				68	34			102	\$66,205	
4.02	Construction Inspection				500	1600	1600			500	2040				230	1360		1590	\$1,257,228	
4.03	Material Quality Assurance				100					100					50			50	\$46,454	
4.04	COC, CTR, and Submittal Reviews				120					100					40			40	\$48,108	
Subtotals			0	25	790	1600	1600	0	50	762	2040	0	0	68	354	1360	0	1782	\$1,417,994	
5.0	Project Closeout																			
5.01	Prepare Punch List, Reports & Notices														100			100	\$19,469	
5.02	Final Acceptance														100			100	\$19,469	
5.03	Assemble Final Records/As-Bults														100			100	\$19,469	
5.04	Final Estimates/Quantities														80			80	\$15,575	
Subtotals			0	0	0	0	0	0	0	0	0	0	0	0	380	0	0	380	\$73,981	
Total Hours			24	105	2000	1600	1600	24	130	2000	2040	0	24	136	1370	1360	0	2890		
Ulteig Phase Fee Hour Estimate Subtotal:																		\$2,132,225		
Subconsultant Fees (see supporting attachments)																				
Subconsultant Name											Scope of Work					Total				
Terracon											Materials Testing					\$191,199.68				
Emprise Concepts											Construction Administration					\$329,484.67				
Chickenango											Public Involvement					\$0				
Stanton Constructability											ICE					\$0				
Subconsultant Total										\$520,684.35										
Reimbursable Expenses - Estimated																				
								Quantity			Unit Rate		Total							
Accommodations								0			\$150		\$0							
Mileage - 2026								28500			\$0.7		\$19,950.00							
Mileage - 2027								15000			\$0.7		\$10,500.00							
Mileage - 2028								17000			\$0.7		\$11,900.00							
Per Diem								0			\$60		\$0							
GPS (Rover Only)								0			\$28		\$0							
Project Office to be provided by City of Arvada or Contractor								NA			NA		NA							
Miscellaneous								1			\$500		\$500							
Reimbursable Expenses Subtotal										\$42,850.00										

Total Fee Estimate - Owner's Representative 72nd Avenue:

\$2,695,758.89



Assumptions:

2026

Senior PM - 2-hours per week for 34 Weeks
Project Engineer - 40 Hours a week for 34 Weeks
Construction Inspector II - 40 hours a week for 21 Weeks from January to June 2028, 50 hours a week from July to December 2028.
Mileage is for 3 people visiting the site for 5 days a week for 34 weeks for 50 miles per day.
Rates for 2028 are assumed to increase by 4% from 2027 rates.
Emprise Inspector - July 2026 to October 2026, 50 hours a week for 17 weeks.

2027

Senior PM - 2-hours per week for 51 weeks
Project Engineer - 40 Hours a week for 51 Weeks
Construction Inspector II - 40 hours a week for 21 Weeks from January to June 2027, 40 hours a week from July to December 2027 for 30 weeks.
Mileage is for . people visiting the site 5 days a week for 30 weeks for a round trip of 50 miles per day and 2 people for 5 days a week for 21 weeks for 50 miles per day.
Rates for 2027 are assumed to increase by 4% from 2026 rates.

2028

Senior PM - 2-hours per week for 34 Weeks
Project Engineer - 40 Hours a week for 34 Weeks
Construction Inspector II - 40 hours a week for 21 Weeks from January to June 2028, 50 hours a week from July to December 2028.
Mileage is for 2 people visiting the site for 5 days a week for 34 weeks for 50 miles per day.
Rates for 2028 are assumed to increase by 4% from 2027 rates.
Emprise Inspector - June 2027 to October 2027 50 hours a week for 21 weeks.

Material testing provide per the CDOT Material Field testing manual for QA and the design specifications and drawings for CP3.

2026 & 2027 Arvada 72nd Avenue

Emprise Concepts - Fee Estimate

	2026 Senior Inspector	2027 Senior Inspector	Engineering Supervision	Invoicing		
Direct Rate	\$ 57.00	\$ 60.00	\$ 98.00	\$ 58.00		
Billing Rate	\$ 164.34	\$ 172.56	\$ 284.05	\$ 168.11		
	Individual Hours				Total Hours	Loaded Labor
1.0 Preconstruction Services						
1.1 Project Setup	40				40	\$ 6,573.80
1.2 Preconstruction Conference	20		4		24	\$ 4,423.11
1.3 Submittal Review	50				50	\$ 8,217.25
2.0 Construction Inspection						
2.1 Inspection	600	800			1400	\$ 236,656.73
2.2 Quantity Documentation	60	80			140	\$ 23,665.67
2.3 Pay Application	20	30			50	\$ 8,463.76
2.4 Weekly Meetings	24	20	20		64	\$ 13,076.58
3.4 Drone Flights					0	\$ -
2.5 Schedule Review					0	\$ -
3.0 Material Testing						
3.1 Field Testing					0	\$ -
3.2 Documentation					0	\$ -
3.3 Compliance (CTRs & COCs)					0	\$ -
3.4 Engineering Supervision					0	\$ -
3.5 Laboratory Testing					0	\$ -
4.0 Final Inspection and Documentation						
4.1 As-Built		40			40	\$ 6,902.49
4.2 Final Inspection & Punchlist		40			40	\$ 6,902.49
5.0 Invoicing						
5.1 Contract & Invoicing			10	20	30	\$ 6,202.79
Hours Subtotal:	814	1,010	34	20	1,878	
Mileage:	5,500	6,500	0	0	12,000	\$ 8,400.00
Notes:						
Mileage will be billed at the actual Federal Standard Mileage rate in the year the miles are driven. Current estimate is \$0.70 per mile				Loaded Labor: \$ 321,084.67		
				Mileage \$ 8,400.00		
				Total Fee: \$ 329,484.67		



2026 Hourly Rate Schedule for Civil Municipal Effective January 1, 2026

Engineer	2026	Survey	2026
Engineering Intern	\$105.00	Survey Technician Intern	\$100.00
Graduate Engineer	\$145.00	Survey Technician	\$125.00
Design Engineer	\$155.00	Lead Survey Technician	\$135.00
Engineer	\$180.00	Senior Survey Technician	\$150.00
Lead Engineer	\$205.00	Survey Crew Chief	\$150.00
Senior Engineer	\$235.00	Land Surveyor-in-Training	\$160.00
Principal Engineer	\$240.00	Land Surveyor	\$180.00
Drafter & Technician		Lead Land Surveyor	\$200.00
CADD Technician Intern	\$100.00	Senior Land Surveyor	\$230.00
CADD Technician I	\$120.00	Principal Land Surveyor	\$240.00
CADD Technician II	\$130.00	SUE Field Technician	\$100.00
CADD Lead	\$135.00	Construction Management	
Senior CADD Lead	\$145.00	Construction Inspector I	\$140.00
Engineering Technician	\$135.00	Construction Inspector II	\$150.00
Designer	\$155.00	Construction Inspector III	\$165.00
Lead Designer	\$165.00	Construction Manager	\$180.00
Senior Designer	\$180.00	Senior Construction Manager	\$225.00
Project Management		Planning & Environmental	
Project Coordinator	\$135.00	Environmental Intern	\$100.00
Senior Project Coordinator	\$150.00	Environmental Technician	\$115.00
Project Analyst	\$140.00	Environmental Specialist	\$140.00
Senior Project Analyst	\$160.00	Lead Environmental Specialist	\$180.00
Project Controls Specialist	\$175.00	Senior Environmental Specialist	\$225.00
Senior Project Controls Specialist	\$220.00	Principal Environmental Specialist	\$240.00
Associate Project Manager	\$175.00	Data Scientist	\$140.00
Project Manager	\$205.00	Lead Data Scientist	\$195.00
Senior Project Manager	\$240.00	Senior Data Scientist	\$215.00
Program Manager	\$235.00	Planner	\$150.00
Senior Program Manager	\$250.00	Lead Planner	\$170.00
Reimbursable Expenses	2026	Senior Planner	\$225.00
Subcontractors/Subconsultants	Cost	Cultural Resource Intern	\$90.00
Survey Vehicle	\$0.75/mile	Cultural Resource Technician	\$105.00
Car/Pickup	IRS Rate/mile	Cultural Resource Specialist	\$130.00
Utility Vehicle	\$215.00/day	Lead Cultural Resource Specialist	\$155.00
Drone, Scanning, Remote Sensing	\$84.00/hour	Senior Cultural Resource Specialist	\$205.00
Meals (Per Diem)	Per Diem *	Principal Cultural Resource Specialist	\$230.00
Travel and Other Misc. Out-of-Pocket	Cost	GIS	
GPS Rover (1 unit & controller)	\$29.00/hour	GIS Technician	\$130.00
GPS Rover (2 units & controller)	\$51.00/hour	GIS Analyst	\$160.00
Robotic Total Station	\$41.00/hour	Lead GIS Analyst	\$180.00
Staking:		Senior GIS Analyst	\$190.00
Hubs	\$1.00/each	Right-of-Way	
Lath	\$1.50/each	Right-of-Way Document Specialist	\$110.00
Posts	\$5.25/each	Right-of-Way Specialist I	\$125.00
Rebar	\$1.60/each	Right-of-Way Specialist II	\$140.00
Rebar with Caps	\$2.10/each	Lead Right-of-Way Specialist	\$160.00
Section Corner Monuments	\$6.30/each	Senior Right-of-Way Specialist	\$180.00
		Right-of-Way Supervisor	\$175.00
		Right-of-Way Manager	\$230.00
		Other Classifications	
		Clerical	\$65.00
		Staff Support	\$90.00
		Principal	\$270.00

*Per diem charges will be based on the prevailing rate in effect at the time the travel occurs



REPORT TO CITY COUNCIL ORDINANCE FIRST READING

**AGENDA ITEM
8.C.1.**

TO: THE HONORABLE CITY COUNCIL

DATE: December 2, 2025

SUBJECT: CB25-028, An Ordinance Repealing and Reenacting Various Sections of Chapter 82, Purchasing and Contracts, of the Arvada City Code (Public Hearing to be set for December 16, 2025 at 6:15 p.m.)

Report in Brief

Presenter: Bryan Archer Chief Financial Officer

The City is approaching five years since its Purchasing Ordinance was last updated. Since 2021, the City has expanded and reorganized departments (ex. combining Public Work and Utilities to create one “Infrastructure” Department); implemented a new financial management / human capital management system (Workday); and identified gaps in the Purchasing Ordinance and need for clarity around a few provisions. All have prompted the need for both grammatical and substantive changes to the Purchasing Ordinance. The primary substantive changes include: 1) the introduction of a new procurement method of single source contracts; 2) expanding contracting authority to include work-system deputy directors; and 3) amending the monetary contract modification authority and procedure. The proposed changes will help provide for more systematic, efficient, and effective procurement processes, while maintaining the quality and integrity of such processes.

The Arvada team recommends that the City Council approve CB25-028, An Ordinance Repealing and Reenacting Various Sections of Chapter 82, Purchasing and Contracts, of the Arvada City Code.

Financial Impact

No financial impact is anticipated with this ordinance.

Background

Chapter 82 of the Arvada City Code (“the Purchasing Ordinance”) was repealed and reenacted in its entirety in 2021. At that time, tremendous strides were made in improving procurement processes in terms of efficiency and simplicity, while maintaining public transparency and the quality and integrity of such processes. However, since 2021, the City has expanded and reorganized departments; implemented Workday (a new financial management / human capital management system); and identified gaps in the Purchasing Ordinance and need for clarity around a few provisions. These changes are the driving force behind the proposed revisions to the Purchasing Ordinance. The proposed revisions account for the shifts made internally amongst city departments, the realities and responsibilities of work system management teams, and the tools available to staff in the performance of their essential job functions, while maintaining transparency, integrity, and efficiency in the contracting process.

Discussion

A complete accounting of every change is available in the included redlined version of the sections that were updated. The most substantial changes are described below:

82-3. Applicability.

The following purchases/contracts are being added to the list of exceptions from the Purchasing Ordinance:

- Consultants hired by the City Attorney;

- Insurance claims involving contracts or invoices relating to the purchase, repair, or replacement of damaged property, and associated services, necessary to restore property to its pre-loss condition;
- Insurance procurement contracts and invoices;
- Public utilities, such as power, water, or sewerage;
- Real property lease agreements;
- Vendors required to perform work pursuant to the terms of grant money received by Arvada; and
- Volunteer agreements between the city and an individual or group who provide public services at no cost to benefit the community or city operations.

82-41. Competitive Solicitation Methods.

Provisions related to cooperative contracts are currently under 82-42: Non-Competitive Solicitation Methods. However, these contracts are entered into following a competitive solicitation; the solicitation is just issued and negotiated by another agency. Accordingly, guidelines for using cooperative contracts are being moved to the “Competitive Solicitation Methods” section. This section provides that cooperative contracts can be used for the purchase of goods/services up to including \$499,999.99. If a purchase exceeds that amount, the purchase must be done using a formal solicitation unless the Finance Director authorizes use of a cooperative agreement.

82-42. Non-Competitive Solicitation Methods.

Subsection (b) introduces a new procurement method – single source contracts. A single source contract is a non-competitive contract issued to a specific vendor, though other vendors could provide the goods/services, when the award is in the best interests of the city, upon consideration of factors such as standardization of inventory, long-standing relationship(s) with the vendor, the vendor’s knowledge of the city’s existing infrastructure, etc. This section sets forth documentation and approval requirements that must be satisfied before a single source contract is awarded.

82-45. Correction to or withdrawal of a bid.

The “Administrative Policy and Procedures Related to the Purchasing Ordinance” sets forth a detailed procedure concerning the correction or withdrawal of a bid. This section of the ordinance is duplicative and will instead refer bidders to the existing policy and procedures.

82-61. Contracting Authority.

Work system deputy directors are being added to the existing list of employees authorized to procure goods/services.

82-62. Authority to Approve, Modify, and Terminate Contracts.

The authority to enter into and subsequently modify a contract is being expanded.

In terms of initial approval, work system directors, deputy directors, the City Engineer, and the Water Treatment Manager will have the authority to approve a contract that costs up to and including \$149,999.99. Work system directors will have the authority to approve a contract that costs between \$150,000.00 and \$199,999.99. A deputy city manager has the authority to approve a contract that costs between \$200,000.00 and \$299,999.99. The city manager has the authority to approve a contract that costs between \$300,000.00 and \$499,999.99. The city council has the authority to approve a contract that costs \$500,000.00 or more.

In terms of monetary modifications, the authority to modify a contract will look very similar to the authority to enter into the contract itself (as described above) in terms of approval amounts. For most contracts, modification amounts will be simplified to explicit dollar amounts (ex. a deputy city manager may approve a contract modification totaling between \$200,000 and \$299,999.99). However, with respect to CIP contracts valued at more than \$2.5 million, if the modification amount equates to less than 20% of the total contract amount, the City Manager may approve. If the modification amount is more than 20% of the contract amount, the modification must go to City Council for approval. Monetary modifications will be aggregated throughout the life of a contract, rather than by a singular fiscal year. If City Council approves a contract modification, or aggregated contract modifications, such approval acts as a reset – approval authority will then be determined by the amount of any subsequent modifications, which will not be aggregated with any modifications occurring prior to Council’s approval.

In terms of terminating a contract, that authority remains with the city manager. However, a termination does not include simply electing not to renew an annual contract. The city manager or initial approver may authorize a non-renewal.

Nearly every City department was consulted in the formulation and drafting of the proposed revisions, and City staff is overwhelmingly supportive of the ordinance. The proposed revisions will keep City projects moving forward, which will enhance relationships with contractors and please community members.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The ordinance aligns with City Council's Strategic Result – Quality of Life. More specifically, *"7. Provide exceptional customer service to all residents, businesses, and visitors of the City."*

It also aligns with the OSE Work System's responsibility in contributing to a well-managed, fiscally responsible, and transparent City government, and is an example of the City's value of "Innovation."

Alternative Courses of Action

1. Approve CB25-028, An Ordinance Repealing and Reenacting Various Sections of Chapter 82, Purchasing and Contracts, of the Arvada City Code.
2. Reject CB25-028, An Ordinance Repealing and Reenacting Various Sections of Chapter 82, Purchasing and Contracts, of the Arvada City Code.

Recommendation for Action

The Arvada team recommends that the City Council approve Alternative No. 1, with a public hearing to be set for December 16, 2025 at 6:15 p.m.

Suggested Motion:

I move that CB25-028, An Ordinance Repealing and Reenacting Various Sections of Chapter 82, Purchasing and Contracts, of the Arvada City Code, be (approved on first reading, ordered published in full, and a public hearing set for December 16, 2025 at 6:15 p.m.) (rejected).

Prepared by:
Gail Walker, Legal Specialist-Contracts

Reviewed by:

Approved by:

Bryan Archer, Chief Financial Officer 11/13/2025

SUBJECT: CB25-028, An Ordinance Repealing and Reenacting Various Sections of Chapter 82, Purchasing and Contracts, of the Arvada City Code (Public Hearing to be set for December 16, 2025 at 6:15 p.m.)

PAGE: 4
ITEM: 8.C.1.

Janelle Miller, Assistant City Attorney 11/13/2025

Rachel Morris, City Attorney 11/13/2025

Linda Haley, Deputy City Manager 11/13/2025

Don Wick, City Manager 11/13/2025

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. CB25-028
ORDINANCE NO. _____

AN ORDINANCE REPEALING AND REENACTING VARIOUS SECTIONS OF CHAPTER
82, PURCHASING AND CONTRACTS, OF THE ARVADA CITY CODE

WHEREAS, the City of Arvada is a home rule municipality, organized and existing under Article XX, Section 6 of the Colorado Constitution; and

WHEREAS, the City Council has determined that public procurement processes for the City of Arvada must be conducted openly, professionally, and ethically; and

WHEREAS, the City Council finds that it is in the best interests of the City and the public to provide for a systematic, efficient, and effective procurement process done in accordance with existing laws and policies; and

WHEREAS, the City Council finds that certain amendments to the procurement process is necessary to ensure further efficiencies.

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

Section 1. Section 82-3, Applicability, of Article I, In General, of Chapter 82, Purchasing and Contracts, of the Arvada City Code is hereby repealed and reenacted to read as follows:

“Sec. 82-3. Applicability.

- (a) *Applicability.* Subject to subsection (b), this chapter applies to the city’s procurement of goods and services, and to every expenditure of public funds for purchasing irrespective of the source of funds. This chapter applies to every city purchase or contract entered into, modified, or solicited on or after the effective date of this ordinance.
- (b) *Exceptions.* Except as otherwise set forth herein, the following purchases or contracts are excepted from the requirements of this chapter:
 - (1) Advertising services;
 - (2) Art for display, purchase, or performance, or agreements for the maintenance of art where the maintenance is done by the artist or by a foundation or other entity authorized by the artist or the artist’s estate;
 - (3) Continuing education programs, and professional memberships, licenses, and publications for city employees;

- (4) Employment contracts between city council and the city manager, the city attorney, and the presiding or other municipal court judges;
- (5) Emergency contracts awarded under section 82-42 of this chapter or as a result of a declared civil emergency, emergency, or local disaster under chapter 26 of this Code;
- (6) Food and merchandise purchased for resale at city golf course facilities, except that apparel purchased by the city for use by employees while on duty are subject to the requirements of this chapter;
- (7) Insurance claims involving contracts or invoices relating to the purchase, repair, or replacement of damaged property, and associated services necessary to restore property to its pre-loss condition;
- (8) Insurance procurement contracts and invoices;
- (9) Intergovernmental agreements;
- (10) Legal research tools, including books and software;
- (11) Outside legal counsel, investigators, and consultants retained by the city attorney;
- (12) Public utilities, such as power, water, or sewerage;
- (13) Real property agreements including lease and annexation agreements;
- (14) Vendors required to perform work pursuant to the terms of grant money received by Arvada; and
- (15) Volunteer agreements between the city and an individual or group that provides public services at no cost to benefit the community or city operations.”

Section 2. Section 82-4, Definitions, of Article I, In General, of Chapter 82, Purchasing and Contracts, of the Arvada City Code is hereby repealed and reenacted to read as follows:

“Sec. 82-4. Definitions.

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Administrative policy or policies mean the “Administrative Policy and Procedures Related to the Purchasing Ordinance” as adopted by the city.

Alternative project delivery method means a method of contracting wherein the solicitation, evaluation, selection, and contracting for a project is accomplished through means other

than a traditional design-bid-build process, such as through the use of a construction manager/general contractor (CM/GC), design-build, or other non-traditional means.

Award or *intent to award* means the selection of a bid or proposal by the city. An award does not mean that a contract has been executed or that a purchase order has been approved.

Award approval means the authorization of an award by the execution or approval of a purchase order, or by the execution of a contract by an authorized employee or city council.

Best value means a technique in a competitive solicitation process which emphasizes value over price and permits the evaluation of criteria such as qualifications, experience, and performance data to determine the best overall value to the city.

Bid means an offer of a price for goods or services.

Bidder means a person who files a submission in response to a city-issued solicitation, and includes a person who files a response to a request for bids, proposals, qualifications, or capital improvement project competitive sealed bids. It also includes a person who responds to a city request for qualifications for the purpose of pre-qualifying as a contractor to perform work for the city on as-needed basis.

Budgeted means included in the city council's approved budget.

Capital improvements has the same meaning as set forth in A.C.C. §2-291.

City means the City of Arvada.

City attorney means the city attorney for the City of Arvada or designee thereof.

City manager means the manager of the City of Arvada or designee thereof.

Code means the Arvada City Code.

Construction means the process of building or replacing a city-owned building or structure, including but not limited to water infrastructure, bridges, or other city-owned infrastructure assets. Construction includes the demolition of bridges, water infrastructure, or other city-owned infrastructure assets, but does not include demolition of other city-owned structures or buildings. It also does not include the routine operation, repair, or maintenance of city-owned buildings or structures.

Contract means any type of city agreement, including a purchase order, between the city and a contractor, where the principal purpose is to acquire goods, service, or construction or to dispose of property for the benefit of the city. Contract includes a modification to a contract.

Contractor means any person having a contract with the city, regardless of what the person may be called or how the person is described.

Cooperative contract means a valid and current purchasing agreement negotiated by another entity for use by all public agencies that are members of the purchasing cooperative group.

Day means calendar day.

Director or work system director means a manager of a city work system or a department director.

Documented quote means a fiscal control where one or more valid written quotes are obtained as part of a solicitation process.

Electronic communication means interactive communication that is transmitted electronically and capable of being produced in a written format, but does not include instant messaging, text messaging, or phone messages.

Electronic signature means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record to which it is affixed.

Emergency contract means a contract necessary to respond to urgent and compelling circumstances that create a threat to the public's health, safety, or welfare, or to a civil emergency, emergency, or disaster declared under chapter 26 of this Code.

Employee means a person employed by the city on a regular, part-time, or temporary basis and includes anyone working as a volunteer or intern. Employee also includes members of any board or commission and members of the Arvada City Council.

Fiscal control means a financial management practice designed to ensure expenditures are authorized by and in accordance with the amounts specified in the adopted budget, to reassure city council and citizens of responsible procurement and spending strategies, and to ensure all transactions are documented appropriately and in accordance with this Code and Colorado law.

Formal solicitation means a procurement method used for contracts or purchase orders that features the issuance of a public, written announcement of, or request for, bids, proposals, or qualifications.

Good or goods mean anything that has economic and physical utility, excluding real property, and includes those services incidental or necessary to providing the good or goods. Good includes computer software unless specifically stated otherwise.

Modification means any written alteration of a contract, regardless of what it may be called, accomplished in accordance with the terms of that contract, and includes a change order or amendment related to or renewal of an existing contract. A modification may be monetary or no cost in nature. An extension of a contract that results in the payment of additional funds to a contractor shall be deemed a monetary modification.

