

City of Arvada

City Council Agenda

DECEMBER 16, 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 Ethics

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

1. Call to Order - 6:00 PM
2. Moment of Reflection and Pledge of Allegiance - Mayor Pro Tem Moorman
3. Roll Call of Councilmembers
4. Approval of Minutes
 - A. November 18, 2025 and December 2, 2025 City Council Meetings
5. Recognitions and Communications
 - A. Recognition of Michael P. Griffith for Planning Commission Service - Presented by Councilmember Ambrose
6. Presentations - None
7. Public Comment on Issues not Scheduled on Agenda - Three Minute Limit
8. New Business
 - A. Consent Agenda
 1. R25-119, A Resolution Authorizing an Intergovernmental Agreement By and Between the City of Arvada and Colorado Department of Transportation (CDOT) for 80th Avenue Signal Upgrades, CDOT Project SHO M040-039
 2. R25-120, A Resolution Authorizing an Agreement between the City of Arvada and the Olde Town Arvada Business Improvement District for the Fiscal Year 2026 Programs and Services in Olde Town Arvada

3. R25-121, A Resolution Concerning Electric Vehicle Charging Systems
- B. Resolutions
 1. R25-122, A Resolution Adopting the City of Arvada's 2026 Legislative Agenda (Presenters: Don Wick, City Manager; Padraic Emerine, Senior Assistant City Attorney)
 2. R25-123, A Resolution Authorizing Amendments to the Bylaws and Rules of Procedure of the Arvada Park Advisory Committee (Presenter: Ryan Stevenson, Director of VCN)
- C. Ordinances (First Reading) - None
9. Other
 - A. Appointment to Planning Commission (Continued from December 2, 2025)
 - B. Appointments of City Council Members to Various Boards and Committees
10. Public Hearings - 6:15 PM
 - A. CB25-028, An Ordinance Repealing and Reenacting Various Sections of Chapter 82, Purchasing and Contracts, of the Arvada City Code (Ordinance No. 4914) (Presenter: Bryan Archer, Chief Financial Officer)
 - B. CB25-029, An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2025 (Ordinance No. 4915) (Presenter: Bryan Archer, Chief Financial Officer)
 - C. Major Comprehensive Plan Amendment and Rezoning for Candelas Point Block 3, a 4.86 acres parcel of land approximately located at the southwest corner of W 92nd Drive and Wilkerson Court (Presenter: Rob Smetana, Planning Manager)
 1. CP2025-0004 A Resolution by the Planning Commission for the City of Arvada, Colorado to Amend the 2014 Arvada Comprehensive Plan Land Use Designation Pertaining to Candelas Point Block 3 from City of Arvada Mixed-Use to City of Arvada Medium Density Residential, A 4.86 Parcel of Land Located at the Southwestern Corner of W 92nd Drive and Wilkerson Court (Presenter: Rob Smetana, Planning Manager)
 2. 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 (Ordinance No. 4916) (Presenter: Rob Smetana, Planning Manager)
11. Public Comment - Five Minute Limit
12. Reports from City Council
 - A. Council Committee Reports
13. Reports from City Manager
 - A. Review of Future Workshops and Presentations
14. Reports from City Attorney
15. Adjournment



SUMMARY OF MINUTES OF THE MEETING OF THE ARVADA CITY COUNCIL HELD NOVEMBER 18, 2025

1. Executive Session – 5:00 p.m.
Legal Advice, Pursuant to CRS 24-6-402(4)(b) Relating to Open Meetings and Meeting Process

Councilmember Ambrose moved to go into executive session for Legal Advice, Pursuant to CRS 24-6-402(4)(b) Relating to Open Meetings and Meeting Process

The following votes were cast on the Motion:

Those voting Yes: Moorman, Ambrose, Davis, Fifer, Griffith, Lovisone

Those Absent: Simpson

The Motion was Approved

1. Call to Order - 6:20 p.m.
2. Moment of Reflection and Pledge of Allegiance
3. Roll Call of Councilmembers

Those Present: Mayor Pro Tem Randy Moorman, Councilmember Shawna Ambrose, Councilmember Sharon Davis, Councilmember Bob Fifer, Councilmember Michael Griffith, Councilmember Rebecka Lovisone

Councilmember Fifer moved to excuse Mayor Simpson from the meeting.

The following votes were cast on the Motion:

Those voting Yes: Moorman, Ambrose, Davis, Fifer, Griffith, Lovisone

Those Absent: Simpson

The Motion was Approved

Also Present: Don Wick, City Manager, Rachel Morris, City Attorney, Linda Haley, Deputy City Manager, Allison Scheck, Deputy City Manager, Bryan Archer, Chief Financial Officer, Jacqueline Rhoades, Director of Infrastructure, Jessica Garner, Director of Community and Economic Development, Jessie Bauters, Communications Manager, Department of Community and Economic Development and Kristen Rush, City Clerk.

4. Approval of Minutes – October 7, 2025; October 21, 2025; and November 11, 2025, City Council Meetings

The minutes stand approved as amended.
5. Recognition and Communication –
A, Proclamation for Colorado Crash Responder Safety Week - Presented by Councilmember Fifer

Councilmember Fifer read the proclamation and said that City Council designates November 17-21 as Colorado Crash Responder Safety Week.

Commander Kelly Sheehan, Officer Michael Christopher, Officer TJ Wees and Accident Investigator Ryan Nelson were present to accept the proclamation.

B. Proclamation for Small Business Saturday - Presented by Councilmember Ambrose

Councilmember Ambrose read the proclamation and said that City Council designates Saturday, November 29, 2025, as Small Business Saturday.

Representatives from Olde Town businesses were present to accept the proclamation.

6. Presentations -

A. 2025 Third Quarter Financial Report

The Finance team presented the 2025 third quarter financial report. This included updates on specific performance measures, an overview of the major revenue categories in the General Fund, a high-level look at the other Major Funds including: Parks, Tax Increment, Water, Wastewater, Stormwater, Solid Waste and Golf, a review of the City's Investment portfolio and an overview of Grants.

B. Love, Inc.

Love, Inc. is a national movement that partners local churches to mobilize their members to transform lives and communities by meeting the tangible and intangible needs of people in need both immediate needs and needs in the future.

Representatives from the local Love, Inc provided the council with a brief presentation on the work of Love, Inc.

7. Public Comment –

A. Karen Gerbatsch, Arvada resident, addressed council regarding 6800 Kilmer Street

B. Derek Hammer, Arvada resident, addressed council regarding Food Assistance programs

8. New Business

A. Consent Agenda –

- | | | |
|----|---------|--|
| 1. | R25-103 | A Resolution Authorizing a Third Amendment to the Agreement Between the City Of Arvada and SEMA Construction, Inc. to Approve the Long Lead-Time Procurement of Steel Related to Work Anticipated Under CP3 in an Amount not to Exceed \$5,314,880.87 |
| 2. | R25-104 | A Resolution Authorizing an Intergovernmental Agreement Between the City of Arvada and Jefferson County School District Regarding MS4 Permit Coverage |
| 3. | R25-105 | A Resolution Authorizing a First Amendment to the Intergovernmental Agreement by and between the Urban Drainage and Flood Control District d/b/a Mile High Flood District and the City of Arvada Regarding Design and Construction of Drainage and Flood Control Improvements for the Hidden Lake Drainageway at Arvada Center |

4. R25-106 A Resolution Authorizing Change Order #2 to an Agreement By and Between the City of Arvada and NexCivil Engineering and Construction LLC for 2024 Drainage Improvements, CSB 25-ENG-031, in an Amount not to Exceed \$167,475.85, Thereby Increasing the Total Contract Amount to an Amount not to Exceed \$864,664.24
5. R25-107 A Resolution Adopting the Pay Plan for Fiscal Year 2026
6. R25-108 A Resolution Authorizing an Employment Agreement Between the City of Arvada and Alexa Visscher Appointing her as a Municipal Court Relief Judge for 2026
7. R25-109 A Resolution Authorizing an Employment Agreement Between the City of Arvada and Charles Tingle Appointing him as a Municipal Court Relief Judge for 2026
8. R25-110 A Resolution Authorizing an Employment Agreement Between the City of Arvada and Barbara Henk Appointing her as a Municipal Court Relief Judge for 2026
9. R25-111 A Resolution Authorizing an Employment Agreement Between the City of Arvada and Jenness Ivie Appointing her as a Municipal Court Relief Judge for 2026
10. R25-112 A Resolution Authorizing an Employment Agreement Between the City of Arvada and Michelle Prince-Bowen Appointing her as a Municipal Court Relief Judge for 2026
11. R25-113 A Resolution Authorizing an Employment Agreement Between the City of Arvada and Michelle Weaver Appointing her as a Municipal Court Relief Judge for 2026
12. R25-114 A Resolution Authorizing an Employment Agreement Between the City of Arvada and Aly Harmon Appointing her as a Municipal Court Relief Judge for 2026

Councilmember Ambrose moved that R25-103, A Resolution Authorizing a Third Amendment to the Agreement Between the City Of Arvada and SEMA Construction, Inc. to Approve the Long Lead-Time Procurement of Steel Related to Work Anticipated Under CP3 in an Amount not to Exceed \$5,314,880.87; R25-104, A Resolution Authorizing an Intergovernmental Agreement Between the City of Arvada and Jefferson County School District Regarding MS4 Permit Coverage; R25-105, A Resolution Authorizing a First Amendment to the Intergovernmental Agreement by and between the Urban Drainage and Flood Control District d/b/a Mile High Flood District and the City of Arvada Regarding Design and Construction of Drainage and Flood Control Improvements for the Hidden Lake Drainageway at Arvada Center; R25-106, A Resolution Authorizing Change Order #2 to an Agreement By and Between the City of Arvada and NexCivil Engineering and Construction LLC for 2024 Drainage Improvements, CSB 25-ENG-031, in an Amount not to Exceed \$167,475.85, Thereby Increasing the Total Contract Amount to an Amount not to Exceed \$864,664.24; R25-107, A Resolution Adopting the Pay Plan for Fiscal Year 2026; R25-108, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Alexa Visscher Appointing Her as a Municipal Court Relief Judge for 2026; R25-109, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Charles Tingle Appointing him as a Municipal Court Relief Judge for 2026; R25-110, A Resolution Authorizing an Employment Agreement Between the

City of Arvada and Barbara Henk Appointing Her as a Municipal Court Relief Judge for 2026; R25-111, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Jenness Ivie Appointing Her as a Municipal Court Relief Judge for 2026; R25-112, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Michelle Prince-Bowen Appointing Her as a Municipal Court Relief Judge for 2026; R25-113, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Michelle Weaver Appointing Her as a Municipal Court Relief Judge for 2026; R25-114, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Aly Harmon Appointing Her as a Municipal Court Relief Judge for 2026, be approved.

The following votes were cast on the Motion:

Those voting Yes: Moorman, Ambrose, Davis, Fifer, Griffith, Lovisone

Those Absent: Simpson

The Motion was Approved

B. Resolutions –

1. R25-115 A Resolution Authorizing an Employment Agreement Between the City of Arvada and Joscelyn Shively Appointing Her as a Municipal Court Relief Judge for 2025 and 2026

Padraic Emerine, Senior Assistant City Attorney, reviewed this resolution with council.

Councilmember Davis moved that R25-115, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Joscelyn Shively Appointing Her as a Municipal Court Relief Judge for 2025 and 2026, be approved.

The following votes were cast on the Motion:

Those voting Yes: Moorman, Ambrose, Davis, Fifer, Griffith, Lovisone

Those Absent: Simpson

The Motion was Approved

Following the adoption of the resolution, Judge Kurtz swore in Joscelyn Shively as a relief judge.

2. R25-116 A Resolution Authorizing an Employment Agreement Between the City of Arvada and Ernest Fuller Appointing him as a Municipal Court Relief Judge for 2025 and 2026

Padraic Emerine, Senior Assistant City Attorney, reviewed this resolution with council.

Councilmember Ambrose moved that R25-116, A Resolution Authorizing an Employment Agreement Between the City of Arvada and Ernest Fuller Appointing him as a Municipal Court Relief Judge for 2025 and 2026, be approved.

The following votes were cast on the Motion:

Those voting Yes: Moorman, Ambrose, Davis, Fifer, Griffith, Lovisone

Those Absent: Simpson

The Motion was Approved

Following the adoption of the resolution, Judge Kurtz swore in Ernest Fuller as a relief judge.

C. Ordinances (First Reading) -

1. CB25-027 An Ordinance Repealing and Reenacting Various Sections of Chapter 70, Personnel Rules, of the Arvada City Code (Public Hearing to be set for December 2, 2025 at 6:15 p.m.)

Councilmember Fifer moved that CB25-027, An Ordinance Repealing and Reenacting Various Sections of Chapter 70, Personnel Rules, of the Arvada City Code, be approved on first reading, ordered published in full and a public hearing set for December 2, 2025, at 6:15 p.m.

The following votes were cast on the Motion:

Those voting Yes: Moorman, Ambrose, Davis, Fifer, Griffith, Lovisone

Those Absent: Simpson

The Motion was Approved

10. Other - None

11. Public Hearings –

- A. CB25-026 An Ordinance Repealing and Reenacting Article XI (Micromobility Program) of Chapter 54, Motor Vehicles and Traffic, of the Arvada City Code (Ordinance No. 4912) (Presenter: Aislinn Droski, Transportation Planner)

Mayor Pro Tem Moorman opened the public hearing on CB25-026.

Aislinn Droski, Transportation Planner reviewed this ordinance with council

No one wishing to speak for or against, Mayor Pro Tem Moorman closed the public hearing.

Councilmember Ambrose moved that CB25-026, An Ordinance Repealing and Reenacting Article XI (Micromobility Program) of Chapter 54, Motor Vehicles and Traffic, of the Arvada City Code, be approved on final reading, numbered 4912 and ordered published by title only.

The following votes were cast on the Motion:

Those voting Yes: Moorman, Ambrose, Davis, Fifer, Griffith, Lovisone

Those Absent: Simpson

The Motion was Approved

12. Public Comment - Five Minute Limit – None

13. City Council Reports –

- A. Councilmember Davis reminded residents about the services that the Community Table provides.

- B. Councilmember Ambrose said that the Arvada Resiliency Task Force raised money for the

Community Table as well.

- C. Councilmember Ambrose invited everyone to the Tree Lighting in Olde Town on November 29, which is also Small Business Saturday.
- D. Mayor Pro Tem Moorman encouraged everyone to see Frozen at the Arvada Center.
- E. Mayor Pro Tem Moorman welcomed new councilmembers Griffith and Lovisone to their first meeting.

14. City Manager Reports –

- A. Don Wick, City Manager, said that the Adams County Board of County Commissioners will have a meeting tomorrow, November 19 from 5-7 p.m. for a Regional Collaboration Roundtable, which will be followed up in January with another session.
- B. Mr. Wick said that the next council meeting will be on December 2.

15. City Attorney Reports – None

16. Adjournment at 7:50 p.m.

Randy Moorman, Mayor Pro Tem

SEAL:

Kristen R. Rush, City Clerk



**SUMMARY OF MINUTES OF THE MEETING OF THE ARVADA CITY COUNCIL HELD
DECEMBER 2, 2025**

1. Executive Session – 5:00 p.m.
Legal Advice, Pursuant to CRS 24-6-402(4)(b) Relating to Quasi-Judicial Matters

Councilmember Davis moved to go into executive session for Legal Advice, Pursuant to CRS 24-6-402(4)(b) Relating to Quasi-Judicial Matters

The following votes were cast on the Motion:

Those voting Yes: Moorman, Ambrose, Davis, Griffith, Lovisone

Those Absent: Simpson, Fifer

The Motion was Approved

1. Call to Order - 6:00 p.m.
2. Moment of Reflection and Pledge of Allegiance
3. Roll Call of Councilmembers

Those Present: Mayor Pro Tem Randy Moorman, Councilmember Shawna Ambrose, Councilmember Sharon Davis, Councilmember Michael Griffith, Councilmember Rebecka Lovisone

Councilmember Davis moved to excuse Mayor Simpson and Councilmember Fifer from the meeting.

The following votes were cast on the Motion:

Those voting Yes: Moorman, Ambrose, Davis, Griffith, Lovisone

Those Absent: Simpson, Fifer

The Motion was Approved

Also Present: Don Wick, City Manager, Rachel Morris, City Attorney, Linda Haley, Deputy City Manager, Allison Scheck, Deputy City Manager, Bryan Archer, Chief Financial Officer, Jacqueline Rhoades, Director of Infrastructure, Jessica Garner, Director of Community and Economic Development, Jessie Bauters, Communications Manager, Department of Community and Economic Development and Kristen Rush, City Clerk.

4. Approval of Minutes – None
5. Recognition and Communication – None
6. Presentations - None
7. Public Comment –

- A. Mike Rawluk, Golden resident, addressed council regarding public comment at council meetings.
- B. Gina Hallisey, Arvada resident, addressed council regarding public comment at council meetings.
- C. Elaine Fitzgerald, Arvada resident, addressed council regarding the vision for west Arvada.
- D. James Loftus, Arvada resident, addressed council regarding Flock cameras.
- E. Mindy Mohr, Arvada resident, thanked everyone for their work on homeless issues.

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

R25-118 was removed from the Consent Agenda.

Councilmember Lovisone moved 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.

The following votes were cast on the Motion:

Those voting Yes: Moorman, Ambrose, Davis, Griffith, Lovisone

Those Absent: Simpson, Fifer

The Motion was Approved

Jacqueline Rhodes, Director of Infrastructure, reviewed R25-018 with council.

Councilmember Lovisone moved 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.

The following votes were cast on the Motion:

Those voting Yes: Moorman, Ambrose, Davis, Griffith, Lovisone

Those Absent: Simpson, Fifer

The Motion was Approved

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.)

Councilmember Davis moved that CB25-028, An Ordinance Repealing and Reenacting Various Sections of Chapter 82, Purchasing and Contracts, of the Arvada City Code; CB25-029, An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2025; 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 set for December 16, 2025, at 6:15 p.m.

The following votes were cast on the Motion:

Those voting Yes: Moorman, Ambrose, Davis, Griffith, Lovisone

Those Absent: Simpson, Fifer

The Motion was Approved

10. Other -

A. Appointment to the Planning Commission

Councilmember Davis moved to remove this from the agenda and continue it to December 16.

The following votes were cast on the Motion:

Those voting Yes: Moorman, Ambrose, Davis, Griffith, Lovisone

Those Absent: Simpson, Fifer
The Motion was Approved

11. Public Hearings –

- A. CB25-027 An Ordinance Repealing and Reenacting Various Sections of Chapter 70, Personnel Rules, of the Arvada City Code (Ord 4913)

Mayor Pro Tem Moorman opened the public hearing on CB25-027.

Gabriella Bommer, Director of Human Resources, reviewed this ordinance with council.

No one wishing to speak for or against, Mayor Pro Tem Moorman closed the public hearing.

Councilmember Ambrose moved that 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), be approved on final reading, numbered 4913 and ordered published by title only.

The following votes were cast on the Motion:

Those voting Yes: Moorman, Ambrose, Davis, Griffith, Lovisone

Those Absent: Simpson, Fifer

The Motion was Approved

12. Public Comment - Five Minute Limit – None

13. City Council Reports –

- A. Councilmember Ambrose discussed an upcoming Adams County Regional Council of Governments Leadership Summit.
- B. Councilmember Ambrose said that the Arvada Resiliency Task Force raised \$20,000 in gift cards for meals during the holidays.
- C. Councilmember Ambrose discussed the Tree Lighting in Olde Town on Saturday.
- D. Councilmember Ambrose encouraged everyone to continue to support small businesses.
- E. Councilmember Davis thanked Councilmember Ambrose for her and her daughter's performance at the Tree Lighting.
- F. Councilmember Davis encouraged everyone to continue to support small businesses.
- G. Councilmember Griffith encouraged everyone to see Frozen at the Arvada Center.
- H. Councilmember Griffith said that recruiting for Boards and Commissions is open and encourages everyone to apply.
- I. Mayor Pro Tem Moorman noted the passing of State Senator Faith Winter.

- J. Mayor Pro Tem Moorman said that on December 4 there will be a Community Open House meeting regarding West 72nd Avenue at Oberon Middle School, 7300 Quail Street from 5 to 7 p.m.
- K. Mayor Pro Tem Moorman said that he will have his monthly chat on December 19 from 2 to 4 p.m., at Sweet Bloom on 77th and Wadsworth.
- L. Mayor Pro Tem Moorman said that he will be playing the role of Scrooge on Saturday at Arvada United Methodist Church.

14. City Manager Reports –

Don Wick, City Manager, reviewed the upcoming Study Session and Workshop Schedule.

15. City Attorney Reports – None

16. Adjournment at 7:05 p.m.

Randy Moorman, Mayor Pro Tem

SEAL:

Kristen R. Rush, City Clerk



REPORT TO CITY COUNCIL

AGENDA ITEM
5.A.

TO: THE HONORABLE CITY COUNCIL

DATE: December 16, 2025

SUBJECT: Recognition of Michael P. Griffith for Planning Commission Service - Presented by Councilmember Ambrose

Report in Brief

Tonight we recognize Michael P. Griffith for his years of service to the Arvada Planning Commission, which serves as an advisory body to the City Council. The Commission reviews annexations, rezonings, subdivisions, planned unit developments, and formulates a long-range comprehensive plan. Individuals on this Commission play a key role in the development of the City of Arvada. Mr. Griffith served on the Planning Commission for 8 years, from April 2017 to November 2025, when he was elected to the City Council. During his tenure, he reviewed over 300 cases of developments. The following are some of the more notable cases:

- Candelas Commerical
- Morgan at Ralston Creek
- Multiple Fire/Police Stations
- Apex Field House
- Hilton Garden Inn
- Land Development Code Re-write (2020)

For the past four years, Mr. Griffith has served as the Commission chair. He showed leadership and passion for the Commission and for the community. His contribution to the community is significant, and we thank him for the many years of dedication to the City of Arvada.

Prepared by:

Josie Suk, Development Systems and Administrative Manager

Reviewed by:

Approved by:

Rob Smetana, Planning Manager	11/20/2025
Jessica Garner, Director of Community and Economic Development	11/20/2025
Gail Walker, Legal Specialist-Contracts	11/20/2025
Kelsy Sargent, Assistant City Attorney	11/20/2025
Rachel Morris, City Attorney	11/24/2025
Jessica Morales, Deputy City Attorney	11/25/2025
Allison Scheck, Deputy City Manager	11/25/2025
Don Wick, City Manager	11/26/2025

SUBJECT: Recognition of Michael P. Griffith for Planning Commission Service - Presented
by Councilmember Ambrose

PAGE: 2
ITEM: 5.A.

Enclosure, exhibits & attachments required to support the report



REPORT TO CITY COUNCIL

AGENDA ITEM
8.A.

TO: THE HONORABLE CITY COUNCIL

DATE: December 16, 2025

SUBJECT: Consent Agenda

Report in Brief

1.R25-119, A Resolution Authorizing an Intergovernmental Agreement By and Between the City of Arvada and Colorado Department of Transportation (CDOT) for 80th Avenue Signal Upgrades, CDOT Project SHO M040-039

2. R25-120, A Resolution Authorizing an Agreement between the City of Arvada and the Olde Town Arvada Business Improvement District for the Fiscal Year 2026 Programs and Services in Olde Town Arvada

3. R25-121, A Resolution Concerning Electric Vehicle Charging Systems

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 16, 2025

SUBJECT: R25-119, A Resolution Authorizing an Intergovernmental Agreement By and Between the City of Arvada and Colorado Department of Transportation (CDOT) for 80th Avenue Signal Upgrades, CDOT Project SHO M040-039

Report in Brief

PRESENTER: Elijah Vignet-Kotze, Traffic Engineer

The City of Arvada has recently been awarded three Highway Safety Improvement Program (HSIP) grants to improve several intersections along West 80th Avenue. The scope of these improvements include new mast arms at several locations, updated equipment at each signal, and upgraded pedestrian push buttons and countdown signal indications. This Intergovernmental Agreement (IGA) has been placed under City Council review to execute the agreement between the City of Arvada and the Colorado Department of Transportation and authorize the use of these grant funds.

The Arvada team recommends that the City Council approve R25-119, A Resolution Authorizing an Intergovernmental Agreement By and Between the City of Arvada and Colorado Department of Transportation (CDOT) for 80th Avenue Signal Upgrades, CDOT Project SHO M040-039.

Financial Impact

The total financial impact as specified in the IGA is \$3,664,983.00, which is to be funded at 90% federal funds (\$3,298,485) and 10% local funds (\$366,498). The 10% local funds are identified as the minimum required expenditure by the City of Arvada. There are approved capital funds for this project 24-TC-02.

Background

W 80th Avenue between Alkire Street and Ames Way stands out as an aging corridor in need of safety improvements. This corridor has recorded over 250 vehicle crashes from 2017 to 2025, with many accidents occurring at nighttime. The City of Arvada has been granted HSIP funding from CDOT for the improvement of 11 intersections in this corridor. The intent of the original application of these funds is to align this project with Infrastructure Goal 4 defined in the Arvada City Council Strategic Plan, to “innovate safe, accessible, and efficient connections to modes of transit...with a focus on enhanced technology at high-priority intersections improving safety, minimizing traffic congestion, and making first and last-mile connections”.

Discussion

If City Council chooses to approve this IGA, the federal funds that CDOT will provide to the City of Arvada can be used to increase safety at all intersections in the project via upgrades to signal infrastructure, accessible pedestrian push buttons, and increased lighting and visibility of the signals during nighttime hours. If the IGA is not approved, the infrastructure would have to reallocate or request future CIP funds to improve the signals, leading to a longer wait time until the project is completed and the chance that the scope is not fully recognized.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

Strategic Alignment

This item aligns with the strategic result of physical and technology systems, specifically the strategic goal of identifying and prioritizing projects for modernization of our physical infrastructure to maintain and elevate service levels. This item also aligns with Infrastructure service INF4, to innovate safe, accessible, and efficient connections to modes of transportation with a focus on enhanced technology to improve safety.

Alternative Courses of Action

Recommendation for Action

The Arvada team recommends that the City Council approve R25-119, A Resolution Authorizing an Intergovernmental Agreement By and Between the City of Arvada and Colorado Department of Transportation (CDOT) for 80th Avenue Signal Upgrades, CDOT Project SHO M040-039.