No cost procurement means the acquisition of a good or service following an unsolicited offer or an offer that did not arise from a competitive solicitation process, or from a provider that proposes the acquisition of a particular good or service by the city for free, at no charge, or on a complimentary basis.

Person means any business, individual, union, committee, club, other organization, or group of individuals.

Procurement or *procurement process* means purchasing, renting, leasing, or otherwise acquiring any goods, services, professional services, or construction. It includes all functions that pertain to the acquisition of any supply, service, or construction, including the description of requirements, the selection and solicitation of sources, solicitation and bid award protests, the preparation and award of a contract, and all phases of contract administration and claims.

Pre-qualify or *pre-qualification* means a process by which the city may solicit, evaluate, and select vendors for the purpose of establishing a contract with previously agreed upon terms and conditions with eligible vendors to perform work for the city on an as-needed or on-call basis, and which is completed in advance of identifying the specific service needed or work to be done.

Professional services means the services of accountants, architects, consultants, engineers, landscape architects, and other such professions which often result in the delivery of a written report or analysis.

Project owner means the director or designee thereof tasked with oversight and completion of a particular procurement project originating from within the work system.

Purchase order means a contract containing preprinted terms which is used as a tool in the city procurement process.

Purchasing manager means the manager of the city's purchasing program or designee thereof.

Real property means land and whatever is growing upon, erected upon, or affixed to land including water, mineral, and subsurface rights and excluding personal property.

Responsible means the capability in all respects to perform fully the contract requirements and the integrity and reliability that will ensure good faith performance.

Responsive means a bid or proposal submitted in a form prescribed by the city that meets the specifications, acceptability requirements, and terms and conditions of the solicitation.

Services mean the furnishing of labor, time or effort by a contractor, not involving the delivery of a specific end product other than reports or items which are merely incidental to the required performance.

Single source means a procurement process conducted without competition whereby the city chooses to contract with one specific vendor for goods or services, though other vendors could provide the goods or services.

Sole source means a procurement process conducted without competition whereby the city chooses to contract with the only responsible vendor who can provide the required goods or services, as no other options are available.

Solicitation means the process of trying to obtain a good or service, and includes all documents and related information, whether attached or incorporated by reference, published prior to the response deadline on an electronic bidding system or otherwise in connection with that procurement effort.

Specification means any description of the physical or functional characteristics or of the nature of a good or service, or a description of any requirement for inspecting, testing, or preparing a good or service for delivery.

Task order means a request for work under an established contract with a pre-qualified vendor for on-call or as needed work.

Variation means a statement submitted to the city by a bidder that outlines a request to alter or modify the terms of a solicitation.

Vendor means a person offering something for sale.

Work system means the organizational unit around which the city's workforce is structured and through which employees are grouped together according to the nature of the work they do to accomplish the city's strategic goals and objectives. Work system includes a department within a city work system.

Writing means any written recordings, papers, books, or documentary materials, regardless of physical form or characteristics, and includes emails or other electronic communication capable of being produced in a written format, but does not include instant messaging, text messaging, or telephone messages."

Section 3. Section 82-41, Competitive Solicitation Methods, of Article III, Solicitations, of Chapter 82, Purchasing and Contracts, of the Arvada City Code is hereby repealed and reenacted to read as follows:

“Sec. 82-41. Competitive solicitation methods.

- (a) *Acceptable methods.* The purchasing program is responsible for determining which solicitation method is appropriate to a procurement process in accordance with the provisions of this article. An employee responsible for purchasing goods or services for the city will use competitive solicitation methods whenever possible to effectuate the provisions of this chapter and to maximize the value of the public funds in ways that are efficient and effective considering the degree of complexity associated with the good or service being purchased.
- (1) *Documented quotes.* Documented quotes must be obtained using the city’s highest ethical standards.
- (2) *Cooperative contracts.* The purchase of goods and services from a valid cooperative contract is an acceptable competitive solicitation method. The city must be a member of the cooperative through which it purchases a good or service.
- (i) Notwithstanding the requirements set forth in subsection (c), the city may utilize a cooperative contract for the purchase of goods or services up to and including \$499,999.99. If the amount of goods or services purchased under a cooperative contract with a single vendor exceeds \$499,999.99 aggregated annually, the purchase must be done using a formal solicitation process, unless the finance director, in their sole discretion, authorizes the use of a cooperative contract. The formal solicitation may be among contractors who are pre-qualified by the purchasing program.
- (b) *Best value procurement.* The city, through its purchasing program, will solicit requests for qualifications and requests for proposals based upon a best value procurement basis, which includes the evaluation of qualifications, experience, and proposed performance measures to award and renew contracts based upon the best value to the city.
- (c) *Required solicitation methods: thresholds.* Required solicitation methods are set forth in the table below. The table shall be read left to right.

TABLE 82-41(c)
COMPETITIVE SOLICITATION METHODS

Amount/nature of contract or purchase order	Required solicitation method
For a contract up to and including \$9,999.99	One documented quote: The project owner shall obtain and document one quote for the required good or service. Exception: A contract for computer software may be solicited as set forth in the administrative policy.

For a contract from \$10,000.00 up to and including \$49,999.99	Three documented quotes: The project owner shall obtain and document three quotes for the required good or service and submit to the purchasing manager the contract and the three documented quotes. Exception: A contract for computer software may be solicited as set forth in the administrative policy.
For a contract of \$50,000.00 or more; for any contract for on-call or as-needed work with a pre-qualified vendor; or for any contract utilizing an alternative project delivery method	Formal solicitation: The project owner shall follow the formal solicitation process set forth in the administrative policy.
For a task order up to and including \$49,999.99 <i>for which vendors have been pre-qualified by the city and with whom the city has contracted for on-call or as needed work</i>	One documented quote: The project owner shall obtain and document one quote from a vendor who has been pre-qualified to perform the type of work required, and who has a contract with the city to perform the work on an on-call or as-needed basis.
For a task order of \$50,000.00 or more <i>for which vendors have been pre-qualified by the city and with whom the city has contracted for on-call or as needed work</i>	Bid the eligible pool: The project owner shall publish the solicitation to all vendors who are pre-qualified by the city to perform the type of work required and who have sufficient value remaining on their on-call or as-needed work contract from which they may be paid for the work. No formal solicitation is required. The project owner shall submit to the purchasing manager the solicitation documentation, and each quote received. Exception: If the cost of the task order exceeds the approved annual value of the contract of every vendor who is pre-qualified to perform the type of work required, or if no vendor pre-qualified to perform the work has sufficient value remaining on their on-call or as-needed work contract from which they may be paid for the work, the project owner shall formally solicit the work outside of the eligible pool.

Nothing in this section 82-41(c) shall be construed to limit the city's ability to use a vendor who has not been pre-qualified to perform work if using a non- pre-qualified vendor is in the best interests of the city.

- (d) *No contingencies.* No employee shall include or add a contingency amount to a solicitation. All monetary changes to contracts or purchase orders shall be processed through a modification, and in accordance with article IV of this chapter.”

Section 4. Section 82-42, Non-Competitive Solicitation Methods, of Article III, Solicitations, of Chapter 82, Purchasing and Contracts, of the Arvada City Code is hereby repealed and reenacted to read as follows:

“Sec. 82-42. Non-competitive solicitation methods.

- (a) *Sole source contracts: thresholds.* Sole source contracts may be approved if the required documentation clearly demonstrates that based on all of the facts and circumstances surrounding the acquisition of a good or service, the acquisition may only be achieved through the use of one product or vendor and that there are no other products or vendors as suitable or acceptable to provide the good or service to the city. In determining whether a sole source purchase request meets these requirements, the city manager or purchasing manager may seek additional information about the purchase from the director, or consult any other city employee. The applicable approval processes are set forth in the table below. The table shall be read left to right.

TABLE 82-42(a)
SOLE SOURCE CONTRACTS

Amount of contract	Process required	Authority to approve the sole source purchase request
From \$10,000.00 up to and including \$49,999.99.	The director shall submit to the purchasing manager a written sole source purchase request containing documentation sufficient to justify the purchase under this section.	The city may proceed with awarding a sole source contract if the request is approved by the purchasing manager.
\$50,000.00 or more.	The director shall submit to both the purchasing manager and the city manager a written sole source purchase request containing documentation sufficient to justify the purchase under this section.	The city may proceed with awarding a sole source contract if the request is approved by the city manager.

Exceptions: All contracts for up to and including \$9,999.99 shall be solicited as set forth in section 82-41(c).

- (b) *Single source contracts: thresholds.* Single source contracts may be approved if the required documentation clearly demonstrates that based on all of the facts and circumstances surrounding the acquisition of a good or service, the acquisition of the good or service from a specific vendor is appropriate and in the best interests of the city when considering factors such as standardization of inventory, long standing relationship(s) with the vendor, the vendor’s knowledge of the city’s existing infrastructure, or any other areas

of consideration described in the administrative policy. Documentation sufficient to justify a purchase under this section shall contain, at a minimum, a description of the circumstances leading to the selection of the vendor; any alternatives considered; the rationale for selecting the vendor; and how it was determined that the price was fair and reasonable. In determining whether a single source purchase meets the requirements set forth in this section, the city manager or purchasing manager may seek additional information about the purchase from the director, or consult any other city employee. The applicable approval processes are set forth in the table below. The table shall be read left to right.

TABLE 82-42(b)
SINGLE SOURCE CONTRACTS

Amount of contract	Process Required	Authority to approve the single source purchase request
From \$10,000.00 up to and including \$49,999.99.	The director shall submit to the purchasing manager a written single source purchase request containing documentation sufficient to justify the purchase under this section.	The city may proceed with awarding a single source contract if the request is approved by the purchasing manager.
\$50,000.00 or more.	The director shall submit to both the purchasing manager and the city manager a written single source purchase request containing documentation sufficient to justify the purchase under this section.	The city may proceed with awarding a single source contract if the request is approved by both the purchasing manager and the city manager.

Exceptions: All contracts for up to and including \$9,999.99 shall be solicited as set forth in section 82-41(c).

(c) *No cost contracts.* An employee evaluating a no cost offer should evaluate additional terms or conditions connected to the no cost offer that create future obligations of any type for the city or for affected citizens.

(d) *Emergency contracts.*

(1) *Approval.* An emergency contract may be approved if all the facts and circumstances surrounding the emergency acquisition clearly demonstrate:

- a. The contract is necessary to respond to an urgent, unforeseen, and compelling circumstance that creates a threat to the public's health, safety or welfare, or is

necessary under a civil emergency, emergency, or disaster declared under chapter 26 of this Code;

- b. The immediate procurement of the goods or services is essential to prevent serious harm to the operation of the city, to city property, or to preserve the health, safety, or welfare of the public; and
 - c. There is insufficient time to procure the goods or services through regular bidding and purchasing methods.
- (2) *Competition encouraged.* Even in emergency situations, the city manager shall seek to ensure as much competition in the procurement of a good or service as is reasonable under the circumstances. The city manager should consult with the purchasing manager to the extent practicable in making emergency purchases.
- (3) *Limitations.* Only those goods or services necessary to respond to or resolve a civil emergency, emergency, or disaster may be procured under an emergency contract.
- (4) *Documentation.* As soon as is reasonably practicable following an emergency purchase, the director of the department or work system responsible for the purchase shall submit to the city manager written documentation describing the nature of the emergency, the good or service acquired through the emergency contract, the amount paid for the good or service, and the reasoning behind the selection of the vendor or vendors chosen to meet the emergency need. The city manager shall then promptly submit this information to the purchasing manager and the city council.
- (5) *Powers of the city manager.* Except as set forth herein, nothing in this subsection (d) is intended to limit or affect the powers or authority of the city manager under a declared civil emergency, emergency, or local disaster issued under chapter 26 of this Code.
- (6) *On-call contracts with pre-qualified vendors.* Nothing in this subsection (d) shall be construed to limit the ability of the city to award emergency work to vendors who are pre-qualified to perform the services or work needed and who have on call or as needed contracts with the city to perform that type of work, if the other requirements of this ordinance and the policy are met.”

Section 5. Section 82-45, Correction To or Withdrawal of a Bid, of Article III, Solicitations, of Chapter 82, Purchasing and Contracts, of the Arvada City Code is hereby repealed and reenacted to read as follows:

“Sec. 82-45. Correction to or withdrawal of a bid.

A request to correct or withdraw a bid or solicitation submission will be processed in accordance with the administrative policy.”

Section 6. Section 82-47, Award, of Article III, Solicitations, of Chapter 82, Purchasing and Contracts, of the Arvada City Code is hereby repealed and reenacted to read as follows:

“Sec. 82-47. Award.

- (a) *Award.* The city will select the most qualified responsible and responsive bidder to receive the award. The award shall be based on the provisions of this chapter, the administrative policy, the specifications set forth in the solicitation, and the selection criteria deemed appropriate to the solicitation. Because an award by itself does not mean the award has also been approved, no vendor may claim reliance upon an award.
- (b) *Variations.* A variation to the terms of a solicitation requested and submitted by a contractor is not agreed to by the fact of an award by the city. The city shall enter into a contract or issue a purchase order on the same terms and conditions that were included in the solicitation, except the city may, in its sole discretion, negotiate terms and conditions with the selected vendor within the scope of the solicitation. The city may also consider variation requests when selecting a bidder for an award. An award may be cancelled by the city if negotiations concerning a term or a condition or a requested variation are unsuccessful, at which point the city may move onto selection of and negotiations with the next most responsive bidder.”

Section 7. Section 82-61, Contracting Authority, of Article IV, Contracting, of Chapter 82, Purchasing and Contracts, of the Arvada City Code is hereby repealed and reenacted to read as follows:

“Sec. 82-61. Contracting authority.

- (a) *Authorized individuals.* The following employees are authorized to procure goods and services and perform other duties described in this chapter for the work system, department, division, or program for which they are responsible:
 - (1) The city manager;
 - (2) A deputy city manager;
 - (3) A work system director;
 - (4) A work system deputy director;
 - (5) The city engineer;
 - (6) The water treatment manager; and
 - (7) The purchasing manager. The purchasing manager is authorized to procure goods and services and perform other duties for the purchasing program or for work systems or departments as described in this chapter and the administrative policy.

The city manager may designate any other city employee to perform duties as described in this chapter and the policy.

- (b) *Temporary delegation of authority.* Each authorized individual may temporarily delegate their purchasing duties to another employee in their chain of command. Any such delegation or notification must be in writing. Any person designated by the city to serve in an acting capacity for any of these positions is authorized to perform the purchasing duties set forth for that position while the designee serves in an acting capacity.”

Section 8. Section 82-62, Authority to Approve, Modify, and Terminate Contracts, of Article IV, Contracting, of Chapter 82, Purchasing and Contracts, of the Arvada City Code is hereby repealed and reenacted to read as follows:

“Sec. 82-62. Authority to approve, modify, and terminate contracts.

- (a) *Approval; modification.* The authority to approve or modify a contract is set forth in the table below. The table shall be read left to right.

TABLE 82-62(a)
CONTRACT AND PURCHASE ORDER APPROVAL
AND MODIFICATION AUTHORITY

Amount/nature of the contract or purchase order at initial approval?	Who may approve the contract or purchase order at the initial approval?	Who may approve a single monetary modification, or aggregated monetary modifications, to the contract or purchase order?
No cost procurements and any contract or purchase order up to and including \$149,999.99	A work system director, a work system deputy director, the city engineer, and the water treatment manager.	Single monetary modification or aggregated monetary modifications up to and including \$149,999.99: A work system director, a work system deputy director, the city engineer, and the water treatment manager.
		Single monetary modification or aggregated monetary modifications between \$150,000.00 and \$199,999.99: A work system director.
		Single monetary modification or aggregated monetary modifications between \$200,000.00 and \$299,999.99: A deputy city manager.

		Single monetary modification or aggregated monetary modifications between \$300,000.00 and \$499,999.99: The city manager.
		Single monetary modification or aggregated monetary modifications of \$500,000.00 or more: The city council.
\$150,000.00 up to and including \$199,999.99	A work system director.	Single monetary modification or aggregated monetary modifications up to and including \$149,999.99: A work system director, a work system deputy director, the city engineer, and the water treatment manager.
		Single monetary modification or aggregated monetary modifications between \$150,000.00 to \$199,999.99: A work system director.
		Single monetary modification or aggregated monetary modifications between \$200,000.00 and \$299,999.99: A deputy city manager.
		Single monetary modification or aggregated monetary modifications between \$300,000.00 and \$499,999.99: The city manager.
		Single monetary modification or aggregated monetary modifications of \$500,000.00 or more: The city council.

\$200,000.00 up to and including \$299,999.99	A deputy city manager.	Single monetary modification or aggregated monetary modifications up to and including \$149,999.99: A work system director, a work system deputy director, the city engineer, and the water treatment manager.
		Single monetary modification or aggregated monetary modifications between \$150,000.00 and \$199,999.99: A work system director.
		Single monetary modification or aggregated monetary modifications between \$200,000.00 and \$299,999.99: A deputy city manager.
		Single monetary modification or aggregated monetary modifications between \$300,000.00 and \$499,999.99: The city manager.
		Single monetary modification or aggregated monetary modifications of \$500,000.00 or more: The city council.
\$300,000.00 up to and including \$499,999.99	The city manager.	Single monetary modification or aggregated monetary modifications up to and including \$149,999.99: A work system director, a work system deputy director, the city engineer, and the water treatment manager.
		Single monetary modification or aggregated monetary modifications between \$150,000.00 and \$199,999.99: A work system director.

		Single monetary modification or aggregated monetary modifications between \$200,000.00 and \$299,999.99: A deputy city manager.
		Single monetary modification or aggregated monetary modifications between \$300,000.00 and \$499,999.99: The city manager.
		Single monetary modification or aggregated monetary modifications of \$500,000.00 or more: The city council.
\$500,000.00 or more for non-capital improvements; or \$500,000.00 up to and including \$2,499,999.99 for capital improvements	The city council by resolution.	Single monetary modification or aggregated monetary modifications up to and including \$149,999.99: A work system director, a work system deputy director, the city engineer, and the water treatment manager.
		Single monetary modification or aggregated monetary modifications between \$150,000.00 to \$199,999.99: A work system director.
		Single monetary modification or aggregated monetary modifications between \$200,000.00 and \$299,999.99: A deputy city manager.
		Single monetary modification or aggregated monetary modifications between \$300,000.00 and \$499,999.99: The city manager.

		Single monetary modification or aggregated monetary modifications of \$500,000.00 or more: The city council.
\$2,500,000.00 or more for capital improvements	The city council by resolution.	Single monetary modification or aggregated monetary modifications totaling up to and including 20% of the total contract amount: The city manager.
		Single monetary modification or aggregated monetary modifications totaling more than 20% of the total contract amount: The city council.
Unbudgeted purchases up to and including \$49,999.99	A work system director.	Of \$50,000.00 or more: The city council. Once approved by city council, the authority to approve a monetary modification or aggregated modifications will be determined by the amount of the modified contract or purchase order as set forth in this table.
Unbudgeted purchases of \$50,000.00 or more	The city council by resolution.	Once approved by city council, the authority to approve a monetary modification or aggregated modifications will be determined by the amount of the modified contract or purchase order as set forth in this table.
Emergency contracts of any amount	The city manager.	The city manager.

(b) *Calculation of contract amount for purposes of initial approval or modification as set forth in Table 82-62(a).*

- (1) *Initial approval.* In the case of a multi-year contract which the city may terminate at or within one year of the beginning of the initial term of the contract, the amount of the first year of the contract will be used to determine who is authorized to approve the contract. Otherwise, the total amount of the contract will determine who may approve the contract.

(2) Monetary modification.

- i. For the purpose of determining who may approve a single or aggregated monetary modification, monetary modifications will be aggregated during the term of the contract, including any renewal terms. The initial amount of the contract is not added to the amount of the monetary modification.
- ii. If the city council approves a single or aggregated monetary modification during the term of a contract, the approval authority for a monetary modification occurring after that city council approval shall be determined solely on the amount of the subsequent modification. The subsequent modification shall not be aggregated with any monetary modification that occurred before the city council's approval.

Example: This hypothetical example illustrates how subsection (2)(ii) should be applied. The initial contract amount in this hypothetical example is \$250,000.00, but this process applies to a contract of any amount for non-capital improvements. Modifications to capital improvement contracts over \$2,500,000.00 are as shown in Table 82-62(a) above.

The initial term of the contract in the hypothetical example is for one year with four renewal periods. The initial contract is approved by a deputy city manager.

During the first year of the contract, the contractor seeks approval of a monetary modification of \$250,000.00. This modification may be approved by the deputy city manager (the initial contract amount is not considered).

The contractor then seeks approval of a second modification of \$100,000.00. This modification brings the total amount of the modifications to \$350,000.00. This modification may be approved by the city manager.

During the third year of the contract, the contractor seeks approval of a third modification of \$200,000.00. This modification brings the total amount of the modifications to \$550,000.00. This modification must be approved by the city council. Following city council's approval, the aggregated monetary modification amount "reset" to \$0.00, as noted in subsection (2)(ii) above.

During the fourth year of the contract, the contractor seeks approval of a fourth modification of \$250,000.00. Because of the reset provision noted above, the total amount of the modifications is now considered to be \$250,000.00. This modification may be approved by the deputy city manager.

- (3) *No cost modification.* Notwithstanding the contract amount or initial approver, a work system director, a work system deputy director, the city engineer, or the water treatment manager may approve a no-cost modification. A no-cost modification means a modification that either reduces or does not increase the total amount of compensation due under the contract.
- (c) *Termination of a contract.* Except as set forth in subsection (f) of this section, only the city manager may terminate a contract. For purposes of this subsection (c), termination shall not include a non-renewal. The city manager or initial approver may authorize a non-renewal.
- (d) *Dividing a contract.* No purchase permitted by this Ordinance shall be divided for the purpose of circumventing the requirements of this section. This includes modifying contracts that would result in circumvention of the requirements of this section.
- (e) *City attorney approval required.* Except for purchase orders, the city attorney must approve all contracts as to form. This includes contracts otherwise excepted from the provisions of this chapter under section 82-3.
- (f) *Special counsel contracts.* The city attorney has the authority of a director to approve and modify contracts. The city council authorizes the city attorney to enter into contracts for compensation to outside or special counsel, investigators, and consultants and also gives approval for these contracts up to the monetary limit set forth for directors in Table 82-62(a). Contracts for special or outside counsel that exceed this limit shall be submitted by the city attorney to city council for approval by whatever means the city council deems appropriate. The city attorney may terminate a contract with outside or special counsel, with an investigator, or with a consultant.”

Section 9. Section 82-63, Contract Formation, of Article IV, Contracting, of Chapter 82, Purchasing and Contracts, of the Arvada City Code is hereby repealed and reenacted to read as follows:

“Sec. 82-63. Contract formation.

- (a) *Form of contract.* Subject to the limitations of this chapter, the city may use any contract appropriate to the procurement which best promotes the interests of the city. The city attorney shall have the authority to determine the appropriate form and terms of any contract.
- (b) *No indemnification.* In accordance with Section 1 of Article XI of the Colorado Constitution, the city shall not agree to indemnify any third party.
- (c) *Waiver of jury trial.* Any person entering into a contract for the sale or provisions of any type of good, service, or professional service with the city waives the right to a jury trial related to any contract claim.

- (d) *Ordinances rules, regulations, and orders.* Each contractor shall be responsible for remaining fully informed of and complying with all applicable laws, ordinances, rules, regulations, and orders of the city, county, state, federal or other governmental entities having jurisdiction over the work or otherwise governing or affecting the goods or services supplied to the city under the contract.”

Section 10. Section 82-81, Informal Award Protest – Generally, of Division 1, Award Protests, of Article V, Protests and Claims, of Chapter 82, Purchasing and Contracts, of the Arvada City Code is hereby repealed, retitled, and reenacted to read as follows:

“Sec. 82-81. Award protest – generally.

- (a) *Required.* Before filing a formal protest of an award, an aggrieved bidder must first file an informal award protest notice with the purchasing manager.
- (b) *Standing.* Only an aggrieved bidder may protest an award. For purposes of this section, aggrieved bidder means the actual bidder who submitted the bid or a representative thereof, designated in writing, who is aggrieved by the award related to such bid.”

Section 11. Section 82-83, Formal Award Protest – Process, of Division 1, Award Protests, of Article V, Protests and Claims, of Chapter 82, Purchasing and Contracts, of the Arvada City Code is hereby repealed and reenacted to read as follows:

“Sec. 82-83. Formal award protest – process.

- (a) *Standing.* Only a bidder aggrieved by the response of the purchasing manager issued under section 82-82(c) may file a formal protest of an award.
- (b) *Deadline for filing formal award protest.* An aggrieved bidder must file a formal award protest not later than seven days after the date the purchasing manager issued the response to the informal protest as set forth in section 82-82(c).
- (c) *Method of filing formal award protest.* The aggrieved bidder must file a formal award protest with the city clerk using a form provided by the city. The filing must include a copy of the purchasing manager’s written response to the aggrieved bidder’s informal award protest issued under section 82-82(c). The formal award protest form must be complete in all respects when submitted. A protest form that is not complete in all respects or that does not include a copy of the purchasing manager’s written response shall be promptly returned to the aggrieved bidder by the clerk. An aggrieved bidder may correct and resubmit a protest form. If the resubmitted form is complete and submitted to the clerk within the deadline set forth in subsection (b) of this section, the clerk shall accept it. However, if an aggrieved bidder fails to correct and resubmit the protest form, the bidder is deemed to have waived their right to file a bid award protest.

- (d) *Employee actions.* Once a completed formal award protest form has been timely submitted to the city clerk, the clerk shall notify the purchasing manager and the city manager of receipt of the protest. The purchasing manager shall, not later than seven days after submission of the completed formal protest form, file with the city manager all relevant documentation relating to the award and may also submit to the city manager a statement summarizing the city's actions and Code provisions relevant to the matter.
- (e) *Authority to settle matter or determine formal protest.* With the approval of the city attorney, the city manager is authorized to review and settle a protest of a bid award, and to issue a decision related to a bid award protest.
- (f) *Issue; materiality.* The issue before the city manager in a formal award protest is whether an aggrieved bidder with standing has demonstrated by substantial and competent evidence that the bid award process violated the Code or other applicable law. For purposes of determining the outcome of a protest, an administrative or clerical error, or a defect that is not material to the award or that may be corrected by the city, shall not be considered a violation of the Code.
 - (1) *City manager's responsibilities.* In evaluating a formal protest, the city manager shall review all information submitted by the aggrieved bidder and the purchasing manager, and may ask the aggrieved bidder or the purchasing manager for more information. Any such request and response shall be made a part of the record. The city manager may consider any relevant procurement information, any relevant information provided by the aggrieved bidder or the purchasing manager, and also may notice any other relevant fact or circumstance.
- (g) *Decision.* The city manager shall, not later than 21 days after submission of the completed formal award protest form, issue a written decision on the protest. The decision must contain the reason or reasons for the decision, as well as a description of the remedy, if applicable. The decision must set forth appeal rights, if any. The decision must be furnished to the aggrieved bidder in writing. Should the city manager fail to issue a written decision on the protest within the time frame set forth herein, the protest shall be deemed denied, and the aggrieved bidder may proceed as if an adverse decision has been received.
- (h) *Delay of award.* If a formal award protest is timely filed by an aggrieved bidder with standing, the award process may not proceed until the city manager has either issued a written decision on the protest or failed to issue a decision as set forth in subsection (g) of this section.

Exception: If the city manager determines work related to the contested award is necessary to protect substantial city interests, the city manager may order the award process and work to proceed despite the filing of a formal protest. The city manager shall make a written finding to this effect. The city manager shall notify the aggrieved bidder that the award process and work will proceed, and also that the formal protest will proceed.

- (i) *Effect of failure to file formal award protest.* Failure of an aggrieved bidder to timely file a formal award protest claim shall be deemed a waiver of the protest claim.
- (j) *Appeal.* The city manager’s decision, or a denial of a protest as a result of the city manager’s failure to issue a written decision, shall be considered a final agency decision. An appeal of the city manager’s decision may proceed under Rule 106 of the Colorado Rules of Civil Procedure.”

Section 12. Severability. If any section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each part or parts thereof irrespective of the fact that any part or parts be declared unconstitutional or invalid.

Section 13. Effective date. This ordinance shall take effect on January 1, 2026. This ordinance shall apply to every city purchase or contract entered into, amended, or solicited on or after the effective date of this ordinance. The date of the solicitation shall be the date the solicitation is first published or issued by the city.

INTRODUCED, READ, AND ORDERED PUBLISHED this 2nd day of December, 2025.

PASSED, ADOPTED, AND APPROVED this ____ day of _____, 2025.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

By: _____

Publication Dates: December 4, 2025

REDLINE/STRIKETHROUGH VERSION

FOR INFORMATION ONLY -- NOT PART OF THE ORDINANCE

Underlined indicates new material
Strikethrough indicates deleted material

Sec. 82-3. Applicability.

- (a) *Applicability.* Subject to subsection (b), ~~This~~ chapter applies to the city's procurement of goods and services, and to every expenditure of public funds for purchasing irrespective of the source of funds. This chapter applies to every city purchase or contract entered into, modified, or solicited after the effective date of this ordinance. ~~The date of the solicitation shall be the date the solicitation is first published or issued by the city.~~
- (b) *Exceptions.* Except as otherwise set forth herein, the following purchases or contracts are excepted from the requirements of this chapter:
- (1) Advertising services;
 - (2) Art for display, purchase, or performance, or agreements for the maintenance of art where the maintenance is done by the artist or by a foundation or other entity authorized by the artist or the artist's estate;
 - (3) Continuing education programs, and professional memberships, licenses, and publications for city employees;
 - (4) Employment contracts between city council and the city manager, the city attorney, and the presiding or other municipal court judges;
 - (5) Emergency contracts awarded under section 82-42 of this chapter or as a result of a declared civil emergency, emergency, or local disaster under chapter 26 of this Code;
 - (6) Food and merchandise purchased for resale at city golf course facilities, except that apparel purchased by the city for use by employees while on duty are subject to the requirements of this chapter;
 - (7) Insurance claims involving contracts or invoices relating to the purchase, repair, or replacement of damaged property, and associated services, necessary to restore property to its pre-loss condition; Intergovernmental agreements;
 - (8) Insurance procurement contracts and invoices; Legal research tools, including books and software;
 - (9) Intergovernmental agreements; Outside legal counsel and investigators; and

(10) Legal research tools, including books and software; Real property agreements including annexation agreements.

(11) Outside legal counsel, investigators, and consultants retained by the city attorney;

(12) Public utilities, such as power, water, or sewerage;

(13) Real property agreements including lease and annexation agreements;

(14) Vendors required to perform work pursuant to the terms of grant money received by Arvada; and

(15) Volunteer agreement(s) between the city and an individual or group who provide(s) public services at no cost to benefit the community or city operations.

Sec. 82-4. Definitions.

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Administrative policy or *policies* mean the “Administrative Policy and Procedures Related to the Purchasing Ordinance” as adopted by the city.

Alternative project delivery method means a method of contracting wherein the solicitation, evaluation, selection, and contracting for a project is accomplished through means other than a traditional design-bid-build process, such as through the use of a construction manager/general contractor (CM/GC), design-build, or other non-traditional means.

Award or *intent to award* means the selection of a bid or proposal by the city. An award does not mean that a contract has been executed or that a purchase order has been approved.

Award approval means the authorization of an award by the execution or approval of a purchase order, or by the execution of a contract by an authorized employee or city council.

Best value means a technique in a competitive solicitation process which emphasizes value over price and permits the evaluation of criteria such as qualifications, experience, and performance data to determine the best overall value to the city.

Bid means an offer of a price for goods or equipment services.

Bidder means a person who files a submission in response to a city-issued solicitation, and includes a person who files a response to a request for bids, proposals, qualifications, or capital improvement project competitive sealed bids. It also includes a person who responds to a city request for qualifications for the purpose of pre-qualifying as a contractor to perform work for the city on as-needed basis.

Budgeted means included in the city council's approved budget.

Capital improvements has the same meaning as set forth in A.C.C. §2-291.

City means the City of Arvada.

City attorney means the city attorney for the City of Arvada or designee thereof.

City manager means the manager of the City of Arvada or designee thereof.

Code means the Arvada City Code.

Construction means the process of building or replacing a city-owned building or structure, including but not limited to water infrastructure, bridges, or other city-owned infrastructure assets. Construction includes the demolition of bridges, water infrastructure, or other city-owned infrastructure assets, but does not include demolition of other city-owned structures or buildings. It also does not include the routine operation, repair, or maintenance of city-owned buildings or structures.

Contract means any type of city agreement, including a purchase order, between the city and a contractor, where the principal purpose is to acquire goods, service, or construction or to dispose of property for the benefit of the city. Contract includes a modification to a contract.

Contractor means any person having a contract with the city, regardless of what the person may be called or how the person is described.

Cooperative contract means a valid and current purchasing agreement negotiated by another entity for use by all public agencies that are members of the purchasing cooperative group.

Day means calendar day.

Director or *work system director* means a manager of a city work system or a department director.

Documented quote means a fiscal control where one or more valid written quotes are obtained as part of a solicitation process.

Electronic communication means ~~an~~ interactive communication that is transmitted electronically and capable of being produced in a written format, but does not include instant messaging, text messaging, or phone messages.

Electronic signature means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record to which it is affixed.

Emergency contract means a contract necessary to respond to urgent and compelling circumstances that create a threat to the public's health, safety, or welfare, or to an civil emergency, emergency, or disaster declared under chapter 26 of this Code.

Employee means a person employed by the city on a regular, part-time, or temporary basis and includes anyone working as a volunteer or intern. Employee also includes members of any board or commission and members of the Arvada City Council ~~regular or probationary full or part-time city employee.~~

Fiscal control means a financial management practice designed to ensure expenditures are authorized by and in accordance with the amounts specified in the adopted budget, to reassure city council and citizens of responsible procurement and spending strategies, and to ensure all transactions are documented appropriately and in accordance with this Code and Colorado law.

Formal solicitation means a procurement method used for contracts or purchase orders ~~of \$50,000.00 or more~~ that features the issuance of a public, written announcement of, or request for, bids, proposals, or qualifications.

Good or goods mean anything that has economic and physical utility, excluding real property, and includes those services incidental or necessary to providing the good or goods. Good includes computer software unless specifically stated otherwise.

Modification means any written alteration of a contract, regardless of what it may be called, accomplished in accordance with the terms of that contract, and includes a change order or amendment related to or renewal of an existing contract. A modification may be monetary or no cost in nature. An extension of a contract that results in the payment of additional funds to a contractor shall be deemed a monetary modification.

No cost procurement means the acquisition of a good or service following an unsolicited offer or an offer that did not arise from a competitive solicitation process, or from a provider that proposes the acquisition of a particular good or service by the city for free, at no charge, or on a complimentary basis.

Person means any business, individual, union, committee, club, other organization, or group of individuals.

Procurement or procurement process means ~~the~~ purchasing, renting, leasing, or otherwise acquiring ~~of~~ any goods, services, professional services, or construction. It includes all functions that pertain to the acquisition of any supply, service, or construction, including the description of requirements, the selection and solicitation of sources, solicitation and bid award protests, the preparation and award of a contract, and all phases of contract administration and claims.

Pre-qualify or *pre-qualification* means a process by which the city may solicit, evaluate, and select vendors for the purpose of ~~creating a list of vendors eligible~~ establishing a contract with previously agreed upon terms and conditions with eligible vendors to perform work for the city on an as-needed or on-call basis, and which is completed in advance of identifying the specific service needed or work to be done.

Professional services means the services of accountants, architects, consultants, engineers, landscape architects, and other such professions which often result in the delivery of a written report or analysis.

Project owner means the director or designee thereof tasked with oversight and completion of a particular procurement project originating from within the work system.

Purchase order means a contract containing preprinted terms which is used as a tool in the city procurement process.

Purchasing manager means the manager of the city's purchasing program or designee thereof.

Real property means land and whatever is growing upon, erected upon, or affixed to land including water, mineral, and subsurface rights and excluding personal property.

Responsible means the capability in all respects to perform fully the contract requirements and the integrity and reliability that will ensure good faith performance.

Responsive means a bid or proposal submitted in a form prescribed by the city that meets the specifications, acceptability requirements, and terms and conditions of the solicitation.

Services mean the furnishing of labor, time or effort by a contractor, not involving the delivery of a specific end product other than reports or items which are merely incidental to the required performance.

Single source means a procurement process conducted without competition whereby the city chooses to contract with one specific vendor for goods or services, though other vendors could provide the goods or services.

Sole source means a procurement process conducted without competition ~~whereby the city chooses to contract with the only responsible vendor who can provide the required goods or services, as no other options are available and in accordance with the provisions of this chapter for the acquisition of goods or services, or a contract awarded as a result of such a process.~~

Solicitation means the process of trying to obtain a good or service, and includes all documents and related information, whether attached or incorporated by reference, published prior to the response deadline on an electronic bidding system or otherwise in connection with that procurement effort.

Specification means any description of the physical or functional characteristics or of the nature of a good or service, or a description of any requirement for inspecting, testing, or preparing a good or service for delivery.

Task order means a request for work under an established contract with a pre-qualified vendor for on-call or as needed work.

Variation means a statement submitted to the city by a bidder that outlines a request to alter or modify the terms of a solicitation.

Vendor means a person offering something for sale.

Work system means the organizational unit around which the city's workforce is structured and through which employees are grouped together according to the nature of the work they do to accomplish the city's strategic goals and objectives. Work system includes a department within a city work system.

Writing means any written recordings, papers, books, or documentary materials, regardless of physical form or characteristics, and includes emails or other electronic communication capable of being produced in a written format, but does not include instant messaging, text messaging, or telephone messages.

Sec. 82-41. Competitive solicitation methods.

- (a) *Acceptable methods.* The purchasing program is responsible for determining which solicitation method is appropriate to a procurement process in accordance with the provisions of this article. An employee responsible for purchasing goods or services for the city will use competitive solicitation methods whenever possible to effectuate the provisions of this chapter and to maximize the value of the public funds in ways that are efficient and effective ~~in light of~~ considering the degree of complexity associated with the good or service being purchased.

- (1) *Documented quotes.* Documented quotes must be obtained using the city's highest ethical standards.

- (2) *Cooperative contracts.* The purchase of goods and services from a valid cooperative contract is an acceptable competitive solicitation method. The city must be a member of the cooperative through which it purchases a good or service.

- (i) Notwithstanding the requirements set forth in subsection (c), the city may utilize a cooperative contract for the purchase of goods or services up to and including \$499,999.99. If the amount of goods or services purchased under a cooperative contract with a single vendor exceeds \$499,999.99 aggregated annually, the purchase must be done using a formal solicitation process, unless the finance director, in their sole discretion, authorizes the use of a cooperative contract.

The formal solicitation may be among contractors who are pre-qualified by the purchasing program.

- (b) *Best value procurement.* The city, through ~~the its~~ purchasing ~~program division~~, will solicit requests for qualifications and requests for proposals based upon a best value procurement basis, which includes the evaluation of qualifications, experience, and proposed performance measures to award and renew contracts based upon the best value to the city.
- (c) *Required solicitation methods: thresholds.* Required solicitation methods are set forth in the table below. The table shall be read left to right.

TABLE 82-41(c)
COMPETITIVE SOLICITATION METHODS

Amount/nature of contract or purchase order	Required solicitation method
For a contract up to and including \$9,999.99	One documented quote: The project owner shall obtain and document one quote for the required good or service. Exception: A contract for computer software may be solicited as set forth in the administrative policy.
For a contract from \$10,000.00 up to and including \$49,999.99	Three documented quotes: The project owner shall obtain and document three quotes for the required good or service, and submit to the purchasing manager the contract and the three documented quotes. Exception: A contract for computer software may be solicited as set forth in the administrative policy.
For a contract of \$50,000.00 or more; or for any contract for on-call or as-needed work with a pre-qualified vendor; <u>or for any contract utilizing an alternative project delivery method</u>	Formal solicitation: The project owner shall follow the formal solicitation process set forth in the administrative policy.
For a task <u>order</u> up to and including \$49,999.99 <i>for which vendors have been pre-qualified by the city and with whom the city has contracted for on-call or as needed work</i>	One documented quote: The project owner shall obtain and document one quote from a vendor who has been pre-qualified to perform the type of work required, and who has a contract with the city to perform the work on an on-call or as-needed basis.

For a task <u>order</u> of \$50,000.00 or more <i>for which vendors have been pre-qualified by the city and with whom the city has contracted for on-call or as needed work</i>	Bid the eligible pool: The project owner shall publish the solicitation to all vendors who are pre-qualified by the city to perform the type of work required and who have sufficient value remaining on their on-call or as-needed work contract from which they may be paid for the work. No formal solicitation is required. The project owner shall submit to the purchasing manager the solicitation documentation, and each quote received. Exception: If the cost of the task <u>order</u> exceeds the approved annual value of the contract of every vendor who is pre-qualified to perform the type of work required, or if no vendor pre-qualified to perform the work has sufficient value remaining on their <u>on-call</u> or as-needed work contract from which they may be paid for the work, the project owner shall formally solicit the work <u>outside of the eligible pool</u>.
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Nothing in this section 82-41(c) shall be construed to limit the city's ability to use a vendor who has not been pre-qualified to perform work if using a non- pre-qualified vendor is in the best interests of the city.

- (d) *No contingencies.* No employee shall include or add a contingency amount to a solicitation. All monetary changes to contracts or purchase orders shall be processed through a modification, and in accordance with article IV of this chapter.

Sec. 82-42. Non-competitive solicitation methods.

- (a) *Sole source contracts: thresholds.* Sole source contracts may be approved if the required documentation clearly demonstrates that based on all of the facts and circumstances surrounding the acquisition of a good or service, ~~that~~ the acquisition may only be achieved through the use of one product or vendor, and that there are no other products or vendors as suitable or acceptable to provide the good or service to the city. In determining whether a sole source purchase request meets these requirements, the city manager or purchasing manager may seek additional information about the purchase from the director, or consult any other city employee ~~including the deputy city manager~~. The applicable approval processes are set forth in the table below. The table shall be read left to right.

TABLE 82-42(a)
SOLE SOURCE CONTRACTS

Amount of contract	Process required	Authority to approve the sole source purchase request
From \$10,000.00 up to and including \$49,999.99.	The director shall submit to the purchasing manager a	The purchasing manager may approve the sole

	written sole source purchase request containing documentation sufficient to justify the purchase under this section.	source request. Approval authority for the contract is as set forth in Table 82-62(a). <u>The city may proceed with awarding a sole source contract if the request is approved by the purchasing manager.</u>
\$50,000.00 or more.	The director shall submit to the purchasing manager and the city manager a written sole source purchase request containing documentation sufficient to justify the purchase under this section.	The city manager may approve the sole source request. Approval authority for the contract is as set forth in Table 82-62(a). <u>The city may proceed with awarding a sole source contract if the request is approved by the city manager.</u>

Exceptions: All contracts for up to and including \$9,999.9900, ~~and all contracts for computer software in an amount up to and including \$49,999.99,~~ shall be solicited as set forth in section 82-41(c).

- (b) ~~No cost contracts. An employee evaluating a no cost offer should evaluate additional terms or conditions connected to the no cost offer that create future obligations of any type for the city or for affected citizens.~~ Single source contracts: thresholds. Single source contracts may be approved if the required documentation clearly demonstrates that based on all of the facts and circumstances surrounding the acquisition of a good or service, the acquisition of the good or service from a specific vendor is appropriate and in the best interests of the city when considering factors such as standardization of inventory, longstanding relationship(s) with the vendor, the vendor's knowledge of the city's existing infrastructure, or any other areas of consideration described in the administrative policy. Documentation sufficient to justify a purchase under this section shall contain, at a minimum, a description of the circumstances leading to the selection of the vendor; any alternatives considered; the rationale for selecting the vendor; and how it was determined that the price was fair and reasonable. In determining whether a single source purchase meets the requirements set forth in this section, the city manager or purchasing manager may seek additional information about the purchase from the director, or consult any other city employee. The applicable approval processes are set forth in the table below. The table shall be read left to right.

TABLE 82-42(b)
SINGLE SOURCE CONTRACTS

<u>Amount of contract</u>	<u>Process Required</u>	<u>Authority to approve the single source purchase request</u>
<u>From \$10,000.00 up to and including \$49,999.99.</u>	<u>The director shall submit to the purchasing manager a written single source purchase request containing documentation sufficient to justify the purchase under this section.</u>	<u>The city may proceed with awarding a single source contract if the request is approved by the purchasing manager.</u>
<u>\$50,000.00 or more.</u>	<u>The director shall submit to both the purchasing manager and the city manager a written single source purchase request containing documentation sufficient to justify the purchase under this section.</u>	<u>The city may proceed with awarding a single source contract if the request is approved by both the purchasing manager and the city manager.</u>

(c) No cost contracts. An employee evaluating a no cost offer should evaluate additional terms or conditions connected to the no cost offer that create future obligations of any type for the city or for affected citizens. ~~Cooperative contracts.~~ Purchases of goods and services from valid cooperative entity agreements are exempt from competitive solicitation methods. The city must be a member of the cooperative through which it purchases a good or service.

~~(1) Aggregate purchases.~~ If the amount of goods purchased under a cooperative contract from a single vendor will exceed \$200,000.00 aggregated annually, the purchase must be done using a formal solicitation process. The formal solicitation may be among contractors who are pre-qualified by the purchasing program.

~~(2) Purchases of \$200,000.00 or more.~~ Notwithstanding any other provision of this ordinance, the finance director may, at his or her sole discretion, require a cooperative contract purchase of \$200,000.00 or more related to, or in support of, a capital improvement project be done using a formal solicitation process.

(d) *Emergency contracts.*

(1) Approval. An emergency contract may be approved if all the facts and circumstances surrounding the emergency acquisition clearly demonstrate:

- a. The contract is necessary to respond to an urgent, unforeseen, and compelling circumstance that creates a threat to the public's health, safety or welfare, or is necessary under an civil emergency, emergency, or disaster declared under chapter 26 of this Code;

- b. The immediate procurement of the goods~~s~~ or services~~s~~ is essential to prevent serious harm to the operation of the city, to city property, or to preserve the health, safety, or welfare of the public; and
 - c. There is insufficient time to procure the goods~~s~~ or services~~s~~ through regular bidding and purchasing methods.
- (2) Competition encouraged. Even in emergency situations, the city manager shall seek to ensure as much competition in the procurement of a good or service as is reasonable under the circumstances. The city manager should consult with the purchasing manager to the extent practicable in making emergency purchases.
 - (3) Limitations. Only those goods or services necessary to respond to or resolve ~~an~~ civil emergency, emergency, or disaster may be procured under an emergency contract.
 - (4) Documentation. As soon as is reasonably practicable following an emergency purchase, the director of the department or work system responsible for the purchase shall submit to the city manager written documentation describing the nature of the emergency, the good or service acquired through the emergency contract, the amount paid for the good or service, and the reasoning behind the selection of the vendor or vendors chosen to meet the emergency need. The city manager shall then promptly submit this information to the purchasing manager and the city council.
 - (5) Powers of the city manager. Except as set forth herein, nothing in this subsection (d) is intended to limit or affect the powers or authority of the city manager under a declared civil emergency, emergency, or local disaster issued under chapter 26 of this Code.
 - (6) On-call contracts with pre-qualified vendors. Nothing in this subsection (d) shall be construed to limit the ability of the city to award emergency work to vendors who are pre-qualified to perform the services or work needed and who have on call or as needed contracts with the city to perform that type of work, if the other requirements of this ordinance and the policy are met.