Suggested Motion:

I move that R25-119, A Resolution Authorizing an Intergovernmental Agreement By and Between the City of Arvada and Colorado Department of Transportation (CDOT) for 80th Avenue Signal Upgrades, CDOT Project SHO M040-039, be (approved) (rejected).

Prepared by:
Tammy Hedlund, Legal Specialist

Reviewed by:

Approved by:

Claudia Vaughan, City Engineer	11/20/2025
Jacqueline Rhoades, Director of Infrastructure	11/21/2025
Bryan Archer, Chief Financial Officer	11/21/2025
Tammy Hedlund, Legal Specialist	11/24/2025
Zachary Woolweaver, Assistant City Attorney I	11/24/2025
Elijah Vignet-Kotze, Traffic Engineer	11/24/2025
Rachel Morris, City Attorney	11/24/2025
Jessica Morales, Deputy City Attorney	11/25/2025
Allison Scheck, Deputy City Manager	11/25/2025
Don Wick, City Manager	11/26/2025

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R25-119

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN THE CITY OF ARVADA AND COLORADO DEPARTMENT OF
TRANSPORTATION (CDOT) FOR 80TH AVENUE SIGNAL UPGRADES, CDOT PROJECT
SHO M040-039

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

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, an Intergovernmental Agreement by and between the City of Arvada and Colorado Department of Transportation (CDOT) for 80th Avenue Signal Upgrades (CDOT Project SHO M040-039), which is in substantially the same form as that attached hereto.

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

APPROVED AND ADOPTED this 16th day of December, 2025.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

By:

STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT

Signature and Cover Page

State Agency Department of Transportation			Agreement Routing Number 26-HA1-XC-00045
Local Agency CITY OF ARVADA			Agreement Effective Date The later of the effective date or October 14, 2025
Agreement Description ARVADA FY25-80TH AVE SIGNAL UPGRADES			Agreement Expiration Date October 13, 2035
Project # SHO M040- 039 (25533)	Region # R1	Contract Writer DMM	Agreement Maximum Amount \$3,664,983.00

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement and to bind the Party authorizing his or her signature.

LOCAL AGENCY CITY OF ARVADA By: _____ *Signature Name: _____ (Print Name) Title: _____ (Print Title) Date: _____	STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director _____ Keith Stefanik, P.E., Chief Engineer Date: _____
SECOND LOCAL AGENCY SIGNATURE, IF NEEDED CITY OF ARVADA By: _____ *Signature Name: _____ (Print Name) Title: _____ (Print Title) Date: _____	LEGAL REVIEW Philip J. Weiser, Attorney General _____ Assistant Attorney General _____ By: (Print Name and Title) Date: _____
In accordance with §24-30-202 C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Department of Transportation Effective Date: _____	

TABLE OF CONTENTS

1. PARTIES.....	2
2. TERM AND EFFECTIVE DATE.....	2
3. AUTHORITY.....	3
4. PURPOSE.....	4
5. DEFINITIONS.....	4
6. SCOPE OF WORK.....	7
7. PAYMENTS.....	11
8. REPORTING - NOTIFICATION.....	15
9. LOCAL AGENCY RECORDS.....	16
10. CONFIDENTIAL INFORMATION-STATE RECORDS.....	17
11. CONFLICTS OF INTEREST.....	18
12. INSURANCE.....	18
13. BREACH.....	20
14. REMEDIES.....	21
15. DISPUTE RESOLUTION.....	22
16. NOTICES AND REPRESENTATIVES.....	23
17. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION.....	23
18. GOVERNMENTAL IMMUNITY.....	24
19. STATEWIDE CONTRACT MANAGEMENT SYSTEM.....	24
20. GENERAL PROVISIONS.....	25
21. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3).....	27
22. FEDERAL REQUIREMENTS.....	29
23. DISADVANTAGED BUSINESS ENTERPRISE (DBE).....	29

EXHIBIT A, SCOPE OF WORK
EXHIBIT B, SAMPLE OPTION LETTER
EXHIBIT C, FUNDING PROVISIONS (Budget)
EXHIBIT D, LOCAL AGENCY RESOLUTION
EXHIBIT E, LOCAL AGENCY AGREEMENT ADMINISTRATION CHECKLIST
EXHIBIT F, CERTIFICATION FOR FEDERAL-AID AGREEMENTS
EXHIBIT G, DISADVANTAGED BUSINESS ENTERPRISE
EXHIBIT H, LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES
EXHIBIT I, FEDERAL-AID AGREEMENT PROVISIONS FOR CONSTRUCTION AGREEMENTS
EXHIBIT J, ADDITIONAL FEDERAL REQUIREMENTS
EXHIBIT K, FFATA SUPPLEMENTAL FEDERAL PROVISIONS
EXHIBIT L, SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT FORM
EXHIBIT M, OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS
EXHIBIT N, FEDERAL TREASURY PROVISIONS
EXHIBIT O, AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS
EXHIBIT P, SLFRF SUBRECIPIENT QUARTERLY REPORT
EXHIBIT Q, SLFRF REPORTING MODIFICATION FORM
EXHIBIT R, APPLICABLE FEDERAL AWARDS
EXHIBIT S, PII CERTIFICATION
EXHIBIT T, CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE

1. PARTIES

This Agreement is entered into by and between Local Agency named on the Signature and Cover Page for this Agreement (“Local Agency”), and the STATE OF COLORADO acting by and through the State agency named on the Signature and Cover Page for this Agreement (the “State” or “CDOT”). Local Agency and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and Agreement Funds shall be expended within the dates shown in **Exhibit C** for each respective phase (“Phase Performance Period(s)”). The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Local Agency for any Work performed or expense incurred before 1) the Effective Date of this original Agreement; except as described in **§7.D**; 2) before the encumbering document for the respective phase *and* the official Notice to Proceed for the respective phase; or 3) after the Final Phase Performance End Date, as shown in **Exhibit C**. Additionally, the State shall have no obligation to pay Local Agency for any Work performed or expense incurred after the Agreement Expiration Date or after required billing deadline specified in **§7.B.i.e.**, or the expiration of “Special Funding” if applicable, whichever is sooner. The State’s obligation to pay Agreement Funds exclusive of Special Funding will continue until the Agreement Expiration Date. If Agreement Funds expire before the Agreement Expiration Date, then no payments will be made after expiration of Agreement Funds.

B. Initial Term and Extension

The Parties’ respective performances under this Agreement shall commence on the Agreement Effective Date shown on the Signature and Cover Page for this Agreement and shall terminate on October 13, 2035 as shown on the Signature and Cover Page for this Agreement, unless sooner terminated or further extended in accordance with the terms of this Agreement. Upon request of Local Agency, the State may, in its sole discretion, extend the term of this Agreement by Option Letter pursuant **§7.E.iv**. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in **Exhibit C**.

C. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, and this ARPA Award is not appropriated, or otherwise become unavailable to fund this ARPA Award the State, in its discretion, may terminate this Agreement in whole or in part. This subsection shall not apply to a termination of this Agreement by the State for breach by Local Agency, which shall be governed by **§14.A.i**.

i. Method and Content

The State shall notify Local Agency by providing written notice to Local Agency of the termination and be in accordance with **§16**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Local Agency shall be subject to **§14.A.i.a**

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Local Agency an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Local Agency for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Local Agency which are directly attributable to the uncompleted portion of Local Agency’s obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Local Agency hereunder. This subsection shall not apply to a termination of this ARPA Award by the State for breach by Local Agency.

D. Local Agency Termination Under Federal Requirements

Local Agency may request termination of the ARPA Award by sending notice to the State, which includes the effective date of the termination. If this ARPA Award is terminated in this manner, then Local Agency shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. AUTHORITY

Authority to enter into this Agreement exists in the law as follows:

A. Federal Authority

Pursuant to Title I, Subtitle A, of the “Fixing America’s Surface Transportation Act” (FAST Act) of 2015, and to applicable provisions of Title 23 of the United States Code and implementing regulations at Title 23 of the Code of Federal Regulations, as may be amended, (collectively referred to hereinafter as the “Federal Provisions”), certain federal funds have been and are expected to continue to be allocated for transportation projects requested by Local Agency and eligible under the Surface Transportation Improvement Program that has been proposed by the State and approved by the Federal Highway Administration (“FHWA”).

Pursuant to Title VI of the Social Security Act, Section 602 of the “Coronavirus State and Local Fiscal Recovery Funds”, a part of the American Rescue Plan, provides state, local and Tribal governments with the resources needed to respond to the pandemic and its economic effects and to build a stronger, more equitable economy during the recovery.

B. State Authority

Pursuant to CRS §43-1-223 and to applicable portions of the Federal Provisions, the State is responsible for the general administration and supervision of performance of projects in the Program, including the administration of federal funds for a Program project performed by a Local Agency under a contract with the State. This Agreement is executed under the authority of CRS §§29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-104.5.

4. PURPOSE

The purpose of this Agreement is to disburse Federal funds to the Local Agency pursuant to CDOT’s Stewardship Agreement with the FHWA and/or USDT as shown in **Exhibit C**.

5. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “**Agreement**” means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. “**Agreement Funds**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- C. “**ARPA**” means American Rescue Plan Act, funded by the US Department of the Treasury (“USDT”). See “SLFRF” below.
- D. “**Award**” means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- E. “**Budget**” means the budget for the Work described in **Exhibit C**.
- F. “**Business Day**” means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S..
- G. “**Chief Procurement Officer**” means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202 to procure or supervise the procurement of all supplies and services needed by the State.
- H. “**CJI**” means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.
- I. “**Consultant**” means a professional engineer or designer hired by Local Agency to design the Work Product.
- J. “**Contractor**” means the general construction contractor hired by Local Agency to construct the Work.

- K. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.
- L. **“Effective Date”** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature and Cover Page for this Agreement.
- M. **“Evaluation”** means the process of examining Local Agency’s Work and rating it based on criteria established in §6, **Exhibit A** and **Exhibit E**.
- N. **“Exhibits”** means the following exhibits attached to this Agreement:
- i. **Exhibit A**, Scope of Work.
 - ii. **Exhibit B**, Sample Option Letter.
 - iii. **Exhibit C**, Funding Provisions
 - iv. **Exhibit D**, Local Agency Resolution
 - v. **Exhibit E**, Local Agency Contract Administration Checklist
 - vi. **Exhibit F**, Certification for Federal-Aid Contracts
 - vii. **Exhibit G**, Disadvantaged Business Enterprise
 - viii. **Exhibit H**, Local Agency Procedures for Consultant Services
 - ix. **Exhibit I**, Federal-Aid Contract Provisions for Construction Contracts
 - x. **Exhibit J**, Additional Federal Requirements
 - xi. **Exhibit K**, The Federal Funding Accountability and Transparency Act of 2006 (FFATA) Supplemental Federal Provisions
 - xii. **Exhibit L**, Sample Sub-Recipient Monitoring and Risk Assessment Form
 - xiii. **Exhibit M**, Supplemental Provisions for Federal Awards Subject to The Office of Management and Budget Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards (the “Uniform Guidance”)
 - xiv. **Exhibit N**, Federal Treasury Provisions
 - xv. **Exhibit O**, Agreement with Subrecipient of Federal Recovery Funds
 - xvi. **Exhibit P**, SLFRF Subrecipient Quarterly Report
 - xvii. **Exhibit Q**, SLFRF Reporting Modification Form
 - xviii. **Exhibit R**, Applicable Federal Awards
 - xix. **Exhibit S**, PII Certification
 - xx. **Exhibit T**, Checklist of Required Exhibits Dependent on Funding Source
- O. **“Expiration Date”** means the date on which this Agreement expires, as shown on the Signature and Cover Page for this Agreement.
- P. **“Extension Term”** means the period of time by which the ARPA Expiration Date is extended by the State through delivery of an updated ARPA Letter.
- Q. **“Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- R. **“Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. The US Department of the Treasury is the Federal Awarding Agency for the Federal Award, which may be the subject of this Agreement.
- S. **“FHWA”** means the Federal Highway Administration, which is one of the twelve administrations under the Office of the Secretary of Transportation at the U.S. Department of Transportation. FHWA provides stewardship over the construction, maintenance and preservation of the Nation’s highways and tunnels. FHWA is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.
- T. **“Goods”** means any movable material acquired, produced, or delivered by Local Agency as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Local Agency in connection with the Services.

- U. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- V. **“Initial Term”** means the time period defined in §2.B.
- W. **“Local Funds”** means the funds provided by the Local Agency as their obligated contribution to the federal and/or State Awards to receive the federal and/or State funding.
- X. **“Notice to Proceed”** means the letter issued by the State to the Local Agency stating the date the Local Agency can begin work subject to the conditions of this Agreement.
- Y. **“OMB”** means the Executive Office of the President, Office of Management and Budget.
- Z. **“Oversight”** means the term as it is defined in the Stewardship Agreement between CDOT and the FHWA.
- AA. **“Party”** means the State or Local Agency, and **“Parties”** means both the State and Local Agency.
- BB. **“PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- CC. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- DD. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, et. seq., C.R.S.
- EE. **“Recipient”** means the Colorado Department of Transportation (CDOT) for this Federal Award.
- FF. **“Services”** means the services to be performed by Local Agency as set forth in this Agreement and shall include any services to be rendered by Local Agency in connection with the Goods.
- GG. **“SLFRF”** means State and Local Fiscal Recovery Funds, provided by ARPA, funded by the US Treasury Department.
- HH. **“Special Funding”** means an award by Federal agency or the State which may include but is not limited to one or a combination of Multimodal Transportation & Mitigation Options Funding, Revitalizing Main Streets, Safer Main Streets, Stimulus Funds, Coronavirus Response and Relief Supplemental Funds, ARPA, SLFRF, or COVID Relief.
- II. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII and State personnel records not subject to disclosure under CORA.
- JJ. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a).
- KK. **“State Fiscal Year”** means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- LL. **“State Purchasing Director”** means the position described in the Colorado Procurement Code and its implementing regulations.

- MM. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- NN. **“Sub-Award”** means this Award by the State to Local Agency funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- OO. **“Subcontractor”** means third parties, if any, engaged by Local Agency to aid in performance of the Work.
- PP. **“Subrecipient”** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency.
- QQ. **“Tax Information”** means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information includes but is not limited to all information defined as Federal tax Information in Internal Revenue Service Publication 1075.
- RR. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.
- SS. **“USDT”** The United States Department of the Treasury (**USDT**) is the national treasury and finance department of the federal government of the United States where it serves as an executive department. The USDT funds ARPA.
- TT. **“Work”** means the delivery of the Goods and performance of the Services in compliance with CDOT’s Local Agency Manual described in this Agreement.
- UU. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

6. SCOPE OF WORK

Local Agency shall complete the Work as described in this Agreement and in accordance with the provisions of **Exhibit A**, and the Local Agency Manual. The State shall have no liability to compensate Local Agency for the delivery of any Goods or the performance of any Services that are not specifically set forth in this Agreement. Work may be divided into multiple phases that have separate periods of performance. The State may not compensate for Work that Local Agency performs outside of its designated phase performance period. The performance period of phases, including, but not limited to Design, Construction, Right of Way, Utilities, or Environment phases, are identified in **Exhibit C**. The State may unilaterally modify **Exhibit C** from time to time, at its sole discretion, to extend the Agreement Expiration Date and/or to extend the period of performance for a phase of Work authorized under this Agreement. To exercise these options to extend the Agreement Expiration Date and/or to update the phase performance period extension option, the State will provide written notice to Local Agency in a form substantially equivalent to **Exhibit B**. The State’s unilateral extension of the Agreement Expiration Date and/or the phase performance periods will not amend or alter in any way the funding provisions or any other terms specified in this Agreement, notwithstanding the options listed under **§7.E**

A. Local Agency Commitments

i. Design

If the Work includes preliminary design, final design, design work sheets, or special provisions and estimates (collectively referred to as the “Plans”), Local Agency shall ensure that it and its Contractors comply with and are responsible for satisfying the following requirements:

- a. Perform or provide the Plans to the extent required by the nature of the Work.
 - b. Prepare final design in accordance with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by the State.
 - c. Prepare provisions and estimates in accordance with the most current version of the State's Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction or Local Agency specifications if approved by the State.
 - d. Include details of any required detours in the Plans in order to prevent any interference of the construction Work and to protect the traveling public.
 - e. Stamp the Plans as produced by a Colorado registered professional engineer.
 - f. Provide final assembly of Plans and all other necessary documents.
 - g. Ensure the Plans are accurate and complete.
 - h. Make no further changes in the Plans following the award of the construction contract to Contractor unless agreed to in writing by the Parties. The Plans shall be considered final when approved in writing by CDOT, and when final, they will be deemed incorporated herein.
- ii. Local Agency Work
- a. Local Agency shall comply with the requirements of the Americans With Disabilities Act (ADA) 42 U.S.C. § 12101, et. seq., and applicable federal regulations and standards as contained in the document "ADA Accessibility Requirements in CDOT Transportation Projects".
 - b. Local Agency shall afford the State ample opportunity to review the Plans and shall make any changes in the Plans that are directed by the State to comply with FHWA requirements.
 - c. Local Agency may enter into a contract with a Consultant to perform all or any portion of the Plans and/or construction administration. Provided, however, if federal-aid funds are involved in the cost of such Work to be done by such Consultant, such Consultant contract (and the performance provision of the Plans under the contract) must comply with all applicable requirements of 23 C.F.R. Part 172 and with any procedures implementing those requirements as provided by the State, including those in **Exhibit H**. If Local Agency enters into a contract with a Consultant for the Work:
 - 1) Local Agency shall submit a certification that procurement of any Consultant contract complies with the requirements of 23 C.F.R. 172.5(1) prior to entering into such Consultant contract, subject to the State's approval. If not approved by the State, Local Agency shall not enter into such Consultant contract.
 - 2) Local Agency shall ensure that all changes in the Consultant contract have prior approval by the State and FHWA and that they are in writing. Immediately after the Consultant contract has been awarded, one copy of the executed Consultant contract and any amendments shall be submitted to the State.
 - 3) Local Agency shall require that all billings under the Consultant contract comply with the State's standardized billing format. Examples of the billing formats are available from the CDOT Agreements Office.
 - 4) Local Agency (and any Consultant) shall comply with 23 C.F.R. 172.5(b) and (d) and use the CDOT procedures described in **Exhibit H** to administer the Consultant contract.
 - 5) Local Agency may expedite any CDOT approval of its procurement process and/or Consultant contract by submitting a letter to CDOT from Local Agency's attorney/authorized representative certifying compliance with **Exhibit H** and 23 C.F.R. 172.5(b) and (d).
 - 6) Local Agency shall ensure that the Consultant contract complies with the requirements of 49 CFR 18.36(i) and contains the following language verbatim:
 - (a) The design work under this Agreement shall be compatible with the requirements of the contract between Local Agency and the State (which is incorporated herein by this

reference) for the design/construction of the project. The State is an intended third-party beneficiary of this agreement for that purpose.

- (b) Upon advertisement of the project work for construction, the consultant shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project.
- (c) The consultant shall review the construction Contractor's shop drawings for conformance with the contract documents and compliance with the provisions of the State's publication, Standard Specifications for Road and Bridge Construction, in connection with this work.
- (d) The State, in its sole discretion, may review construction plans, special provisions and estimates and may require Local Agency to make such changes therein as the State determines necessary to comply with State and FHWA requirements.

iii. Construction

If the Work includes construction, Local Agency shall perform the construction in accordance with the approved design plans and/or administer the construction in accordance with **Exhibit E**. Such administration shall include Work inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing construction Contractor claims; construction supervision; and meeting the quality control requirements of the FHWA/CDOT Stewardship Agreement, as described in **Exhibit E**.

- a. The State may, after providing written notice of the reason for the suspension to Local Agency, suspend the Work, wholly or in part, due to the failure of Local Agency or its Contractor to correct conditions which are unsafe for workers or for such periods as the State may deem necessary due to unsuitable weather, or for conditions considered unsuitable for the prosecution of the Work, or for any other condition or reason deemed by the State to be in the public interest.
- b. Local Agency shall be responsible for the following:
 - 1) Appointing a qualified professional engineer, licensed in the State of Colorado, as Local Agency Project Engineer (LAPE), to perform engineering administration. The LAPE shall administer the Work in accordance with this Agreement, the requirements of the construction contract and applicable State procedures, as defined in the CDOT Local Agency Manual (https://www.codot.gov/business/designsupport/bulletins_manuals/2006-local-agency-manual).
 - 2) For the construction Services, advertising the call for bids, following its approval by the State, and awarding the construction contract(s) to the lowest responsible bidder(s).
 - (a) All Local Agency's advertising and bid awards pursuant to this Agreement shall comply with applicable requirements of 23 U.S.C. §112 and 23 C.F.R. Parts 633 and 635 and C.R.S. § 24-92-101 et seq. Those requirements include, without limitation, that Local Agency and its Contractor(s) incorporate Form 1273 (Exhibit I) in its entirety, verbatim, into any subcontract(s) for Services as terms and conditions thereof, as required by 23 C.F.R. 633.102(e).
 - (b) Local Agency may accept or reject the proposal of the apparent low bidder for Work on which competitive bids have been received. Local Agency must accept or reject such bids within three (3) working days after they are publicly opened.
 - (c) If Local Agency accepts bids and makes awards that exceed the amount of available Agreement Funds, Local Agency shall provide the additional funds necessary to complete the Work or not award such bids.
 - (d) The requirements of **§6.A.iii.b.2** also apply to any advertising and bid awards made by the State.

- (e) The State (and in some cases FHWA) must approve in advance all Force Account Construction, and Local Agency shall not initiate any such Services until the State issues a written Notice to Proceed.

iv. Right of Way (ROW) and Acquisition/Relocation

- a. If Local Agency purchases a ROW for a State highway, including areas of influence, Local Agency shall convey the ROW to CDOT promptly upon the completion of the project/construction.
- b. Any acquisition/relocation activities shall comply with all applicable federal and State statutes and regulations, including but not limited to, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, as amended (49 C.F.R. Part 24), CDOT's Right of Way Manual, and CDOT's Policy and Procedural Directives.
- c. The Parties' respective responsibilities for ensuring compliance with acquisition, relocation and incidentals depend on the level of federal participation as detailed in CDOT's Right of Way Manual (located at <http://www.codot.gov/business/manuals/right-of-way>); however, the State always retains oversight responsibilities.
- d. The Parties' respective responsibilities at each level of federal participation in CDOT's Right of Way Manual, and the State's reimbursement of Local Agency costs will be determined pursuant the following categories:
 - 1) Right of way acquisition (3111) for federal participation and non-participation;
 - 2) Relocation activities, if applicable (3109);
 - 3) Right of way incidentals, if applicable (expenses incidental to acquisition/relocation of right of way – 3114).

v. Utilities

If necessary, Local Agency shall be responsible for obtaining the proper clearance or approval from any utility company that may become involved in the Work. Prior to the Work being advertised for bids, Local Agency shall certify in writing to the State that all such clearances have been obtained.

vi. Railroads

If the Work involves modification of a railroad company's facilities and such modification will be accomplished by the railroad company, Local Agency shall make timely application to the Public Utilities Commission ("PUC") requesting its order providing for the installation of the proposed improvements. Local Agency shall not proceed with that part of the Work before obtaining the PUC's order. Local Agency shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 C.F.R. 646, subpart B, concerning federal-aid projects involving railroad facilities, and:

- a. Execute an agreement with the railroad company setting out what work is to be accomplished and the location(s) thereof, and which costs shall be eligible for federal participation.
- b. Obtain the railroad's detailed estimate of the cost of the Work.
- c. Establish future maintenance responsibilities for the proposed installation.
- d. Proscribe in the agreement the future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.
- e. Establish future repair and/or replacement responsibilities, as between the railroad company and the Local Agency, in the event of accidental destruction or damage to the installation.

vii. Environmental Obligations

Local Agency shall perform all Work in accordance with the requirements of current federal and State environmental regulations, including the National Environmental Policy Act of 1969 (NEPA) as applicable.

viii. Maintenance Obligations

Local Agency shall maintain and operate the Work constructed under this Agreement at its own cost and expense during their useful life, in a manner satisfactory to the State and FHWA. Local Agency shall conduct such maintenance and operations in accordance with all applicable statutes, ordinances, and regulations pertaining to maintaining such improvements. The State and FHWA may make periodic inspections to verify that such improvements are being adequately maintained.

ix. Monitoring Obligations

Local Agency shall respond in a timely manner to and participate fully with the monitoring activities described in §7.F.vi.

B. State's Commitments

- i. The State will perform a final project inspection of the Work as a quality control/assurance activity. When all Work has been satisfactorily completed, the State will sign the FHWA Form 1212.
- ii. Notwithstanding any consents or approvals given by the State for the Plans, the State shall not be liable or responsible in any manner for the structural design, details or construction of any Work constituting major structures designed by, or that are the responsibility of, Local Agency, as identified in **Exhibit E**.

7. PAYMENTS

A. Maximum Amount

Payments to Local Agency are limited to the unpaid, obligated balance of the Agreement Funds set forth in **Exhibit C**. The State shall not pay Local Agency any amount under this Agreement that exceeds the Agreement Maximum set forth in **Exhibit C**.