Sec. 82-45. Correction to or withdrawal of a bid.

~~Changes to a bid after the submission deadline may be allowed only when a bidder can show by clear and convincing evidence that a mistake of fact was made and that the mistake was unintentional. A request to correct a bid must be in writing, must be submitted to the purchasing manager within seven days of the bid opening, and must contain the bidder's name, address, city solicitation number and title. Nothing in this section precludes negotiations between the city and a bidder about the scope of work. A request to correct or withdraw a bid or solicitation submission will be processed in accordance with the administrative policy.~~

Sec. 82-47. Award.

- (a) *Award*. The city will select the most qualified responsible and responsive bidder to receive the award. The award shall be based on the provisions of this chapter, the administrative policy, the specifications set forth in the solicitation, and the selection criteria deemed appropriate to the solicitation. Because an award by itself does not mean the award has also been approved, no vendor may claim reliance upon an award.
- (b) *Variations*. A variation to the terms of a solicitation requested and submitted by a contractor is not agreed to by the fact of an award by the city. The city shall enter into a contract or issue a purchase order on the same terms and conditions that were included in the solicitation, except the city may, in its sole discretion, negotiate terms and conditions with the selected vendor within the scope of the solicitation. The city may also consider variation requests when selecting a bidder for an award. An award may be cancelled by the city if negotiations concerning a term or a condition or a requested variation are unsuccessful, at which point the city may move onto selection of and negotiations with the next most responsive bidder.

Sec. 82-61. Contracting authority.

- (a) *Authorized individuals*. The following employees are authorized to procure goods and services and perform other duties described in this chapter for the work system, department, division, or program for which they are responsible:
 - (1) The city manager;
 - (2) ~~The~~ A deputy city manager;
 - (3) A work system director;
 - (4) ~~The city engineer;~~ A work system deputy director;
 - (5) ~~The city's water treatment plant operator; and The city engineer;~~
 - (6) ~~The purchasing manager. The purchasing manager is authorized to procure goods and services and perform other duties for the purchasing program or for work systems or departments as described in this chapter and the administrative policy. The water treatment manager; and~~
 - (7) The purchasing manager. The purchasing manager is authorized to procure goods and services and perform other duties for the purchasing program or for work systems or departments as described in this chapter and the administrative policy.

The city manager may designate any other city employee to perform duties as described in this chapter and the policy.

- (b) *Temporary delegation of authority*. Each authorized individual may temporarily delegate ~~his or her~~ their purchasing duties to another employee in ~~his or her~~ their chain of command.

Any such delegation or notification must be in writing. Any person designated by the city to serve in an acting capacity for any of these positions is authorized to perform the purchasing duties set forth for that position while the designee he or she serves in an acting capacity.

Sec. 82-62. Authority to approve, modify, and terminate contracts.

- (a) *Approval; modification.* The authority to approve or modify a contract is set forth in the table below. The table shall be read left to right.:

TABLE 82-62(a)
CONTRACT AND PURCHASE ORDER APPROVAL
AND MODIFICATION AUTHORITY

Amount/nature of the contract or purchase order <u>at initial approval?</u>	Who may approve <u>the contract or purchase order at the initial approval?</u>	Who may approve <u>a single monetary modification, or aggregated monetary modifications, to the contract or purchase order?</u>
No cost procurements, no cost modifications to an existing contract or purchase order , and <u>any</u> contracts and purchase orders up to and including \$ <u>149,999.99</u>	A <u>work system</u> director, <u>a work system deputy director</u> , the city engineer, and the <u>city's water treatment plant operator manager</u> .	<u>Single monetary modification or aggregated monetary modifications up to and including \$149,999.99:</u> <u>A work system director, a work system deputy director, the city engineer, and the water treatment manager.</u> <u>Single monetary modification or aggregated monetary modifications between \$150,000.00 and Up to and including \$199,999.99: A work system director, the city engineer, and the city's water treatment plant operator.;</u> <u>Single monetary modification or aggregated monetary modifications Bbetween \$200,000.00 and \$299,999.99: The A deputy city manager.;</u>

		<u>Single monetary modification or aggregated monetary modifications B</u>between \$300,000.00 and 499,999.99: The city manager;;or <u>Single monetary modification or aggregated monetary modifications O</u>of \$500,000 or more: The city council.
<u>\$150,000.00 up to and including \$199,999.99</u>	<u>A work system director.</u>	<u>Single monetary modification or aggregated monetary modifications up to and including \$149,999.99:</u> <u>A work system director, a work system deputy director, the city engineer, and the water treatment manager.</u> <u>Single monetary modification or aggregated monetary modifications between \$150,000.00 and \$199,999.99:</u> <u>A work system director.</u> <u>Single monetary modification or aggregated monetary modifications between \$200,000.00 and \$299,999.99:</u> <u>A deputy city manager.</u> <u>Single monetary modification or aggregated monetary modifications between \$300,000.00 and \$499,999.99:</u> <u>The city manager.</u> <u>Single monetary modification or aggregated monetary modifications of \$500,000.00 or more:</u>

		<u>The city council.</u>
\$200,000.00 up to and including \$299,999.99	The <u>A</u> deputy city manager.	<u>Single monetary modification or aggregated monetary modifications up to and including \$149,999.99:</u> <u>A work system director, a work system deputy director, the city engineer, and the water treatment manager.</u> <u>Single monetary modification or aggregated monetary modifications between \$150,000.00 and \$199,999.99:</u> <u>A work system director.</u> <u>Single monetary modification or aggregated monetary modifications Up to and including between \$200,000.00 and \$299,999.99:</u> The <u>A</u> deputy city manager; <u>Single monetary modification or aggregated monetary modifications Bbetween \$300,000.00 and \$499,999.99:</u> The city manager; or <u>Of \$500,000.00 or more: The city council.</u>
\$300,000.00 up to and including \$499,999.99	The city manager.	<u>Single monetary modification or aggregated monetary modifications up to and including \$149,999.99:</u> <u>A work system director, a work system deputy director, the city engineer, and the water treatment manager.</u>

		<u>Single monetary modification or aggregated monetary modifications between \$150,000.00 and \$199,999.99:</u> <u>A work system director.</u> <u>Single monetary modification or aggregated monetary modifications between \$200,000.00 and \$299,999.99:</u> <u>A deputy city manager.</u> <u>Single monetary modification or aggregated monetary modifications Up to and including between \$300,000.00 and \$499,999.99:</u> <u>The city manager; or</u> <u>Single monetary modification or aggregated monetary modifications Of \$500,000.00 or more: The city council.</u>
<u>\$500,000.00 or more for non-capital improvements;</u> <u>or</u> <u>\$500,000.00 up to and including \$2,499,999.99 for capital improvements</u>	The city council by resolution.	<u>Single monetary modification or aggregated monetary modifications up to and including \$149,999.99:</u> <u>A work system director, a work system deputy director, the city engineer, and the water treatment manager.</u> <u>Single monetary modification or aggregated monetary modifications between \$150,000.00 and \$199,999.99:</u> <u>A work system director.</u>

		<u>Single monetary modification or aggregated monetary modifications between \$200,000.00 and \$299,999.99:</u> <u>A deputy city manager.</u> <u>Up to 20 percent of the original contract amount, or Single monetary modification or aggregated monetary modifications between \$300,000.00 and \$499,999.99, whichever is less: The city manager;</u> or <u>Of 20 percent or more of the original contract amount, Single monetary modification or aggregated monetary modifications or for \$500,000.00 or more: The city council.</u>
<u>\$2,500,000.00 or more for capital improvements.</u>	<u>The city council by resolution.</u>	<u>Single monetary modification or aggregated monetary modifications totaling up to and including 20% of the total contract amount:</u> <u>The city manager.</u> <u>Single monetary modification or aggregated monetary modifications totaling more than 20% of the total contract amount:</u> <u>The city council.</u>
Unbudgeted purchases up to and including \$49,999.99	A <u>work system</u> director.	Of \$50,000.00 or more: The city council. Once approved by city council, the authority to approve a monetary

		modification or aggregated eumulative modifications will be determined by the amount of the modified contract or purchase order as set forth in this table.
Unbudgeted purchases of \$50,000.00 or more	The city council by resolution.	Once approved by city council, the authority to approve a monetary modification or aggregated eumulative modifications will be determined by the amount of the modified contract or purchase order as set forth in this table.
Emergency contracts of any amount	The city manager.	The city manager.

(b) *Calculation of contract amount for purposes of approval or modification as set forth in Table 82-62(a). ~~The annual aggregated amount of a contract calculated by fiscal year will be used to calculate the total amount of the contract for purposes of determining who is authorized to approve or modify it under this section. The original contract amount shall be added to the modification or eumulative modifications amount totals when calculating the aggregated monetary modification totals.~~*

(1) *Initial approval.* In the case of a multi-year contract which the city may terminate at or within one year of the beginning of the term of the contract, the amount of the first year of the contract will be used to determine who is authorized to approve ~~or modify~~ the contract. ~~Otherwise, the total amount of the contract will determine who may approve the contract.~~

(2) *Monetary modification.*

- i. ~~For the purpose of determining who may approve a single or aggregated monetary modification, monetary modifications will be aggregated during the term of the contract, including any renewal terms. The initial amount of the contract is not added to the amount of the monetary modification.~~
- ii. ~~If the city council approves a single or aggregated monetary modification during the term of a contract, the approval authority for a monetary modification occurring after that city council approval shall be determined solely on the amount of the subsequent modification. The subsequent modification shall not be aggregated with any monetary modification that occurred before the city council's approval.~~

Example: This hypothetical example illustrates how subsection (2)(ii) should be applied. The initial contract amount in this hypothetical example

is \$250,000.00, but this process applies to a contract of any amount for non-capital improvements. Modifications to capital improvement contracts over \$2,500,000.00 are as shown in Table 82-62(a) above.

The initial term of the contract in the hypothetical example is for one year with four renewal periods. The initial contract is approved by a deputy city manager.

During the first year of the contract, the contractor seeks approval of a monetary modification of \$250,000.00. This modification may be approved by the deputy city manager (the initial contract amount is not considered).

The contractor then seeks approval of a second modification of \$100,000.00. This modification brings the total amount of the modifications to \$350,000.00. This modification may be approved by the city manager.

During the third year of the contract, the contractor seeks approval of a third modification of \$200,000.00. This modification brings the total amount of the modifications to \$550,000.00. This modification must be approved by the city council. Following city council's approval, the aggregated monetary modification amount "resets" to \$0.00, as noted in subsection (2)(ii) above.

During the fourth year of the contract, the contractor seeks approval of a fourth modification of \$250,000.00. Because of the reset provision noted above, the total amount of the modifications is now considered to be \$250,000.00. This modification may be approved by the deputy city manager.

- (3) No cost modification. Notwithstanding the contract amount or initial approver, a work system director, a work system deputy director, city engineer, or water treatment manager may approve a no-cost modification. A no-cost modification means a modification that either reduces or does not increase the total amount of compensation due under the contract.
- (c) *Termination of a contract.* Except as set forth in subsection (f) of this section, only the city manager may terminate a contract. For purposes of this subsection (c), termination shall not include a non-renewal. The city manager or initial approver may authorize a non-renewal.
- (d) *Dividing a contract.* No purchase permitted by this Ordinance shall be divided for the purpose of circumventing the requirements of this section. This includes modifying contracts that would result in circumvention of the requirements of this section.

- (e) *City attorney approval required.* Except for purchase orders, the city attorney must approve all contracts as to form. This includes contracts otherwise excepted from the provisions of this chapter under section 82-3.
- (f) *Special counsel contracts.* The city attorney has the authority of a director to approve and modify contracts. The city council authorizes the city attorney to enter into contracts for compensation to outside or special counsel ~~and~~, investigators, and consultants, and also gives approval for these contracts up to the monetary limit set forth for directors in Table 82-62(a). Contracts for special or outside counsel that exceed this limit shall be submitted by the city attorney to city council for approval by whatever means the city council deems appropriate. The city attorney may terminate a contract with outside or special counsel ~~, or~~ with an investigator, or with a consultant.

Sec. 82-63. Contract formation.

- (a) *Form of contract.* Subject to the limitations of this chapter, the city may use any contract appropriate to the procurement which best promotes the interests of the city. The city attorney shall have the authority to determine the appropriate form and terms of any contract.
- (b) *No indemnification.* In accordance with Section 1 of Article XI of the Colorado Constitution, the city shall not agree to indemnify any third party.
- (c) *Waiver of jury trial.* Any person entering into a contract for the sale or provisions of any type of good, service, or professional service ~~to~~ with the city waives the right to a jury trial related to any contract claim.
- (d) *Ordinances rules, regulations, and orders.* Each contractor shall be responsible for remaining fully informed of and complying with all applicable laws, ordinances, rules, regulations, and orders of the city, county, state, federal or other governmental entities having jurisdiction over the work or otherwise governing or affecting the goods or services supplied to the city under the contract.

Sec. 82-81. ~~Informal a~~ward protest—generally.

- (a) Required. Before filing a formal protest of an award, an aggrieved ~~person~~ bidder must first file an informal award protest notice with the purchasing manager.
- (b) Standing. Only an actual aggrieved bidder ~~who is aggrieved by an award~~ may protest an ~~that~~ award. For purposes of this section, aggrieved bidder means the actual bidder who submitted the bid or a representative thereof, designated in writing, who is aggrieved by the award related to such bid.

Sec. 82-83. Formal award protest—process.

- (a) *Standing.* Only a ~~person bidder~~ aggrieved by the response of the purchasing manager issued under section 82-82(c) may file a formal protest of an award.
- (b) *Deadline for filing formal award protest.* An aggrieved ~~person bidder~~ must file a formal award protest not later than seven days after the date the purchasing manager issued the response to the informal protest as set forth in section 82-82(c).
- (c) *Method of filing formal award protest.* The aggrieved ~~person bidder~~ must file a formal award protest with the city clerk using a form provided by the city. The filing must include a copy of the purchasing manager's written response to the aggrieved ~~person bidder's~~ informal award protest issued under section 82-82(c). The formal award protest form must be complete in all respects when submitted. A protest form that is not complete in all respects or that does not include a copy of the purchasing manager's written response shall be promptly returned ~~by the clerk~~ to the aggrieved ~~person bidder by the clerk~~. An aggrieved ~~person bidder~~ may correct and resubmit a protest form. ~~deemed incomplete by the clerk, and the clerk shall accept it, if~~ the resubmitted form is complete and submitted to the clerk within the deadline set forth in subsection (b) of this section, the clerk shall accept it. However, if an aggrieved bidder fails to correct and resubmit the protest form, the bidder is deemed to have waived their right to file a bid award protest.
- (d) *Employee actions.* Once a completed formal award protest form has been timely submitted to the city clerk, the clerk shall notify the purchasing manager and the city manager of receipt of the protest. The purchasing manager shall, not later than seven days after submission of the completed formal protest form, file with the city manager all relevant documentation relating to the award, and may also submit to the city manager a statement summarizing the city's actions and Code provisions relevant to the matter.
- (e) *Authority to settle matter or determine formal protest.* With the approval of the city attorney, the city manager is authorized to review and settle a protest of a bid award, and to issue a decision related to a bid award protest.
- (f) *Issue; materiality.* The issue before the city manager in a formal award protest is whether an aggrieved ~~person bidder~~ with standing has demonstrated by substantial and competent evidence that the bid award process violated the Code or other applicable law. For purposes of determining the outcome of a protest, an administrative or clerical error, or a defect that is not material to the award or that may be corrected by the city, shall not be considered a violation of the Code.
- (1) *City manager's responsibilities.* In evaluating a formal protest, the city manager shall review all information submitted by the aggrieved ~~person bidder~~ and the purchasing manager, and may ask the aggrieved ~~person bidder~~ or the purchasing manager for more information. Any such request and response shall be made a part of the record. The city manager may ~~take into account~~ consider any relevant procurement information, any relevant information provided by the aggrieved ~~person bidder~~ or the purchasing manager, and also may notice any other relevant fact or circumstance.

(g) *Decision.* The city manager shall, not later than 21 days after submission of the completed formal award protest form, issue a written decision on the protest. The decision must contain the reason or reasons for the decision, as well as a description of the remedy, if applicable. The decision must set forth appeal rights, if any. The decision must be furnished to the aggrieved ~~person~~ bidder in writing. Should the city manager fail to issue a written decision on the protest within the time frame set forth herein, the protest shall be deemed denied, and the aggrieved ~~person~~ bidder may proceed as if an adverse decision has been received.

(h) *Delay of award.* If a formal award protest is timely filed by an aggrieved bidder ~~person~~ with standing, the award process may not proceed until the city manager has either issued a written decision on the protest or failed to issue a decision as set forth in subsection (g) of this section.

Exception: If the city manager determines work related to the contested award is necessary to protect substantial city interests, the city manager may order the award process and work to proceed despite the filing of a formal protest. The city manager shall make a written finding to this effect. The city manager shall notify the aggrieved ~~person~~ bidder that the award process and work will proceed, and also that the formal protest will proceed.

(i) *Effect of failure to file formal award protest.* Failure of an aggrieved bidder ~~claimant~~ to timely file a formal award protest claim shall be deemed a waiver of the protest ~~contract~~ claim.

(j) *Appeal.* The city manager's decision, or a denial of a protest as a result of the city manager's failure to issue a written decision, shall be considered a final agency decision. An appeal of the city manager's decision may proceed under Rule 106 of the Colorado Rules of Civil Procedure.



REPORT TO CITY COUNCIL ORDINANCE FIRST READING

AGENDA ITEM
8.C.2.

TO: THE HONORABLE CITY COUNCIL

DATE: December 2, 2025

SUBJECT: CB25-029, An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2025 (Public Hearing to be set for December 16, 2025 at 6:15 p.m.)

Report in Brief

Presenter: Bryan Archer, Chief Financial Officer

The attached ordinance is the final process to ensure that all Funds will end the year within their legally approved limits. The original budget of \$366,624,299 was approved by the City Council in October 2024.

The carryover ordinance approved by the City Council in April 2025 increased the total appropriation by \$163,901,161, bringing the current budget to \$530,525,460. This ordinance requests that City Council approve a final clean-up ordinance that will add an additional \$13,273,501 to the budget, bringing the total appropriation to \$543,798,961.

The Arvada team recommends that the City Council approve CB25-029, An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2025 on first reading, ordered published in full and a public hearing set for December 16, 2025 at 6:15 P.M.

Financial Impact

The overall increase in the 2025 appropriation is \$13,273,501 and will bring the total appropriation to \$543,798,961. Increased revenues or sufficient reserves exist to cover each of the budgeted items. The final modification to the budget will ensure each fund does not exceed its legally adopted appropriation.

Background

The budget is an ongoing process throughout the year. It begins eight months prior to the beginning of the fiscal year. Throughout any given budget year, many things can change. Most of these changes can be accommodated within the appropriation that the City Council adopts. Other changes, such as grants and extraordinary expenditures, require City Council approval.

At the beginning of the year, there may be items that were not contemplated in the prior year and must be re-appropriated. This is referred to as the "Carry-Forward" ordinance. This usually comes to the City Council in the first quarter of the year and increases the total appropriation. Throughout the year, the City Council also adopts resolutions approving the acceptance of grants and other types of arrangements. Resolutions inform the City Council of changes. However, the budget may only be legally increased through the adoption of an ordinance. The final way to modify the budget is to adopt a final ordinance near the end of the year. This ordinance is often referred to as the "Clean-up" ordinance.

Discussion

This ordinance will increase the appropriation in 18 funds.

The attached table provides a summary of the history of the adjustments made to each fund in 2025. The following information summarizes the adjustments by Fund:

General Fund \$1,808,782

An increase of \$1,625,000 is needed for additional funding to the Arvada Center. This is funded from General Fund reserves.

An increase of \$1,500 is needed for a safety culture award from the Risk Management Fund. This is funded by a transfer from the Risk Management Fund.

An increase of \$40,000 is needed for increased credit card fees in the Community and Economic Development worksystem. This is funded from increased General Fund revenues.

An increase of \$70,000 is needed for election costs that were not carried over from 2024. This is funded from General Fund reserves.

An increase of \$48,672 is needed for the facilities master plan. This is funded by a transfer from the Capital Improvement Fund.

An increase of \$23,610 is needed for items budgeted in 2024 and received in 2025 but were not carried forward earlier in 2025. This is funded from General Fund reserves.

Conservation Trust Fund \$1,080,000

An increase of \$1,080,000 is needed for the Long Lake turf replacement project transfer to the Capital Improvement Fund. This is funded from fund reserves.

Street Maintenance (Pavement Management) Fund \$400,000

An increase of \$400,000 is needed as this was not included in the carryover from 2024, this funding came from additional grant funds.

Community Development Fund \$2,675,000

An increase of \$1,440,000 is needed for the paint-a-thon, beyond home renovation and the essential home repair programs. This is funded by additional grant funding.

An increase of \$235,000 is needed for a transfer to the Capital Improvement Fund for the Gold Strike Park project. This is funded from reserves.

An increase of \$1,000,000 is needed for the affordable housing loan program. This is funded by grant funding.

Arvada Housing Authority Fund \$1,575,000

An increase of \$1,575,000 is needed for the housing rental assistance program. This is funded by additional grant funding.

Parks Fund \$4,000

An increase of \$4,000 is needed for safety culture awards from the Risk Management Fund. This is funded by a transfer from the Risk Management Fund.

Police Seizure Fund \$34,700

An increase of \$34,700 is needed for the purchase of SWAT supplies and rifles. This is funded by seizure receipts.

Police Tax Increment .21 Fund \$95,766

An increase of \$40,281 is needed for the law enforcement administrative conference and various items sold to others. This is funded by reimbursements from other entities.

An increase of \$10,440 is needed for software purchased. This is funded by additional grants received.

An increase of \$45,045 is needed for items budgeted in 2024 and received in 2025 but were not carried forward earlier in 2025. This is funded from fund reserves.

Police Tax Increment .25 Fund \$165,297

An increase of \$165,297 is needed for various items funded by grant funding.

Capital Improvement Project Fund \$1,685,762

An increase of \$89,280 is needed for the Ralston Triangle project. This is funded by AURA.

An increase of \$1,080,000 is needed for the Long Lake Synthetic Turf Project. This is funded by a transfer from the Conservation Trust Fund.

An increase of \$320,000 is needed for the Danny Kendrick Park. This is funded by a transfer from the Wastewater Fund due to work done in the park during the trunk line replacement project.

An increase of \$160,000 for the Police Department Incenerator project. This is funded by an approved one-time transfer from the General Fund.

An increase of \$36,482 is needed for additional costs on the Ralston Road Phase I project. This is funded from a settlement received for the project.

Construction Fund \$2,054,087

An increase of \$2,054,087 is needed for the West 72nd Avenue project. This funding is from investment income received for 2024 and not previously appropriated.

Water Fund \$10,007

An increase of \$10,700 is needed for the Canyon Pines project. This is funded by a reimbursement received for the project.