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Local Agency in the amounts and in accordance with conditions set forth in **Exhibit C**.
- b. Local Agency shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Local Agency and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Local Agency shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.
- e. If a project is funded in part with Federal or State special funding there may be an expiration date for the funds. The expiration date applies to grants and local funds used to match grants. To receive payment or credit for the match, Work must be completed or substantially completed, as outlined in the terms of the grant, prior to the expiration date of the special funding and invoiced in compliance with the rules outlined in the award of the funding. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.

ii. Interest

Amounts not paid by the State within 45 days after the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 46th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Local Agency shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days interest to be paid and the interest rate.

iii. Payment Disputes

If Local Agency disputes any calculation, determination, or amount of any payment, Local Agency shall notify the State in writing of its dispute within 30 days following the earlier to occur of Local Agency's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Local Agency and may make changes to its determination based on this review. The calculation, determination, or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

- a. The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Local Agency beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Agreement Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Agreement Funds, the State's obligation to pay Local Agency shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Agreement Funds, and the State's liability for such payments shall be limited to the amount remaining of such Agreement Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§2.C**.
- b. If the agreement funds are terminated, the State can terminate the contract early. Payment due for work done to the date of termination will be processed in a manner consistent with **§2.C**.

v. Erroneous Payments

The State may recover, at the State's discretion, payments made to Local Agency in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Local Agency. The State may recover such payments by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Local Agency, or by any other appropriate method for collecting debts owed to the State. The close out of a Federal Award does not affect the right of FHWA or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period (as defined below in **§9.A.**).

vi. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Local Agency Funds

Local Agency shall provide their obligated contribution funds as outlined in **§7.A.** and **Exhibit C**. Local Agency shall have raised the full amount of their funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Local Agency's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Local Agency and paid into Local Agency's treasury. Local Agency represents to the State that the amount designated "Local Agency Funds" in **Exhibit C** has been legally appropriated for the purpose of this Agreement by its authorized representatives and paid into its treasury. Local Agency may evidence such obligation by an appropriate ordinance/resolution or other authority letter expressly authorizing Local Agency to enter into this Agreement and to expend its match share of the Work. A copy of any such ordinance/resolution or authority letter is attached hereto as **Exhibit D** if applicable. Local Agency does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of

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

D. Reimbursement of Local Agency Costs

The State shall reimburse Local Agency's allowable costs, not exceeding the maximum total amount described in **Exhibit C** and §7. However, any costs incurred by Local Agency prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. The State shall pay Local Agency for costs or expenses incurred or performance by the Local Agency prior to the Effective Date, only if (1) the Grant Funds involve federal funding and (2) federal laws, rules, and regulations applicable to the Work provide for such retroactive payments to the Local Agency. Any such retroactive payments shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement. The applicable principles described in 2 C.F.R. Part 200 shall govern the State's obligation to reimburse all costs incurred by Local Agency and submitted to the State for reimbursement hereunder, and Local Agency shall comply with all such principles. The State shall reimburse Local Agency for the federal-aid share of properly documented costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and **Exhibit C**. Local Agency costs for Work performed prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. Local Agency costs for Work performed after any Performance Period End Date for a respective phase of the Work, is not reimbursable. Allowable costs shall be:

- i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided.
- ii. Actual net cost to Local Agency (i.e. the price paid minus any items of value received by Local Agency that reduce the cost actually incurred).

E. Unilateral Modification of Agreement Funds Budget by State Option Letter

The State may, at its discretion, issue an "Option Letter" to Local Agency to add or modify Work phases in the Work schedule in **Exhibit C** if such modifications do not increase total budgeted Agreement Funds. Such Option Letters shall amend and update **Exhibit C**, Sections 2 or 4 of the Table, and sub-sections B and C of the **Exhibit C**. Option Letters shall not be deemed valid until signed by the State Controller or an authorized delegate. **This is NOT a Notice to Proceed.** Modification of **Exhibit C** by unilateral Option Letter is permitted only in the specific scenarios listed below. The State will exercise such options by providing Local Agency a fully executed Option Letter, in a form substantially equivalent to **Exhibit B**. Such Option Letters will be incorporated into this Agreement. This applies to the entire Scope of Work.

- i. Option to Begin a Phase and/or Increase or Decrease the Encumbrance Amount

The State may require by Option Letter that Local Agency begin a new Work phase that may include Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous Work (but may not include Right of Way Acquisition/Relocation or Railroads) as detailed in **Exhibit A**. Such Option Letters may not modify the other terms and conditions stated in this Agreement and must decrease the amount budgeted and encumbered for one or more other Work phases so that the total amount of budgeted Agreement Funds remains the same. The State may also change the funding sources so long as the amount budgeted remains the same and the Local Agency contribution does not increase. The State may also issue a unilateral Option Letter to increase and/or decrease the total encumbrance amount of two or more existing Work phases, as long as the total amount of budgeted Agreement Funds remains the same, replacing the original Agreement Funding exhibit (**Exhibit C**) with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.).

- ii. Option to Transfer Funds from One Phase to Another Phase.

The State may require or permit Local Agency to transfer Agreement Funds from one Work phase (Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous) to another phase as a result of changes to State, federal, and local match funding. In such case, the original funding exhibit (**Exhibit C**) will be replaced with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.) attached to the Option Letter. The Agreement Funds transferred from one Work phase to another are subject to the same terms and conditions stated in the original Agreement with the total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a

fully executed Option Letter to Local Agency within thirty (30) days before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B**.

iii. Option to Exercise Options i and ii.

The State may require Local Agency to add a Work phase as detailed in **Exhibit A**, and encumber and transfer Agreement Funds from one Work phase to another. The original funding exhibit (**Exhibit C**) in the original Agreement will be replaced with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.) attached to the Option Letter. The addition of a Work phase and encumbrance and transfer of Agreement Funds are subject to the same terms and conditions stated in the original Agreement with the total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a fully executed Option Letter to Local Agency within 30 days before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B**.

iv. Option to Extend Agreement/Phase Term and/or modify the OMB Uniform Guidance. The State, at its discretion, shall have the option to extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify information required under the OMB Uniform Guidance, as outlined in **Exhibit C**. Any updated version of **Exhibit C** shall be attached to any executed Option Letter as **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.). In order to exercise this option, the State shall provide written notice to the Local Agency in a form substantially equivalent to **Exhibit B**.

F. Accounting

Local Agency shall establish and maintain accounting systems in accordance with generally accepted accounting standards (a separate set of accounts, or as a separate and integral part of its current accounting scheme). Such accounting systems shall, at a minimum, provide as follows:

i. Local Agency Performing the Work

If Local Agency is performing the Work, it shall document all allowable costs, including any approved Services contributed by Local Agency or subcontractors, using payrolls, time records, invoices, contracts, vouchers, and other applicable records.

ii. Local Agency-Checks or Draws

Checks issued or draws made by Local Agency shall be made or drawn against properly signed vouchers detailing the purpose thereof. Local Agency shall keep on file all checks, payrolls, invoices, contracts, vouchers, orders, and other accounting documents in the office of Local Agency, clearly identified, readily accessible, and to the extent feasible, separate and apart from all other Work documents.

iii. State-Administrative Services

The State may perform any necessary administrative support services required hereunder. Local Agency shall reimburse the State for the costs of any such services from the budgeted Agreement Funds as provided for in **Exhibit C**. If FHWA Agreement Funds are or become unavailable, or if Local Agency terminates this Agreement prior to the Work being approved by the State or otherwise completed, then all actual incurred costs of such services and assistance provided by the State shall be reimbursed to the State by Local Agency at its sole expense.

iv. Local Agency-Invoices

Local Agency's invoices shall describe in detail the reimbursable costs incurred by Local Agency for which it seeks reimbursement, the dates such costs were incurred and the amounts thereof, and Local Agency shall not submit more than one invoice per month.

v. Invoicing Within 60 Days

The State shall not be liable to reimburse Local Agency for any costs invoiced more than 60 days after the date on which the costs were incurred, including costs included in Local Agency's final invoice. The State may withhold final payment to Local Agency at the State's sole discretion until completion of final audit. Any costs incurred by Local Agency that are not allowable under 2 C.F.R. Part 200 shall be Local Agency's responsibility, and the State will deduct such disallowed costs from any payments due to Local Agency. The State will not reimburse costs for Work performed after the Performance Period End Date for a respective Work phase. The State will not reimburse costs for Work performed prior to Performance

Period End Date, but for which an invoice is received more than 60 days after the Performance Period End Date.

vi. Risk Assessment & Monitoring

Pursuant to 2 C.F.R. 200.331(b), – CDOT will evaluate Local Agency's risk of noncompliance with federal statutes, regulations, and terms and conditions of this Agreement. Local Agency shall complete a Risk Assessment Form (**Exhibit L**) when that may be requested by CDOT. The risk assessment is a quantitative and/or qualitative determination of the potential for Local Agency's non-compliance with the requirements of the Federal Award. The risk assessment will evaluate some or all of the following factors:

- Experience: Factors associated with the experience and history of the Subrecipient with the same or similar Federal Awards or grants.
- Monitoring/Audit: Factors associated with the results of the Subrecipient's previous audits or monitoring visits, including those performed by the Federal Awarding Agency, when the Subrecipient also receives direct federal funding. Include audit results if Subrecipient receives single audit, where the specific award being assessed was selected as a major program.
- Operation: Factors associated with the significant aspects of the Subrecipient's operations, in which failure could impact the Subrecipient's ability to perform and account for the contracted goods or services.
- Financial: Factors associated with the Subrecipient's financial stability and ability to comply with financial requirements of the Federal Award.
- Internal Controls: Factors associated with safeguarding assets and resources, deterring and detecting errors, fraud and theft, ensuring accuracy and completeness of accounting data, producing reliable and timely financial and management information, and ensuring adherence to its policies and plans.
- Impact: Factors associated with the potential impact of a Subrecipient's non-compliance to the overall success of the program objectives.
- Program Management: Factors associated with processes to manage critical personnel, approved written procedures, and knowledge of rules and regulations regarding federal-aid projects.

Following Local Agency's completion of the Risk Assessment Tool (**Exhibit L**), CDOT will determine the level of monitoring it will apply to Local Agency's performance of the Work. This risk assessment may be re-evaluated after CDOT begins performing monitoring activities.

G. Close Out

Local Agency shall close out this Award within 90 days after the Final Phase Performance End Date. If SLFRF Funds are used the Local Agency shall close out that portion of the Award within 45 days after the ARPA Award Expiration Date. Close out requires Local Agency's submission to the State of all deliverables defined in this Agreement, and Local Agency's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If FHWA or US Treasury has not closed this Federal Award within one (1) year and 90 days after the Final Phase Performance End Date due to Local Agency's failure to submit required documentation, then Local Agency may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

8. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to §19 or pursuant to any exhibit, for any contract having a term longer than 3 months, Local Agency shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than ten (10) Business Days following the end of each calendar quarter or at such time as otherwise specified by the State. If SLFRF Funds are used the report must be in the format of **Exhibit P**.

B. Litigation Reporting

If Local Agency is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Local Agency's ability to perform its obligations under this Agreement, Local Agency shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified in §16.

C. Performance and Final Status

Local Agency shall submit all financial, performance and other reports to the State no later than 60 calendar days after the Final Phase Performance End Date or sooner termination of this Agreement, containing an Evaluation of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

D. Violations Reporting

Local Agency must disclose, in a timely manner, in writing to the State and FHWA, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. Penalties for noncompliance may include suspension or debarment (2 CFR Part 180 and 31 U.S.C. 3321).

9. LOCAL AGENCY RECORDS

A. Maintenance

Local Agency shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Local Agency shall maintain such records for a period (the "Record Retention Period") pursuant to the requirements of the funding source and for a minimum of three (3) years following the date of submission to the State of the final expenditure report, whichever is longer, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Local Agency in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three (3) years following final disposition of such property.

B. Inspection

Records during the Record Retention Period. Local Agency shall make Local Agency Records available during normal business hours at Local Agency's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two (2) Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Local Agency's performance of its obligations under this Agreement using procedures as determined by the State. The State shall monitor Local Agency's performance in a manner that does not unduly interfere with Local Agency's performance of the Work. Local Agency shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Local Agency. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Local Agency's performance in a manner that does not unduly interfere with Local Agency's performance of the Work. If Local Agency enters into a subcontract with an entity that would also be considered a Subrecipient, then the subcontract entered into by Local Agency shall contain provisions permitting both Local Agency and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

D. Final Audit Report

Local Agency shall promptly submit to the State a copy of any final audit report of an audit performed on Local Agency's records that relates to or affects this Agreement or the Work, whether the audit is conducted

by Local Agency or a third party. Additionally, if Local Agency is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Local Agency shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Local Agency shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Local Agency for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Local Agency under CORA. Local Agency shall not, without prior written approval of the State, use for Local Agency's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Agreement. Local Agency shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Local Agency shall immediately forward any request or demand for State Records to the State's principal representative. If Local Agency or any of its Subcontractors will or may receive the following types of data, Local Agency or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Award as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Award, if applicable. Local Agency shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Local Agency may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Local Agency shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Agreement, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Local Agency shall provide copies of those signed nondisclosure agreements to the State upon request.

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

If Local Agency becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Local Agency can establish that none of Local Agency or any of its agents, employees, assigns, or Subcontractors are the cause or source of the Incident, Local Agency shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Local Agency shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which

may include, but is not limited to, developing, and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding Personally Identifying Information "PII"

If Local Agency or any of its Subcontracts will or may receive PII under this agreement, Local Agency shall provide for the security for such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Local Agency shall be a "Third Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 et seq., C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as **Exhibit S** on an annual basis Contractor's duty and obligation to certify as set forth in **Exhibit S** shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

11. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Local Agency shall not engage in any business or activities or maintain any relationships that conflict in any way with the full performance of the obligations of Local Agency under this Agreement. Such a conflict of interest would arise when a Local Agency or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement. Officers, employees, and agents of Local Agency may neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts.

B. Apparent Conflicts of Interest

Local Agency acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Local Agency shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Local Agency's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Local Agency is uncertain whether a conflict or the appearance of a conflict has arisen, Local Agency shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

12. INSURANCE

Local Agency shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies with an AM Best rating of A-VIII or better.

A. Local Agency Insurance

Local Agency is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA") and shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.

B. Subcontractor Requirements

Local Agency shall ensure that each Subcontractor that is a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA. Local Agency shall ensure that each Subcontractor that is not a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement all of the following insurance policies:

i. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Local Agency or Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- a. \$1,000,000 each occurrence;
- b. \$1,000,000 general aggregate;
- c. \$1,000,000 products and completed operations aggregate; and
- d. \$50,000 any 1 fire.

iii. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

iv. Protected Information (this insurance requirement only applies if the Subcontractor has or will have access to State Confidential Information)

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$2,000,000 general aggregate.

v. Professional Liability Insurance (this insurance requirement only applies if the Subcontractor is providing professional services including but not limited to engineering, architectural, landscape architectural, professional surveying, industrial hygiene services, or any other commonly understood professional service)

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$1,000,000 general aggregate.

vi. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$1,000,000 general aggregate.

vii. Cyber/Network Security and Privacy Liability

Liability insurance covering all civil, regulatory and statutory damages, contractual damages, data breach management exposure, and any loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of breach, violation or infringement of right to privacy rights through improper use or disclosure of protected consumer data protection law,

confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$2,000,000 general aggregate.

C. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Local Agency and Subcontractors. In the event of cancellation of any commercial general liability policy, the carrier shall provide at least 10 days prior written notice to CDOT.

D. Primacy of Coverage

Coverage required of Local Agency and each Subcontractor shall be primary over any insurance or self-insurance program carried by Local Agency or the State.

E. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Local Agency and Local Agency shall forward such notice to the State in accordance with §16 within 7 days of Local Agency's receipt of such notice.

F. Subrogation Waiver

All commercial insurance policies secured or maintained by Local Agency or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Local Agency or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

G. Certificates

For each commercial insurance plan provided by Local Agency under this Agreement, Local Agency shall provide to the State certificates evidencing Local Agency's insurance coverage required in this Agreement within seven (7) Business Days following the Effective Date. Local Agency shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following the Effective Date, except that, if Local Agency's subcontract is not in effect as of the Effective Date, Local Agency shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following Local Agency's execution of the subcontract. No later than 15 days before the expiration date of Local Agency's or any Subcontractor's coverage, Local Agency shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Local Agency shall, within seven (7) Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this §12.

13. BREACH

A. Defined

The failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner, shall be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization, or similar law, by or against Local Agency, or the appointment of a receiver or similar officer for Local Agency or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §14 for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and

may immediately terminate this Agreement in whole or in part or institute any other remedy in the Agreement in order to protect the public interest of the State.

14. REMEDIES

A. State's Remedies

If Local Agency is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§13.B**, shall have all of the remedies listed in this **§14.A**, in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Local Agency's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Local Agency shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Local Agency shall not incur further obligations or render further performance past the effective date of such notice and shall terminate outstanding orders and subcontracts with third parties. However, Local Agency shall complete and deliver to the State all Work not canceled by the termination notice and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Local Agency shall assign to the State all of Local Agency's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Local Agency shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Local Agency but in which the State has an interest. At the State's request, Local Agency shall return materials owned by the State in Local Agency's possession at the time of any termination. Local Agency shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Local Agency for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Local Agency was not in breach or that Local Agency's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.C**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Local Agency shall remain liable to the State for any damages sustained by the State in connection with any breach by Local Agency, and the State may withhold payment to Local Agency for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Local Agency is determined. The State may withhold any amount that may be due Local Agency as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Local Agency's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Local Agency to an adjustment in price or cost or an adjustment in the performance schedule. Local Agency shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Local Agency after the suspension of performance.

b. Withhold Payment

Withhold payment to Local Agency until Local Agency corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Local Agency's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal from the Work of any of Local Agency's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes a patent, copyright, trademark, trade secret, or other intellectual property right, Local Agency shall, as approved by the State (a) secure that right to use such Work for the State or Local Agency; (b) replace the Work with non infringing Work or modify the Work so that it becomes non infringing; or, (c) remove any infringing Work and refund the amount paid for such Work to the State.

B. Local Agency's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Local Agency, following the notice and cure period in §13.B and the dispute resolution process in §15 shall have all remedies available at law and equity.

15. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Local Agency for resolution.

B. Resolution of Controversies

If the initial resolution described in §15.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDOT as described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109, 24-109-101.1, 24-109-101.5, 24-109-106, 24-109-107, 24-109-201 through 24-109-206, and 24-109-501 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

C. Questions of Fact

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of CDOT. In connection with any appeal proceeding under this clause, Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Local Agency shall proceed diligently with the performance of this Agreement in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals shall be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this Agreement, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

16. NOTICES AND REPRESENTATIVES

Each individual identified below shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) by hand with receipt required, (ii) by certified or registered mail to such Party's principal representative at the address set forth below or (iii) as an email with read receipt requested to the principal representative at the email address, if any, set forth below. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §16 without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

For the State

Colorado Department of Transportation (CDOT)
Nashat Sawaged, PE
CDOT
2829 W Howard Pl
Denver, CO 80204
303-620-6385
nashat.sawaged@state.co.us

For the Local Agency

CITY OF ARVADA
Elijah Vignet-Kotze, Project Manager I Engineering
8101 Ralston Rd
Arvada, CO 80002
303-514-5052
evignetkotze@arvada.org

17. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Local Agency hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Local Agency or any Subcontractors. Local Agency assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Local Agency is under contract with the State at the time, Local Agency shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire.

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Local Agency hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Local Agency cannot make any of the assignments required by this section, Local Agency hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from,

or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Local Agency grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Local Agency that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

iii. Assignments and Assistance

Whether or not the Local Agency is under Agreement with the State at the time, Local Agency shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Local Agency assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives, or other documents, drawings, models, materials, data, and information shall be the exclusive property of the State (collectively, "State Materials"). Local Agency shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Local Agency's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Local Agency shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Local Agency

Local Agency retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Local Agency including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Local Agency under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Local Agency Property"). Local Agency Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

18. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. The following applies through June 30, 2022: no term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Local Agency under this Agreement is \$100,000 or greater, either on the Effective Date or at any time thereafter, this §19 shall apply. Local Agency agrees to be governed by and comply with the provisions of §24-106-103, §24-102-206, §24-106-106, §24-106-107 C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Local Agency's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

20. GENERAL PROVISIONS

A. Assignment

Local Agency's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Local Agency's rights and obligations approved by the State shall be subject to the provisions of this Agreement

B. Subcontracts

Local Agency shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Local Agency shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Local Agency in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

C. Binding Effect

Except as otherwise provided in **§20.A.** all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

H. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

I. Jurisdiction and Venue

All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

J. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than contract amendments, shall conform to the policies promulgated by the Colorado State Controller.

K. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

L. Order of Precedence

In the event of a conflict or inconsistency between this Agreement and any exhibits or attachment such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i. The provisions of the other sections of the main body of this Agreement.
- ii. **Exhibit N**, Federal Treasury Provisions.
- iii. **Exhibit F**, Certification for Federal-Aid Contracts.
- iv. **Exhibit G**, Disadvantaged Business Enterprise.
- v. **Exhibit I**, Federal-Aid Contract Provisions for Construction Contracts.
- vi. **Exhibit J**, Additional Federal Requirements.
- vii. **Exhibit K**, Federal Funding Accountability and Transparency Act of 2006 (FFATA) Supplemental Federal Provisions.
- viii. **Exhibit L**, Sample Sub-Recipient Monitoring and Risk Assessment Form.
- ix. **Exhibit M**, Supplemental Provisions for Federal Awards Subject to The Office of Management and Budget Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards (the "Uniform Guidance").
- x. **Exhibit O**, Agreement with Subrecipient of Federal Recovery Funds.
- xi. **Exhibit R**, Applicable Federal Awards.
- xii. Colorado Special Provisions in the main body of this Agreement.
- xiii. **Exhibit A**, Scope of Work.
- xiv. **Exhibit H**, Local Agency Procedures for Consultant Services.
- xv. **Exhibit B**, Sample Option Letter.
- xvi. **Exhibit C**, Funding Provisions.
- xvii. **Exhibit P**, SLFRF Subrecipient Quarterly Report.
- xviii. **Exhibit Q**, SLFRF Reporting Modification Form.
- xix. **Exhibit D**, Local Agency Resolution.
- xx. **Exhibit E**, Local Agency Contract Administration Checklist.
- xxi. **Exhibit S**, PII Certification.
- xxii. **Exhibit T**, Checklist of Required Exhibits Dependent on Funding Source.
- xxiii. Other exhibits in descending order of their attachment.

M. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of the Agreement.

N. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other Party.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§20.C**, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107 C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Local Agency shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Local Agency's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations.

Local Agency shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

T. Compliance with State and Federal Law, Regulations, and Executive Orders

Local Agency shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Agreement.

U. Accessibility

- i. Local Agency shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the Governor's Office of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Local Agency shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- ii. Each Party agrees to be responsible for its own liability incurred as a result of its participation in and performance under this Agreement. In the event any claim is litigated, each Party will be responsible for its own attorneys' fees, expenses of litigation, or other costs. No provision of this Agreement shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitations of liability provided to either the Local Agency or the State by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. and Article XI of the Colorado Constitution. Nothing in the Agreement shall be construed as a waiver of any provision of the State Fiscal Rules.
- iii. The State may require Local Agency's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Local Agency's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

V. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), et seq., C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Local Agency. Local Agency shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Local Agency may wish to have in place in connection with this Agreement.

21. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts. Contractor refers to Local Agency and Contract refers to Agreement.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(19), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S., applicable Local Agency law, rule or regulation.

Financial obligations of the Parties payable after the current State Fiscal Year or fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. COMPLIANCE WITH LAW.

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires the Parties to indemnify or hold Contractor harmless; requires the Parties to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy

available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

22. FEDERAL REQUIREMENTS

Local Agency and/or their contractors, subcontractors, and consultants shall at all times during the execution of this Agreement strictly adhere to, and comply with, all applicable federal and State laws, and their implementing regulations, as they currently exist and may hereafter be amended. A summary of applicable federal provisions are attached hereto as **Exhibit F, Exhibit I, Exhibit J, Exhibit K, Exhibit M, Exhibit N and Exhibit O** are hereby incorporated by this reference.

23. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Local Agency will comply with all requirements of **Exhibit G and Exhibit E**, Local Agency Contract Administration Checklist, regarding DBE requirements for the Work, except that if Local Agency desires to use its own DBE program to implement and administer the DBE provisions of 49 C.F.R. Part 26 under this Agreement, it must submit a copy of its program's requirements to the State for review and approval before the execution of this Agreement. If Local Agency uses any State- approved DBE program for this Agreement, Local Agency shall be solely responsible to defend that DBE program and its use of that program against all legal and other challenges or complaints, at its sole cost and expense. Such responsibility includes, without limitation, determinations concerning DBE eligibility requirements and certification, adequate legal and factual bases for DBE goals and good faith efforts. State approval (if provided) of Local Agency's DBE program does not waive or modify the sole responsibility of Local Agency for use of its program.

EXHIBIT A

SCOPE OF WORK

Name of Project: ARVADA FY25-80TH AVE SIGNAL UPGRADES
Project Number: SHO M040-039
SubAccount #: 25533

The City of Arvada has been awarded three grants to improve several intersections along W 80th Ave at eleven intersections, listed below.

1. W 80th Ave & Alkire St
2. W 80th Ave & Simms St
3. W 80th Ave & Kipling St
4. W 80th Ave & Hoyt Way
5. W 80th Ave & Club Crest Dr
6. W 80th Ave & Allison Way
7. W 80th Ave & Yarrow St
8. W 80th Ave & Pierce St
9. W 80th Ave & Harlan St
10. W 80th Ave & Chase Dr
11. W 80th Ave & Ames Wy



The project will include the design and construction of numerous safety improvements at these 11 signalized intersections along W 80th Ave, including (but not limited to) the following listed below as needed:

- Design for and convert from permitted to flashing yellow arrow phasing.
- Design for an install retroreflective backplates to traffic signal heads.
- Design for and increase the number of signal indications to have 1 overhead signal head per lane.
- Design for and upgrade to pedestrian countdown signal indications.
- Design for and upgrade to accessible pedestrian push buttons (APS push buttons).
- Design for and upgrade to radar detection with advanced detection on the main st

- Design for and upgrade all Cabinet, Controllers, and associated equipment that does not meet current standards.
- Design for and install new luminaire and/or mast arms where possible.
- Design for ADA compliant to maximum extent feasible curb ramps at each intersection

The purpose of this project is to improve safety along the corridor for vehicles and vulnerable road users by upgrading signal equipment, modernizing intersections, and improving visibility. The project will be split into three phases, with a timeline included for each phase:

1. Design (Spring 2026 – Winter 2026/2027)
2. Right-Of-Way Acquisition (Winter 2027 – Fall 2028)
3. Construction (Fall 2028 – Winter 2028/2029)

It is the intent of the Local Agency that each phase of the project has the work completed by a consultant or contractor who has been selected from an approved procurement process.

By accepting funds for this Scope of Work, Local Agency acknowledges, understands, and accepts the continuing responsibility for the safety of the traveling public after initial acceptance of the project. **Local Agency is responsible for maintaining and operating the scope of work described in this Exhibit A constructed under this Agreement at its own cost and expense during its useful life.**

For all federally funded projects, the systems engineering analysis (SEA) process is required per 23 CFR 940. The local agency will be required to complete this form. The form shall be submitted to the CDOT PM, and to the CDOT ITS team at cdot_its_support@state.co.us.

The SEA is the project delivery process for the technology element of the project. If the project does not have technology, the project still needs documentation that the scope was evaluated, and no additional SEA documentation is required beyond section two of this form.