Wastewater Fund \$6,000

An increase of \$6,000 is needed for safety culture awards from the Risk Management Fund. This is funded by a transfer from the Risk Management Fund.

Golf Fund \$371,100

An increase of \$20,100 is needed for a greens' roller. This is funded from additional revenues.

An increase of \$46,000 is needed for a transfer to the General Fund for expenses paid by the General Fund. This is funded from additional revenues.

An increase of \$25,000 is needed for increased credit card fees. This is funded from additional revenues.

An increase of \$185,000 is needed for additional help due to staffing transitions. This is funded from additional revenues.

An increase of \$45,000 is needed for additional inventory at Lake Arbor. This is funded from additional revenues.

An increase of \$40,000 is needed for artificial tree improvements at West Woods. This is funded from additional revenues.

An increase of \$10,000 is needed for the Lake Arbor master plan topographical drone survey. This is funded from additional revenues.

Solid Waste Fund \$365,000

An increase of \$365,000 is needed for the residential waste and recycling contract increase. This is funded by additional revenues.

Insurance Fund \$650,000

An increase of \$280,000 is needed for legal settlements. This is funded from fund reserves.

An increase of \$165,000 is needed for an increase in workers' compensation claims. This is funded from fund reserves.

An increase of \$205,000 is needed for an increase in property claims. This is funded from fund reserves.

Computer Replacement (Technology) Fund \$136,000

An increase of \$136,000 is needed for the workstation replacement project. This is funded by a transfer from the General Fund.

Building Fund \$157,000

An increase of \$157,000 is needed for the Community Table renovation project. This is funded by a transfer from the Capital Improvent Project Fund.

Public Contact

Posting of the City Council Agenda.

Commission Recommendation

N/A

Strategic Alignment

The Ordinance supports the following principle within the Organizational and Service Effectiveness Priority area within the City Council Strategic Plan.

"Provides a well-managed fiscally responsible government that operates effectively and efficiently while identifying revenue requirements to sustain current service levels and achieve future requested levels of service"

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve CB25-029, An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2025 on first reading, ordered published in full and a public hearing scheduled for December 16, 2025 at 6:15 P.M.

Suggested Motion:

I move that CB25-029, An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2025, be (approved on first reading, ordered published in full, and a public hearing set for December 16, 2025, at 6:15 p.m.) (rejected).

Prepared by:

Debra Nielson, Deputy Director of Finance

Reviewed by:

Approved by:

Jenna Belec, Executive Assistant	11/10/2025
Bryan Archer, Chief Financial Officer	11/10/2025
Gail Walker, Legal Specialist-Contracts	11/10/2025
Megan McCall, Assistant City Attorney II	11/12/2025
Rachel Morris, City Attorney	11/13/2025
Linda Haley, Deputy City Manager	11/13/2025
Don Wick, City Manager	11/13/2025

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 25-029
ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN ADDITIONAL APPROPRIATION
FOR FISCAL YEAR 2025

WHEREAS, the City Council of the City of Arvada adopted Ordinance No. 4881 (Council Bill No. 24-015), which authorized the annual appropriation for Fiscal Year 2025; and

WHEREAS, Section 10.8(a) of the Arvada Home Rule Charter provides that City Council may make additional appropriations by Ordinance during the fiscal year for unanticipated expenditures required of the City; and

WHEREAS, the City Council of the City of Arvada finds that an additional appropriation is necessary in order for the City to meet unanticipated expenditures; and

WHEREAS, the City Council of the City of Arvada further finds that such additional expenditures and budgeted expenses do not exceed budgeted revenues and reserves for Fiscal Year 2025.

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

Section 1. The following sums of money as may be needed or deemed necessary to defray the expenses and liabilities of the City of Arvada are hereby appropriated for Fiscal Year 2025.

City of Arvada Final Appropriation

Fund	Final Budget
General Fund	\$139,218,012
Conservation Trust Fund	\$1,275,717
Street Maintenance Fund	\$16,480,482
Community Development Fund	\$8,772,200
Housing Authority Fund	\$10,487,140
Emergency Fund	\$109,910
Parks Fund	\$15,436,622
Police Seizure	\$68,062
Police Tax Increment Fund .21	\$8,806,313
Police Tax Increment Fund .25	\$9,890,022
Debt Service	\$5,800,280
COP Debt Service Fund	\$1,975,378

Capital Improvement Projects Fund	\$19,672,400
Construction Fund	\$3,956,455
Water Fund	\$181,354,495
Wastewater Fund	\$68,121,075
Golf Course Fund	\$10,398,556
Stormwater Fund	\$7,327,843
Solid Waste Fund	\$5,350,782
Insurance Fund	\$4,768,723
Computer Replacement Fund	\$11,512,596
Print Shop	\$408,699
Vehicle Fund	\$10,573,601
Building Fund	\$2,033,598
Total Appropriation	\$543,798,961

Section 2. This Ordinance shall take effect five days after publication following final passage.

INTRODUCED, READ, AND ORDERED PUBLISHED this 2nd day of December, 2025.

PASSED, ADOPTED, AND APPROVED this ____ day of December, 2025.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

By: _____

Publication Dates: December 4, 2025



REPORT TO CITY COUNCIL ORDINANCE FIRST READING

AGENDA ITEM
8.C.3.

TO: THE HONORABLE CITY COUNCIL

DATE: December 2, 2025

SUBJECT: CB25-030, An Ordinance Rezoning Certain Land Within the City of Arvada, Candelas Point Block 3 from City of Arvada PUD (Planned Unit Development) to City of Arvada R13 (Residential, 13) and Amending the Official Zoning Maps of the City of Arvada, Colorado, A 4.86 Acre Parcel of Land Located at the Southwest Corner of W 92nd Drive and Wilkerson Court (Public Hearing to be set for December 16, 2025 at 6:15 p.m.)

Report in Brief

The applicant is requesting approval of a Rezoning from PUD to R13 (Residential, 13) on a vacant site for the future development of 52 townhomes.

The Arvada Team recommends that the City Council approve CB25-030, An Ordinance Rezoning Certain Land Within the City of Arvada, Candelas Point Block 3 from City of Arvada PUD (Planned Unit Development) to City of Arvada R13 (Residential, 13) and Amending the Official Zoning Maps of the City of Arvada, Colorado, A 4.86 Acre Parcel of Land Located at the Southwest Corner of W 92nd Drive and Wilkerson Court.

Financial Impact

There will be no Financial Impact to the City of Arvada.

Background

The applicant is requesting approval of a Major Comprehensive Plan Amendment from Mixed-Use to Medium Density Residential and a Rezoning from PUD to R13 (Residential, 13) on a vacant site for the future development of 52 townhomes. If the Comprehensive Plan Amendment and Rezoning are approved, a Site Plan and Minor Subdivision application will later be reviewed administratively.

The site is located at the northwest corner of SH 72 and Wilkerson Court and is currently vacant and undeveloped. The property is zoned Planned Unit Development (PUD-BPR) which allows for business, professional, and residential development with a minimum density of 12 to a maximum density of 30 dwelling units per acre. The applicant proposes 52 townhome units with a density of 10.7 units per acre on the 4.86-acre parcel. The rezoning concept plan proposes a central park space. The site will have two access points, from W 92nd Dr. and Wilkerson Ct. with internal private drives. A trail connection to Little Dry Creek Trail will be provided. Prior to the formal Development Application, a neighborhood meeting was held on May 14, 2025.

Discussion

Div. 8-3-4 Zoning and Rezoning Approval Criteria	Finding	Rationale
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SUBJECT: CB25-030, An Ordinance Rezoning Certain Land Within the City of Arvada, Candelas Point Block 3 from City of Arvada PUD (Planned Unit Development) to City of Arvada R13 (Residential, 13) and Amending the Official Zoning Maps of the City of Arvada, Colorado, A 4.86 Acre Parcel of Land Located at the Southwest Corner of W 92nd Drive and Wilkerson Court (Public Hearing to be set for December 16, 2025 at 6:15 p.m.)

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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	The rezoning to R13 is consistent with the Comprehensive Plan, if amended to the Medium Density Residential designation on the Future Land Use map. The site's current PUD-BPR zoning allows a mix of uses but has not developed as envisioned. Rezoning to R13 supports the City's vision for a vibrant, walkable communities and transitional medium density housing between the single-family detached housing and the commercial to the west, as well as the future library to the north.
2. The intended land use is consistent with the stated intent of the proposed zoning district.	Complies	The intended use for townhomes with up to 13 dwelling units per acre is consistent with the R13 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	All public facilities and services are available to service to the site. Additional infrastructure necessary to service the site will be constructed after approval of the Site Plan and Minor Subdivision.
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	The intended land use will not result in significant adverse impacts.
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	The rezoning is consistent and will encourage the policies and intent of the Comprehensive Plan to allow for transitions between adjoining land uses. The Medium Density Residential housing type will allow a transitional buffer between the single-family to the east and the higher intensity industrial use of the XCEL substation as well as the commercial to the west.

Public Contact

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.

A neighborhood meeting was held from 6:00 p.m. to 7:00 p.m. on May 14, 2025, at the Candelas Swim and Fitness Club

SUBJECT: CB25-030, An Ordinance Rezoning Certain Land Within the City of Arvada, Candelas Point Block 3 from City of Arvada PUD (Planned Unit Development) to City of Arvada R13 (Residential, 13) and Amending the Official Zoning Maps of the City of Arvada, Colorado, A 4.86 Acre Parcel of Land Located at the Southwest Corner of W 92nd Drive and Wilkerson Court (Public Hearing to be set for December 16, 2025 at 6:15 p.m.)

PAGE: 3
ITEM: 8.C.3.

(19865 W. 94th Ave.). Property owners within 1,000 feet of the project site were notified via a mailing consistent with the LDC requirements. Eleven individuals from the public were in attendance. The applicant team included representatives from Norris Design, Martin/Martin, and the Jefferson Center Metro District. Senior Planner Julia Duncan attended on behalf of the City of Arvada.

During the meeting, the development team delivered a brief presentation on the project. The concerns raised included school overcrowding, infrastructure challenges, SH 72 existing speeding issues, site access. and wanting community involvement in future entitlement requests, specifically Site Planning.

Commission Recommendation

The Planning Commission voted 6 to 0 to recommend approval of the rezoning request during the November 5th meeting.

Strategic Alignment

The project is consistent with the City Council Strategic Plan principles for the Community and Economic Development work system. The project aligns with CED5 in the Strategic Plan by providing robust and efficient services that facilitate the development of diverse housing stock. The project increases housing supply on a currently unutilized site within an existing community with both residential and commercial uses, including new retail, the future Jefferson County Library, and a fire station.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve CB25-030, An Ordinance Rezoning Certain Land Within the City of Arvada, Candelas Point Block 3 from City of Arvada PUD (Planned Unit Development) to City of Arvada R13 (Residential, 13) and Amending the Official Zoning Maps of the City of Arvada, Colorado, A 4.86 Acre Parcel of Land Located at the Southwest Corner of W 92nd Drive and Wilkerson Court.

Suggested Motion:

I move that CB25-030, An Ordinance Rezoning Certain Land Within the City of Arvada, Candelas Point Block 3 from City of Arvada PUD (Planned Unit Development) to City of Arvada R13 (Residential, 13) and Amending the Official Zoning Maps of the City of Arvada, Colorado, A 4.86 Acre Parcel of Land Located at the Southwest Corner of W 92nd Drive and Wilkerson Court, be (approved on first reading, ordered published in full and a public hearing date be set for December 16, 2025 at 6:15 p.m.) (rejected).

Prepared by:
Heidi Van Gieson, Administrative Specialist

Reviewed by:

Approved by:

Josie Suk, Development Systems and Administrative Manager

11/11/2025

SUBJECT: CB25-030, An Ordinance Rezoning Certain Land Within the City of Arvada, Candelas Point Block 3 from City of Arvada PUD (Planned Unit Development) to City of Arvada R13 (Residential, 13) and Amending the Official Zoning Maps of the City of Arvada, Colorado, A 4.86 Acre Parcel of Land Located at the Southwest Corner of W 92nd Drive and Wilkerson Court (Public Hearing to be set for December 16, 2025 at 6:15 p.m.)

PAGE: 4
ITEM: 8.C.3.

Julia Duncan, Senior Planner	11/11/2025
Rob Smetana, Planning Manager	11/11/2025
Jessica Garner, Director of Community and Economic Development	11/11/2025
Gail Walker, Legal Specialist-Contracts	11/11/2025
Kelsy Sargent, Assistant City Attorney	11/11/2025
Rachel Morris, City Attorney	11/17/2025
Allison Scheck, Deputy City Manager	11/17/2025
Don Wick, City Manager	11/18/2025

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 25-030
ORDINANCE NO.

AN ORDINANCE REZONING CERTAIN LAND WITHIN THE CITY OF ARVADA,
CANDELAS POINT BLOCK 3 FROM CITY OF ARVADA PUD (PLANNED UNIT
DEVELOPMENT) TO CITY OF ARVADA R13 (RESIDENTIAL, 13) AND
AMENDING THE OFFICIAL ZONING MAPS OF THE CITY OF ARVADA,
COLORADO, A 4.86 ACRE PARCEL OF LAND LOCATED AT THE SOUTHWEST
CORNER OF W 92nd DRIVE AND WILKERSON COURT

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

Section 1. The following described property is hereby rezoned from City of Arvada PUD
(Planned Unit Development) to City of Arvada R13 (Residential, 13).

LOCATED AT THE SOUTHWEST CORNER OF W 92nd DRIVE AND WILKERSON
COURT 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 2nd day of December, 2025.

PASSED, ADOPTED, AND APPROVED this _____ day of _____, 2025.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

By: _____

Publication Dates: December 4, 2025

Exhibit A

AN ORDINANCE REZONING CERTAIN LAND WITHIN THE CITY OF ARVADA, CANDELAS POINT BLOCK 3 FROM CITY OF ARVADA PUD (PLANNED UNIT DEVELOPMENT TO CITY OF ARVADA R13 (RESIDENTIAL, 13). AND AMENDING THE OFFICIAL ZONING MAPS OF THE CITY OF ARVADA, COLORADO, A 4.86 ACRE PARCEL OF LAND LOCATED AT THE SOUTHWEST CORNER OF W 92nd DRIVE AND WILKERSON COURT

EXHIBIT A LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF JEFFERSON, STATE OF COLORADO, AND IS DESCRIBED AS FOLLOWS:

Lot 1, Block 3,
Candelas Commercial Filing No. 2, according to the plat recorded July 20, 2018 at [Reception No. 2018066172](#).
County of Jefferson, State of Colorado.

For Informational Purposes Only

Tax ID No.: 300509494 / 20-232-01-016

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C170B ALTA Commitment for Title Insurance (Effective 7-1-21)

Page 3

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This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

Rec# 20180616172

07/20/2018

12:31:50 PM

County of Jefferson

State of Colorado

\$63.00

FINAL PLAT

LEGAL DESCRIPTION AND DEDICATION

THE UNDERSIGNED, BEING THE OWNERS OF A PARCEL OF LAND SITUATED IN SECTION 22 AND SECTION 23, T.2S., R.70W., OF THE 6TH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF LOT A, BLOCK 1, VAUXMONT MINOR SUBDIVISION NO. 3, RECORDED IN RECEPTION NO. 2015130012 OF THE JEFFERSON COUNTY CLERK AND RECORDER OFFICE

PARCEL CONTAINS 7,263.791 SQUARE FEET OR 167.462 ACRES MORE OR LESS.

HAVE LAID OUT, PLATTED, AND SUBDIVIDED THE ABOVE DESCRIBED LAND, UNDER THE NAME AND STYLE OF CANDELAS COMMERCIAL FILING NO. 2, AND HEREBY DEDICATE TO THE CITY OF ARVADA IN FEE SIMPLE, EXCEPT THOSE OF PRIVATE, THE STREETS AND PUBLIC WAYS AS SHOWN ON THE PLAT, AND GRANTS TO THE CITY OF ARVADA SUCH NON-PRIVATE EASEMENTS AS ARE CREATED HEREBY AND DEPICTED OR BY NOTE REFERENCED HEREON, ALONG WITH THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE WATERS, TRANSMISSION LINES, SERVICE LINES, AND APPURTENANCES, EITHER DIRECTLY OR THROUGH THE VARIOUS APPLICABLE SERVICE PROVIDERS AS MAY BE NECESSARY TO ACCOMPLISH THE INTENDED PURPOSES OF SUCH EASEMENT. UNLESS MORE SPECIFICALLY NOTED BY NOTE HEREON, UTILITY SHALL MEAN SEWER, WATER, GAS, ELECTRICITY, GAS, TELEPHONE, CABLE AND OTHER TELECOMMUNICATION FACILITIES. FOR PURPOSES OF ANY EASEMENTS HEREON LABELED AS EXCLUSIVE, EXCLUSIVE SHALL MEAN NO OTHER EASEMENT SHALL BE GRANTED TO AN INDIVIDUAL OR ENTITY OTHER THAN THE CITY OF ARVADA SO AS TO OCCUPY THE SAME OR ANY PORTION OF THE SAME AREA WITHOUT THE CITY OF ARVADA'S EXPRESS WRITTEN PERMISSION; EXCEPT HOWEVER, OTHER EASEMENTS MAY BE ALLOWED TO CROSS AT SUBSTANTIALLY RIGHT ANGLES.

OWNER:

CHAMRON COMMERCIAL, LLC,
A COLORADO LIMITED LIABILITY COMPANY

BY: CHAMRON HOLDING COMPANY, LLC, A COLORADO LIMITED LIABILITY COMPANY,
ITS MANAGING MEMBER

BY: *Gregory A. Bradley*
GREGORY A. BRADLEY, MANAGER

BY: *Jeffrey L. Moring*
JEFFREY L. MORING, MANAGER

NOTARY:

STATE OF COLORADO)
COUNTY OF Jefferson) SS.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 18 DAY OF July, 2018, BY GREGORY A. BRADLEY, MANAGER OF CHAMRON HOLDING COMPANY, LLC, A COLORADO LIMITED LIABILITY COMPANY, MANAGING MEMBER OF CHAMRON COMMERCIAL, LLC, A COLORADO LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: 8-23-18

STEPHANIE L. HUSS
NOTARY PUBLIC

STATE OF COLORADO)
COUNTY OF Jefferson) SS.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 18 DAY OF July, 2018, BY GREGORY A. BRADLEY, MANAGER OF CHAMRON HOLDING COMPANY, LLC, A COLORADO LIMITED LIABILITY COMPANY, MANAGING MEMBER OF CHAMRON COMMERCIAL, LLC, A COLORADO LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: 8-23-18

STEPHANIE L. HUSS
NOTARY PUBLIC

STATE OF COLORADO)
COUNTY OF Jefferson) SS.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 18 DAY OF July, 2018, BY JEFFREY L. MORING, MANAGER OF CHAMRON HOLDING COMPANY, LLC, A COLORADO LIMITED LIABILITY COMPANY, MANAGING MEMBER OF CHAMRON COMMERCIAL, LLC, A COLORADO LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: 8-23-18

STEPHANIE L. HUSS
NOTARY PUBLIC

TITLE CERTIFICATION

AN AUTHORIZED REPRESENTATIVE OF FIRST AMERICAN TITLE INSURANCE COMPANY, HERINA CORPORATION DULY FORMED AND EXISTING, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE OF ALL LANDS HEREON ABOVE INDICATED AND SHOWN UPON THE WITHIN PLAT AS PUBLIC WAYS AND EASEMENTS AND THAT THE TITLE TO SUCH LANDS IS THAT OF THE EJECTORS, FREE AND CLEAR OF ANY ENCUMBRANCES, EXCEPT AS SET FORTH IN TITLE COMMITMENT FILE NO. 84868-CF.

SIGNED AND DATED THIS 18th DAY OF July, 2018

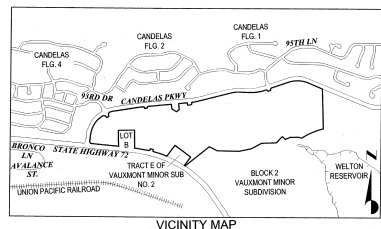
FIRST AMERICAN TITLE INSURANCE COMPANY

NAME: *Y. B. S. S. S. S.*

TITLE: *Y. B. S. S. S. S.*

CANDELAS COMMERCIAL FILING NO. 2

A REPLAT OF LOT A, BLOCK 1, VAUXMONT MINOR SUBDIVISION 3, A PARCEL OF LAND SITUATED IN THE SECTION 22 AND 23, T2S, R70W OF THE 6TH P.M. CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO



OVERALL LAND SUMMARY TABLE					
TYPE	AREA	% OF TOTAL AREA	USE	OWNERSHIP	MAINTENANCE
BLOCKS	6,944.94 SQ. FT.	95%	COMMERCIAL	PRIVATE	BY OWNER
TRACTS	135.07 SQ. FT.	2%	COMMERCIAL	JCMD	JCMD
PUBLIC R.O.W.	213.78 SQ. FT.	3%	PUBLIC R.O.W.	CITY OF ARVADA	CITY OF ARVADA
TOTAL	7,293.791 SQ. FT.	100%			

DETAILED LAND SUMMARY TABLE					
TRACT	AREA	USE	OWNERSHIP	MAINTENANCE	
BLOCK 1, LOT 1	181,539 SQ. FT.	COMMERCIAL	PRIVATE	BY OWNER	
BLOCK 1, LOT 2	48,312 SQ. FT.	COMMERCIAL	PRIVATE	BY OWNER	
BLOCK 1, LOT 3	71,544 SQ. FT.	COMMERCIAL	PRIVATE	BY OWNER	
BLOCK 1, LOT 4	78,518 SQ. FT.	COMMERCIAL	PRIVATE	BY OWNER	
BLOCK 2, LOT 1	215,642 SQ. FT.	COMMERCIAL	PRIVATE	BY OWNER	
BLOCK 2, LOT 2	182,717 SQ. FT.	COMMERCIAL	PRIVATE	BY OWNER	
BLOCK 3, LOT 1	211,733 SQ. FT.	COMMERCIAL	PRIVATE	BY OWNER	
BLOCK 3, LOT 2	26,703 SQ. FT.	COMMERCIAL	PRIVATE	BY OWNER	
BLOCK 4	124,485 SQ. FT.	COMMERCIAL	PRIVATE	BY OWNER	
BLOCK 5	5,788,720 SQ. FT.	COMMERCIAL	PRIVATE	BY OWNER	
TRACT A DETENTION POND	135,067 SQ. FT.	COMMERCIAL	JCMD	JCMD	
STREETS	213,780 SQ. FT.	PUBLIC R.O.W.	CITY OF ARVADA	CITY OF ARVADA	
TOTAL	7,293,791 SQ. FT.				

OWNER INTENDS TO CONVEY TRACT A TO JEFFERSON CENTER METROPOLITAN DISTRICT NO. 1 (JCMD). OWNERSHIP AND MAINTENANCE WILL BE BY JCMD, ITS SUCCESSORS AND ASSIGNS.