EXHIBIT B

SAMPLE IGA OPTION LETTER

Date	State Fiscal Year	Option Letter No.
Project Code		Original Agreement #

Vendor Name:

Option to unilaterally add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous and to update encumbrance amount(s).

Option to unilaterally transfer funds from one phase to another phase.

Option to unilaterally add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous, to update encumbrance amount(s), and to unilaterally transfer funds from one phase to another phase.

Option to unilaterally extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify OMB Guidance.

Option A

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to authorize the Local Agency to add a phase and to encumber funds for the phase based on changes in funding availability and authorization. The total encumbrance is (or increased) by \$0.00. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option B

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to transfer funds based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option C

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to 1) release the Local Agency to begin a phase; 2) to encumber funds for the phase based upon changes in funding availability and authorization; and 3) to transfer funds from phases based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option D

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify information required under the OMB Uniform Guidance, as outlined in **Exhibit C**. This is made part of the original Agreement and replaces the Expiration Date shown on the Signature and Cover Page. Any updated version of **Exhibit C** shall be attached to any executed Option Letter as **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.).

The effective date of this option letter is upon approval of the State Controller or delegate.

STATE OF COLORADO
Jared S. Polis
Department of Transportation

By: _____
Keith Stefanik, P.E., Chief Engineer
(For) Shoshana M. Lew, Executive Director

Date: _____

ALL AGREEMENTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Agreements. This Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.

STATE OF COLORADO
STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Colorado Department of Transportation

Date: _____

EXHIBIT C - FUNDING PROVISIONS**City of Arvada - SHO M040-039 (25533)****A. Cost of Work Estimate**

The Local Agency has estimated the total cost of the Work to be \$3,664,983.00, which is to be funded as follows:

1. FUNDING

a. Federal Funds (90% of HSIP Award)	\$3,298,485.00
b. Local Agency Funds (10% of HSIP Award)	\$366,498.00

TOTAL FUNDS ALL SOURCES	\$3,664,983.00
--------------------------------	-----------------------

2. OMB UNIFORM GUIDANCE

a. Federal Award	
Identification Number (FAIN):	TBD
b. Name of Federal Awarding Agency:	FHWA
c. Local Agency Unique Entity Identifier	VD6FQDTQB8J7
d. Assistance Listing #	
Highway Planning and Construction	ALN 20.205
e. Is the Award for R&D?	No
f. Indirect Cost Rate (if applicable)	N/A
g. Amount of Federal Funds Obligated by this Action:	\$0.00
h. Amount of Federal Funds Obligated to Date (including this Action):	\$0.00

3. ESTIMATED PAYMENT TO LOCAL AGENCY

a. Federal Funds Budgeted	\$3,298,485.00
b. Less Estimated Federal Share of CDOT-Incurred Costs	\$0.00

TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY	90%	\$3,298,485.00
TOTAL ESTIMATED FUNDING BY LOCAL AGENCY	10%	\$366,498.00
TOTAL PROJECT ESTIMATED FUNDING	100%	\$3,664,983.00

4. FOR CDOT ENCUMBRANCE PURPOSES

a. Total Encumbrance Amount (Federal funds + Local Agency funds)	\$3,664,983.00
b. Less ROW Acquisition 3111 and/or ROW Relocation 3109	\$0.00

NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS	\$3,664,983.00
---	-----------------------

Note: No funds are currently available. Design and Construction funds will become available after execution of an Option letter (Exhibit B) or formal Amendment.

ROW 3111		
WBS Element 25533.10.10	Performance Period Start*/End Date TBD-TBD	\$0.00
Design 3020		
WBS Element 25533.10.30	Performance Period Start*/End Date TBD-TBD	\$0.00
Const. 3301		
WBS Element 25533.20.10	Performance Period Start*/End Date TBD-TBD	\$0.00

*The Local Agency should not begin work until all three (3) of the following are in place: 1) Phase Performance Period Start Date; 2) the execution of the document encumbering funds for the respective phase; and 3) Local Agency receipt of the official Notice to Proceed. Any work performed before these three (3) milestones are achieved will not be reimbursable.

B. Funding Ratios

The funding ratio for the federal funds for this Work is 90% federal funds to 10% Local Agency funds, and this ratio applies only to the \$3,664,983.00 that is eligible for federal funding. All other costs are borne by the Local Agency at 100%. If the total cost of performance of the Work exceeds \$3,664,983.00, and additional federal funds are not available, the Local Agency shall pay all such excess costs. If the total cost of performance of the Work is less than \$3,664,983.00, then the amounts of Local Agency and federal funds will be decreased in accordance with the funding ratio described in **A1. This applies to the entire scope of Work.**

C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be \$3,298,485.00. For CDOT accounting purposes, the federal funds of \$3,298,485.00 and the Local Agency funds of \$366,498.00 will be encumbered for a total encumbrance of \$3,664,983.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total budget of this funding source is \$3,664,983.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total cost of the Work is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that any cost is subject to revisions agreed to by the parties prior to bid and award. **This applies to the entire scope of Work.**

D. Single Audit Act Amendment

All state and local government and non-profit organizations receiving \$1,000,000 or more from all funding sources defined as federal financial assistance for Single Audit Act Amendment purposes shall comply with the audit requirements of 2 CFR part 200, subpart F (Audit Requirements). The Single Audit Act Amendment requirements applicable to the Local Agency receiving federal funds are as follows:

i. Expenditure less than \$1,000,000

If the Local Agency expends less than \$1,000,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.

ii. Expenditure of \$1,000,000 or more-Highway Funds Only

If the Local Agency expends \$1,000,000 or more, in Federal funds, but only received federal Highway funds (Catalog of Federal Domestic Assistance, CFDA 20.205) then a program specific audit shall be performed. This audit will examine the “financial” procedures and processes for this program area.

iii. Expenditure of \$1,000,000 or more-Multiple Funding Sources

If the Local Agency expends \$1,000,000 or more in Federal funds, and the Federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.

iv. Independent CPA

Single Audit shall only be conducted by an independent CPA, not by an auditor on staff. An audit is an allowable direct or indirect cost.

EXHIBIT D

LOCAL AGENCY RESOLUTION (IF APPLICABLE)

Exhibit E
Colorado Department of Transportation
Local Agency Contract Administration Checklist

Project Number	STIP Number	Project Code	Region
SHO M040-039	SR 16682.128	SA25533	1
Project Location			Date
several intersections along W 80th Ave at eleven intersections			10/07/2025
Project Description			
ARVADA FY25-80TH AVE SIGNAL UPGRADES			
Local Agency		Local Agency Project Manager	
City of Arvada		Elijah Vignet-Kotze	
CDOT Resident Engineer		CDOT Project Manager	
Jocelyn Higashide, PE		Nashat Sawaged	

Instructions:

This checklist shall be used to establish the contractual administrative responsibilities of the individual parties to this agreement. The checklist becomes an attachment to the Local Agency Agreement. Section numbers (No.) correspond to the applicable chapters of the CDOT Local Agency Manual (formerly referred to as the Local Agency Desk Reference). Local Agency Web Resource (LAWR) numbers correspond to the applicable flowchart in the Local Agency Web Resource.

The checklist shall be prepared by placing an X under the responsible party, opposite each of the tasks. The X denotes the party responsible for initiating and executing the task. It is preferred that only one responsible party be selected, however a number of items may have both parties selected based on judgement. When neither CDOT nor the Local Agency is responsible for a task, not applicable (N/A) shall be marked. In addition, # will be marked to denote that CDOT must concur or approve.

The Regions, in accordance with established policies and procedures, will determine who will perform tasks that are the responsibility of CDOT.

The checklist shall be prepared by the CDOT Resident Engineer or the CDOT Project Manager, in cooperation with the Local Agency Project Manager, and submitted to the Region Program Engineer. If contract administration responsibilities change, the CDOT Resident Engineer, in cooperation with the Local Agency Project Manager, will prepare and distribute a revised checklist.

Note:

Failure to comply with applicable Federal and State requirements may result in the loss of Federal or State participation in funding.

Acronyms:

Colorado Department of Transportation - CDOT

Disadvantaged Business Enterprise - DBE

Colorado Department of Transportation - CDOT

Disadvantaged Business Enterprise - DBE

Equal Employment Opportunity - EEO

Federal Highway Administration - FHWA

Field Inspection Review - FIR

Final Office Review - FOR

Hot Mix Asphalt - HMA

Independent Assurance Testing - IAT

Intergovernmental Agreement - IGA

Local Agency - LA

Local Agency Web Resource - LAWR

Not Applicable - N/A

Number - No.

On-The-Job - OJT

Plans, Specifications, and Estimate - PS&E

Professional Engineer - PE

Right-of-Way - ROW

Statewide Transportation Improvement Program - STIP

Transportation Improvement Program - TIP

TIP / STIP Long-Range Plans

LAWR	No.	Description of Task
	2.1	Review Project to ensure it is consistent with Statewide Plan and amendments thereto

Responsible Party

LA	CDOT
☐	☒

Subrecipient Monitoring

LAWR	No.	Description of Task
	3.1	Preparation of Subrecipient Monitoring Compliance Documents - Subrecipient Determination Tool - Subrecipient Risk Assessment - Subrecipient Notification Letter - Subrecipient Project Update Report (Formerly "Performance Report to CDOT") - CDOT Monitoring Report of Subrecipients (If applicable)

Responsible Party

LA	CDOT
☐	☒
☒	☒
☐	☒
☒	☐
☐	☒

Federal Funding Obligation and Authorization

LAWR	No.	Description of Task
	4.1	Authorize funding by phases (Requires FHWA Concurrence if Federal-aid Highway funded project.). Please check N/A, if Not applicable.

Responsible Party

LA	CDOT
☐	☒

Project Development

LAWR	No.	Description of Task
	5.1	Determine Delivery Method
1	5.2	Prepare Design Data - CDOT Form 463
	5.3	Prepare Local Agency/CDOT Inter-Governmental Agreement (see also Chapter 3)
2	5.4	Conduct Consultant Selection/Execute Consultant Agreement - Project Development - Construction Contract Administration (including Fabrication Inspection Services)
3,3A	5.5	Conduct Design Scoping Review Meeting
3,6	5.6	Conduct Public Involvement

Responsible Party

LA	CDOT
☒	☐
☒	☒
☒	☐
☒	☐
☒	☐
☒	☐
☒	☐

			Responsible Party	
LAWR	No.	Description of Task	LA	CDOT
3	5.7	Conduct Field Inspection Review (FIR)	☐ X	☐ #
4	5.8	Conduct Environmental Process (may require FHWA concurrence /involvement)	☐ X	☐ #
5	5.9	Acquire Right-of-Way (may require FHWA concurrence /involvement)	☐ X	☐ #
3	5.10	Obtain Utility and Railroad Agreements	☐ X	☐ #
3	5.11	Conduct Final Office Review (FOR)	☐ X	☐
3A	5.12	Justify Force Account Work by the Local Agency	☐ X	☐ #
3B	5.13	Justify Proprietary, Sole Source, or Local Agency Furnished Items	☐ X	☐ #
3	5.14	Document Design Exceptions - CDOT Form 464	☐ X	☐ #
	5.15	Seek Permission for use of Guaranty and Warranty Clauses	☐ X	☐ #
3	5.18	Prepare Plans, Specifications, Construction Cost Estimates and Submittals	☐ X	☐
	5.19	Comply with Requirements for Off-and On-System Bridges & Other Structural Work	☐ X	☐ #
	5.20	Update Approvals on PS&E Package if Project Schedule Delayed	☐ X	☐ #
	5.21	Ensure Authorization of Funds for Construction	☐	☐ X
	5.22	Use Electronic Signatures	☐ X	☐
	5.23	File Project Development Records/Documentation in ProjectWise (PW)	☐	☐ X

Project Development Civil Rights and Labor Compliance

			Responsible Party	
LAWR	No.	Description of Task	LA	CDOT
3	6.1	Set Disadvantaged Business Enterprise (DBE) Goals for Consultant and Construction Contracts (CDOT Region Civil Rights Office)	☐	☐ X
	6.2	Determine Applicability of Davis-Bacon Act	☐	☐ X
		This project ☐ is ☒ is not exempt from Davis-Bacon Requirements as determined by the functional classification of the project location (Projects located on local roads and rural minor collectors may be exempt.)		

CDOT Resident Engineer

Date

Jocelyn Higashide, PE

10/07/2025

			Responsible Party	
LAWR	No.	Description of Task	LA	CDOT
	6.3	Set On-the-Job Training Goals (CDOT Region Civil Rights Office) “NA”, if Not Applicable	☐	☒
	6.4	Enforce Prompt Payment Requirements	☒	☐
	6.5	Use Electronic Tracking and Submission Systems B2Gnow ☒ LCPTTracker ☒	☒	☐
3	6.6	Prepare/submit Title VI Plan and Incorporate Title VI Assurances	☒	☐
6,7		Ensure the correct Federal Wage Decision, all required Disadvantaged Business Enterprise/On-the-Job Training Special provisions and FHWA Form 1273 are included in the Contract (CDOT Resident Engineer)	☒	☐

Advertise, Bid and Award of Construction Projects

			Responsible Party	
Federal Project (use 7.1 series in Chapter 7)			☒	
Non-Federal Project (Use 7.2 series in Chapter 7)			☐	
LAWR	No.	Description of Task	LA	CDOT
6,7		Obtain Approval for Advertisement Period of Less Than Three Weeks	☒	☐
7		Advertise for Bids	☒	☐
7		Concurrence to Advertise	☒	☐
7		Distribute “Advertisement Set” of Plans and Specifications	☒	☐
7		Review Worksite & Plan Details w/ Prospective Bidders While Project is Under Advertisement	☒	☐
7		Open Bids	☒	☐
7		Process Bids for Compliance		
		Check CDOT Form 1415 - Commitment Confirmation when the Low bidder meets DBE goals. (“N/A” if Not Applicable)	☒	☐
		Evaluate CDOT Form 1416 - Good Faith Effort Report and determine if the Contractor has made a good faith effort when the low bidder does not meet DBE goals. (“N/A” if Not Applicable)	☒	☐
		Submit required documentation for CDOT award concurrence	☒	☐
		Concurrence from CDOT to Award	☐	☒
		Approve Rejection of Low Bidder	☒	☐
7,8		Award Contract (Federal)	☒	☐
8		Provide “Award” and “Record” Sets of Plans and Specifications (Federal)	☒	☐

Construction Management

			Responsible Party	
LAWR	No.	Description of Task	LA	CDOT
8		Intro File Project Construction Records/Documentation in PW or as Directed	☒	☐
8	8.1	Issue Notice to Proceed to the Contractor	☒	☐
8	8.2	Project Safety	☒	☐
8	8.3	Conduct Conferences		
		• Preconstruction Conference (Appendix B)	☒	☐
		○ Fabrication Inspection Notifications	☒	☐
		• Pre-Survey	☒	☐
		○ Construction Staking	☒	☐
		○ Monumentation	☒	☐
		• Partnering (Optional)	☒	☐
		• Structural Concrete Pre-Pour (Agenda is in the CDOT Construction Manual)	☒	☐
		• Concrete Pavement Pre-Paving (Agenda is in the CDOT Construction Manual)	☒	☐
		• HMA Pre-Paving (Agenda is in the CDOT Construction Manual)	☒	☐
8	8.4	Develop and distribute Public Notice of Planned Construction to media and local residents	☒	☐
9	8.5	Supervise Construction		
		A Professional Engineer (PE) registered in Colorado, who will be “in responsible charge of construction supervision”	☒	☐
		Local Agency Professional Engineer or CDOT Resident Engineer		
		Michael Koslow		
		Phone Number		
		(720) 898-7758		
		Provide competent, experienced staff who will ensure the Contract work is constructed in accordance with the plans and specifications	☒	☐
		Construction inspection and documentation (including Projects with structures)	☒	☐
		Fabrication Inspection and Documentation	☒	☐
9	8.6	Review and Approve Shop Drawings	☒	☐
9	8.7	Perform Traffic Control Inspections	☒	☐
9	8.8	Perform Construction Surveying	☒	☐
9	8.9	Monument Right-of-Way	☒	☐

			Responsible Party	
LAWR	No.	Description of Task	LA	CDOT
9,9A	8.10	Prepare and Approve Interim and Final Contractor Pay Estimates. Collect and review CDOT Form 1418 (or equivalent) or use compliance software system. Provide the name and phone number of the person authorized for this task.	☒	☐
		Local Agency Representative Elijah Vignet-Kotze	Phone Number (720) 898-7741	
9	8.11	Prepare and Approve Interim and Final Utility and Railroad Billings	☒	☐
9B	8.12	Prepare and Authorize Change Orders	☒	☐
9B	8.13	Submit Change Order Package to CDOT	☒	☐
9A	8.14	Prepare Local Agency Reimbursement Requests	☒	☐
9	8.15	Monitor Project Financial Status	☒	☐
9	8.16	Prepare and Submit Monthly Progress Reports	☒	☐
9	8.17	Resolve Contractor Claims and Disputes	☒	☐
	8.18	Conduct Routine and Random Project Reviews Provide the name and phone number of the person responsible for this task.	☒	☒
		CDOT Resident Engineer Jocelyn Higashide, PE	Phone Number 720-376-4087	
9	8.19	Ongoing Oversight of DBE Participation	☒	☐

Materials

			Responsible Party	
LAWR	No.	Description of Task	LA	CDOT
9,9C	9.1	Discuss Materials at Pre-Construction Meeting	☒	☐
		Buy America documentation required prior to Installation of steel	☒	☐
		Buy America, Build America documentation required prior to installation of materials	☒	☐

			Responsible Party	
LAWR	No.	Description of Task	LA	CDOT
9,9C	9.2	Complete CDOT Form 250 - Materials Documentation Record - Generate form, which includes determining the Minimum number of required tests and applicable Material submittals for all materials placed on the project - Update the form as work progresses - Complete and distribute form after work is completed	☐	☒
9C	9.3	Perform Project Acceptance Samples and Tests	☒	☐
9C	9.4	Perform Laboratory Acceptance Tests	☒	☐
9C	9.6	Accept Manufactured Products Inspection of structural components: - Fabrication of structural steel and pre-stressed concrete structural components - Bridge modular expansion devices (0" to 6" or greater) - Fabrication of bearing devices	☒	☐
9C	9.6	Approve Sources of Materials	☒	☐
9C	9.7	Independent Assurance Testing (IAT) Local Agency Procedures ☐ CDOT Procedures ☒ - Generate IAT schedule - Schedule and provide notification - Conduct IAT	☐	☒
9C	9.8	Approve mix designs - Concrete - Hot Mix Asphalt	☒	☐
9C	9.9	Check Final Materials Documentation	☒	☐
9C	9.10	Complete and Distribute Final Materials Documentation	☒	☐

Construction Civil Rights and Labor Compliance

			Responsible Party	
LAWR	No.	Description of Task	LA	CDOT
9	10.1	Fulfill Project Bulletin Board and Pre-Construction Packet Requirements	☒	☐

			Responsible Party	
LAWR	No.	Description of Task	LA	CDOT
8,9	10.2	Process CDOT Form 205 - Sublet Permit Application and CDOT Form 1425 - Supplier Application Approval Request. Review & sign completed forms, or review/approve in compliance software system, as applicable, & submit to Region Civil Rights Office.	☒	☒
9	10.3	Conduct Equal Employment Opportunity and Labor Compliance Verification Employee Interviews. Complete CDOT Form 280	☒	☒
9	10.4	Monitor Disadvantaged Business Enterprise Participation to Ensure Compliance with the "Commercially Useful Function" Requirements.	☒	☒
9	10.5	Conduct Interviews when Project Utilizes On-the-Job Trainees.		
		• Complete CDOT Form 1337 - Contractor Commitment to Meet OJT Requirements.	☒	☐
		• Complete CDOT Form 838 - OJT Trainee / Apprentice Record.	☒	☐
		• Complete CDOT Form 200 - OJT Training Questionnaire.	☒	☐
9	10.6	Check Certified Payrolls (Contact the Region Civil Rights Office for training requirements)	☒	☒
9	10.7	Submit FHWA Form 1391 - Highway Construction Contractor's Annual EEO Report	☒	☐
	10.8	Contract Compliance and Project Site Reviews	☒	☒

Finals

			Responsible Party	
LAWR	No.	Description of Task	LA	CDOT
	11.1	Conduct Final Project Inspection & Final Inspection of Structures, if applicable	☒	☒
10	11.2	Write Final Project Acceptance Letter	☒	☐
10	11.3	Advertise for Final Settlement	☒	☐
11	11.4	Prepare and Distribute Final As-Constructed Plans	☒	☐
11	11.5	Prepare EEO Certification and Collect EEO Forms	☒	☐
11	11.6	Check Final Quantities, Plans, and Pay Estimate; Check Project Documentation; and submit Final Certifications	☒	☐
11	11.7	Check Material Documentation and Accept Final Material Certification (See Chapter 9)	☒	☒
	11.8	Review CDOT Form 1419	☒	☒
	11.9	Submit CDOT Professional Services Closeout Report Form	☒	☒

			Responsible Party	
LAWR	No.	Description of Task	LA	CDOT
	11.10	Complete and Submit CDOT Form 1212 LA - Final Acceptance Report (by CDOT)	☒	☐
11	11.11	Process Final Payment	☒	☐
	11.12	Close out Local Project	☒	☐
	11.13	Complete and Submit CDOT Form 950 - Project Closure	☒	☐
11	11.14	Retain Project Records	☒	☐
11	11.15	Retain Final Version of Local Agency Contract Administration Checklist	☒	☒

Cc: CDOT Resident Engineer/Project Manager
CDOT Region Program Engineer
CDOT Region Civil Rights Office

CDOT Region Materials Engineer
CDOT Contracts and Market Analysis Branch
Local Agency Project Manager

EXHIBIT F

CERTIFICATION FOR FEDERAL-AID CONTRACTS

The Local Agency certifies, by signing this Agreement, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, Agreement, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of Congress, or an employee of a Member of Congress in connection with this Federal contract, Agreement, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

EXHIBIT G

DISADVANTAGED BUSINESS ENTERPRISES

SECTION 1. Policy

It is the policy of the Colorado Department of Transportation (CDOT) that Disadvantaged Business Enterprises (DBEs) shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement, pursuant to 49 CFR Part 26. Accordingly, CDOT's federally approved DBE Program Plan shall apply to this agreement.

SECTION 2. Subrecipient and Participant Obligation.

The Local Agency and its subrecipients agrees to ensure that DBEs certified through the Colorado Unified Certification Program have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement.

All participants on contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement shall take all necessary and reasonable steps in accordance with the CDOT's federally approved DBE Program Plan to ensure that DBEs have the maximum opportunity to compete for and perform contracts.

Local Agency subrecipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of CDOT and federally assisted contracts.

SECTION 3. DBE Program.

The Local Agency subrecipient shall be responsible for complying with CDOT's FHWA-approved DBE Program Plan.

Local Agency requirements can be found at:

<https://www.codot.gov/business/civilrights>

EXHIBIT H

LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES

Title 23 Code of Federal Regulations (CFR) 172 applies to a federally funded Local Agency project agreement administered by CDOT that involves professional consultant services. 23 CFR 172.1 states “The policies and procedures involve federally funded contracts for engineering and design related services for projects subject to the provisions of 23 U.S.C. 112(a) and are issued to ensure that a qualified consultant is obtained through an equitable selection process, that prescribed work is properly accomplished in a timely manner, and at fair and reasonable cost” and according to 23 CFR 172.5 “Price shall not be used as a factor in the analysis and selection phase.” Therefore, local agencies must comply with these CFR requirements when obtaining professional consultant services under a federally funded consultant contract administered by CDOT.

CDOT has formulated its procedures in Procedural Directive (P.D.) 400.1 and the related operations guidebook titled "Obtaining Professional Consultant Services". This directive and guidebook incorporate requirements from both Federal and State regulations, i.e., 23 CFR 172 and CRS §24-30-1401 et seq. Copies of the directive and the guidebook may be obtained upon request from CDOT's Agreements and Consultant Management Unit. [Local agencies should have their own written procedures on file for each method of procurement that addresses the items in 23 CFR 172].

Because the procedures and laws described in the Procedural Directive and the guidebook are quite lengthy, the subsequent steps serve as a short-hand guide to CDOT procedures that a Local Agency must follow in obtaining professional consultant services. This guidance follows the format of 23 CFR 172. The steps are:

1. The contracting Local Agency shall document the need for obtaining professional services.
2. Prior to solicitation for consultant services, the contracting Local Agency shall develop a detailed scope of work and a list of evaluation factors and their relative importance. The evaluation factors are those identified in C.R.S. 24-30-1403. Also, a detailed cost estimate should be prepared for use during negotiations.
3. The contracting agency must advertise for contracts in conformity with the requirements of C.R.S. 24-30- 1405. The public notice period, when such notice is required, is a minimum of 15 days prior to the selection of the three most qualified firms and the advertising should be done in one or more daily newspapers of general circulation.
4. The Local Agency shall not advertise any federal aid contract without prior review by the CDOT Regional Civil Rights Office (RCRO) to determine whether the contract shall be subject to a DBE contract goal. If

the RCRO determines a goal is necessary, then the Local Agency shall include the goal and the applicable provisions within the advertisement. The Local Agency shall not award a contract to any Contractor or Consultant without the confirmation by the CDOT Civil Rights and Business Resource Center that the Contractor or Consultant has demonstrated good faith efforts. The Local Agency shall work with the CDOT RCRO to ensure compliance with the established terms during the performance of the contract.

5. The Local Agency shall require that all contractors pay subcontractors for satisfactory performance of work no later than 30 days after the receipt of payment for that work from the contractor. For construction projects, this time period shall be reduced to seven days in accordance with Colorado Revised Statute 24-91-103(2). If the Local Agency withholds retainage from contractors and/or allows contractors to withhold retainage from subcontractors, such retainage provisions must comply with 49 CFR 26.29.

6. Payments to all Subconsultants shall be made within thirty days of receipt of payment from [the Local Agency] or no later than ninety days from the date of the submission of a complete invoice from the Subconsultant, whichever occurs first. If the Consultant has good cause to dispute an amount invoiced by a Subconsultant, the Consultant shall notify [the Local Agency] no later than the required date for payment. Such notification shall include the amount disputed and justification for the withholding. The Consultant shall maintain records of payment that show amounts paid to all Subconsultants. Good cause does not include the Consultant's failure to submit an invoice to the Local Agency or to deposit payments made.