SHEET INDEX:

- SHEET 1: LEGAL DESCRIPTION, PLAT NOTES, LAND USE TABLES
- SHEET 2: AREA DETAILS, LINE TABLES & CURVE TABLES
- SHEET 3: BLOCKS 1, 2, 3, 4 & TRACT A BOUNDARY & EASEMENT
- SHEET 4: BLOCK 5 BOUNDARY & EASEMENTS & RIGHT OF WAY DETAIL
- SHEET 5: BLOCK 5 BOUNDARY & EASEMENTS

GENERAL NOTES:

- ALL LINEAL MEASUREMENTS SHOWN ARE GROUND DISTANCES AND U.S. SURVEY FEET.
- NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.
- BASIS OF BEARINGS: BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 23, T.2S., R.70W., OF THE 6TH P.M. BEING MONUMENT ON THE NORTH BY A 2.5" PIPE WITH A 3.25" ALUMINUM CAP, STAMPED "PLS 17477" AND ON THE SOUTH BY A 3.25" ALUMINUM CAP, STAMPED "PLS 17047" AND CONSIDERED TO BEAR S17°10'42"E, A DISTANCE OF 2882.02'.
- EXISTING EASEMENTS AND CONDITIONS ARE BASED ON TITLE COMMITMENT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 84868-CF, WITH EFFECTIVE DATE OF 8/20/21, 2018 AT 5:59 PM.
- PROPERTY IS SUBJECT TO EASEMENTS, NOTES, COVENANTS, RESTRICTIONS AND RIGHTS-OF-WAY AS SHOWN ON THE PLAT OF VAUXMONT MINOR SUBDIVISION, RECORDED JANUARY 4, 2004 AT RECEPTION NO. 20000889.
- THE PROPERTY IS SUBJECT TO THE TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS SPECIFIED UNDER THE FIRST AMENDMENT TO NONBUTRY GROUNDWATER PURCHASE AGREEMENT RECORDED MAY 11, 2006 AT RECEPTION NO. 20060637.
- THE PROPERTY IS SUBJECT TO THE TERMS, CONDITIONS, PROVISIONS, AND OBLIGATIONS SET OUT IN DEVELOPMENT AGREEMENT PERTAINING TO VESTED RIGHTS FOR VAUXMONT RECORDED NOVEMBER 8, 2005 AT RECEPTION NO. 200511022, AND FIRST AMENDMENT RECORDED SEPTEMBER 20, 2010 AT RECEPTION NO. 201009148 AND SECOND AMENDMENT RECORDED JULY 30, 2015 AT RECEPTION NO. 201507966.
- THE PROPERTY MAY BE SUBJECT TO UNDERGROUND NATURAL GAS TRANSMISSION LINES AS DISCLOSED BY MAP RECORDED SEPTEMBER 30, 1981 AT RECEPTION NO. 8107819. THE MAP IS AMBIGUOUS AND DOES NOT CLEARLY DEPICT THE ACTUAL GAS LINE LOCATIONS; HOWEVER THE SUBJECT PROPERTY IS LOCATED WITHIN THE MAP AREA DEPICTED.
- THE STORM WATER DETENTION AREA (TRACT A) SHOWN HEREON (ON EASEMENT OVER TRACT A HEREBY GRANTED TO THE CITY OF ARVADA FOR SUCH PURPOSES) SHALL BE CONSTRUCTED AND MAINTAINED BY JCMD AND SUBSEQUENT OWNERS, HEIRS, SUCCESSORS AND ASSIGNS. IN THE EVENT THAT SAID CONSTRUCTION AND MAINTENANCE IS NOT PERFORMED BY SAID OWNER, THE CITY OF ARVADA SHALL, WITHOUT WAIVING ANY OTHER RIGHTS AVAILABLE TO IT HAVE THE RIGHT TO PERFORM THE NECESSARY WORK, THE COST OF WHICH SAID OWNER, HEIRS, SUCCESSORS, AND ASSIGNS AGREES TO PAY UPON BILLING.
- NO BUILDING OR STRUCTURE SHALL BE CONSTRUCTED WITHIN THE STORM WATER DETENTION EASEMENT AND NO CHANGES OR ALTERATIONS AFFECTING THE HYDRAULIC CHARACTERISTICS OF THE DETENTION AREA WILL BE MADE WITHOUT THE APPROVAL OF THE CITY OF ARVADA.
- A PORTION OF THE PROPERTY IS SUBJECT TO THE RIGHT OF WAY FOR DITCHES AND CANALS AS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN THE UNITED STATES PATENT RECORDED JUNE 9, 1911 IN BOOK 118, PAGE 489 (SOUTH 1/2 OF THE NORTHWEST 1/4 & SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 22, T.2S., R.70W. OF THE 6TH P.M.).
- THE FOLLOWING EASEMENT IS PLOTTED HEREON AND IS SHOWN ON THE VAUXMONT MINOR SUBDIVISION FILING NO. 3, BUT IS NOT IN TITLE COMMITMENT BOOK 2521, PAGE 438 FOR A 20" GAS PIPELINE.
- THE FOLLOWING EASEMENT IS PLOTTED HEREON AND IS SHOWN ON THE VAUXMONT MINOR SUBDIVISION FILING NO. 3, BUT IS NOT IN TITLE COMMITMENT BOOK 1837, PAGE 6 FOR A VARIABLE WIDTH UTILITY EASEMENT FOR TRANSMISSION LINE TO PISCOS.
- THE FOLLOWING EASEMENT IS PLOTTED HEREON AND IS SHOWN ON THE VAUXMONT MINOR SUBDIVISION FILING NO. 3, BUT IS NOT IN TITLE COMMITMENT: REC. NO. 84191023 & F12056 FOR A 30" FURNACE WATER EASEMENT.
- THE FOLLOWING EASEMENT IS NOTED ON THE VAUXMONT MINOR SUBDIVISION FILING NO. 2, BUT IS NOT IN TITLE COMMITMENT: VENOR LOOK TO EXTRACT OR REMOVE ONE AS RESERVED IN THE UNITED STATES PATENT RECORDED JANUARY 19, 1981 IN BOOK 22 AT PAGE 296.
- INDIVIDUAL LOTS MUST DEDICATE WATER QUALITY EASEMENTS IN THE FUTURE BY SEPARATE DOCUMENT AS REQUIRED BY THE CITY.
- PRIOR TO THE ISSUANCE OF ANY BUILDING PERMITS, THE OWNER AND/OR DEVELOPER OF THE EAST PORTION OF BLOCK 5 WILL BE REQUIRED TO PROVIDE THAT CITY APPROVED WATER QUALITY DETENTION SYSTEMS AND RUN-OFF PLANS ARE IN PLACE TO MITIGATE STORM WATER DRAINAGE AND RUNOFF BOTH DURING AND AFTER CONSTRUCTION THAT MAY DIRECTLY IMPACT WELTON RESERVOIR.

SURVEYOR'S CERTIFICATE:

I, BRIAN J. DENNIS, BEING A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THE SURVEY ON WHICH IT IS BASED UPON IS ACCURATELY REPRESENTED ON THIS PLAT AND THE MONUMENTS FOUND, OR SET ARE AS SHOWN HEREON.

BRIAN J. DENNIS
COLORADO PROFESSIONAL LAND SURVEYOR NO. 38018
FOR AND ON BEHALF OF GALLOWAY & COMPANY, INC.

APPROVAL CERTIFICATE

THE FOREGOING PLAT IS APPROVED FOR FILING AND ACCEPTED BY CITY OF ARVADA COLORADO THIS 19th DAY OF July, 2018.
COMMUNITY DEVELOPMENT DIRECTOR
CITY ENGINEER
CITY CLERK

CLERK AND RECORDER CERTIFICATE

RECEPTION NUMBER: 20180616172
ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF JEFFERSON COUNTY AT COLORADO ON THIS 20th DAY OF July, 2018 AT 12:31:50 PM.
Faye Griffin
JEFFERSON COUNTY CLERK & RECORDER
BY: *Shelley A. Davis*
DEPUTY CLERK

Galloway

Planning, Architecture, Engineering
1750 Teleson Drive, Suite 107
Colorado Springs, CO 80909
719.500.7220
www.gallowayllc.com

#	DATE	ISSUE / DESCRIPTION	INIT.
3	12-19-17	ADDRESS CITY COMMENTS	AAY
4	3-22-18	ADDRESS CITY COMMENTS	AAY
5	6-09-18	ADDRESS CITY COMMENTS	AAY
6	5-17-18	ADDRESS CITY COMMENTS	AAY
7	6-01-18	ADDRESS CITY COMMENTS	BUD
8	6-05-18	ADDRESS CITY COMMENTS	AAY
9	6-13-18	ADDITIONAL EASEMENT	AAY
10	6-18-18	ADDRESS CITY COMMENTS	AAY

CANDELAS COMMERCIAL FILING NO. 2

CITY OF ARVADA, JEFFERSON COUNTY, COLORADO

PROJECT NO: JCM000002.01
DRAWN BY: AAY
CHECKED BY: BJD
DATE: JANUARY 17, 2017

SHEET

1 OF 5

118-152 1/5

SKLD, Inc. NC SKL189963 JF 66172-2018.001

A REPLAT OF LOT A, BLOCK 1, VAUXMONT MINOR SUBDIVISION 3,
A PARCEL OF LAND SITUATED IN THE SECTION 22 AND 23, T2S, R70W OF THE 6TH P.M.
CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO

DETAIL "A"
SCALE: 1" = 30'



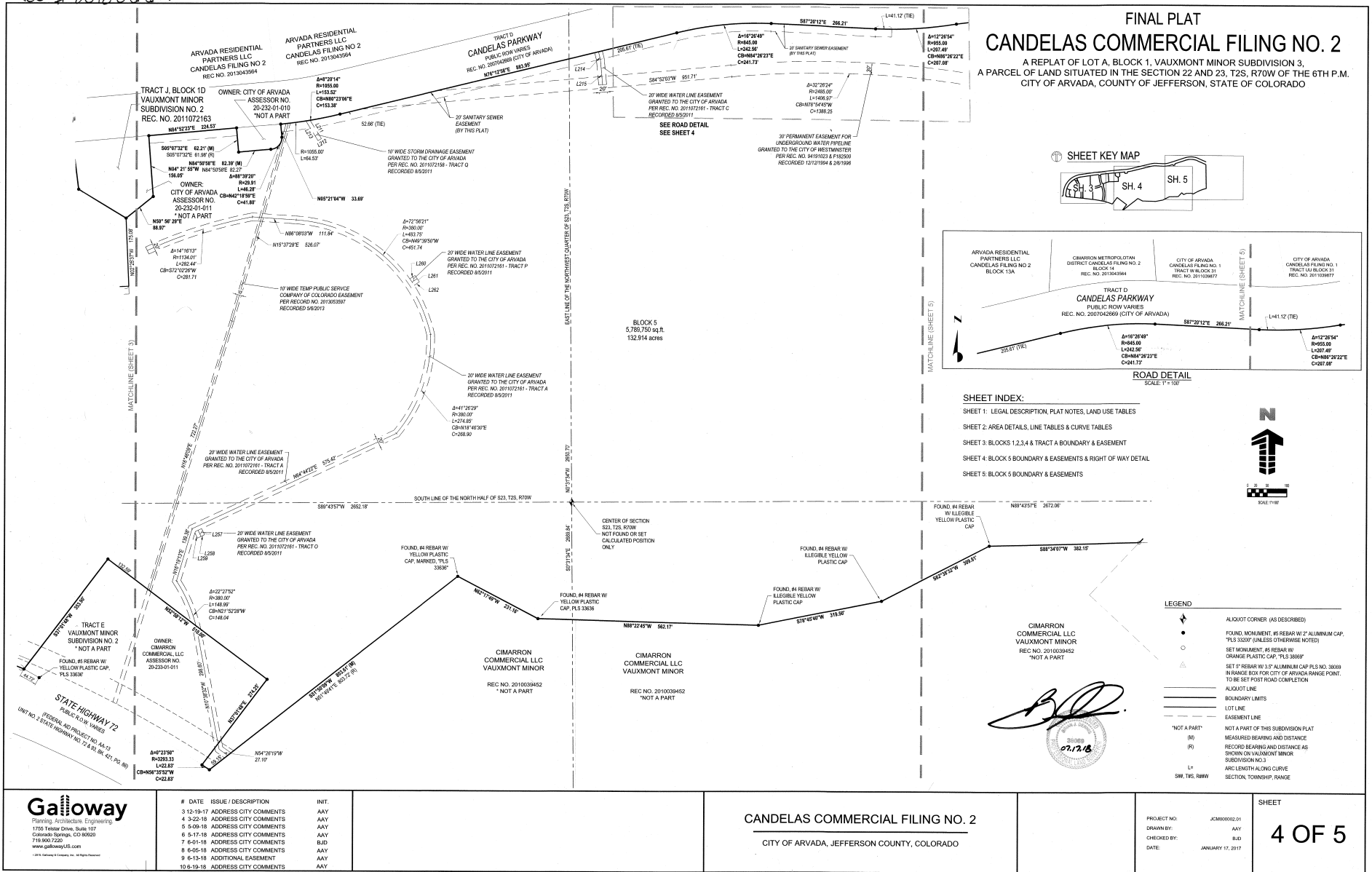
The image shows a handwritten signature in black ink, which appears to be 'B. J. ...'. Below the signature is a circular official seal. The seal contains the text 'STATE OF TEXAS' around the top edge and 'COUNTY OF ...' around the bottom edge. In the center of the seal, the date '07.17.18' is stamped.

SHEET

2 OF 5

[illegible]

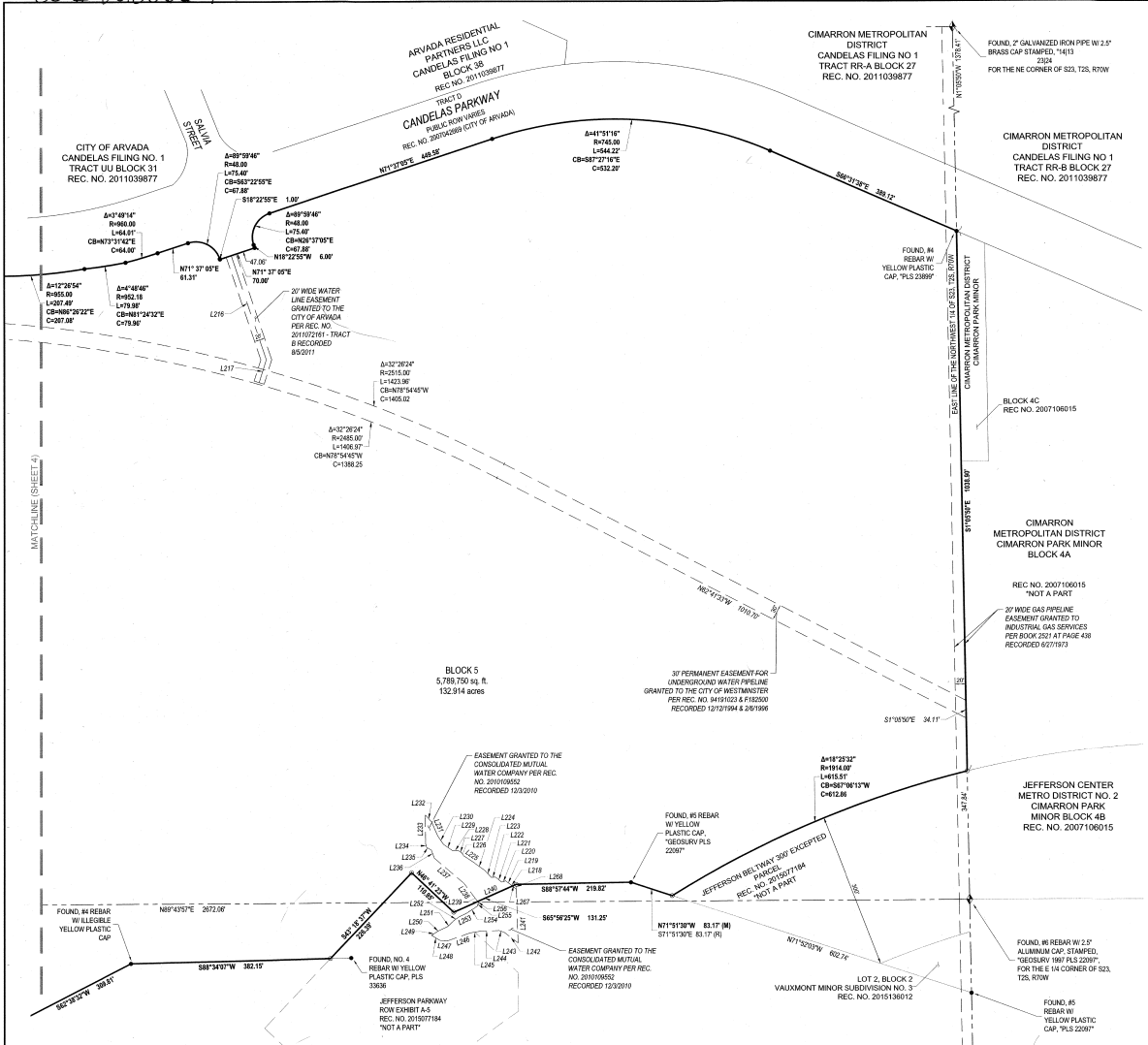
REC # 20180606172



118-152 4/5

SKILD, Inc. NC SK1189963 JF 6612-272-1018.000

Rec # 201806172



FINAL PLAT

CANUELAS COMMERCIAL FILING NO. 2

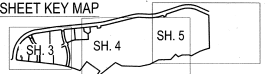
A REPLAT OF LOT A, BLOCK 1, VAUXMONT MINOR SUBDIVISION 3,
A PARCEL OF LAND SITUATED IN THE SECTION 22 AND 23, T2S, R70W OF THE 6TH P.M.
CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO



NOTE:
DETAILS, LINE AND CURVE TABLE
INFORMATION CAN BE FOUND ON SHEET 2

- LEGEND**
- ALLOT CORNER (AS DESCRIBED)
 - FOUND, MONUMENT, 1/2" REBAR W/ 2" ALUMINUM CAP, "PLS 3300P" (UNLESS OTHERWISE NOTED)
 - SET MONUMENT, 1/2" REBAR W/ ORANGE PLASTIC CAP, "PLS 3300P"
 - SET 2" REBAR W/ 3/4" ALUMINUM CAP PLS 3300P IN RANGE BOX FOR CITY OF ARVADA RANGE POINT, TO BE SET POST ROAD COMPLETION
 - ALLOT LINE
 - BOUNDARY LIMITS
 - LOT LINE
 - EASEMENT LINE
 - "NOT A PART" OF THIS SUBDIVISION PLAT
 - (M) MEASURED BEARING AND DISTANCE
 - (R) RECORD BEARING AND DISTANCE AS SHOWN ON VAUXMONT MINOR SUBDIVISION NO. 3
 - ARC LENGTH ALONG CURVE
 - SUR. TAB. R/W

- SHEET INDEX:**
- SHEET 1: LEGAL DESCRIPTION, PLAT NOTES, LAND USE TABLES
 - SHEET 2: AREA DETAILS, LINE TABLES & CURVE TABLES
 - SHEET 3: BLOCKS 1,2,3,4 & TRACT A BOUNDARY & EASEMENT
 - SHEET 4: BLOCK 5 BOUNDARY & EASEMENTS & RIGHT OF WAY DETAIL
 - SHEET 5: BLOCK 5 BOUNDARY & EASEMENTS



Signature of the surveyor or engineer.

Galloway
Planning, Architecture, Engineering
1755 Teal Drive, Suite 107
Colorado Springs, CO 80920
719.590.7220
www.gallowayUS.com

#	DATE	ISSUE / DESCRIPTION	INIT.
3	12-10-17	ADDRESS CITY COMMENTS	AAY
4	3-22-18	ADDRESS CITY COMMENTS	AAY
5	5-09-18	ADDRESS CITY COMMENTS	AAY
6	5-17-18	ADDRESS CITY COMMENTS	AAY
7	6-01-18	ADDRESS CITY COMMENTS	B.D.
8	6-05-18	ADDRESS CITY COMMENTS	AAY
9	6-13-18	ADDITIONAL EASEMENT	AAY
10	6-19-18	ADDRESS CITY COMMENTS	AAY

CANUELAS COMMERCIAL FILING NO. 2
CITY OF ARVADA, JEFFERSON COUNTY, COLORADO

PROJECT NO.: JCM00002.01
DRAWN BY: AAY
CHECKED BY: B.D.
DATE: JANUARY 17, 2017

SHEET
5 OF 5



REPORT TO CITY COUNCIL

AGENDA ITEM
9.A.

TO: THE HONORABLE CITY COUNCIL

DATE: December 2, 2025

SUBJECT: Appointment to Planning Commission

Report in Brief

City Council will make one appointment to fill an unexpired term on the Planning Commission.

I move to Appoint Miriam McGilvray to the Planning Commission for an unexpired term ending April 30, 2026.

Prepared by:
Chris Koch, CCO Admin

Reviewed by:
Toni Riebschlager, Law Office Administrator
Megan McCall, Assistant City Attorney II

Approved by:

Rachel Morris, City Attorney
Allison Scheck, Deputy City Manager
Linda Haley, Deputy City Manager
Don Wick, City Manager

Enclosure, exhibits & attachments required to support the report



REPORT TO CITY COUNCIL PUBLIC HEARING

AGENDA ITEM
10.A.

TO: THE HONORABLE CITY COUNCIL

DATE: December 2, 2025

SUBJECT: CB25-027, An Ordinance Repealing and Reenacting Various Sections of Chapter 70, Personnel Rules, of the Arvada City Code (Ord 4913) (Presenter: Gabriella Bommer, Director of Human Resources)

Report in Brief

PRESENTER: Gabriella Bommer, Director of Human Resources

The Human Resources Department and City Attorney's Office have partnered to recommend updates to Chapter 70, Personnel Rules, of the Arvada City Code to comply with state and federal laws, and to reflect current market and City practices.

The Arvada team recommends that the City Council approve CB25-027, An Ordinance Repealing and Reenacting Various Sections of Chapter 70, Personnel Rules, of the Arvada City Code.

Financial Impact

The Arvada team does not anticipate significant impacts to the City's budget as a result of the updates to the Personnel Rules. Any costs associated with these updates will be managed within existing personnel budgets and monitored continuously for future adjustments.

Background

The updates to Chapter 70, Personnel Rules, of the Arvada City Code are recommended to comply with state and federal employment laws and to reflect current market and City practices. While preparing these updates, the team took the time to make additional housekeeping changes, such as adding, deleting, or combining sections to reduce redundancy, updating outline formats and grammar, and removing procedural language that can be found in the City's policies and procedures. A complete accounting of every change is available in the included redlined version of the sections that were updated. The most substantial changes are described below:

Article I - In General

Sec.70-4. Application

- This is a new section that clarifies the Personnel Rules apply only to employees of the City and exclude elected officials or members of city boards, commissions, or committees. This section also notes that department directors are exempt from certain sections in accordance with City policy.

Article II - Employment

Sec. 70-32. Definitions and Employment Status

- Updates definitions for clarity and to better comply with existing laws and practices. Changes include: added Base Pay, deleted For Cause Employee, and updated At Will, Regular, Seasonal and Variable Hour employee definitions.

Sec. 70-34. Job Vacancy and Posting

- Removes a statement indicating that vacancies may be posted internally only if a qualified pool of current employees is identified, as this statement contradicts with requirements of the Colorado Equal Pay for Equal Work Act.

Sec. 70-61. Pay Rates for Temporary Acting Assignments

- Clarifies that employees serving in a temporary acting assignment, who become eligible for a pay increase for their performance in their regularly assigned position, will receive the pay increase upon returning to their regular role. (The pay increase cannot be issued retroactively.)

Article III - Employee Compensation

Sec. 70-62. Longevity Pay

- Removes reference to a past practice of longevity pay which is no longer applicable.

Article IV - Attendance and Leave

Sec. 70-104. Vacation Leave

- Updates to vacation accrual rates and accrual maximums. The City proposes to increase vacation accrual rates and maximums for civilian employees to match those of sworn staff. This recommendation is based on market comparisons showing that current civilian vacation benefits fall below average. Aligning these rates will enhance the City's competitiveness and promote equity across all employee groups.
- Removes wording related to accrual rates from 1985-1997 that are no longer applicable.