7. The analysis and selection of the consultants shall be done in accordance with CRS §24-30-1403. This section of the regulation identifies the criteria to be used in the evaluation of CDOT pre-qualified prime consultants and their team. It also shows which criteria are used to short-list and to make a final selection.

The short-list is based on the following evaluation factors:

- a. Qualifications,
- b. Approach to the Work,
- c. Ability to furnish professional services.
- d. Anticipated design concepts, and
- e. Alternative methods of approach for furnishing the professional services.

Evaluation factors for final selection are the consultant's:

- a. Abilities of their personnel,

- b. Past performance,
- c. Willingness to meet the time and budget requirement,
- d. Location,
- e. Current and projected work load,
- f. Volume of previously awarded contracts, and
- g. Involvement of minority consultants.

8. Once a consultant is selected, the Local Agency enters into negotiations with the consultant to obtain a fair and reasonable price for the anticipated work. Pre-negotiation audits are prepared for contracts expected to be greater than \$50,000. Federal reimbursements for costs are limited to those costs allowable under the cost principles of 48 CFR 31. Fixed fees (profit) are determined with consideration given to size, complexity, duration, and degree of risk involved in the work. Profit is in the range of six to 15 percent of the total direct and indirect costs.

9. A qualified Local Agency employee shall be responsible and in charge of the Work to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of the contract. At the end of Work, the Local Agency prepares a performance evaluation (a CDOT form is available) on the consultant.

CRS §§24-30-1401 THROUGH 24-30-1408, 23 CFR PART 172, AND P.D. 400.1, PROVIDE ADDITIONAL DETAILS FOR COMPLYING WITH THE PRECEEDING EIGHT (8) STEPS.

EXHIBIT I

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials

and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature*. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification*. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention*. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents*. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers*. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements*. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures*. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits*. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio*. The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates*. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity*. The use of apprentices and journeymen under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT J

ADDITIONAL FEDERAL REQUIREMENTS

Federal laws and regulations that may be applicable to the Work include:

Executive Order 11246

Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (All construction contracts awarded in excess of \$10,000 by the Local Agencies and their contractors or the Local Agencies).

Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and sub-Agreements for construction or repair).

Davis-Bacon Act

The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) (Construction contracts in excess of \$2,000 awarded by the Local Agencies and the Local Agencies when required by Federal Agreement program legislation. This act requires that all laborers and mechanics employed by contractors or sub-contractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor).

Contract Work Hours and Safety Standards Act

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by the Local Agency's in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).

Clean Air Act

Standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and sub-Agreements of amounts more than \$100,000).

Energy Policy and Conservation Act

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

OMB Circulars

Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable.

Hatch Act

The Hatch Act (5 USC 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

Nondiscrimination

The Local Agency shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color national origin, sex, age or disability. Prior to the receipt of any Federal financial assistance from CDOT, the Local Agency shall execute the attached Standard DOT Title VI assurance. As appropriate, the Local Agency shall include Appendix A, B, or C to the Standard DOT Title VI assurance

in any contract utilizing federal funds, land, or other aid. The Local Agency shall also include the following in all contract advertisements:

The [Local Agency], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (79 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, DBEs will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for any award.

ADA

In any contract utilizing federal funds, land, or other federal aid, the Local Agency shall require the federal- aid recipient or contractor to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.

Uniform Relocation Assistance and Real Property Acquisition Policies Act

The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91-646, as amended and Public Law 100-17, 101 Stat. 246-256). (If the contractor is acquiring real property and displacing households or businesses in the performance of the Agreement).

Drug-Free Workplace Act

The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.).

Age Discrimination Act of 1975

The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 et. seq. and its implementing regulation, 45

C.F.R. Part 91; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84.

23 C.F.R. Part 172

23 C.F.R. Part 172, concerning "Administration of Engineering and Design Related Contracts".

23 C.F.R Part 633

23 C.F.R Part 633, concerning "Required Contract Provisions for Federal-Aid Construction Contracts".

23 C.F.R. Part 635

23 C.F.R. Part 635, concerning "Construction and Maintenance Provisions".

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973.

The requirements for which are shown in the Nondiscrimination Provisions, which are attached hereto and made a part hereof.

Nondiscrimination Provisions:

In compliance with Title VI of the Civil Rights Act of 1964 and with Section 162(a) of the Federal Aid Highway Act of 1973, the Contractor, for itself, its assignees, and successors in interest, agree as follows:

i. Compliance with Regulations

The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

ii. Nondiscrimination

The Contractor, with regard to the work performed by it after award and prior to

completion of the contract work, will not discriminate on the ground of race, color, sex, mental or physical handicap or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix C of the Regulations.

iii. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, mental or physical handicap or national origin.

iv. Information and Reports

The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State, or the FHWA as appropriate and shall set forth what efforts have been made to obtain the information.

v. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: **a.** Withholding of payments to the Contractor under the contract until the Contractor complies, and/or **b.** Cancellation, termination or suspension of the contract, in whole or in part.

Incorporation of Provisions §22

The Contractor will include the provisions of this Exhibit J in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interest of the State and in addition, the Contractor may request the FHWA to enter into such litigation to protect the interests of the United States.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SAMPLE

The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination

Assurances for Local Agencies

DOT Order No. 1050.2A

The [Local Agency] (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Colorado Department of Transportation and the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and Federal Aviation Administration (FAA), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including the FHWA, FTA, or FAA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non- discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FHWA, FTA, and FAA assisted programs:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated or will be (with regard to a "facility") operated or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all FHWA, FTA and FAA programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
3. "The [Local Agency] in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity

4. to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
5. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
6. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
7. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
8. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
9. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
10. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
11. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
12. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the [Local Agency] also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA, FTA, and FAA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by CDOT, FHWA, FTA, or FAA. You must keep records, reports, and submit the material for review

upon request to CDOT, FHWA, FTA, or FAA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

[Local Agency] gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FHWA, FTA, and FAA. This ASSURANCE is binding on [Local Agency], other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FHWA, FTA, and FAA funded programs. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

(Name of Recipient)

by _____
(Signature of Authorized Official)

DATED _____

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, FHWA, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the [Local Agency], CDOT or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the [Local Agency], CDOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the non-discrimination provisions of this contract, the [Local Agency] will impose such contract sanctions as it, CDOT or FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the [Local Agency], CDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the [Local Agency] will accept title to the lands and maintain the project constructed thereon in accordance with (*Name of Appropriate Legislative Authority*), the Regulations for the Administration of (*Name of Appropriate Program*), and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the [Local Agency] all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto [Local Agency] and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the [Local Agency] its successors and assigns.

The [Local Agency], in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the [Local Agency] will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the [Local Agency] pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. *
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the [Local Agency] will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the [Local Agency] and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by [Local Agency] pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non- discrimination covenants, [Local Agency] will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. *
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will there upon revert to and vest in and become the absolute property of [Local Agency] of Transportation and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

EXHIBIT K

FFATA SUPPLEMENTAL FEDERAL PROVISIONS

State of Colorado Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders

Subject to

The Federal Funding Accountability and Transparency Act of 2006 (FFATA),

As Amended

Revised as of 3-20-13

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

1. **Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

- 1.1. **“Award”** means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:

- 1.1.1. Grants;
 - 1.1.2. Contracts;
 - 1.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
 - 1.1.4. Loans;
 - 1.1.5. Loan Guarantees;
 - 1.1.6. Subsidies;
 - 1.1.7. Insurance;
 - 1.1.8. Food commodities;
 - 1.1.9. Direct appropriations;
 - 1.1.10. Assessed and voluntary contributions; and
 - 1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

Award *does not* include:

- 1.1.12. Technical assistance, which provides services in lieu of money;
 - 1.1.13. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
 - 1.1.14. Any award classified for security purposes; or
 - 1.1.15. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

- 1.2. **“Contract”** means the contract to which these Supplemental

Provisions are attached and includes all Award types in §1.1.1 through 1.1.11 above.

- 1.3. **“Contractor”** means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
- 1.4. **“Data Universal Numbering System (DUNS) Number”** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.
- 1.5. **“Entity”** means all of the following as defined at 2 CFR part 25, subpart C;
 - 1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
 - 1.5.2. A foreign public entity;
 - 1.5.3. A domestic or foreign non-profit organization;
 - 1.5.4. A domestic or foreign for-profit organization; and
 - 1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.6. **“Executive”** means an officer, managing partner or any other employee in a management position.
- 1.7. **“Federal Award Identification Number (FAIN)”** means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.8. **“FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109- 282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.9. **“Prime Recipient”** means a Colorado State agency or institution of higher education that receives an Award.
- 1.10. **“Subaward”** means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient’s support in the performance of all or any portion of the substantive project or program for which the Award was granted.
- 1.11. **“Subrecipient”** means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non- Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee.
- 1.12. **“Subrecipient Parent DUNS Number”** means the subrecipient

parent organization's 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient's System for Award Management (SAM) profile, if applicable.

- 1.13. **"Supplemental Provisions"** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.
- 1.14. **"System for Award Management (SAM)"** means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 1.15. **"Total Compensation"** means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year and includes the following:
 - 1.15.1. Salary and bonus;
 - 1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 1.16. **"Transparency Act"** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
- 1.17. **"Vendor"** means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. **Compliance.** Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
3. **System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.**
 - 3.1. **SAM.** Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
 - 3.2. **DUNS.** Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.
4. **Total Compensation.** Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 4.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and
 - 4.2. In the preceding fiscal year, Contractor received:
 - 4.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 4.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 4.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.
5. **Reporting.** Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental

Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in §2 above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at <http://www.colorado.gov/dpa/dfp/sco/FFATA.htm>.

6. **Effective Date and Dollar Threshold for Reporting.** The effective date of these Supplemental Provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
7. **Subrecipient Reporting Requirements.** If Contractor is a Subrecipient, Contractor shall report as set forth below.
 - 7.1 **To SAM.** A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:
 - 7.1.1 Subrecipient DUNS Number;
 - 7.1.2 Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;
 - 7.1.3 Subrecipient Parent DUNS Number;
 - 7.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
 - 7.1.5 Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 7.1.6 Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.
 - 7.2 **To Prime Recipient.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:
 - 7.2.1 Subrecipient's DUNS Number as registered in SAM.
 - 7.2.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zipcode + 4, and

Congressional District.

8. Exemptions.

- 8.1. These Supplemental Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 8.2 A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.
- 8.3 Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangements as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.
- 8.4 There are no Transparency Act reporting requirements for Vendors.

Event of Default. Failure to comply with these Supplemental Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

EXHIBIT L

SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT

 CDOT SUBRECIPIENT RISK ASSESSMENT		Date:	
Name of Entity (Subrecipient):			
Name of Project / Program:			
Estimated Award Period:			
Entity Executive Director or VP:			
Entity Chief Financial Officer:			
Entity Representative for this Self Assessment:			
Instructions: (See "Instructions" tab for more information) 1. Check only one box for each question. All questions are required to be answered. 2. Utilize the "Comment" section below the last question for additional responses. 3. When complete, check the box at the bottom of the form to authorize.		Yes	No
		N/A	
EXPERIENCE ASSESSMENT		Yes	No
		N/A	
1	Is your entity new to operating or managing federal funds (has not done so within the past three years)?	☐	☐
2	Is this funding program new for your entity (managed for less than three years)? <i>Examples of funding programs include CMAQ, TAP, STP-M, etc.</i>	☐	☐
3	Does your staff assigned to the program have at least three full years of experience with this federal program?	☐	☐
MONITORING/AUDIT ASSESSMENT		Yes	No
		N/A	
4	Has your entity had an on-site project or grant review from an external entity (e.g., CDOT, FHWA) within the last three years?	☐	☐
5 a)	Were there non-compliance issues in this prior review?	☐	☐
5 b)	What were the number and extent of issues in prior review?	☐ 1 to 2	☐ >3
OPERATION ASSESSMENT		Yes	No
		N/A	
6	Does your entity have a time and effort reporting system in place to account for 100% of all employees' time, that can provide a breakdown of the actual time spent on each funded project? <i>If No, in the comment section please explain how you intend to document 100% of hours worked by employees and breakdown of time spent on each funding project.</i>	☐	☐
FINANCIAL ASSESSMENT		Yes	No
		N/A	
7 a)	Does your entity have an indirect cost rate that is approved and current?	☐	☐
7 b)	If Yes, who approved the rate, and what date was it approved?		
8	Is this grant/award 10% or more of your entity's overall funding?	☐ >10%	☐ <10%
9	Has your entity returned lapsed* funds? *Funds "lapse" when they are no longer available for obligation.	☐	☐
10	Has your entity had difficulty meeting local match requirements in the last three years?	☐	☐
11	What is the total federal funding your entity has been awarded for the last federal fiscal year, and what is your entity's fiscal year end?		

INTERNAL CONTROLS ASSESSMENT		Yes	No	N/A
12	Has your entity had any significant changes in key personnel or accounting system(s) in the last year? (e.g., Controller, Exec Director, Program Mgr, Accounting Mgr, etc.) If Yes, in the comment section, please identify the accounting system(s), and / or list personnel positions and identify any that are vacant.	☐	☐	☐
13	Does your entity have financial procedures and controls in place to accommodate a federal-aid project?	☐	☐	
14	Does your accounting system identify the receipts and expenditures of program funds separately for each award?	☐	☐	
15	Will your accounting system provide for the recording of expenditures for each award by the budget cost categories shown in the approved budget?	☐	☐	
16	Does your agency have a review process for all expenditures that will ensure that all costs are reasonable, allowable and allocated correctly to each funding source? If Yes, in the comment section, please explain your current process for reviewing costs.	☐	☐	☐
17	How many total FTE perform accounting functions within your organization?	☐ ≥ 6	☐ 2 to 5	☐ < 2
IMPACT ASSESSMENT		Yes	No	N/A
18	For this upcoming federal award or in the immediate future, does your entity have any potential conflicts of interest* in accordance with applicable Federal awarding agency policy? If Yes, please disclose these conflicts in writing, along with supporting information, and submit with this form. (*Any practices, activities or relationships that reasonably appear to be in conflict with the full performance of the Subrecipient's obligations to the State.)	☐	☐	
19	For this award, has your entity disclosed to CDOT, in writing, violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award? Response options: YES = Check if have one or more violation(s) and have either disclosed previously to CDOT or as part of this form. In the comment section, list all violations with names of supporting documentation and submit with this form. NO = Check if have one or more violation(s) and have not disclosed previously or will not disclose as part of this form. Explain in the comment section. N/A = Check if have no violations.	☐	☐	☐
PROGRAM MANAGEMENT ASSESSMENT		Yes	No	N/A
20	Does your entity have a written process/procedure or certification statement approved by your governing board ensuring critical project personnel are capable of effectively managing Federal-aid projects? If Yes, please submit with this form.	☐	☐	☐
21	Does your entity have written procurement policies or certification statement for consultant selection approved by your governing board in compliance with 23 CFR 172*? If Yes, please submit with this form. (*The Brooks Act requires agencies to promote open competition by advertising, ranking, selecting, and negotiating contracts based on demonstrated competence and qualifications, at a fair and reasonable price.)	☐	☐	☐
22	a) Is your staff familiar with the relevant CDOT manuals and federal program requirements?	☐	☐	☐
	b) Does your entity have a written policy or a certification statement approved by your governing board assuring federal-aid projects will receive adequate inspections? If Yes, please submit with this form.	☐	☐	☐
	c) Does your entity have a written process or a certification statement approved by your governing board assuring a contractor's work will be completed in conformance with approved plans and specifications? If Yes, please submit with this form.	☐	☐	☐

d) Does your entity have a written policy or certification statement approved by your governing board assuring that materials installed on the projects are sampled and tested per approved processes. <i>If Yes, please submit with this form.</i>	☐	☐	☐
e) Does your entity have a written policy or certification statement approved by your governing board assuring that only US manufactured steel will be incorporated into the project (<i>Buy America requirements</i>)? <i>If Yes, please submit with this form.</i>	☐	☐	☐
Comments - As needed, include the question number and provide comments related to the above questions. Insert additional rows as needed.			
☐ By checking this box, the Executive Director, VP or Chief Financial Officer of this entity certifies that all information provided on this form is true and correct.  <i>Tool Version:</i> v2.0 (081816)			

EXHIBIT M

OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS

Subject to

The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”), Federal Register, Vol. 78, No. 248, 78590

The agreement to which these Uniform Guidance Supplemental Provisions are attached has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the agreement or any attachments or exhibits incorporated into and made a part of the agreement, the provisions of these Uniform Guidance Supplemental Provisions shall control. In the event of a conflict between the provisions of these Supplemental Provisions and the FFATA Supplemental Provisions, the FFATA Supplemental Provisions shall control.

1. **Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.
 - 1.1. **“Award”** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise. 2 CFR §200.38
 - 1.2. **“Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
 - 1.3. **“Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. 2 CFR §200.37
 - 1.4. **“FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
 - 1.5. **“Grant” or “Grant Agreement”** means an agreement setting forth the terms and conditions of an Award. The term does not include an agreement that provides only direct Federal cash assistance to an individual, a subsidy, a loan, a loan guarantee, insurance, or acquires property or services for the direct benefit of use of the Federal Awarding Agency or Recipient. 2 CFR §200.51.
 - 1.6. **“OMB”** means the Executive Office of the President, Office of Management and Budget.
 - 1.7. **“Recipient”** means a Colorado State department, agency or institution of higher education that receives a Federal Award from a Federal Awarding Agency to carry out an activity under a Federal program. The term does not include Subrecipients. 2 CFR §200.86
 - 1.8. **“State”** means the State of Colorado, acting by and through its departments, agencies and institutions of higher education.

- 1.9. **“Subrecipient”** means a non-Federal entity receiving an Award from a Recipient to carry out part of a Federal program. The term does not include an individual who is a beneficiary of such program.
- 1.10. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 1.11. **“Uniform Guidance Supplemental Provisions”** means these Supplemental Provisions for Federal Awards subject to the OMB Uniform Guidance, as may be revised pursuant to ongoing guidance from relevant Federal agencies or the Colorado State Controller.
2. **Compliance.** Subrecipient shall comply with all applicable provisions of the Uniform Guidance, including but not limited to these Uniform Guidance Supplemental Provisions. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
3. **Procurement Standards.**
- 3.1 **Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation,
§§200.318 through 200.326 thereof.
- 3.2 **Procurement of Recovered Materials.** If Subrecipient is a State Agency or an agency of a political subdivision of a state, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
4. **Access to Records.** Subrecipient shall permit Recipient and auditors to have access to Subrecipient’s records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).
5. **Single Audit Requirements.** If Subrecipient expends \$750,000 or more in Federal Awards during Subrecipient’s fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the

provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.

5.1 Election. Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

5.2 Exemption. If Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

5.3 Subrecipient Compliance Responsibility. Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Part F-Audit Requirements.

6. Contract Provisions for Subrecipient Contracts. Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant Agreement.

6.1 Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The

contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments

under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

6.2 Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be

required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40

U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6.3 Rights to Inventions Made Under a Contract or Agreement. If the Federal Award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6.4 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

6.5 Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

6.6 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection

with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

7.1 Event of Default. Failure to comply with these Uniform Guidance Supplemental Provisions shall constitute an event of default under the Grant Agreement (2 CFR §200.339) and the State may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

- 8. Effective Date.** The effective date of the Uniform Guidance is December 26, 2013. 2 CFR §200.110. The procurement standards set forth in Uniform Guidance §§200.317-200.326 are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in Uniform Guidance Subpart F-Audit Requirements are applicable to audits of fiscal years beginning on or after December 26, 2014.

- 9. Performance Measurement.** The Uniform Guidance requires completion of OMB-approved standard information collection forms (the PPR). The form focuses on outcomes, as related to the Federal Award Performance Goals that awarding Federal agencies are required to detail in the Awards.

Section 200.301 provides guidance to Federal agencies to measure performance in a way that will help the Federal awarding agency and other non-Federal entities to improve program outcomes.

The Federal awarding agency is required to provide recipients with clear performance goals, indicators, and milestones (200.210). Also, must require the recipient to relate financial data to performance accomplishments of the Federal award.

Exhibit N

Federal Treasury Provisions

1. APPLICABILITY OF PROVISIONS.

- 1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.
- 1.2. The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.
- 1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.
- 1.4. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. DEFINITIONS.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 2.1.2. "Entity" means:
 - 2.1.2.1. a Non-Federal Entity;
 - 2.1.2.2. a foreign public entity;
 - 2.1.2.3. a foreign organization;
 - 2.1.2.4. a non-profit organization;
 - 2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);
 - 2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
 - 2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).
 - 2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.
 - 2.1.4. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

- 2.1.5. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
- 2.1.6. “Grant” means the Grant to which these Federal Provisions are attached.
- 2.1.7. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached.
- 2.1.8. “Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 2.1.9. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
- 2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.9.2. Is not organized primarily for profit; and
 - 2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.10. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.11. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.12. “Prime Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.13. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.14. “Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.15. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:
- 2.1.15.1. Salary and bonus;
 - 2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the

fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

- 2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 2.1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.16. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
- 2.1.17. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 2.1.18. “Unique Entity ID” means the Unique Entity ID established by the federal government for a Grantee at <https://sam.gov/content/home>.

3. COMPLIANCE.

- 3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 3.2. Per US Treasury Final Award requirements, grantee programs or services must not include a term or conditions that undermines efforts to stop COVID-19 or discourages compliance with recommendations and CDC guidelines.

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

- 4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually.
- 4.2. UEI. Grantee shall provide its Unique Entity ID to its Prime Recipient, and shall update Grantee’s information in Sam.gov at least annually.

5. TOTAL COMPENSATION.

- 5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and
 - 5.1.2. In the preceding fiscal year, Grantee received:

- 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

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

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below \$30,000 no reporting required; if more than \$30,000 and less than \$50,000 then FFATA reporting is required; and, \$50,000 and above SLFRF reporting is required.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

- 8.1. Grantee shall report as set forth below.
 - 8.1.1. Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Exhibit P to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

EC 1 – Public Health

All Public Health Projects

- a) Description of structure and objectives
- b) Description of relation to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Capital Expenditures
 - i. Presence of capital expenditure in project
 - ii. Total projected capital expenditure
 - iii. Type of capital expenditure
 - iv. Written justification
 - v. Labor reporting

COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)

- a) Amount of total project used for evidence-based programs
- b) Evaluation plan description

COVID-19 Small Business Economic Assistance (1.8)

- a) Number of small businesses served

COVID-19 Assistance to Non-Profits (1.9)

- a) Number of non-profits served

COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)

- a) Sector of employer
- b) Purpose of funds

EC 2 – Negative Economic Impacts

All Negative Economic Impacts Projects

- a) Description of project structure and objectives
- b) Description of project's response to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Amount of total project used for evidence-based programs and description of evaluation plan (*not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36*)
- e) Number of workers enrolled in sectoral job training programs
- f) Number of workers completing sectoral job training programs
- g) Number of people participating in summer youth employment programs
- h) Capital Expenditures
 - i. Presence of capital expenditure in project
 - ii. Total projected capital expenditure
 - iii. Type of capital expenditure
 - iv. Written justification
 - v. Labor reporting

Household Assistance (2.1-2.8)

- a) Number of households served

- b) Number of people or households receiving eviction prevention services (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*
- c) Number of affordable housing units preserved or developed (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*

Healthy Childhood Environments (2.11-2.13)

- a) Number of children served by childcare and early learning *(Federal guidance may change this requirement in July 2022)*
- b) Number of families served by home visiting *(Federal guidance may change this requirement in July 2022)*

Education Assistance (2.14, 2.24-2.27)

- a) National Center for Education Statistics (“NCES”) School ID or NCES District ID
- b) Number of students participating in evidence-based programs *(Federal guidance may change this requirement in July 2022)*

Housing Support (2.15, 2.16, 2.18)

- a) Number of people or households receiving eviction prevention services *(Federal guidance may change this requirement in July 2022)*
- b) Number of affordable housing units preserved or developed *(Federal guidance may change this requirement in July 2022)*

Small Business Economic Assistance (2.29-2.33)

- a) Number of small businesses served

Assistance to Non-Profits (2.34)

- a) Number of non-profits served

Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)

- a) Sector of employer
- b) Purpose of funds
- c) If other than travel, tourism and hospitality (2.36) – description of hardship

EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity

Payroll for Public Health and Safety Employees (EC 3.1)

- a) Number of government FTEs responding to COVID-19

Rehiring Public Sector Staff (EC 3.2)

- a) Number of FTEs rehired by governments

EC 4 – Premium Pay

All Premium Pay Projects

- a) List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
- b) Numbers of workers served
- c) Employer sector for all subawards to third-party employers
- d) Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-exempt workers or those making over 150 percent of the state/county’s average annual wage

- e) Number of workers to be served with premium pay in K-12 schools

EC 5 – Infrastructure Projects

All Infrastructure Projects

- a) Projected/actual construction start date (month/year)
- b) Projected/actual initiation of operations date (month/year)
- c) Location (for broadband, geospatial data of locations to be served)
- d) Projects over \$10 million
 - i. Prevailing wage certification or detailed project employment and local impact report
 - ii. Project labor agreement certification or project workforce continuity plan
 - iii. Prioritization of local hires
 - iv. Community benefit agreement description, if applicable

Water and sewer projects (EC 5.1-5.18)

- a) National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
- b) Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
- c) Median Household Income of service area
- d) Lowest Quintile Income of the service area

Broadband projects (EC 5.19-5.21)

- a) Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
 - i. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
 - ii. Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.
- b) Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to (*Federal guidance may change this requirement in July 2022*):
 - i. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload
 - ii. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously

lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

- iii. Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

All Expenditure Categories

- a) Program income earned and expended to cover eligible project costs
- 8.1.2. A Subrecipient shall report the following data elements to Prime Recipient no later than five days after the end of the month following the month in which the Subaward was made.
- 8.1.2.1. Subrecipient Unique Entity ID;
 - 8.1.2.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;
 - 8.1.2.3. Subrecipient parent's organization Unique Entity ID;
 - 8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

- 8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
- 8.1.3. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:
- 8.1.3.1. Subrecipient's Unique Entity ID as registered in SAM.
 - 8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.
 - 8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is applicable to all projects in Expenditure Categories 1 and 2.
 - 8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. See section 8.1.1 for relevant Expenditure Categories.
 - 8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.
 - 8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employment and Wage Statistics, whichever is higher, OR the eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.
 - 8.1.3.7. For infrastructure projects (EC 5), or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and location (for broadband, geospatial location data). For projects over \$10 million:
 - 8.1.3.8. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less

than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

- 8.1.3.8.1. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.
 - 8.1.3.8.2. Whether the project prioritizes local hires.
 - 8.1.3.8.3. Whether the project has a Community Benefit Agreement, with a description of any such agreement.
- 8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and Office of the State Controller. The State of Colorado may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Exhibit Q – SLFRF Reporting Modification Form.

9. PROCUREMENT STANDARDS.

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.
- 9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.
- 9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS.

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

11. SINGLE AUDIT REQUIREMENTS.

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

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

12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.

- 12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.
 - 12.1.1. [Applicable to federally assisted construction Agreements.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of "federally assisted construction Agreement" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.
 - 12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

- 12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
- 12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 12.1.7. Never Contract with the Enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never Contract with the Enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

- 12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. CERTIFICATIONS.

- 13.1. Subrecipient Certification. Subrecipient shall sign a "State of Colorado Agreement with Recipient of Federal Recovery Funds" Certification Form in Exhibit E and submit to State Agency with signed grant agreement.
- 13.2. Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

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

15. EVENT OF DEFAULT AND TERMINATION.

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

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

EXHIBIT O

AGREEMENT WITH SUBSUBRECIPIENT OF FEDERAL RECOVERY FUNDS

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of Colorado has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State's separate agreement with Treasury. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Name _____

Authorized Representative: _____

Title: _____

Signature: _____

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS
TERMS AND CONDITIONS

1. Use of Funds.
 - a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
 - b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Subrecipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and Office of the State Controller.
4. Maintenance of and Access to Records
 - a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and Office of the State Controller.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.
8. Conflicts of Interest. The State of Colorado understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy

is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.

9. Compliance with Applicable Law and Regulations.

a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

- ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of Colorado by the U.S. Department of the Treasury.”
14. Debts Owed the Federal Government.
- a. Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
15. Disclaimer.
- a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.
 - b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.
16. Protections for Whistleblowers.
- a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.
 - b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;

- iii. The Government Accountability Office;
- iv. A Treasury employee responsible for Agreement or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.
9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of

discrimination, please so state.

10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

EXHIBIT P

SLFRF SUBRECIPIENT QUARTERLY REPORT

1. SLFRF SUBRECIPIENT QUARTERLY REPORT WORKBOOK

- 1.1 The SLFRF Subrecipient Quarterly Report Workbook must be submitted to the State Agency within ten (10) days following each quarter ended September, December, March and June. The SLFRF Subrecipient Quarterly Report Workbook can be found at:
<https://osc.colorado.gov/american-rescue-plan-act> (see SLFRF Grant Agreement Templates tab)

EXHIBIT Q
SAMPLE SLFRF REPORTING MODIFICATION FORM

Local Agency:		Agreement No:	
Project Title:		Project No:	
Project Duration: To:		From:	
State Agency:	CDOT		

This form serves as notification that there has been a change to the reporting requirements set forth in the original SLFRF Grant Agreement.

The following reporting requirements have been (add/ remove additional rows as necessary):

Updated Reporting Requirement (Add/Delete/Modify)	Project Number	Reporting Requirement

By signing this form, the Local Agency agrees to and acknowledges the changes to the reporting requirements set forth in the original SLFRF Grant Agreement. All other terms and conditions of the original SLFRF Grant Agreement, with any approved modifications, remain in full force and effect. Grantee shall submit this form to the State Agency within 10 business days of the date sent by that Agency.

Local Agency

Date

CDOT Program Manager

Date

Exhibit R
APPLICABLE FEDERAL AWARDS

FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD

Federal Awarding Office	US Department of the Treasury
Grant Program	Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing Number	21.027
Federal Award Number	SLFRP0126
Federal Award Date *	May 18, 2021
Federal Award End Date	December 31, 2024
Federal Statutory Authority	Title VI of the Social Security Act, Section 602
Total Amount of Federal Award (this is <u>not</u> the amount of this grant agreement)	\$3,828,761,790

* Funds may not be available through the Federal Award End Date subject to the provisions in §2 and §5 below.

EXHIBIT S

PII Certification

STATE OF COLORADO

LOCAL AGENCY CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of _____ (legal name of Local Agency) (the “Local Agency”), hereby certify under the penalty of perjury that the Local Agency has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Local Agency.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT T

CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE

Checklist for required exhibits due to funding sources. Required Exhibits are dependent on the source of funding. This is a guide to assist in the incorporation and completion of Exhibits in relation to funding sources.

Exhibit	Funding only from FHWA	Funding only from ARPA	FHWA and ARPA Funding
EXHIBIT A, SCOPE OF WORK	✓	✓	✓
EXHIBIT B, SAMPLE OPTION LETTER	✓	✓	✓
EXHIBIT C, FUNDING PROVISIONS	✓	✓	✓
EXHIBIT D, LOCAL AGENCY RESOLUTION (IF APPLICABLE)	✓	✓	✓
EXHIBIT E, LOCAL AGENCY AGREEMENT ADMINISTRATION CHECKLIST	✓	✓	✓
EXHIBIT F, CERTIFICATION FOR FEDERAL-AID AGREEMENTS	✓		✓
EXHIBIT G, DISADVANTAGED BUSINESS ENTERPRISE	✓		✓
EXHIBIT H, LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES	✓		✓
EXHIBIT I, FEDERAL-AID AGREEMENT PROVISIONS FOR CONSTRUCTION AGREEMENTS	✓		✓
EXHIBIT J, ADDITIONAL FEDERAL REQUIREMENTS	✓		✓

EXHIBIT K, FFATA SUPPLEMENTAL FEDERAL PROVISIONS	✓	✓	✓
EXHIBIT L, SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT FORM	✓	✓	✓
EXHIBIT M, OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS	✓		✓
EXHIBIT N, FEDERAL TREASURY PROVISIONS		✓	✓
EXHIBIT O, AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS		✓	✓
EXHIBIT P, SLFRF SUBRECIPIENT QUARTERLY REPORT		✓	✓
EXHIBIT Q, SLFRF REPORTING MODIFICATION FORM		✓	✓
EXHIBIT R, APPLICABLE FEDERAL AWARDS		✓	✓
EXHIBIT S, PII CERTIFICATION	✓	✓	✓
EXHIBIT T, CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE	✓	✓	✓



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.2.

TO: THE HONORABLE CITY COUNCIL

DATE: December 16, 2025

SUBJECT: R25-120, A Resolution Authorizing an Agreement between the City of Arvada and the Olde Town Arvada Business Improvement District for the Fiscal Year 2026 Programs and Services in Olde Town Arvada

Report in Brief

As part of the FY 2025 budget process, the City Council provided support to the BID by allocating matching funds of \$93,000 to create a total BID operating budget for 2025 of approximately \$258,000. In addition to the \$93,000, the City, through a separate agreement, provides a not to exceed amount of \$50,000 for leaf and snow removal for the 2024/2025 winter season.

This Agreement summarizes the business relationship between the City and the BID. The Agreement is for one year, which will allow the City to evaluate the BID's performance prior to considering an allocation for 2026. City funds will be used by the BID to support public programs and services, including enhanced maintenance, public safety, and event support. City services are defined by the Arvada Services document.

The BID will present a status update in July and an annual report in December to the City Manager in order to continuously evaluate the services provided through the Agreement. The Arvada team believes that the Agreement provides the foundation for a successful, collaborative and productive implementation of the Business Improvement District for Olde Town, a stated objective of the City and the Olde Town area for many years.

The Arvada team recommends that the City Council approve R24-126, A Resolution Authorizing an Agreement between the City of Arvada and the Olde Town Arvada Business Improvement District for the Fiscal Year 2025 Programs and Services in Olde Town Arvada.

Financial Impact

The City's allocation to the BID in 2026 will be \$93,000.00 This amount was approved in the 2026 operating budget.

Background

On November 4, 2014, as part of the general election, business and property owners voted 49-14 to approve the the establishment of the BID and to authorize the mill levy. The City Council subsequently approved the first Memorandum of Agreement with the Olde Town BID in early 2015 and have annually approved such agreements each year.

Discussion

Attached is the Agreement that outlines the terms and conditions which will continue the cooperative relationship between the City and the Olde Town BID. Through this Agreement the City and BID believe that improved coordination will help focus mutual efforts, provide accountability of how public dollars are utilized, establish clear communication, clarify roles and responsibilities and support the entire community by fostering Olde Town Arvada's ongoing economic vitality.

As in previous years, City team members will continue to work closely with the BID Board to address opportunities, concerns and issues associated with Olde Town and to support effective governance. The City's Baseline Services, which is also attached, is provided to the BID. These services include economic development support such as grants to support infrastructure, park and landscape maintenance of common areas and gathering spaces, site amenities such as benches and bike racks, snow removal of the plaza area and basic patrol services to maintain public safety. Some services will be scaled back due to City

resource limitations. The City team will continue working with the BID to help resolve any service gaps. City team members, including the City Manager, Deputy City Manager, Community and Economic Development Director and Police Commanders will meet periodically with BID representatives.

The 2025 BID Operating Plan and 2025 BID Budget are also attached. The Plan includes goals, ideas and direction that support the mission and vision of the BID Board and the funding sources and expenditures to implement that vision.

Public Contact

Posting of the City Council agenda and notification to the Olde Town BID Board of Directors.

Commission Recommendation

The Olde Town BID Board of Directors collaborated with the City team to develop the Agreement and support the recommendation presented herein.

Strategic Alignment

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

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R24-126, A Resolution Authorizing an Agreement between the City of Arvada and the Olde Town Arvada Business Improvement District for the Fiscal Year 2025 Programs and Services in Olde Town Arvada.

Suggested Motion:

I move that R24-126, A Resolution Authorizing an Agreement between the City of Arvada and the Olde Town Arvada Business Improvement District for the Fiscal Year 2025 Programs and Services in Olde Town Arvada, be (approved) (rejected).

Prepared by:

Josie Suk, Development Systems and Administrative Manager

Reviewed by:

Approved by:

Jessica Garner, Director of Community and Economic Development	11/18/2025
Gail Walker, Legal Specialist-Contracts	11/20/2025
Kelsy Sargent, Assistant City Attorney	11/20/2025
Rachel Morris, City Attorney	11/24/2025
Jessica Morales, Deputy City Attorney	11/25/2025
Allison Scheck, Deputy City Manager	11/25/2025

SUBJECT: R25-120, A Resolution Authorizing an Agreement between the City of Arvada and the Olde Town Arvada Business Improvement District for the Fiscal Year 2026 Programs and Services in Olde Town Arvada

PAGE: 3
ITEM: 8.A.2.

Don Wick, City Manager

11/28/2025

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R25-120

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF ARVADA
AND THE OLDE TOWN ARVADA BUSINESS IMPROVEMENT DISTRICT FOR THE
FISCAL YEAR 2026 PROGRAMS AND SERVICES IN OLDE TOWN ARVADA

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

Section 1. The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, an Agreement, which is in substantially the same form as that attached hereto, by and between the City of Arvada and the Olde Town Arvada Business Improvement District.

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

APPROVED AND ADOPTED this 16th day of December, 2025.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

By: _____

**AGREEMENT BETWEEN THE CITY OF ARVADA AND THE OLDE TOWN
ARVADA BUSINESS IMPROVEMENT DISTRICT FOR THE FISCAL YEAR 2026
PROGRAMS AND SERVICES IN OLDE TOWN ARVADA**

1.0 PARTIES. The parties to this Agreement are the City of Arvada, a home rule municipal corporation (“Arvada”) and the Olde Town Arvada Business Improvement District ("BID").

2.0 RECITALS AND PURPOSE.

2.1 Both Arvada and the BID acknowledge that a cooperative relationship is mutually beneficial to each organization and in the best interest of Arvada residents and Historic Olde Town Business and Property owners; and

2.2 Both Arvada and the BID believe that improved coordination will help focus mutual efforts, provide accountability of how public dollars are utilized, establish clear communication, clarify roles and responsibilities, and benefit the entire community while fostering Olde Town Arvada's ongoing economic vitality.

3.0 CONTRACT DOCUMENTS AND EXHIBITS. The Contract Documents shall consist of the Agreement together with the following:

Exhibit A: The BID’s Operating Plan;

Exhibit B: The BID’s Fiscal Year 2026 Budget; and

Exhibit C: Arvada’s Baseline Services.

All exhibits referred to in this Agreement are attached hereto and are, by reference, incorporated herein for all purposes. In the event any matter, term, provision, or condition that is the subject of this Agreement requires clarification or is in dispute, or is the subject of a difference of opinion, the purpose and intent of the Agreement shall be 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/Consultant shall secure the written instructions from Arvada before proceeding with the performance of the services affected by such conflicts, omissions, or discrepancies.

4.0 ROLES AND RESPONSIBILITIES.

4.1. The BID agrees to:

4.1.1. Provide those programs and services identified in Exhibit A, "Operating Plan".

4.1.2. Acknowledge the partnership between Arvada and the BID, including noting the support of Arvada on advertising, and promotional literature.

4.1.3. The BID's Executive Director shall communicate directly with the City Manager or his or her designee regarding programs, service delivery, and cooperative opportunities and will facilitate regular

- 5.0 BUDGET.** Arvada agrees to provide \$93,000 for fiscal year 2026 to support the operation of the BID with the primary use of Arvada funds on public programs and services, such as enhanced maintenance, public safety, and event support as outlined in Exhibit B.
- 6.0 INSTALLMENT PAYMENTS.** The BID will invoice Arvada in January for the first half of monies for the fiscal calendar year and on a quarterly basis thereafter for the total funding identified in Paragraph 5.0. Upon receipt of an invoice, Arvada shall have 30 days to render payment to the BID. The BID shall expend Arvada contributed funds on public programs and services as outlined in the Operating Plan and Fiscal Year 2026 budget (Exhibit A and B respectively). The BID shall provide a semi-annual status update and annual report summarizing all activities, events, programs, and significant accomplishments to the City Manager in July and December.
- 7.0 TERMINATION.** Either party may, with 60 days written notice to the other party, terminate this contract. If the contract is terminated, the BID shall submit a final budget report within 45 days of receipt/submittal of such written notice detailing all funds received and expended to date. In the event there are unexpended funds remaining, the BID shall return such funds to Arvada. Termination of this contract shall not imply lack of support or affect other cooperative efforts by and between both parties.
- 8.0 AMENDMENT.** Either party may seek to amend this Agreement including the Work Plan and budget by providing a written request detailing the terms of the requested amendment. Both Arvada and the BID must approve any amendment for the amendment to take effect.
- 9.0 FULL FORCE AND EFFECT.** All other terms and conditions shall be as set forth in the Agreement.
- 10.0 SEVERABILITY.** If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.
- 11.0 BINDING AUTHORITY.** BID represents and affirms that the signature page hereof accurately states the full legal name of BID (whether as a corporation, partnership, limited liability company, sole proprietorship, or other), contains all requisite signature(s) on behalf of BID, in accordance with all applicable statutes, regulations, resolutions, rules, bylaws, agreements, or similar sources of authority

or limitation. This Agreement may be executed in counterpart(s), each of which shall be deemed to be an original, and all of which, taken together, shall constitute one instrument.

EFFECTIVE this ____ day of _____, 20__.

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: _____

**OLDE TOWN ARVADA BUSINESS
IMPROVEMENT DISTRICT**

Kristin Chayer, Executive Director
director@oldetownarvada.org

Exhibit A

**AGREEMENT BETWEEN THE CITY OF ARVADA AND THE OLDE TOWN
ARVADA BUSINESS IMPROVEMENT DISTRICT FOR THE FISCAL YEAR
2026 PROGRAMS AND SERVICES IN OLDE TOWN ARVADA**

Olde Town Arvada BID 2026 Operating Plan

Name: Olde Town Arvada Business Improvement District (BID).

Legal Authority: A BID in Colorado is organized pursuant to the Business Improvement District Act, Section 31-25-1201 et seq.,

BID Boundaries: The BID area encompasses generally the commercial property in the area from the south side of Ralston Road on the north, Grandview Avenue on the south, Yukon on the west and Teller on the east, encompassing the Olde Town core, and allowing for future expansion south of Grandview Avenue and/or north of Ralston Road when the opportunity to do so arises. Personal property is not included in the BID boundary.

City Services: BID services are designed to supplement existing City services and will be in addition to City services that are currently provided in Olde Town.

Operating Plan: This plan includes goals, ideas and direction that support the mission and visions of the BID Board. The plan shall subside and flow throughout the year and into the future as funding and priorities evolve. In no order, the plan includes and may not be limited to the following:

MARKETING - To create, partner and implement unique strategies that draw people from near and far to enjoy and patronize Olde Town Arvada through programs such as:

- Continued refinement and implementation comprehensive marketing plan.
- Host events and support partners' events and festivals.
- Increase social media engagement.
- Consistently provide monthly E-Newsletter to Merchants and/or public on current and up & coming information.
- Continue to market the district wide gift card program.
- Partnership with the Visitors Center and other strategic partners to promote Olde Town as a destination for visitors.
- Utilize board members and staff to engage new and existing businesses and owners to educate and promote the BID's efforts and projects.
- Identify and pursue other marketing opportunities as they arise throughout the year.

PLACEMAKING - To emphasize an attractive, historic, and engaging Olde Town through physical, interactive, and branding enhancements through programs such as:

- Continue to be an active participant in the implementation of the Olde Town Strategic Reinvestment Plan
- Creative public art opportunities and/or installations.
- Directional wayfinding and directories.
- Identify ways to enhance public spaces in the District.

- Continue to pursue partnerships with the City to enhance public spaces.
- Other vitality initiatives as appropriate.

PHYSICAL IMPROVEMENTS & ENHANCED MAINTENANCE - To create an attractive and appealing environment while maintaining the District's unique character and ambiance through programs and partnership such as:

- Streetscape and public space improvements.
- Power washing sidewalks.
- Other initiatives as appropriate.

ADVOCACY - To advocate for all aspects of a culturally and economically vibrant Olde Town through areas such as:

- Unified district voice.
- Advancing policies.
- Executive staffing oversight of operational advocacy and program management of increased partnerships and opportunities to promote the heart of the City.

PUBLIC SAFETY - To ensure Olde Town remains safe and inviting through programs such as:

- Arvada PD/CORE Team updates.
- Lighting & deterrent solutions.
- Continued safety training opportunities for businesses.

ADMINISTRATION - Annual compliance and delivery of BID programs and services through items such as but not limited to:

- Reporting
- Staffing & support
- Day to day operations

Assessment Methodology/Budget: The budget is based upon an 8.5 mill levy on taxable commercial real property (exempt and residential properties are not included in the BID), raising an estimated \$156,332. The City of Arvada is considering matching the BID assessment on a dollar-for-dollar basis up to \$93,000 for 2026 and amounts to be determined annually thereafter.

BID Governance: The BID statute allows for a board of 5 to 11 members who are BID electors. The Olde Town BID board currently consists of 11 members who are commercial property or business owners, or designees of such within the district.

Program Management Structure: The BID delivers programs and services for the areas of the district that pay into the BID through a mill levy. The BID has its own board, operating plan and staffing to support programming.

Term: The Olde Town Arvada BID has an initial ten-year term which began in 2014. This will allow for property owners to evaluate the BID's effectiveness at the end of the term. If the BID is deemed successful, the BID will request that the City Council renew the BID by ordinance after the initial period. If the BID is not considered to be successful, it will sunset at the end of the initial term.

Exhibit B

**AGREEMENT BETWEEN THE CITY OF ARVADA AND THE OLDE TOWN
ARVADA BUSINESS IMPROVEMENT DISTRICT FOR THE FISCAL YEAR
2026 PROGRAMS AND SERVICES IN OLDE TOWN ARVADA**

Olde Town Arvada									
Business Improvement District									
2026 Budget									
		2024 Actual Budget		2025 Approved Budget			2025 Actual Budget* estimate	2026 Budget- Draft	
Estimated Resources									
Beginning Fund Balance, Estimated		\$27,440		\$9,835			\$9,835.00	\$10,565.36	
Property tax		\$ 162,866		\$155,578			\$155,578	\$156,322.00	
City of Arvada match		\$ 85,667		\$93,000			\$93,000.00	\$93,000.00	
Partnerships & Sponsorships		\$ 31,500		\$32,000			\$27,870.06	\$32,000.00	
Event & Merchandise Revenue		\$ 249,112		\$0			\$245,903.24	\$0.00	
Transfer from Savings		\$ 7,735		\$0			\$0.00	\$0.00	
Interest		\$ 18		\$40			\$10.60	\$40.00	
TOTAL AVAILABLE RESOURCES		\$ 564,338		\$290,413			\$532,196.90	\$291,927.36	
Estimated Expenditures									
Marketing		\$25,687.00		Marketing			\$23,772.39	\$9,000.00	
Physical Improvements:		\$33,011.00		Placemaking/Mobility			\$25,897.97	\$9,000.00	
Enhanced Maintenance:		\$47,589.00		Enhanced Maintenance			\$55,276.49	\$30,000.00	
Advocacy:		\$1,680.00		Advocacy			\$1,756.89	\$1,500.00	
Safety:		\$85.00		Safety			\$62.00	\$1,000.00	
Administration:		\$217,286.00		Administration			\$147,059.00	\$221,400.00	
Event/Merchandise		\$229,165.00		Event/Merchandise			\$172,456.38	\$0.00	
ESTIMATED EXPENDITURES		\$554,503.00		\$255,500			\$426,281.12	\$271,900.00	
Reserve Funds		\$0.00		\$3,000			\$0.00	\$3,000.00	
TOTAL EXPENDITURES		\$554,503.00		\$258,500				\$274,900.00	
Ending fund balance		\$9,835		\$31,913				\$17,027.36	
Assessed value		17,977,360		18,303,396			18,303,396	\$18,390,887.00	
Mill levy		8.5		8.5			8.5	8.5	
Ending Fund Balance does not reflect savings account amount of \$10,557									

<https://www.jeffco.us/2425/Tax-Distribution>

Jan-Feb	\$4,070.94
Feb-March	\$30,528.38
Mar-Apr	\$27,797.18
Apr-May	\$25,120.40
May-Jun	\$16,655.20
Jun-July	\$34,361.01
Jul-Aug	\$2,650.02
Aug-Sep	\$4,923.94
Sep-Oct	\$2,298.97
Oct-Nov	
Nov-Dec	
	\$148,406.04

Exhibit C

**AGREEMENT BETWEEN THE CITY OF ARVADA AND THE
OLDE TOWN ARVADA BUSINESS IMPROVEMENT DISTRICT
FOR THE FISCAL YEAR 2026 PROGRAMS AND SERVICES IN
OLDE TOWN ARVADA**

City of Arvada Services

Olde Town Business Improvement District

2025

Services for Olde Town Arvada, defined as the area roughly between Ralston Road on the north to the G Line railroad tracks on the south, and from Wadsworth Bypass on the east to Yukon Street on the west, are provided by a variety of work groups within each work system.

City of Arvada Services provided to the entire City, including Olde Town

The following list of services are those that the city provides across the entire city, including the Olde Town Arvada area.

Organizational and Service Effectiveness

- Review and approve special event permits and new liquor licensing applications/transfers of ownership
- Sales tax collection and assistance with sales tax licensing, education and compliance.

Community and Economic Development and Urban Renewal

- Building permit applications and review.
- Code enforcement actions.
- Planning and zoning review, including site development plans and building permit applications.
- Design review for Applications for Certificates of Compliance with the Design Guidelines for Olde Town Arvada
- Façade loans and grants for building and site improvements, signage, water lines and taps, and other assistance.
- Marketing and relocation assistance about available properties in the downtown area.
- Marketing and information about area businesses and attractions through the Arvada Visitor's Center in conjunction with the Arvada Chamber of Commerce.
- Assistance with new business development and retention of existing businesses.
- Development financing and incentives and revitalization projects through the Arvada Urban Renewal Authority (AURA)
- Review of building permit applications and issuance of building permits as needed.
- Building permit construction inspections as needed.
- Building inspections as needed for safety concerns.

Vibrant Community and Neighborhoods

- Parks Maintenance Services: Weekly mowing and weeding of park turf, including twice yearly aeration and fertilization; Extensive tree, shrub and plant care within parks to maintain health, vigor and aesthetic appearance according to accepted horticultural practices; Pruning of park ground covers to maintain a neat, well-kept appearance
- Regular pruning of right of way trees to maintain desirable form, eliminate diseased or damaged growth, prevent health or safety hazards, and maintain sidewalk and street clearance.
- Annual preparation of irrigated flower beds in parks, including soil turning once a year in the fall and flower deadheading on an as needed basis
- Coordination of public art program, including RFQ process, siting and installation support
- Olde Town Square fountain equipment pre-operation verification, and operation and maintenance from May 1st through September 30th if functional.
- Weekly mowing and weeding of Olde Town Square turf, including twice yearly aeration and fertilization.
- Within parks, cutting back ornamental grasses, herbaceous perennials, and pruning all dead, diseased and dying branches.
- Energizing park irrigation systems in the spring, winterizing in the fall, adjusting heads as needed, repairing breaks in a timely manner, and preventing any interruptions in the watering cycles for all landscaping (McIlvoy Park and the Olde Town Square). Performance of routine maintenance on the system components on a weekly basis and winterization of the sprinkler system completed by October 15th.
- Park-specific site amenities such as trash receptacles located in the Olde Town Square, bike racks, light poles, banner poles, benches, history walk signs, electrical to tree wells and in shrub beds, and shade structures are inspected once a week and repairs made as necessary.
- Graffiti eradication in parks, including but not limited to: walkways, hard surfaces, benches, tables, boulders, retaining walls, signage, lighting and fencing as needed.

Safe Communities

- Police Officers assigned to the overall 24 hours a day/seven days per week.
- Premise checks involving contact with business owners and employees, building relationships and security checks.
- Security for special events.
- Programs for businesses and residents in the area, including crime prevention through environmental design, training to businesses and their employees in reducing the occurrences of crime, as well as a number of other programs based on the needs of the business or resident.

- Ongoing collaboration with community partners in addressing homelessness awareness and impacts.
- Responding to service requests related to crime or traffic, as well as increases to crime or traffic in a particular area.
- Performance of directed traffic enforcement activities as needed
- Responding to animal control and code enforcement calls for service.