Sec. 70-107. Extended Medical Leave

- Clarifies that Extended Medical Leave is for a maximum of 14 calendar weeks and refers to existing City policy for procedures.

Sec. 70-108. Injury Leave

- Removes procedural language and makes reference to existing City policy.

Sec. 70-114. Jury Duty

- Removes procedural language and makes reference to existing City policy.

Article VII – Separation and Termination of Employment

Sec. 70-183. Retirement

- Requires employees to give a 30-day notice of intent to retire in order to receive the benefit of being able to extend their last day by their vacation accruals.

Sec. 70-184. Last Day of Employment

- Clarifies that employees extending their last day by their vacation accrual will receive base pay only after their last physical day of work.

Sec. 70-186. Layoffs and Reductions in Force

- Removes reference to longevity pay, which is no longer applicable; clarifies that seniority is based on an employee's anniversary date of employment.

Discussion

Public Contact

Posting of the City Council Agenda

Commission Recommendation

Strategic Alignment

Updates to the City's Personnel Rules are aligned to the City Council Strategic Plan Organizational and Service Effectiveness Services, including:

- OSE1 Provides leadership, policy and guidance, communication and engagement services to City Council, the community and the organization by utilizing a values-driven culture, ethical behavior, and transparency to maintain trust.
- OSE8 Fosters an employer of choice work environment that attracts and retains a highly engaged, inclusive workforce and promotes a culture of wellness, safety, cycles of learning, and performance excellence.

Alternative Courses of Action

Recommendation for Action

The Arvada team recommends that the City Council approve CB25-027, An Ordinance Repealing and Reenacting Various Sections of Chapter 70, Personnel Rules, of the Arvada City Code

Suggested Motion:

I move that CB25-027, An Ordinance Repealing and Reenacting Various Sections of Chapter 70, Personnel Rules, of the Arvada City Code, be (approved on final reading, numbered 4913 and ordered published by title only) (rejected).

SUBJECT: CB25-027, An Ordinance Repealing and Reenacting Various Sections of Chapter 70, Personnel Rules, of the Arvada City Code (Ord 4913) (Presenter: Gabriella Bommer, Director of Human Resources)

PAGE: 4
ITEM: 10.A.

Prepared by:
Gail Walker, Legal Specialist-Contracts

Reviewed by:

Approved by:

Gabriella Bommer, Director of Human Resources	11/12/2025
Bryan Archer, Chief Financial Officer	11/13/2025
Gail Walker, Legal Specialist-Contracts	11/17/2025
Janelle Miller, Assistant City Attorney	11/17/2025
Rachel Morris, City Attorney	11/17/2025
Allison Scheck, Deputy City Manager	11/17/2025
Linda Haley, Deputy City Manager	11/17/2025
Don Wick, City Manager	11/18/2025

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 25-027
ORDINANCE NO. 4913

AN ORDINANCE REPEALING AND REENACTING VARIOUS SECTIONS OF CHAPTER
70, PERSONNEL RULES, OF THE ARVADA CITY CODE

WHEREAS, the City of Arvada, Colorado (“City”) is a home rule municipality, organized and existing under Article XX, Section 6 of the Colorado Constitution; and

WHEREAS, Section 7.5 of Chapter 7 of the Arvada City Charter permits the Arvada City Council to adopt ordinances establishing personnel rules and regulations; and

WHEREAS, amendments to the City’s personnel rules and regulations are needed to comply with updates in state and federal laws, and to reflect current city practices.

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

Section 1. Section 70-4, Application, of Article I, In General, of Chapter 70, Personnel Rules, of the Arvada City Code is hereby enacted to read as follows:

“Sec. 70-4. Application.

This chapter shall apply to all employees of the City of Arvada. This chapter does not apply to members of city council nor to members of city boards, commissions, or committees. Department directors are exempt from certain sections of this chapter in accordance with a policy established by the city manager.”

Section 2. Section 70-32, Definitions and Employment Status, of Article II, Employment, of Chapter 70, Personnel Rules, of the Arvada City Code is hereby repealed and reenacted to read as follows:

“Sec. 70-32. Definitions and employment status.

The following terms, as used throughout this chapter, shall have the following meanings:

Anniversary date of employment means the date that a probationary, regular full-time or regular part-time employee began employment with the city and is the date used in calculating eligibility and accruals for sick leave and vacation leave. An employee who is rehired within 12 calendar months after voluntarily resigning will retain their former anniversary date of employment. An employee rehired more than 12 calendar months after voluntarily resigning will have an anniversary date of employment based on the date of rehire.

Applicant means a person seeking employment with the city regardless of whether the person is an internal or external candidate.

Appointing authority means the city manager or any designee thereof who has the authority to appoint, suspend, transfer, demote, remove, or otherwise discipline employees of the city. Typically, the appointing authority is the department director of each administrative department.

At-will employee means an employee who may be terminated at any time, with or without cause, and is not subject to the pre-disciplinary, disciplinary, and administrative review processes. Probationary, health plan eligible, variable hour, seasonal employees, and employees designated as an appointing authority are designated “at-will” employees.

Base pay means a fixed rate of pay the employee receives for performing work, excluding bonuses, overtime, or any additional types of compensation.

Benefits means compensation for employment in addition to salary or wages offered by the city from time to time that may include health, dental, vision, life insurance, participation in a city-sponsored retirement plan, authorized leave accruals and paid holidays. Generally, when qualifying under the terms described in this article, an employee is eligible for benefits on the first day of the month following one full calendar month of employment.

Career progression means a system for advancement from one position to another in a career progression model based on time in a specific role and/or other objective metrics set by the appointing authority.

City means the City of Arvada.

Day means a calendar day unless otherwise specifically stated.

Demotion means a placement of an employee from one position to another position that has a lower maximum salary rate than the original position and less authority or responsibility.

Disciplinary action means a disciplinary suspension without pay, demotion, or other similar employment action taken in response to an employee's job performance or conduct.

Emergency service status means an employee designated by the appointing authority as an employee subject to call-back on a 24-hour basis in order to respond to an emergency.

Emergency situation means an unexpected event that requires immediate action to prevent or minimize harm to people, property, or the environment, as declared by the city manager or appointing authority.

Exempt employee means an employee who is not eligible for overtime pay under the Fair Labor Standards Act (FLSA), as determined by the city. All exempt employees shall be deemed salaried employees.

Good standing means that an employee has an overall positive performance appraisal either from their annual review if available or as documented by the employee's immediate supervisor; the employee is not on extended probation nor a performance improvement plan; and the employee has no written reprimands or disciplinary actions in their official personnel file within the 12-month period prior to the assessment of good standing.

Health plan eligible employee means a variable hour or seasonal employee who has met the requirements to participate in the city sponsored health plan but is not otherwise eligible for city benefits.

Job-share employee means a probationary or regular employee who is scheduled to work between 20 and 29 hours per week, and whose position is denoted under the city's budget as a single full-time position, but whose duties are performed by two different employees. A job-share employee is scheduled to work a minimum of 20 hours per week.

Non-exempt employee means an employee eligible for overtime pay or compensatory time under the FLSA, as determined by the city.

Probationary employee means an employee hired into a regular full-time or regular part-time position identified in the city's budget and pay plan who has not been formally evaluated and officially removed from probation by the appointing authority. Probationary employees are eligible for city benefits provided the employee meets the minimum hourly threshold for benefit eligibility set forth in this article.

Promotion means the appointment of an employee to a job in a pay grade with a higher maximum rate and additional authority or responsibility, outside of a career progression model.

Reclassification or reclassified means change in a position's pay grade based on the results of a job evaluation. A position may be reclassified if there are significant changes in the duties, skills, qualifications, effort, or responsibilities of the position and such changes significantly affect the position's internal and market value.

Regular employee means an employee who has completed a probationary period and who has been removed from probationary status by the appointing authority, and is subject to the pre-disciplinary, disciplinary, and administrative review processes. A regular employee may be a full-time employee, a part-time employee, or a job-share employee.

Regular full-time employee means an employee who is normally scheduled to work at least 40 hours per week and has successfully completed their probationary period. A regular full-time employee is eligible for city benefits.

Regular part-time employee means an employee who is normally scheduled to work less than 40 hours per week and has successfully completed their probationary period. A regular part-time employee is eligible for city benefits on a pro-rata basis. Regular part-time employees hired on or prior to December 31, 2014, must work a minimum of 20 hours per

week to be eligible for benefits. Regular part-time employees, excluding job-share employees, hired or rehired on or after January 1, 2015, must work a minimum of 30 hours per week to be eligible for benefits.

Seasonal employee means an employee who is hired generally at the same time each year to perform work related to seasonal operations. Unless otherwise required by law or city policy, seasonal employees are not eligible for benefits. Eligibility for health care coverage will be determined in accordance with a policy established by the city manager.

Transfer means placement of an employee in a different position but with the same pay grade as the employee's original position.

Variable hour employee means an employee whose work schedule may not be uniform in the number of hours worked and who, at the time of hire, is expected to work an average of 29 hours or less per week. Unless otherwise required by law or city policy, variable hour employees are not eligible for benefits. Eligibility for health care coverage will be determined in accordance with a policy established by the city manager.”

Section 3. Section 70-34, Job Vacancy and Posting, of Article II, Employment, of Chapter 70, Personnel Rules, of the Arvada City Code is hereby repealed and reenacted to read as follows:

“Sec. 70-34. Job vacancy and posting.

- (a) The appointing authority, or designee thereof, will submit a vacancy questionnaire to the human resources department for approval to post a vacant position.
- (b) The city will make reasonable efforts to post all vacant positions and vacant promotional opportunities for a minimum of five business days, unless there is a business reason approved by the human resources director, or designee thereof. Vacant positions will be posted internally and may be advertised externally as well. The posting will specify:
 - (1) The title, salary range, benefits, duties of the position, and minimum qualifications;
 - (2) The time, place, and manner of making an application;
 - (3) The closing date for receiving applications; and
 - (4) Any other pertinent information related to the vacant position.
- (c) An appointing authority may consider internal candidates who do not meet the minimum qualifications for a vacant position based on past performance and demonstration of aptitude to perform at a proficient level. If selected, the internal candidate must meet the minimum requirements within a stated period of time.”

Section 4. Section 70-61, Pay Rates for Temporary Acting Assignments, of Article III, Employee Compensation, of Chapter 70, Personnel Rules, of the Arvada City Code is hereby repealed and

reenacted to reads as follows:

“Sec. 70-61. Pay rates for temporary acting assignments.

- (a) An employee may be temporarily assigned in an acting or interim capacity to a position in a higher pay grade than the position the employee normally occupies. If the employee assumes all authority and responsibility for the new position and the assignment exceeds three calendar weeks, the employee will be granted a temporary increase to the step in the new grade based on an assessment of the employee's qualifications, including relevant education, training, experience, and seniority as compared to others in similar positions. This increase cannot be less than the minimum or greater than the maximum rate of the pay grade of the position the employee is filling. Temporary assignment pay will be paid for the full period of the temporary assignment, retroactive to the first day.
- (b) If an employee is serving in a temporary assignment and the employee is eligible for a pay increase based on performance in their regular position, the pay increase may be applied upon the employee's return to their regular position.
- (c) If a temporary acting assignment exceeds a period of 12 months, the employee may be considered for a pay increase upon completion of 12 months in the temporary acting assignment, or at a time designated by the city manager as the annual salary review date.
- (d) Notification of acting status and requests for pay increases during a temporary assignment must be made by the appointing authority to the director of human resources.”

Section 5. Section 70-62, Longevity Pay, of Article III, Employee Compensation, of Chapter 70, Personnel Rules, of the Arvada City Code is hereby repealed and reserved.

Section 6. Section 70-104, Vacation Leave, of Article IV, Attendance and Leave, of Chapter 70, Personnel Rules, of the Arvada City Code is hereby repealed and reenacted to read as follows:

“Sec. 70-104. Vacation leave.

- (a) Each regular or probationary full-time employee will accrue vacation leave with pay at the rates set forth in this section, and may not accrue vacation leave in the excess of the maximum rates without the express written consent of the city manager.

Years of Service	Monthly Accruals (Hours)	Accrual Maximums (Hours)
0 through 4	9.33	224
5 through 9	10.66	256
10 through 14	12.66	304

15 or more	14.66	352
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- (b) For a regular or probationary part-time employee, the vacation accrual rate and maximum accrual will be determined on a pro rata basis, as determined by the part-time employee's work schedule.
- (c) If a regular or probationary employee's scheduled hours are reduced resulting in a lower maximum (for example, from full-time to 50 percent part-time), the employee will be paid the dollar value of any vacation hour accruals in excess of the new, pro-rata maximum. This payment will occur at the time of the change in hours.
- (d) Vacation time may not be taken until after it is earned. The time at which an employee takes vacation will be determined by the employee's supervisor at a time convenient to both the employee and the city.
- (e) If an illness occurs while an employee is on vacation and would normally justify allowance for sick leave, then that time will not be counted against vacation leave if so requested by the employee and approved as provided for in the appropriate leave section.
- (f) A regular and probationary employee who is separated from the city will be compensated for vacation accrued to the date of separation at the employee's rate of pay at the time of separation."

Section 7. Section 70-107, Extended Medical Leave, of Article IV, Attendance and Leave, of Chapter 70, Personnel Rules, of the Arvada City Code is hereby repealed and reenacted to read as follows:

"Sec. 70-107. Extended medical leave.

The city may authorize up to 14 calendar weeks of extended medical leave for serious health conditions that extend past the 12 weeks of leave protected by the Family and Medical Leave Act (FMLA), taken by an employee. The decision whether to authorize extended medical leave will depend on the business needs of the organization and is subject to approval by the appointing authority, in accordance with a policy established by the city manager."

Section 8. Section 70-108, Injury Leave, of Article IV, Attendance and Leave, of Chapter 70, Personnel Rules, of the Arvada City Code is hereby repealed and reenacted to read as follows:

"Sec. 70-108. Injury leave.

A probationary or regular employee who suffers a work-related injury or illness will be paid injury leave if the work-related injury or illness renders the employee unable to perform the employee's regular duties, in accordance with a policy established by the city manager."

Section 9. Section 70-114, Jury Duty, of Article IV, Attendance and Leave, of Chapter 70, Personnel Rules, of the Arvada City Code is hereby repealed and reenacted to read as follows:

“Sec. 70-114. Jury duty.

The city recognizes jury duty as a civic responsibility of our community. Employees are eligible for payment from the city during part or all of the employee’s jury duty service in accordance with a policy established by the city manager.”

Section 10. Section 70-183, Retirement, of Article VII, Separation and Termination of Employment, of Chapter 70, Personnel Rules, of the Arvada City Code is hereby repealed and reenacted to read as follows:

“Sec. 70-183. Retirement.

To be eligible for retirement from employment at the city, an employee must meet the eligibility requirements set forth in their respective retirement plan. An employee must provide written notice of their intent to retire to both their supervisor and the human resources department at least 30 days prior to their anticipated retirement date. An employee who wishes to extend their last day of employment using accrued vacation leave must also provide at least 30 days notice. If a 30-day notice is not given, the employee may not be permitted to extend their last day with vacation leave, unless otherwise approved by the appointing authority.”

Section 11. Section 70-184, Last Day of Employment, of Article VII, Separation and Termination of Employment, of Chapter 70, Personnel Rules, of the Arvada City Code is hereby repealed and reenacted to read as follows:

“Sec. 70-184. Last day of employment.

- (a) The last effective date of employment is the date of the employee’s last physical day of work. An exception may be made for good business reasons by the director of human resources. Payment for eligible accrued leaves and other applicable pay, if any, will be paid on the next regularly scheduled payday.
- (b) An employee retiring from the city or leaving employment due to a layoff or reduction in force may use their vacation leave accruals to extend their last day of employment. An employee may only extend their last day of employment by the amount of vacation leave accruals they have on their last physical day of work. An employee who is extending their last day in this manner will only receive base pay after their last physical day of work.
- (c) On or before the employee’s last day of work, all city property must be returned to the employee’s department. Failure to return city property can result in a deduction in pay. If an employee fails to return any city property, and the supervisor wishes to deduct the value of the property from the employee’s final paycheck, the supervisor must first provide written notice to the employee within ten days after employment terminates, informing the employee that the property was not returned; the replacement value of the property; and date when the property was provided to the employee. If not returned within 14 days from the date the notice is provided to the employee, the city may deduct the value from the

employee's final paycheck. If the employee subsequently returns the property within 14 days of the deduction of their wages, the city must then repay the employee within 14 days of the receipt of the returned property."

Section 12. Section 70-186, Layoffs and Reductions in Force, of Article VII, Separation and Termination of Employment, of Chapter 70, Personnel Rules, of the Arvada City Code is hereby repealed and reenacted to read as follows:

"Sec. 70-186. Layoffs and reductions in force.

- (a) In the event the city must reduce the workforce for any reason, as determined by the city, employees may be laid off.
- (b) In the event of a layoff, a reduction in force (RIF) will be limited to the department within which layoffs take place. The primary factors to be used in determining which employees are affected by the RIF are the individual employee's skill and ability to perform their job and veteran's preference according to state law. In those positions in which employees possess differing skills and abilities, the city will retain the employee who is more capable of performing the job, regardless of seniority. Among the factors to be considered in evaluating employee skill and ability are performance appraisals, disciplinary actions, and related information or references to such information filed in employee personnel files within the human resources department or the supervisor's file. Such determination will be made by the department's management with agreement from the human resources department and city attorney's office. In situations in which incumbents' skills and abilities are relatively equal, seniority will determine the order in which employees are affected by a RIF. Seniority will be calculated based upon an employee's anniversary date.
- (c) When only one employee has a particular job title, and the service or program provided by that employee is a service or program that has been eliminated as part of the RIF, that employee's position will also be eliminated.
- (d) An appointing authority may, with the approval of the city manager, elect either to reduce the total working hours of employees or reduce the level of payment and responsibility of the current classification, or both, in order to minimize the effect of general layoffs as determined by the operational needs of the city.
- (e) Employees who have been promoted, but who are serving a probationary period at the time of a RIF, shall be considered to hold the position in the highest classification in which they have completed the probationary period."

Section 13. 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 to be unconstitutional or invalid.

Section 14. This ordinance shall take effect on January 1, 2026.

INTRODUCED, READ, AND ORDERED PUBLISHED this 18th day of November, 2025.

PASSED, ADOPTED, AND APPROVED this 2nd day of December, 2025.

Laureen Simpson, Mayor

ATTEST:

City Clerk

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

By: _____

Publication Dates: November 20, 2025
December 4, 2025

REDLINE/STRIKETHROUGH VERSION

FOR INFORMATION ONLY -- NOT PART OF THE ORDINANCE

Underlined indicates new material

~~Strikethrough~~ indicates deleted material

Sec. 70-4. ~~Reserved.~~ Application.

This chapter shall apply to all employees of the City of Arvada. This chapter does not apply to members of city council nor to members of city boards, commissions, or committees. Department directors are exempt from certain sections of this chapter in accordance with a policy established by the city manager.

Sec. 70-32. Definitions and employment status.

The following terms, as used throughout this chapter, shall have the following meanings:

Anniversary date of employment means the date that a probationary, regular full-time or regular part-time employee began employment with the city and is the date used in calculating eligibility and accruals for sick leave, vacation leave, and longevity pay. An employee who is rehired within 12 calendar months after voluntarily resigning will retain their former anniversary date of employment. An employee rehired more than 12 calendar months after voluntarily resigning will have an anniversary date of employment based on the date of rehire.

Applicant means a person seeking employment with the city regardless of whether the person is an internal or external candidate.

Appointing authority means the city manager or any designee thereof who has the authority to appoint, suspend, transfer, demote, remove, or otherwise discipline employees of the city. Typically the appointing authority is the department director of each administrative department.

At-will employee means an employee who may be terminated at any time, ~~or who may terminate employment,~~ with or without cause a reason, and is not subject to the pre-disciplinary, disciplinary, and administrative review processes. Probationary, health plan eligible, variable hour, ~~and~~ seasonal employees, and employees designated as an appointing authority are designated “at-will” employees.

Base pay means a fixed rate of pay the employee receives for performing work, excluding bonuses, overtime, or any additional types of compensation.

Benefits means compensation for employment in addition to salary or wages offered by the city from time to time that may include health, dental, vision, life insurance, participation in a city-sponsored retirement plan, authorized leave accruals and paid holidays. Generally,

when qualifying under the terms described in this article, an employee is eligible for benefits on the first day of the month following one full calendar month of employment.

Career progression means a system for advancement from one position to another in a career progression model based on time in a specific role and/or other objective metrics set by the appointing authority.

City means the City of Arvada.

Day means a calendar day unless otherwise specifically stated.

~~*Emergency service status position employee* means an employee designated by the appointing authority as an employee who is subject to call back on a 24-hour basis in order to respond to an emergency.~~

~~*Emergency situation* means an unexpected event that requires immediate action to prevent or minimize harm to people, property, or the environment, as declared by the city manager or appointing authority.~~

~~*Exempt employee* means an employee who is not eligible for overtime pay under the Fair Labor Standards Act (FLSA), as determined by the city. All exempt employees shall be deemed salaried employees.~~

Demotion means a placement of an employee from one position to another position that has a lower maximum salary rate than the original position and less authority or responsibility.

Disciplinary action means a disciplinary suspension without pay, demotion, or other similar employment action taken in response to an employee's job performance or conduct.

Emergency service status means an employee designated by the appointing authority as an employee subject to call-back on a 24-hour basis in order to respond to an emergency.

Emergency situation means an unexpected event that requires immediate action to prevent or minimize harm to people, property, or the environment, as declared by the city manager or appointing authority.

Exempt employee means an employee who is not eligible for overtime pay under the Fair Labor Standards Act (FLSA), as determined by the city. All exempt employees shall be deemed salaried employees.

~~*For-cause employee* means a regular employee who has successfully completed their probationary period and is subject to the pre-disciplinary, disciplinary, and administrative review processes.~~

Good standing means that an employee has an overall positive performance appraisal

either from their annual review if available or as documented by the employee's immediate supervisor; the employee is not on extended probation nor a performance improvement plan; and the employee has no written reprimands or disciplinary actions in their official personnel file within the 12-month period prior to the assessment of good standing.

Health plan eligible employee means a variable hour or seasonal employee who has met the requirements to participate in the city sponsored health plan but is not otherwise eligible for city benefits.

Job-share employee means a probationary or regular employee who is scheduled to work between 20 and 29 hours per week, and whose position is denoted under the city's budget as a single full-time position, but whose duties are performed by two different employees. A job-share employee is scheduled to work a minimum of 20 hours per week.

Non-exempt employee means an employee eligible for overtime pay or compensatory time under the FLSA, as determined by the city.

Probationary employee means an employee hired into a regular full-time or regular part-time position identified in the city's budget and pay plan who has not been formally evaluated and officially removed from probation by the appointing authority. Probationary employees are eligible for city benefits provided the employee meets the minimum hourly threshold for benefit eligibility set forth in this article.

Promotion means the appointment of an employee to a job in a pay grade with a higher maximum rate and additional authority or responsibility, outside of a career progression model.

Reclassification or reclassified means change in a position's pay grade based on the results of a job evaluation. A position may be reclassified if there are significant changes in the duties, skills, qualifications, effort, or responsibilities of the position and such changes significantly affect the position's internal and market value.

Regular employee means an employee who has completed a probationary period and who has been removed from probationary status by the appointing authority, and is subject to the pre-disciplinary, disciplinary, and administrative review processes. A regular employee may be a full-time employee, a part-time employee, or a job-share employee.

Regular full-time employee means an employee who is normally scheduled to work at least 40 hours per week and has successfully completed their probationary period. A regular full-time employee is eligible for city benefits.