Infrastructure

- Street and alley patching as needed.
- Traffic Signal installation, operation and maintenance as needed.
- Assess traffic circulation and access management as needed.
- Roadway sign installation and maintenance as needed.
- Striping and pavement marking of streets as needed
- Meter reading every two months for utility billing and maintenance purposes.
- Fire hydrant maintenance once per year per hydrant.
- Water system flushing every two years.
- Water line valve rotation once every two years.
- Repair of meter pits as needed (rare).
- Replacement of water system lines when needed—new system installed in 2005.
- Quarterly cleaning of sanitary sewer pipes.
- Replacement of wastewater system as needed.
- Grease trap inspection and maintenance.
- Inspection of sanitary sewer pipes every 2 years.
- Review and consultation about private sewer service line issues.
- On-call system for after-hours emergencies.
- Cleaning of stormwater system pipelines as needed—generally every 3 years.
- Replacement of stormwater system as needed—relatively new system at present.
- On-call system for after-hours stormwater management emergencies.

City of Arvada Services that are Unique to Olde Town

The following list of services are those that the city provides to the Olde Town BID and the Olde Town area in addition to all of the service items listed above.

Organizational and Service Effectiveness

- Meeting and collaborating with BID leadership as needed
- Facilitating Council consideration of annual request for City matching funds.
- Appointment of staff liaison to BID Board and consultation with the BID and other downtown stakeholders for regular reporting to City Council.

Vibrant Community and Neighborhoods

- Replacement of Olde Town banners when damaged
- Weather permitting, the holiday lights are installed on the street trees approximately November 1st and displayed through March 1st. The holiday display in Olde Town Square is installed around Thanksgiving and displayed through January 1st. The entire display is inspected daily throughout the work week and repaired as necessary.
- Daily hand watering of non-irrigated plants during the growing season. Hand watering of flower pots on Grandview Avenue and the new pots installed since the closure on Olde Wadsworth daily.
- On call services for all of the special events that are held in Olde Town.
- Once a day, 7 days a week trash bag removal from non-park trash receptacles (storefront trash receptacles located outside of McIlvoy and Olde Town Square parks) from April 1st through October 31st. Once a day, Monday through Friday wintertime trash bag removal from non-park trash receptacles (weather permitting).
- Replacement of brick pavers outside of park areas.
- Flags will be displayed on President's Day, Memorial Day, Flag Day, Independence Day, Labor Day, Harvest Festival and Veteran's Day.
- Flower pots on Old Wadsworth watered through an irrigation controller, with flowers displayed from May 1st through September 30th, weather permitting.
- Snow removal though the plaza, public parking lots and on all public sidewalk arteries (not adjacent to businesses). Snow removal occurs within twenty four hours after the snow fall, conducted with light duty equipment such as ATV's, snow blowers, etc.
- Bi-annual electrical maintenance and repair for tree lighting throughout Olde Wadsworth and Grandview

Safe Communities

- Education and enforcement actions in Olde Town.
- CORE team established with presence in Olde Town since 2019.

Infrastructure

- Parking operation, enforcement, and analysis to better utilize on-street and public parking areas. Staff to be available for BID Board meetings and Parking committee meetings to consider issues and problem resolution.
- Street sweeping outside of the closure area.
- Snow removal outside of the street closure area.
- Operation and maintenance of historic style Acorn street lights.
- Managing leases and city obligations for private parking lots.
- Managing leases of City owned parklets.

- Coordination with RTD (monthly reports) related to Commuter Parking at the OTTH.
- OTTH and Transit Plaza Maintenance and Services through contracted services.
- Transportation data collection and analysis as needed.

City of Arvada Services for Olde Town which have been suspended

The following list of services are those that the city has provided only in the Olde Town area in previous years and no longer has capacity to provide moving forward due to competing priorities.

Vibrant Community and Neighborhoods

- Daily hand watering of non-irrigated plants during the growing season. Daily hand watering of flower pots on Grandview Avenue and the new pots installed since the closure on Olde Wadsworth.
- Once a day, 7 days a week trash bag removal from non-park trash receptacles (storefront trash receptacles located outside of McIlvoy and Olde Town Square parks) from April 1st through October 31st. Once a day, Monday through Friday wintertime trash bag removal from non-park trash receptacles (weather permitting).
- Replacement of brick pavers outside of park areas
- On call services for all of the special events that are held in Olde Town.

Infrastructure

- Street sweeping within the closure area.
- Snow removal inside the closure area.

City of Arvada Services

Olde Town Business Improvement District

2025

Services for Olde Town Arvada, defined as the area roughly between Ralston Road on the north to the G Line railroad tracks on the south, and from Wadsworth Bypass on the east to Yukon Street on the west, are provided by a variety of work groups within each work system.

City of Arvada Services provided to the entire City, including Olde Town

The following list of services are those that the city provides across the entire city, including the Olde Town Arvada area.

Organizational and Service Effectiveness

- Review and approve special event permits and new liquor licensing applications/transfers of ownership
- Sales tax collection and assistance with sales tax licensing, education and compliance.

Community and Economic Development and Urban Renewal

- Building permit applications and review.
- Code enforcement actions.
- Planning and zoning review, including site development plans and building permit applications.
- Design review for Applications for Certificates of Compliance with the Design Guidelines for Olde Town Arvada
- Façade loans and grants for building and site improvements, signage, water lines and taps, and other assistance.
- Marketing and relocation assistance about available properties in the downtown area.
- Marketing and information about area businesses and attractions through the Arvada Visitor's Center in conjunction with the Arvada Chamber of Commerce.
- Assistance with new business development and retention of existing businesses.
- Development financing and incentives and revitalization projects through the Arvada Urban Renewal Authority (AURA)
- Review of building permit applications and issuance of building permits as needed.
- Building permit construction inspections as needed.
- Building inspections as needed for safety concerns.

Vibrant Community and Neighborhoods

- Parks Maintenance Services: Weekly mowing and weeding of park turf, including twice yearly aeration and fertilization; Extensive tree, shrub and plant care within parks to maintain health, vigor and aesthetic appearance according to accepted horticultural practices; Pruning of park ground covers to maintain a neat, well-kept appearance
- Regular pruning of right of way trees to maintain desirable form, eliminate diseased or damaged growth, prevent health or safety hazards, and maintain sidewalk and street clearance.
- Annual preparation of irrigated flower beds in parks, including soil turning once a year in the fall and flower deadheading on an as needed basis
- Coordination of public art program, including RFQ process, siting and installation support
- Olde Town Square fountain equipment pre-operation verification, and operation and maintenance from May 1st through September 30th if functional.
- Weekly mowing and weeding of Olde Town Square turf, including twice yearly aeration and fertilization.
- Within parks, cutting back ornamental grasses, herbaceous perennials, and pruning all dead, diseased and dying branches.
- Energizing park irrigation systems in the spring, winterizing in the fall, adjusting heads as needed, repairing breaks in a timely manner, and preventing any interruptions in the watering cycles for all landscaping (McIlvoy Park and the Olde Town Square). Performance of routine maintenance on the system components on a weekly basis and winterization of the sprinkler system completed by October 15th.
- Park-specific site amenities such as trash receptacles located in the Olde Town Square, bike racks, light poles, banner poles, benches, history walk signs, electrical to tree wells and in shrub beds, and shade structures are inspected once a week and repairs made as necessary.
- Graffiti eradication in parks, including but not limited to: walkways, hard surfaces, benches, tables, boulders, retaining walls, signage, lighting and fencing as needed.

Safe Communities

- Police Officers assigned to the overall 24 hours a day/seven days per week.
- Premise checks involving contact with business owners and employees, building relationships and security checks.
- Security for special events.
- Programs for businesses and residents in the area, including crime prevention through environmental design, training to businesses and their employees in reducing the occurrences of crime, as well as a number of other programs based on the needs of the business or resident.

- Ongoing collaboration with community partners in addressing homelessness awareness and impacts.
- Responding to service requests related to crime or traffic, as well as increases to crime or traffic in a particular area.
- Performance of directed traffic enforcement activities as needed
- Responding to animal control and code enforcement calls for service.

Infrastructure

- Street and alley patching as needed.
- Traffic Signal installation, operation and maintenance as needed.
- Assess traffic circulation and access management as needed.
- Roadway sign installation and maintenance as needed.
- Striping and pavement marking of streets as needed
- Meter reading every two months for utility billing and maintenance purposes.
- Fire hydrant maintenance once per year per hydrant.
- Water system flushing every two years.
- Water line valve rotation once every two years.
- Repair of meter pits as needed (rare).
- Replacement of water system lines when needed—new system installed in 2005.
- Quarterly cleaning of sanitary sewer pipes.
- Replacement of wastewater system as needed.
- Grease trap inspection and maintenance.
- Inspection of sanitary sewer pipes every 2 years.
- Review and consultation about private sewer service line issues.
- On-call system for after-hours emergencies.
- Cleaning of stormwater system pipelines as needed—generally every 3 years.
- Replacement of stormwater system as needed—relatively new system at present.
- On-call system for after-hours stormwater management emergencies.

City of Arvada Services that are Unique to Olde Town

The following list of services are those that the city provides to the Olde Town BID and the Olde Town area in addition to all of the service items listed above.

Organizational and Service Effectiveness

- Meeting and collaborating with BID leadership as needed
- Facilitating Council consideration of annual request for City matching funds.
- Appointment of staff liaison to BID Board and consultation with the BID and other downtown stakeholders for regular reporting to City Council.

Vibrant Community and Neighborhoods

- Replacement of Olde Town banners when damaged
- Weather permitting, the holiday lights are installed on the street trees approximately November 1st and displayed through March 1st. The holiday display in Olde Town Square is installed around Thanksgiving and displayed through January 1st. The entire display is inspected daily throughout the work week and repaired as necessary.
- Daily hand watering of non-irrigated plants during the growing season. Hand watering of flower pots on Grandview Avenue and the new pots installed since the closure on Olde Wadsworth daily.
- On call services for all of the special events that are held in Olde Town.
- Once a day, 7 days a week trash bag removal from non-park trash receptacles (storefront trash receptacles located outside of McIlvoy and Olde Town Square parks) from April 1st through October 31st. Once a day, Monday through Friday wintertime trash bag removal from non-park trash receptacles (weather permitting).
- Replacement of brick pavers outside of park areas.
- Flags will be displayed on President's Day, Memorial Day, Flag Day, Independence Day, Labor Day, Harvest Festival and Veteran's Day.
- Flower pots on Old Wadsworth watered through an irrigation controller, with flowers displayed from May 1st through September 30th, weather permitting.
- Snow removal though the plaza, public parking lots and on all public sidewalk arteries (not adjacent to businesses). Snow removal occurs within twenty four hours after the snow fall, conducted with light duty equipment such as ATV's, snow blowers, etc.
- Bi-annual electrical maintenance and repair for tree lighting throughout Olde Wadsworth and Grandview

Safe Communities

- Education and enforcement actions in Olde Town.
- CORE team established with presence in Olde Town since 2019.

Infrastructure

- Parking operation, enforcement, and analysis to better utilize on-street and public parking areas. Staff to be available for BID Board meetings and Parking committee meetings to consider issues and problem resolution.
- Street sweeping outside of the closure area.
- Snow removal outside of the street closure area.
- Operation and maintenance of historic style Acorn street lights.
- Managing leases and city obligations for private parking lots.
- Managing leases of City owned parklets.

- Coordination with RTD (monthly reports) related to Commuter Parking at the OTTH.
- OTTH and Transit Plaza Maintenance and Services through contracted services.
- Transportation data collection and analysis as needed.

City of Arvada Services for Olde Town which have been suspended

The following list of services are those that the city has provided only in the Olde Town area in previous years and no longer has capacity to provide moving forward due to competing priorities.

Vibrant Community and Neighborhoods

- Daily hand watering of non-irrigated plants during the growing season. Daily hand watering of flower pots on Grandview Avenue and the new pots installed since the closure on Olde Wadsworth.
- Once a day, 7 days a week trash bag removal from non-park trash receptacles (storefront trash receptacles located outside of McIlvoy and Olde Town Square parks) from April 1st through October 31st. Once a day, Monday through Friday wintertime trash bag removal from non-park trash receptacles (weather permitting).
- Replacement of brick pavers outside of park areas
- On call services for all of the special events that are held in Olde Town.

Infrastructure

- Street sweeping within the closure area.
- Snow removal inside the closure area.



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.A.3.

TO: THE HONORABLE CITY COUNCIL

DATE: December 16, 2025

SUBJECT: R25-121, A Resolution Concerning Electric Vehicle Charging Systems

Report in Brief

The State of Colorado adopted HB24-1173 on May 21, 2024. The bill establishes permitting procedures for electric vehicle (EV) charging systems for counties with a population of 20,000 or more (covered county) and municipalities with a population of 10,000 or more (covered municipality).

Financial Impact

N/A

Background

HB24-1173 requires that on or before December 31, 2025, a board of county commissioners of a covered county or the governing body of a covered municipality must do one of the following:

- Adopt an ordinance or resolution that incorporates the same standards and permitting process or less restrictive standards and permitting process as the standards and permitting process described in the Colorado energy office's EV charger permitting model code that the office is required to publish on or before March 31, 2025;
- Adopt an ordinance or resolution that establishes the covered county's or covered municipality's own objective standards and administrative review process to be used by the covered county or covered municipality permitting agency in the agency's review of EV charger permits, which ordinance or resolution must comply with certain requirements; or
- Adopt an ordinance or resolution that establishes that the covered county or covered municipality does not intend to adopt the EV charger model code or adopt the standards and administrative review process required by the act, but instead will continue to utilize the covered county's or covered municipality's existing permitting review process for EV charging systems.

Discussion

The City team has evaluated our current permitting system and the model code developed by the State, and determined that while the current regulations in the Land Development Code do not perfectly align with the model code, they reflect the intent of the legislation.

Arvada's LDC already allows EV charging as an accessory use throughout the City and allows EV charging as a primary use in mixed-use and commercial zone districts, subject to limitations. All charging stations complying with the LDC are approved through an administrative process.

This resolution will not preclude the City from making future changes to the permitting review process for EV charging.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

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

Alternative Courses of Action

N/A

Recommendation for Action

The City team recommends that the City Council approve R25- 121, A Resolution Concerning Electric Vehicle Charging Systems.

Suggested Motion:

I move that R25-121, A Resolution Concerning Electric Vehicle Charging Systems, be (approved) (rejected).

Prepared by:

Heidi Van Gieson, Administrative Specialist

Reviewed by:

Approved by:

Josie Suk, Development Systems and Administrative Manager	11/20/2025
Kyley Flynn, Chief Building Official	11/24/2025
Rob Smetana, Planning Manager	11/24/2025
Jessica Garner, Director of Community and Economic Development	11/24/2025
Gail Walker, Legal Specialist-Contracts	11/24/2025
Erika Pierce, Litigation Paralegal	11/24/2025
Kelsy Sargent, Assistant City Attorney	11/24/2025
Rachel Morris, City Attorney	11/25/2025
Jessica Morales, Deputy City Attorney	11/25/2025
Allison Scheck, Deputy City Manager	11/25/2025
Don Wick, City Manager	11/26/2025

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R25-121

A RESOLUTION CONCERNING ELECTRIC VEHICLE CHARGING SYSTEMS

WHEREAS, the City of Arvada, a home rule municipality organized pursuant to Article XX, Section 6 of the Colorado Constitution, regulates the construction, removal, repair, alteration, reconstruction, and use of buildings through its building and zoning ordinances; and

WHEREAS, the City of Arvada desires to assist the Colorado Energy Office by indicating its intent to follow its existing permitting review process for electric vehicle (“EV”) charging system applications in response to C.R.S. § 31-23-316(2);

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

Section 1. The ordinances of the City of Arvada provide sufficient and reasonable standards and processes for the review and permitting of applications for EV charging systems.

Section 2. The City of Arvada will continue to use its existing permitting processes to review applications for EV charging systems and, as a result, does not intend to adopt the EV Charger Permitting Model Code or other standards and processes provided by C.R.S. § 31-23-316.

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

APPROVED AND ADOPTED this 16th day of December, 2025.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

BY: _____



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.B.1.

TO: THE HONORABLE CITY COUNCIL

DATE: December 16, 2025

SUBJECT: R25-122, A Resolution Adopting the City of Arvada's 2026 Legislative Agenda (Presenters: Don Wick, City Manager; Padraic Emerine, Senior Assistant City Attorney)

Report in Brief

PRESENTER: Don Wick, City Manager; Padraic Emerine, Senior Assistant City Attorney.

The 2026 proposed Legislative Agenda was provided to the City Council in November. The City Council was given the opportunity to provide comments and feedback regarding final edits to the document. The City team is now providing a final version so that the Council may consider formal adoption of the 2026 Legislative Agenda.

The Arvada team recommends that City Council approve R25-122, A Resolution Adopting the City of Arvada's 2026 Legislative Agenda.

Financial Impact

There is no financial impact associated with the recommended action.

Background

The 2026 Legislative Agenda elevates the City's concerns before various elected officials and serves as a roadmap of the City's legislative goals and focus areas for the upcoming legislative session. It outlines the City's commitment to various issues by topic and is used by City team members to develop awareness of and consensus on the City's legislative positions. The Legislative Agenda aligns with the City's strategic plan as noted below.

Discussion

See background information above.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The Legislative Agenda aligns with OSE Strategic Result #1 by providing policy guidance and communicating out to team members and the public the City's legislative positions.

Alternative Courses of Action

1. Approve R25-122, A Resolution Adopting the City of Arvada's 2026 Legislative Agenda.

2. Decline to adopt a legislative agenda for the City.

Recommendation for Action

The Arvada team recommends that the City Council approve Alternative No. 1.

Suggested Motion:

I move that R25-122, A Resolution Adopting the City of Arvada's 2026 Legislative Agenda, be (approved) (rejected).

Prepared by:
Padraic Emerine, Assistant City Attorney I

Reviewed by:

Approved by:

Rachel Morris, City Attorney	11/24/2025
Candice Svoboda, Assistant to the City Manager	11/25/2025
Jessica Morales, Deputy City Attorney	11/25/2025
Linda Haley, Deputy City Manager	11/25/2025
Don Wick, City Manager	11/26/2025

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R25-122

A RESOLUTION ADOPTING THE CITY OF ARVADA'S
2026 LEGISLATIVE AGENDA

WHEREAS, the adoption of state and federal legislation on matters of municipal and local concern can have a significant impact upon the provision of municipal services by the City of Arvada; and

WHEREAS, the City Council has reviewed the proposed 2026 Legislative Agenda and wishes to formally adopt the Agenda.

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

Section 1. The City of Arvada 2026 Legislative Agenda, which is in substantially the same form as that attached hereto, is hereby adopted.

Section 2. The City Manager will monitor how the 2026 Legislative Agenda is affected by legislation proposed or adopted by the Colorado General Assembly or the United States Congress and report those impacts to the City Council from time to time.

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

APPROVED AND ADOPTED this 16th day of December, 2025.

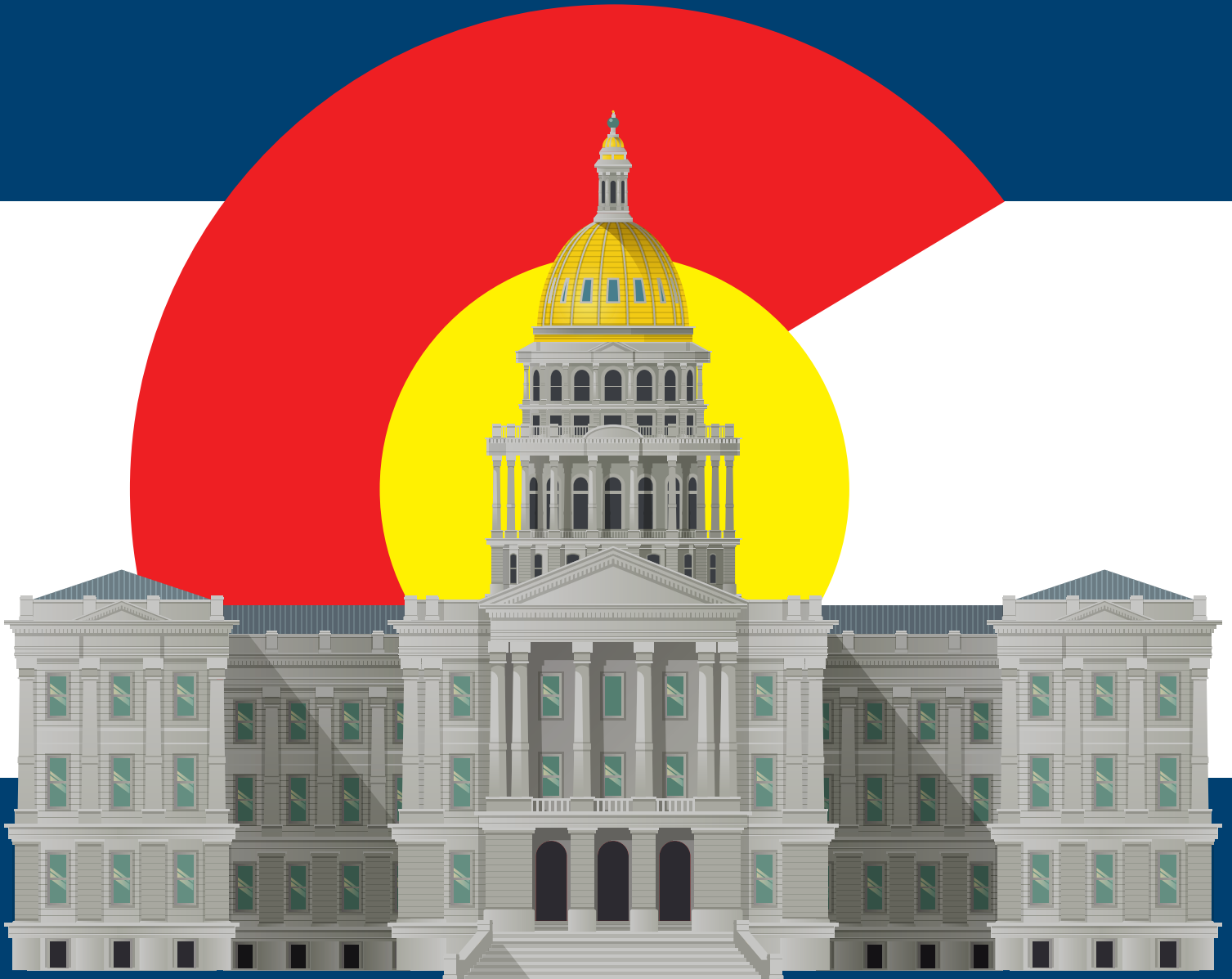
Lauren Simpson, Mayor

ATTEST:

City Clerk

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

By: _____



2026 Legislative Agenda

Table of Contents

INTRODUCTION	3
Purpose	3
City Council Strategic Priorities & Work Systems	5
Major Efforts and Initiatives	6
COMMUNITY AND ECONOMIC DEVELOPMENT	8
Annexation	8
Building Inspectors	9
Comprehensive Plans	9
Construction Defect Laws	10
Eminent Domain	10
Enterprise Zones	11
Regional Planning & DRCOG	11
Tax Increment Financing (TIF)	12
Affordable Housing	12
Homelessness	13
INFRASTRUCTURE	15
Broadband	15
Federal Infrastructure Funding	16
Right-of-Way Control Access and Construction	16
Transit and Regional Multimodal Transportation	17
Transportation Funding	17
Video Franchising	18
ORGANIZATIONAL AND SERVICE EFFECTIVENESS	19
Accessibility of Digital Assets	19
Governmental Immunity Act	20
Medical Costs	21
Municipal Liability	21
Taxation and Fee Authority	22
SAFE COMMUNITY	23
Inter-Jurisdictional Emergency Services	23
Dilution of Criminal Laws and Offender Accountability	24
Victim Rights and Criminal Justice Processes	24

Municipal Courts	25
Policing	27
Seizures	26
VIBRANT COMMUNITY AND NEIGHBORHOODS	27
Colorado Creative Industries	29
Rocky Flats Wildlife Refuge	28
Climate Action and Resilience	28
COMMUNITY PROFILE	30
CITY OF ARVADA COUNCIL MEMBERS	31
CITY OF ARVADA LEADERSHIP TEAM	32
STATE LEGISLATORS REPRESENTING ARVADA	33
VISION, MISSION, VALUES	34

Introduction

Purpose

The City of Arvada's Legislative Agenda serves as a roadmap of the City's goals and focus areas for the upcoming legislative session. Our legislative priorities emphasize several key areas that are vital to enhancing the lives of everyone in our community and serve as the City's official guide to proposed legislation by the Colorado General Assembly.

This document outlines the City's commitment to various issues by topic and is to be used internally by staff and City Council to develop awareness and consensus on the City's stances, as well as externally to Colorado state legislators representing the City of Arvada. The City's priorities consider the unique needs of the Arvada community and align closely with the City Council Strategic Plan.

In 2026, the City will be prioritizing the following three key City Council Strategic Results:

- **Physical and Technology Systems:** Improve City and community connectivity by providing reliable and accessible physical and technology systems.
 - *Key focus:* Ensure the security of the physical and technology systems, while also investigating and holding accountable those who put our systems at risk.
- **Homelessness:** Collaborate and coordinate with nonprofits, local organizations, and regional governments to advance services to individuals experiencing homelessness or at risk of experiencing homelessness
 - *Key focus:* Support individuals experiencing homelessness who frequent Olde Town into housed outcomes and determine an alternate location for the provision of services outside of Olde Town.
- **Local Economy:** Bolster a vibrant local economy by delivering efficient and cost-effective services as well as providing support for business in Arvada.
 - *Key Focus:* Maintain and enhance public assets to attract residents, businesses, workers, and visitors.

The City of Arvada, like other Colorado municipalities, is navigating challenges such as homelessness, affordable housing, public safety, transportation, aging infrastructure, and environmental impacts. Additionally, the rising costs of materials, labor, and essential infrastructure maintenance are outpacing revenues. Complex issues, such as homelessness in our community, are placing further demands on our resources. These challenges put increasing pressure on our ability to sustain our high-quality services without exploring additional funding sources.

Though the City of Arvada is confident in its ability to serve its residents and be a collaborative partner with the State of Colorado and other regional jurisdictions, there is the need for communication, support, and awareness by the Colorado General Assembly in order to ensure that legislation fosters effective local governance without introducing additional challenges and financial burdens. We believe that this is attainable through good faith efforts to include municipalities in the issues that affect them.

The City of Arvada aims to be an exemplary model for other municipalities, recognizing that this is an ongoing journey of continuous improvement. This includes the City Council's longstanding commitment to collaborate effectively with the legislators representing our city.