Regular part-time employee means an employee who is normally scheduled to work less than 40 hours per week and has successfully completed their probationary period. A regular part-time employee is eligible for city benefits on a pro-rata basis. Regular part-time employees hired on or prior to December 31, 2014, must work a minimum of 20 hours per week to be eligible for benefits. Regular part-time employees, excluding job-share

employees, hired or rehired on or after January 1, 2015, must work a minimum of 30 hours per week to be eligible for benefits.

Seasonal employee means an employee who is hired generally at the same time each year, ~~such as in the spring or in the winter, and whose duties are typically associated with a function or operation that is performed during or because of~~ to perform work related to seasonal operations conditions. ~~A seasonal employee will not normally be deemed a health plan eligible employee unless, at the conclusion of a 12-month measurement designated by the city manager, the employee has worked an average of 30 or more hours per week during said measurement period.~~ Unless otherwise required by law or city policy, seasonal employees are not eligible for benefits. Eligibility for health care coverage will be determined in accordance with a policy established by the city manager.

Transfer means placement of an employee in a different position but with the same pay grade as the employee's original position.

Variable hour employee means an employee whose work schedule may not be uniform in the number of hours worked, ~~but and~~ who, at the time of hire, is expected to work an average of 29 hours or less per week ~~when hired.~~ ~~A variable hour employee will not normally be deemed a health plan eligible employee unless, at the conclusion of a 12-month measurement period designated by the city manager, the employee has worked an average of 30 or more hours per week during said measurement period.~~ Unless otherwise required by law or city policy, variable hour employees are not eligible for benefits. Eligibility for health care coverage will be determined in accordance with a policy established by the city manager.

Sec. 70-34. Job vacancy and posting.

- (a) The appointing authority, or designee thereof, will submit a vacancy questionnaire to the human resources department for approval to post a vacant position.
- (b) The city will make reasonable efforts to post all vacant positions and vacant promotional opportunities for a minimum of five business days, unless there is a business reason approved by the human resources director, or their designee. ~~Vacant positions may be posted for internal applicants only if a qualified pool of current employees has been identified by the hiring supervisor and human resources. The appointing authority may consider internal candidates who do not meet the minimum qualifications for a position based on past performance and demonstration of aptitude to perform at a proficient level. If selected, the internal candidate must meet the minimum requirements within a stated period of time.~~
- (e) Vacant positions will be posted internally and may be advertised externally as well. The posting will specify:
 - (1) The title, salary range, benefits, duties of the position, and minimum qualifications;

- (2) The time, place, and manner of making an application;
- (3) The closing date for receiving applications; and
- (4) Any other pertinent information related to the vacant position.

(c) An appointing authority may consider internal candidates who do not meet the minimum qualifications for a position based on past performance and demonstration of aptitude to perform at a proficient level. If selected, the internal candidate must meet the minimum requirements within a stated period of time.

Sec. 70-61. Pay rates for temporary acting assignments.

- (a) An employee may be temporarily assigned in an acting or interim capacity to a position in a higher pay grade than the position the employee normally occupies. If the employee assumes all authority and responsibility for the new position and the assignment exceeds three calendar weeks, the employee will be granted a temporary increase to the step in the new grade based on an assessment of the employee's qualifications, including relevant education, training, experience, and seniority as compared to others in similar positions. This increase cannot be less than the minimum or greater than the maximum rate of the pay grade of the position the employee is filling. Temporary assignment pay will be paid for the full period of the temporary assignment, retroactive to the first day.
- (b) If an employee is serving in a temporary assignment and the employee is eligible ~~due to be considered~~ for a pay increase based on ~~their~~ performance in their regular position ~~they normally occupy~~, the ~~employee may be considered for a~~ pay increase may be applied upon the employee's ~~upon their~~ return to their normal regular position ~~and the pay increase will be issued retroactive to the date it was originally due.~~
- (c) If a temporary acting assignment exceeds a period of 12 months, the employee may be considered for a pay increase upon completion of 12 months in the temporary acting assignment, or at a time designated by the city manager as the annual salary review date.
- (d) Notification of acting status and requests for pay increases during a temporary assignment must be made by ~~memorandum from~~ the appointing authority to the director of human resources.

Sec. 70-62. Longevity Pay. Reserved.

~~Certain employees hired prior to December 31, 1978, are entitled to longevity pay. Such pay is recognized and ratified for these employees. The city manager may establish administrative procedures for the administration of this compensation.~~

Sec. 70-104. Vacation leave.

- (a) Each regular and probationary full-time employee will accrue ~~earns and is allowed to take annual~~ vacation leave with pay ~~as follows: at the rates set forth in this section, and may not accrue vacation leave in the excess of the maximum rates without the express written consent of the city manager.~~

Years of Service	Monthly Accruals (Hours)	
	Civilian Monthly Accruals (Hours)	Sworn Police Accrual Maximums (Hours)
0 through 4	8-9.33	9.33 224
5 through 9	10-10.66	10.66 256
10 through 14	12 12.66	12.66 304
15 or more	13.33 14.66	14.66 352

- (b) ~~For a r~~Regular ~~or and~~ probationary part-time employees, ~~will receive the~~ vacation ~~leave accrual rate and maximum accrual will be determined~~ on a pro rata basis, as determined by the part-time employee's work schedule.
- (c) ~~If a regular or probationary employee's scheduled hours are reduced resulting in a lower maximum (for example, from full-time to 50 percent part-time), the employee will be paid the dollar value of any vacation hour accruals in excess of the new, pro-rata maximum. This payment will occur at the time of the change in hours. Vacation time may not be taken until after it is earned. The time at which an employee takes vacation will be determined by the employee's supervisor at a time convenient to both the employee and the city. If an illness occurs while an employee is on vacation and would normally justify allowance for sick leave, then that time will not be counted against vacation leave if so requested by the employee and approved as provided for in the appropriate leave section. Regular and probationary employees who are separated from the city will be compensated for vacation accrued to the date of separation at the employee's rate of pay at the time of separation. The only exception to this rate of pay is the excess vacation accruals referred to at the end of this section.~~
- (d) ~~Vacation time may not be taken until after it is earned. The time at which an employee takes vacation will be determined by the employee's supervisor at a time convenient to both the employee and the city. No employee shall, without the express written consent of the city manager, accrue at any time more vacation leave for civilian or sworn police employees respectively than the following:~~

Years of Service	Accrual Maximums (Hours)	
	Civilian	Sworn Police
0 through 4	192	224
5 through 9	240	256
10 through 14	288	304
15 or more	320	352

- (e) If an illness occurs while an employee is on vacation and would normally justify allowance for sick leave, then that time will not be counted against vacation leave if so requested by the employee and approved as provided for in the appropriate leave section. For regular and probationary part-time employees, such maximums are determined on a pro rata basis, as determined by the part-time employee's work schedule. If a regular or probationary employee's scheduled hours are reduced resulting in a lower maximum (for example, from full-time to 50 percent part-time), the employee will be paid the dollar value of any vacation hour accruals in excess of the new, pro-rata maximum. This payment will occur at the time of the change in hours.
- (f) A regular and probationary employee who is separated from the city will be compensated for vacation accrued to the date of separation at the employee's rate of pay at the time of separation. Certain employees are entitled to excess vacation accrual amounts from 1985 and 1997. Such leave accruals are recognized and ratified. The city manager may establish administrative procedures for the administration of this benefit.

Sec. 70-107. Extended medical leave.

The city recognizes that some illnesses may extend past the 12 weeks that FMLA allows for serious health conditions. Regular full-time and part-time employees who have been on FMLA for 12 weeks may request an extended leave up to an additional 14 weeks to recuperate and recover from the serious health condition underlying the FMLA leave. The city may authorize up to 14 calendar weeks of extended medical leave for serious health conditions that extend past the 12 weeks of leave protected by the Family and Medical Leave Act (FMLA), taken by an employee. The decision whether to extend authorize extended the medical leave will depend on the business needs of the organization and is subject to approval by the appointing authority, in accordance with a policy established by the city manager.

Sec. 70-108. Injury leave.

A probationary or regular employee who suffers a work-related injury or illness will be paid injury leave if the work-related injury or illness renders the employee unable to perform the employee's regular duties, in accordance with a policy established by the city manager.

- ~~(a) Any probationary or regular employee who suffers an injury or illness in the line of duty and is covered by the Workers' Compensation Act is granted up to 720 hours of paid injury leave (pro-rated for probationary and regular part-time employees) if the work-related injury or illness renders the employee unable to perform the employee's regular duties. If the work-related injury or illness is the result of the carelessness or negligence of the injured employee, or, if the employee fails to notify the city in writing within 48 hours of the occurrence of the incident, the employee is not eligible for injury leave. If the employee's claim is not covered under the Workers' Compensation Act, such that the employee is not entitled to injury leave, the employee may use other applicable accrued leave for which the employee is eligible.~~
- ~~(b) Paid injury leave may not be taken for doctor-ordered hospitalization, recuperation, office visits or physical therapy appointments that occur outside the employee's regular working hours. Supervisors may allow employees to flex hours for these appointments in instances where the employee works a non-traditional work schedule, such as nights or weekends.~~
- ~~(c) Paid injury leave is not available to health plan-eligible, variable hour, and seasonal employees. Notwithstanding the preceding, all employees, including health plan-eligible, variable hour, and seasonal employees with work-related injuries or work-related illnesses are subject to the same reporting, transitional, and modified duty requirements as are probationary and regular employees, as set forth below. In the case of health plan-eligible, variable hour, and seasonal employees, all work time missed due to doctor-ordered hospitalization, recuperation, office visits or physical therapy appointments, will be reported and tracked as non-paid injury leave per instructions from the city's finance department. Such tracked time may be reported to Colorado's Division of Labor and Employment in accordance with any then-current state requirements. Qualifying wage reimbursement, if any, will be provided by Colorado's Division of Labor and Employment.~~
- ~~(d) Injury leave ceases upon the occurrence of one or more of the following situations:~~
- ~~(1) The employee is returned to regular or modified duty;~~
 - ~~(2) The employee reaches maximum medical improvement;~~
 - ~~(3) The employee refuses a transitional or a temporary modified duty assignment, and such employment is offered to the employee in writing and is within the restrictions provided by the authorized physician; or~~
 - ~~(4) A physician, approved by the city, determines that the employee is no longer capable of performing the essential functions of the position.~~
- ~~(e) If, for the purpose of obtaining any order, benefit, award, compensation, or payment under the provisions of the Workers' Compensation Act, either for self-gain or for the benefit of any other person, anyone makes a false statement or representation material to the claim, the city shall report such person to the proper authorities. Such person may be punished pursuant to state or federal law and shall forfeit all rights to workers' compensation benefits~~

~~upon conviction. Furthermore, such action may result in disciplinary action, up to and including termination from employment. If a child support obligation is owed, compensation benefits may be attached and payment of the child support obligation may be withheld and forwarded to the obligee pursuant to state statute.~~

Sec. 70-114. Jury duty.

- ~~(a) The city recognizes jury duty as a civic responsibility of our community. Health plan eligible, variable hour, seasonal, probationary, and regular employees, who have worked for the city for a minimum of three months within the previous 12 months of receiving a jury summons, are eligible for payment from the city during part or all of the employee's jury duty service in accordance with a policy established by the city manager.~~
- ~~(b) All probationary and regular employees will be paid their normal salary for scheduled workdays of jury duty. The salary paid will be based on the employee's scheduled hours. The employee may keep any additional pay received from the court.~~
- ~~(c) If the employee has been selected for grand jury duty, the court pays a set amount plus expenses beginning with the first day of service. In addition, the city will pay a probationary or regular employee their regular scheduled salary. The employee may keep any additional pay received from the court.~~
- ~~(d) The city will pay health plan eligible, variable hour, or seasonal employees for the first three days of jury duty only. The health plan eligible, variable hour, or seasonal employee will only be paid for time scheduled on those days. The employee may keep any additional pay received from the court. Beginning with the fourth day of service, the health plan eligible, variable hour, or seasonal employee will be paid a set amount each day as predetermined by the State of Colorado for jury duty service.~~
- ~~(e) If the employee is not scheduled to work on a day in which the employee is scheduled to participate in jury duty, there will be no compensation from the city for that day.~~
- ~~(f) The city will not reimburse employees for mileage, parking, or meals. Any payment from the court may be kept.~~
- ~~(g) All employment benefits will remain the same during jury duty.~~
- ~~(h) If an employee is involved as a party or as a witness in litigation to which the city is not a party, the employee may use any accrued vacation, holiday, or compensatory time or, if no leave is available, seek approval for leave without pay.~~

Sec. 70-183. Retirement.

~~To be eligible for retirement from employment at the city, An employee must meeting the retirement eligibility requirements set forth in of their respective retirement plan may choose to retire from employment at the city. It is ~~t~~The employee's responsibility to notify must provide~~

written notice of their intent to retire to both their supervisor and the human resources department ~~when they are contemplating retirement. A~~ at least 30-days prior to their anticipated retirement date written notice is requested. ~~Upon being qualified under the employee's respective retirement plan, the employee may be eligible for retirement health benefits as described in the following sections. An employee who wishes to extend their last day of employment using accrued vacation leave must also provide at least 30 days notice. If a 30-day notice is not given, the employee may not be permitted to extend their last day with vacation leave, unless otherwise approved by the appointing authority.~~

Sec. 70-184. Last day of employment.

- (a) The last effective date of employment is the date of the employee's last physical day of work. ~~An~~ Exceptions may be made for good business reasons by the director of human resources. Payment for eligible accrued leaves and other ~~termination~~ applicable pay, if any, ~~is will be~~ paid on the next regularly scheduled payday. ~~An employee retiring from the city or leaving employment due to a layoff or reduction in force may use their vacation leave accruals to extend their last day of employment. A retiring employee may only extend their last day of employment by the amount of vacation leave accruals they have on the day they give notice to the city. An employee subject to a layoff or reduction in force may only extend their last day of employment by the amount of vacation leave accruals they have on the day they are given official notice of their position being eliminated. Retiring employees and those subject to layoff or reduction in force extending their last day in this manner will no longer receive any car allowance, assignment pay, or shift differential after their last day of work.~~
- (b) An employee retiring from the city or leaving employment due to a layoff or reduction in force may use their vacation leave accruals to extend their last day of employment. An employee may only extend their last day of employment by the amount of vacation leave accruals they have on their last physical day of work. An employee who is extending their last day in this manner will only receive base pay after their last physical day of work.
- (c) On or before the employee's last day of work, all city property must be returned to the employee's department. Failure to return city property can result in a deduction in pay. If an employee fails to return any city property, and the ~~manager~~ supervisor wishes to deduct the value of the property from the employee's final paycheck, the ~~manager~~ supervisor must first provide written notice to the employee within ten days after employment terminates, informing the employee that the property was not returned; the replacement value of the property; and date when the property was provided to the employee. If not returned within 14 days from the date the notice is provided to the employee, the city may deduct the value from the employee's final paycheck. If the employee subsequently returns the property within 14 days of the deduction of their wages, the city must then repay the employee within 14 days of the receipt of the returned property.

Sec. 70-186. Layoffs and reductions in force.

- (a) In the event the city must reduce the workforce for any reason, as determined by the city, employees may be laid off.
- (b) In the event of a layoff, a reduction in force (RIF) will be limited to the department within which layoffs take place. The primary factors to be used in determining which employees are affected by the RIF are the individual employee's skill and ability to perform their job and veteran's preference according to state law. In those positions in which employees possess differing skills and abilities, the city will retain the employee who is more capable of performing the job, regardless of seniority. Among the factors to be considered in evaluating employee skill and ability are performance appraisals, disciplinary actions, and related information or references to such information filed in employee personnel files within the human resources department or the supervisor's file. Such determination will be made by the department's management with agreement from the human resources department and ~~legal~~ city attorney's office. In situations in which ~~incumbents'~~ employee's skills and abilities are relatively equal, seniority will determine the order in which employees are affected by a RIF. Seniority will be calculated based upon an employee's anniversary date. date of hire as a benefitted employee. Date of hire is the date on which a regular or probationary employee began employment with the city, and which is used to calculate eligibility and accruals for sick leave, vacation leave, pension vesting, and longevity pay.
- (c) When only one ~~employee individual~~ has a particular job title, and the service or program provided by that ~~individual~~ is a service or program that has been eliminated as part of the RIF, that employee's ~~individual's~~ position will also be eliminated.
- (d) An appointing authority may, with the approval of the city manager, elect either to reduce the total working hours of employees or reduce the level of payment and responsibility of the current classification, or both, in order to minimize the effect of general layoffs as determined by the operational needs of the city.
- (e) Employees who have been promoted, but who are serving a probationary period at the time of a RIF, shall be considered to hold the position in the highest classification in which they have completed the probationary period.

Personnel Rules Update

City Council Business Meeting
December 2, 2025

Introduction & Summary

Chapter 70 of the Arvada City Code contains the Personnel Rules

- Defines the City's personnel merit system and terms and conditions of employment.
- Updates recommended for compliance, changing practices, and general housekeeping.
- Updates to the Personnel Rules are not expected to have a significant budget impact.
- Approval of the City Council is required to implement these changes.

City Council Strategic Alignment

Organizational Service and Effectiveness Work System Services

- Provides leadership, policy and guidance, communication and engagement services to City Council, the community and the organization by utilizing a values-driven culture, ethical behavior, and transparency to maintain trust.
- Fosters an employer of choice work environment that attracts and retains a highly engaged, inclusive workforce and promotes a culture of wellness, safety, cycles of learning, and performance excellence.

Article I - In General & Article II - Employment

Sec. 70-4 Application

- New section- clarifies the Personnel Rules apply to employees & excludes elected officials or members of boards and commissions or committees. Also notes that department directors are exempt from certain sections.

Sec. 70-32 Definitions and Employment Status

- Added definition for Base Pay, deleted For-cause Employee, updated At Will, Regular, Seasonal and Variable Employee definitions. Updates to better comply with applicable laws & current practices.

Sec. 70-34 Job Vacancy and Posting

- Removed a statement regarding vacancies posted internally only if a qualified pool of current employees is identified. Better compliance with Colorado Equal Pay for Equal Work Act.

Sec. 70-61 Pay Rates for Temporary Acting Assignments

- Clarifies that employees who become eligible for a step increase for their regular assigned position, while in an acting assignment, will receive the step increase on the date they return to their regular role.

Article III - Employee Compensation & Article IV- Attendance and Leave

Sec. 70.62 Longevity Pay - removed, no longer applicable.

Sec. 70-104 Vacation Leave

- Proposing to increase civilian employee vacation accrual to match sworn employee accruals.
 - Market comparisons indicate that the City's civilian vacation accruals are falling below average.
 - Aligning the accrual rates will enhance the City's market competitiveness and promote equitable leave benefits across all employee groups.

Sec. 70-107 Extended Medical Leave

- Clarifies that extended medical leave is for a maximum of 14 *calendar* weeks; references where procedures can be found in City policy.

Sec. 70-108 Injury Leave and Sec. 70-114 Jury Duty

- Removes procedural language and references where procedures can be found in City Policy.

Article VII - Separation and Termination of Employment

Sec. 70-183 Retirement

- Update: requires an employee to give 30 days notice of intent to retire if they want to receive the benefit of being able to extend their last day by their accrued vacation.

Sec. 70-184 Last Day of Employment

- Clarifies that employees extending their last day by accrued vacation will receive base pay only after their last physical day of work.

Sec. 70-186 Layoffs and Reductions in Force

- Removes reference to longevity pay; clarifies seniority is based on anniversary date of employment.

Questions?



REPORT FROM CITY COUNCIL

AGENDA ITEM
12.A.

DATE: December 2, 2025

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)
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)
Shawna Ambrose	Adams County Regional Economic Partnership (ACREP) Arvada Audit Committee Bond Oversight Committee CML Policy Committee Housing Advisory Committee Jefferson County R-1 Schools Coordinating Committee Arvada Visitors Center Committee (Alternate) Olde Town Business Improvement (BID) (Alternate)

Sharon Davis	Apex Coordinating Committee Arvada Municipal Court/Judicial Committee Denver Regional Council of Governments (DRCOG) Jefferson County Community Corrections Board Jefferson Economic Development Council (JDEC) Jeffco Transportation Action & Advisory Group (JEFFTAAG) E-470 Authority (Alternate)
Bob Fifer	Arvada City Attorney Committee Arvada Fire Protection District Coordinating Committee Arvada Transportation 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)
Brad Rupert	Arvada Chamber of Commerce Government Affairs Committee Arvada Fire Protection District Coordinating Committee Jefferson County R-1 Schools Coordinating Committee Smart City Advisory Committee Adams County Regional Economic Partnership (ACREP) (Alternate) Denver Regional Council of Governments (DRCOG) (Alternate) Jeffco Transportation Action & Advisory Group (JEFFTAAG) (Alternate) Jefferson County Community Corrections Board (Alternate) West Connect Coalition (Alternate)

*asterisked committees are not appointed by Council



REPORT TO CITY COUNCIL

AGENDA ITEM
13.A.

TO: THE HONORABLE CITY COUNCIL

DATE: December 2, 2025

SUBJECT: Review of Future Workshops and Presentations

Report in Brief

The City Manager's Office maintains a list of upcoming workshops and presentations to be scheduled for City Council meetings. During City Manager Reports, at the end of City Council business meetings, City Manager Don Wick, 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	11/13/2025
Linda Haley, Deputy City Manager	11/13/2025
Don Wick, City Manager	11/13/2025

Enclosure, exhibits & attachments required to support the report

2025 CITY COUNCIL WORKSHOPS, STUDY SESSIONS, PRESENTATIONS AND RETREATS (TENTATIVE)

WORKSHOPS	Date	Lead
JPPHA Presentation	Dec 9	CMO
Infrastructure Annual Report	Dec 9	INFRA
2026		
Storm Water 101	Jan 13	INFRA
Parks Rules and Regulations Code Update	Jan 13	VCN
Comp Plan Update	Jan 27	CED
International Building Codes update and Wildland Urban Interface Code	Jan 27	CED
ADA Transition Plan Updates	Feb 10	INFRA
Climate Action Plan 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.	Feb 10	INFRA
No Meeting – Board and Commission Interviews	Feb 24	
Solid Waste Rates and Fees	Mar 10	INFRA
Business meeting – no workshops	Mar 24	
Annual Update for City Attorney’s Office	Apr 14	CAO
Annual Update for Municipal Court	Apr 14	MC
SW Rate Structure	Apr 28	INFRA
W/WW/SW Rates and Fees – Why and How	May 12	INFRA
	May 26	
System Development Charges	June 9	INFRA
No meeting – CML Conference	June 23	
No Meeting – Appointee Evaluations	July 14	
W/WW/SW Rates and Fees – Financial Scenario	July 28	INFRA
W/WW/SW Rates and Fees – Final Scenario	Aug 25	INFRA
	Sept 8	
Place holder for additional W/WW/SW Rates and Fees (if needed)	Sept 22	INFRA
	Oct 13	
	Oct 27	
	Nov 10	
No Meeting – Holiday Week	Nov 24	
Infrastructure Annual Report	Dec 8	INFRA
No Meeting – Holiday Week	Dec 22	
Harvest Festival	TBD	
End of Year City Council Strategic Plan Update	TBD	CMO
Building Code Update	TBD	CED
Parks Master Plan	TBD	VCN
Pavement Program	TBD	INFRA
PRESENTATIONS		
STUDY SESSIONS		
Council Bylaws	Dec 9	CAO

Short Term Rentals	Jan 13	CED
City Expenditures, BID and Chamber funding	TBD	Finance
Waste Diversion Plan	TBD	INFRA
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		