The City of Arvada holds strong to the main themes held in previous years:

- **Maintain Local Control and Home Rule:** Decisions impacting Arvadans are best undertaken by the government that is closest to the electorate, the Arvada City Council.
- **No Unfunded Mandates:** Mandates from other levels of government, especially unfunded, should not be imposed on local government.
- **Preservation of Traditional Authority:** The traditional authority and powers of municipal government in areas such as land use and zoning, and sales tax, should not be further eroded.
- **Local Problems Need Local Solutions:** Statewide solutions to local issues often have unintended consequences on municipalities and should be avoided.
- **Enhancing Public Safety:** The City supports efforts to provide public safety officials with the tools they need to safeguard residents. The City supports legislative initiatives that enhance peace officer recruiting and retention

efforts, and initiatives that hold those who engage in criminal behavior accountable and are in the best interests of public safety.

City Council Strategic Priorities & Work Systems

The City is organized into five work systems to better share resources among those departments with overlapping responsibilities, as well as empower teams to work together, work smarter, and develop long-term solutions for success. Following is a summary of the City Council Strategic Priorities and Work Systems:

- **Community and Economic Development:** Community and Economic Development sustains a planned and balanced community that provides affordable housing while preserving existing neighborhoods and the related housing stock; enhances the image of the community; provides quality jobs for citizens; generates additional revenue and ensures the economic health and financial stability for the City of Arvada; and coordinates development activities to conform with city policies and regulations.
- **Infrastructure:** The community depends on well-maintained streets, sidewalks, water, wastewater and stormwater facilities. Planned and steady population growth requires proper maintenance of existing infrastructure and additional capacity to support a thriving community well into the future. This work system also includes solid waste services and fleet and facilities management.
- **Organizational and Service Effectiveness:** The community depends on a well-managed, fiscally-responsible and transparent City government to guide the organization in a manner that enhances quality of life. Performance-based management practices, sustainable levels of resource use, efficient use of technology, a high-performing workforce, and legal and ethical compliance will ensure the long-term credibility and effectiveness of the City government.
- **Safe Community:** As a Commission on Accreditation for Law Enforcement Agencies (CALEA) accredited agency, the Arvada Police Department sets the standard of excellence based on their values of honor, integrity, and commitment. Community-based policing, connected neighbors, engaged local businesses, supportive community institutions, emergency response, and a fair and impartial justice system ensures Arvada is a safe place to live, work, play, and stay.

- **Vibrant Community and Neighborhoods:** The mission of the Vibrant Community and Neighborhoods Department is to provide parks, urban design, golf, banquet, event, trails and environmental education services to the Arvada community and visitors so they can play, celebrate, and engage in the vitality of our welcoming community.

This Legislative Agenda is organized by work system and aligns with City Council priorities.

Major Efforts and Initiatives

A few highlights the City of Arvada is working on include, but are not limited to:

- **Affordable Housing:** The City adopted a housing needs assessment and strategic plan in 2024, which addresses barriers to building and retaining affordable housing and suggests local funding, policy strategies and implementation solutions. There are a number of affordable housing developments coming soon or now underway in the City, including homes for older adults, permanent supportive housing and low-income solutions (Legacy Senior Residences, Marshall Street Landing, Marshall Pointe Apartments, Vance Street Flats, Ralston Gardens, and Habitat for Humanity townhomes).
- **Capital Improvement Projects:** Arvada is undergoing several important improvements to roads, bridges, and utility services, and strategizing funding mechanisms to meet current and new demands, such as improvements to major arterial roadways and water transmission and distribution systems.
- **Community Engagement and Customer Service:** The City looks for new and improved ways to engage with community members. This includes a variety of programs, such as Speak Up Arvada, Ask Arvada, and Neighbors Connected. The Community and Economic Development (CED) work system launched a “Taste & Talks” series that runs through 2025 and focuses on bringing thoughtful, compelling content to local venues that celebrate homegrown businesses, restaurants and topics that are important to the Arvada community. As CED prepares for a Comprehensive Plan update in 2025, they are also participants of a pilot effort to refocus on customer service training and developing expectations in order to provide excellent service to the community, including developers, contractors, and internal staff.

- **Diversity, Equity, Inclusion, and Accessibility:** The City is engaging in operational and strategic efforts to enhance the service needs of all people living, working, and traveling through Arvada. This includes a review of processes, procedures and policies and will involve engagement with stakeholders to ensure our services are assessed with a DEI&A lens.
- **Employment:** The City prioritizes our team members with a people-first philosophy in order to recruit and retain the best people to provide superior services to enhance the lives of everyone in our community. Arvada is committed to the development, health and well-being of our team members by providing a comprehensive total rewards program.
- **Homelessness:** Arvada is an active partner/leader in looking at homelessness and housing solutions for the western Denver metro area.
- **IT Cybersecurity:** Arvada is taking proactive measures in light of increasing risks in cybersecurity threats. This included a mandatory staff cybersecurity training that took place at the end of 2023 and again in 2024.
- **Resiliency:** Arvada is engaged in numerous resiliency efforts from strategic planning to environmental and water resource management to financial resiliency.
- **Sustainability:** From City-led residential waste and recycling collection services, partnering with Xcel Energy, installing smart water meters, and increasing energy efficiency in public buildings, Arvada is taking steps to be a more sustainable city.



COMMUNITY AND ECONOMIC DEVELOPMENT

Annexation

The City of Arvada **OPPOSES** any legislation that limits municipalities' power of annexation.

Annexation is a well-established and proper use of municipal authority to provide for logical and contiguous boundaries in providing services. "Flagpole annexation" as one example allows for municipalities to provide services to outlying areas in need and assists with meeting the goals and direction of a Comprehensive Plan.

- Some properties do not have access to utilities and other services without annexation.

- Annexation allows municipalities to grow in a way that offers financial stability to communities, which in turn helps with maintaining public services.

Therefore, the City recommends the Colorado General Assembly avoid any legislation that undermines this essential function of standard, effective planning.

Building Inspectors

The City of Arvada **OPPOSES** state mandates requiring Master Electricians and Plumber Certifications for Building Inspectors.

CRS 12-15-119 includes requirements for electrical inspections and 12-155-119 outline requirements for State Plumbing Inspections. Already there's been mandates for a Master or Journeyman Electricians license for commercial and multi-family inspections, though not yet the same for plumbers. There's been a push for expanding these requirements.

- Extra requirements will add a burden onto local governments to retain team members as it becomes increasingly difficult to find professionals who qualify.
- Local governments that are unable to hire/retain inspectors will have to place the burden of inspections back on the State.
- The City of Arvada has found that combination inspectors, not specialized inspectors, leads to better customer service and response rates.

Therefore, the City recommends the Colorado General Assembly reject any legislation that adds unnecessary requirements to fulfill baseline services such as building inspection, and instead focuses on providing certification programs to ensure inspectors meet any goals the State of Colorado has in ensuring skills and knowledge for building inspectors.

Comprehensive Plans

The City of Arvada **OPPOSES** state mandates to require specific elements in local comprehensive plans.

Comprehensive Plans serve to guide municipal elected officials, developers, and team members in determining current development decisions that will affect the future nature of neighborhoods, municipalities, and regions. Any state mandates risk putting requirements that are only needed for some communities as a burden

for all, and also risks removing communities from determining their own future.

- Statewide growth limitations would undermine the City's capacity to grow when appropriate.
- Restrictions on single-family housing or other types of zoning would limit the community's economic diversity.

Therefore, the City recommends the Colorado General Assembly avoid legislation that changes local governments' authority to develop comprehensive plans.

Construction Defect Laws

The City of Arvada **SUPPORTS** safeguards against construction defect laws that create barriers to the development of for-sale multi-family housing units.

Construction defect laws are designed to provide homeowners rights in lawsuits, and serve an important purpose. At a time when affordable housing is at a critical point, excessive construction defect laws create an undue burden on developers and prevent much needed affordable housing options across different income levels.

- The City is not seeing for sale, multi-family housing due to current levels of construction defect laws.
- The lack of new for sale, multi-family housing, in turn, affects housing affordability and variety.

Therefore, the City recommends that the Colorado General Assembly works with municipalities, developers, and housing organizations before passing any construction defect laws.

Eminent Domain

The City of Arvada **OPPOSES** legislation that further limits the purposes for which eminent domain powers may be used by a municipality.

Eminent domain stems from the last part of the Fifth Amendment which states, "nor shall private property be taken for public use, without just compensation". Local governments derive authority to implement eminent domain from the state. It is a necessary tool of the government in order to pursue public projects, and one by Constitutional Right that guarantees the rights of landowners. Limits to eminent domain do not alter the fundamental rights of citizens, but do inhibit municipalities'

ability to serve their communities.

- Eminent domain was used by the City of Arvada to ensure both its Ralston Road and 72nd Avenue projects could proceed without placing the burden of paying overpriced demands of individual landowners onto taxpayers.
- Eminent domain is one tool the City of Arvada has used to remove blight and push forward “brownfield” development.

Therefore, the City recommends that the Colorado General Assembly strike down any proposals that hamper municipalities’ ability to use eminent domain for the public good.

Enterprise Zones

The City of Arvada **SUPPORTS** the targeted use of enterprise zones as an economic tool to local governments.

The Colorado Enterprise Zone (EZ) is a State Tax Credit program intended to support businesses in qualifying locations. The program provides State income tax credits for businesses located within an EZ, and also serves as an incentive for growing and expanding companies to relocate into these areas. The program provides a business-friendly environment by allowing tax incentives to for-profit companies and non-profit projects. A business residing in an EZ can claim credits against its Colorado State income tax liability for various qualified investments.

- The Enterprise Zone program is extremely important to Arvada as it is one of the few State tools available to support our local community’s economic development plan.
- These investments bring more jobs and wealth to Arvada while increasing the competitive advantage of Arvada businesses.

Therefore, the City recommends the Colorado General Assembly continue to pass legislation that supports, encourages and increases enterprise zones in targeted areas.

Regional Planning & DRCOG

The City of Arvada **SUPPORTS** regional planning and cooperation through the Denver Regional Council of Governments (DRCOG) Metro Vision 2040 Plan.

Growth and development decisions made by one jurisdiction have an impact on

neighboring communities. DRCOG's Metro Vision 2040 offers a framework for collaboration to address the challenge.

- The Metro Vision 2040 Plan is an important asset to regional transportation planning across the Denver metro area.
- Regional planning is an important means to be competitive for state and federal funding grants and opportunities.

Therefore, the City of Arvada recommends the Colorado General Assembly enact laws that progress the Metro Vision 2040 Plan.

Tax Increment Financing (TIF)

The City of Arvada **OPPOSES** any additional restrictions on the use of TIF.

Tax Increment Financing is an important tool for local governments to create economic vitality. It allows communities to invest in collaborative projects that would otherwise be unachievable. Additional restrictions place an unnecessary burden in providing public good to our residents.

- 1,785 new housing units have been created from our Urban Renewal Authority anticipated to generate \$17.5 million in annual taxable spending.
- \$125 million in infrastructure and public improvements have been invested into the City such as roads, sidewalks, storm-water, and environmental mitigation, and another \$14 million into parks and community projects.
- The City of Arvada is considering TIF as one potential means to address long-term infrastructure needs, to be proactive in tackling the challenges many Colorado communities are facing in dealing with aging infrastructure and a growing population.

Therefore, the City recommends that the Colorado General Assembly continues to allow municipalities to be able to use TIF in a flexible, supportive legal environment.

Affordable Housing

The City of Arvada **SUPPORTS** state initiatives to work toward affordable housing in the region across multiple income levels.

The Colorado Municipal League has named affordable housing as a key issue again this year. Housing costs are at critical levels in the Denver metro and beyond. This is not an issue that any one jurisdiction can tackle alone. This is also not an issue for one socioeconomic class as housing affordability affects residents of multiple

income levels looking for a starter home, a place to raise a family, somewhere to retire to, etc.

- Rising costs in building materials and labor are increasing overall housing prices beyond affordable thresholds, even if fees were reduced.
- A 2020 study within the City of Arvada found gaps in options for residents earning less than \$35,000 and for starter homes priced near or below \$300,000.
- Increasing diversity of housing stock includes “middle” options such as duplexes, townhomes, and numerous other options.

Therefore, the City of Arvada recommends the Colorado General Assembly take a holistic approach to affordable housing, focuses on multiple income groups, and recognizes the baseline challenges of supply and labor costs.

The City of Arvada **OPPOSES** restrictions on the use of State funds to pay for infrastructure, parks impact fees, or system development charges.

While the City of Arvada supports state initiatives to work to meet affordable housing goals, there are concerns that the State is restricting the use of funding to support local impacts, including impacts to infrastructure and parks.

- Development, including affordable projects, requires investment in roads, water systems, parks, and overall infrastructure.
- State funding support for development fees for affordable housing projects fosters benefits for specific projects and the overall community.

Homelessness

The City **SUPPORTS** the General Assembly's efforts to hold accountable the Colorado Department of Human Services and the CDPHE for quickly and effectively resolving individual instances of homelessness, for working to prevent homelessness, and to address public health issues created by homelessness, and for doing this on a region-wide basis.

A number of interrelated challenges impact those experiencing homelessness in and around Arvada. In the absence of effective action by state and county health and human services officials to address homelessness and its impacts on those experiencing homelessness as well as the general population, the City understands that it must continue to address these impacts to the extent practicable in light of the City's limited resources and the regional nature of the problem. City efforts may

include evaluating the need for a navigation center and exploring ways to prevent homelessness and reduce the impact of homelessness on neighborhoods

- Homeless populations do not reside merely within one municipal jurisdiction, but can move across city and county boundaries.
- Individuals facing homelessness are often in need of not one, but multiple services which may be offered at different levels of government (municipal, county, state).

Therefore, the City recommends the Colorado General Assembly take proactive steps to fund and support efforts to reduce and manage homelessness in Colorado communities.

INFRASTRUCTURE



Broadband

The City of Arvada **SUPPORTS** state funding in broadband infrastructure across the state.

Broadband is increasingly being accepted as a necessary utility in the 21st Century. The COVID-19 Pandemic has only highlighted the need for internet access for health, safety, and economic needs. The State has made some good strides, and there remains uncovered areas. For the City's part, it is dedicated to building out connectivity to all City facilities as well as the Fire District and School District, not Fiber to the Home (FTTH).

- Of the approximately 65 miles of fiber total for its own broadband goal, the City has built out just over 50 miles.
- There remains gaps for businesses and residents.

Therefore, the City recommends the Colorado General Assembly continue to use public resources to build out broadband across the state including the Denver metro area for supporting programs in addition to FTTH.

Federal Infrastructure Funding

The City of Arvada **SUPPORTS** the allocation of Federal infrastructure funding to local governments.

Local governments are in the best position to know how to leverage Federal infrastructure funding for their respective communities, to know what capital improvement projects will offer the most sustainable and effective use of these resources. The City will need funding both for the projects, and to help fund additional capacity for the City team to be effective.

- Indiana corridor improvement from W. 72nd to 92nd. This includes a UPRR railroad underpass
- Leyden Road/W.82nd between Hwy 93 and Alkire
- Complete W. 72nd Avenue from Simms Street to approximately Beech Street
- Oberon Road corridor improvement project
- Jefferson Parkway
- North Trunk Sewer Improvements
- Water Treatment Expansion and Replacement of the AWTP
- Additional Water Storage Capacity
- Water Distribution System Resilience
- Increase Annual Water Line Replacement Program from 1% to 2%
- Annual Bridge Program for maintenance and repair

Therefore, the City recommends the Colorado General Assembly allocate as much Federal infrastructure funding they can to local jurisdictions with expanded eligibility criteria to include capital projects in large communities that support resilience and reinvestment. The City also recommends to ensure that funding allows for increased capacity (staff, workspace) to take on additional capital projects and ensure the administrative costs to receiving funding are kept at a minimum.

Right-of-Way Control Access and Construction

The City of Arvada **OPPOSES** any and all legislation that impinges on local government authority to control access to and construction within public right-of-way.

Local governments are in the best position to manage public properties such as right-of-way, which have multiple users providing a number of different services

such as cable, broadband, and electric, water, stormwater utilities, and more. As an extension, local governments are in a position to determine a reasonable value and compensation for use of these public properties.

- Right-of-way restrictions for local governments would significantly increase the time it takes to design and engineer and eventually construct projects.
- Right-of-way restrictions for local governments impinge on a municipality's ability to maintain and protect roads, drainage, and other infrastructure which are already regularly damaged by service and utility providers.
- Some projects would likely never get built because of interest groups either opposing or seeking alternative options that are not feasible to build.
- Overall costs would increase.

Therefore, the City recommends the Colorado General Assembly maintain its current position on respecting local government's authority concerning right-of-way use.

Transit and Regional Multimodal Transportation

The City of Arvada **SUPPORTS** continued state funding for regional transportation.

Transportation is a concern that extends beyond boundaries, and the increase in population over the past ten years makes transportation hurdles increasingly difficult. The G Line is one example that has enormously benefited the City of Arvada, and more projects that focus on regional transportation can only assist residents' mobility.

- The Denver metro area's population continues to sharply rise, exacerbating the need for more diverse and effective transportation options that extend beyond a single jurisdiction.
- Ridership increased prior to COVID for Arvada residents using the G line to get to work in downtown Denver and to get to the airport. Ridership has continued to rise post-COVID; however, service plans are still reduced and ridership has not returned to pre-COVID levels .

Therefore, the City recommends the Colorado General Assembly continues to prioritize this topic, and work toward long term solutions.

Transportation Funding

The City of Arvada **SUPPORTS** increasing state and local funding options for

transportation improvements.

The City of Arvada, like other jurisdictions, continues to look for ways to catch up on much needed maintenance and improvements to our road and bridge infrastructure as well as looking into other transportation means such as public transportation, bicycle lanes, and more. These goals cannot be met by one source of income, and can only be solved through multiple solutions working together.

- The City's transportation infrastructure, particularly pavement and bridges, continues to age and needs consistent capital allocated for repairs, rehabilitation, and reconstruction.
- The City frequently relies upon State and Federal grants to complete moderately sized projects and is seeking expansion of these opportunities for cost sharing of the infrastructure that all our citizens utilize.
- The 9th lowest gas tax in the nation, should prompt a ballot box initiative to increase gas tax, and if passed, would augment the Local (City/County) Pass Through funding.

Therefore, the City recommends the Colorado General Assembly support increasing current transportation funding options, and continues to look toward new funding options.

Video Franchising

The City of Arvada **OPPOSES** interference and preemption of local authority in video franchising.

Telecommunication service providers who offer video service are required under the Telecommunications Act to obtain a franchise agreement from the local governments they serve. There are efforts to either restrict or eliminate local franchise authority due to current laws. Restricting or eliminating local franchising will allow companies to avoid complying with local law and regulations.

- It will decrease or remove payments for use of rights-of-way for private benefit.
- It will create a competitive advantage over the cable industry.
- It will create a situation where more economically profitable areas will be served while others will not.

Therefore, the City recommends the Colorado General Assembly do not act upon calls to subvert local authority in franchising, including video franchising.

ORGANIZATIONAL AND SERVICE EFFECTIVENESS



Accessibility of Digital Assets

The City of Arvada **SUPPORTS** thoughtful and practical efforts to make digital assets accessible.

The City of Arvada strongly supports accessibility efforts. However, with the passage of HB21-1110 and other related bills, Arvada, like other municipalities, must comply with extremely burdensome (and unfunded) mandates related to making the City's digital assets accessible. As an example, the City maintains over 1 million separate digital assets. HB21-1110 mandated that all of these assets be accessible by July 1, 2024 with a grace period allowed until July 1, 2025 provided the City meets certain requirements under HB24-1452. Due to the sheer number of digital

assets maintained by the City, compliance with this deadline has been challenging and impracticable even with the rules promulgated by the Office of Information Technology (OIT). While OIT has provided some exceptions, non-compliance is subject to harsh penalties. Non-compliance may increase the possibility of litigation against the City, the costs of which may reduce the costs available for remediating non-compliant digital assets and detract from the City's overall digital accessibility goals.

Without sufficient time, funding, and resources, the City remains disadvantaged in its ability to achieve full compliance in accessibility for its digital assets. The City supports the following legislative measures to make accessibility efforts more effective and efficient, and to enhance transparency around governmental operations:

- Provide State monetary assistance to municipalities to fund compliance efforts; and
- Align the State accessibility requirements with impending federal requirements becoming effective in 2026.

Governmental Immunity Act

The City of Arvada **OPPOSES** any legislation that erodes the Governmental Immunity Act.

The General Assembly enacted the Governmental Immunity Act in order to protect the taxpayers against excessive fiscal burdens as a result of unlimited liability on the part of public entities and their employees. However, the Governmental Immunity Act only provides immunity from certain limited tort claims. It does not make governments immune from contract claims, federal civil rights and constitutional claims, and a large majority of other actions taken by public entities.

- Unlimited liabilities will lead to an increase in frivolous lawsuits, which will significantly increase legal expenses when such cases cannot be dismissed due to governmental immunity.
- Additional costs would include City team member time, as key personnel may be called to testify for such frivolous claims.

Therefore, the City recommends the Colorado General Assembly continue to protect the Governmental Immunity Act, with the understanding that local governments are still liable in significant ways.

Medical Costs

The City of Arvada **SUPPORTS** legislation that provides protection from hospitals charging municipalities for medical care for residents they come in contact with.

Colorado hospitals have historically tried to pass on to municipalities the costs of medical care for persons “in custody” of the municipalities who cannot pay for their own medical care. These claims were based, in large part, on Colorado Revised Statute §16-3-401(2), which provides that “Persons arrested or in custody shall be treated humanely and provided with adequate food, shelter, and if required, medical treatment.”

- The Colorado Supreme Court ruled that C.R.S. §16-3-401(2) does not provide a private right of action allowing medical providers to sue municipalities for care provided to an in-custody individual.
- So long as the source of the duty to pay for medical costs remains unclear, hospitals may still try to pass on these costs to municipalities through enrichment claims.
- Creating clarity on these issues will also reduce the litigation costs incurred by municipalities and hospitals alike in determining who pays for such medical costs.
- Creating clarity on these issues will also assist in allowing law enforcement to make decisions concerning medical care and persons in custody without uncertainties.

Therefore, the City recommends the Colorado General Assembly pass legislation that maintains and protects municipalities from these hospital costs.

Municipal Liability

The City of Arvada **OPPOSES** any mandates that create unreasonable expectations in Municipal liability.

The City of Arvada, as with other local governments, is subjected to ADA requirements, already has processes regarding youth safety, and is subject to Federal and State laws regarding discrimination. All contracts hold a discrimination clause.

Municipal liability proposals will adversely affect the City in the following ways:

- Legislation that allows for sensitive and confidential employee information to be requested through CORA puts employees at risk of abuse through unfounded claims, and creates a loophole to access otherwise private information.
- Legislation that broadens municipal liability in harassment claims beyond “severe” and “pervasive” creates an unreasonable expectation for employers to be aware of even small incidents without being informed by the employees involved.
- It creates complicated legal situations with overlapping Federal and State laws that will likely be contradictory.

Therefore, the City recommends the Colorado General Assembly avoid municipal liability legislation that is superfluous and contradictory to Federal laws and protections.

Taxation and Fee Authority

The City of Arvada **SUPPORTS** maintaining the existing taxation and fee authority of home rule municipalities.

Sales Tax remains the primary source of revenue for Colorado municipalities, and is supplemented by other taxes and fees. This allows municipalities to fund core services, increase quality of life, and in the case of fees, assure costs aren’t unfairly burdened on taxpayers. Any changes to local government authority on taxation and fees poses a strong risk of compromising local governments’ ability to serve residents.

- Other changes eliminating or restricting revenue sources can result in losing funding for important services.
- Other changes eliminating or restricting taxation and fee authority creates loopholes for groups to avoid paying their due for local government services and infrastructure.

Therefore, the City recommends the Colorado General Assembly refrain from making changes to home rule municipalities’ taxation and fee authority.

SAFE COMMUNITY



Inter-Jurisdictional Emergency Services

The City of Arvada **SUPPORTS** increasing opportunities to enhance the safety and security of our neighbors.

Colorado has faced, and will face again, emergencies that place extraordinary demands upon a local agency. Inter-jurisdictional emergency services are one way to involve multiple agencies to collaborate on matters that one jurisdiction alone cannot solve.

- Jurisdictions can share personnel, equipment, and resources.

Therefore, the City recommends the Colorado General Assembly promote and adopt legislation that brings resources and commitment to inter-jurisdictional emergency services.

Dilution of Criminal Laws and Offender Accountability

The City of Arvada **OPPOSES** legislation that limits law enforcement's ability to maintain community safety by enforcing existing laws, or which reduces or otherwise dilutes criminal penalties and consequences without objective data, statistics, and study.

The City of Arvada **OPPOSES** legislation that imposes increased liabilities, reporting requirements, mandates, or oversight related to local governments' administration of criminal justice processes, including local law enforcement and municipal courts.

Arvada trusts its law enforcement professionals to recommend strategies and direction based upon experience working with and soliciting feedback from the community, including polling and community surveys. Legislation which encourages and facilitates ongoing community conversations and which engenders trust with law enforcement will help create viable and palatable solutions to problems facing our community.

Legislation that has reduced crime classifications and bonding requirements to provide a perception of equal justice has led to increased crime and has reduced criminal offenders' fear of consequences. The City of Arvada prides itself on understanding our community's expectations related to public safety. Legislation that lacks understanding of negative impacts to the safety of community members is dangerous and ill advised.

Victim Rights and Criminal Justice Processes

The City of Arvada **SUPPORTS** working with victim advocacy groups, victims, and victims' families to understand and mitigate the impacts of legislative changes and consequences to victims of crime.

Such collaboration should include insights from other states and jurisdictions that have considered or enacted legislation and which understand the benefits and consequences of specific legislative changes.

The City encourages legislators to better understand and consider victimization and criminal justice reforms based on community expectations in order to avoid negative impacts to community safety. For example, prior legislation decreased penalties for narcotics and auto theft, only to later be changed due to unintended consequences to community safety. Victim rights and community safety should be a primary legislative consideration.

Municipal Courts

The City of Arvada **Opposes** legislation that limits the Municipal Court's ability to maintain community safety by holding adult and juvenile offenders accountable while providing resources and services to offenders.

The City of Arvada **Opposes** legislation that places unfunded mandates on Municipal Courts that create unnecessary reporting requirements, mandates, or oversight related to the administration of the criminal justice processes

Municipal Courts serve a crucial function to ensure good governance and public safety in local jurisdictions. The Arvada Municipal Court addresses community issues at a local level and provides the appropriate level of intervention to assist those who violate municipal ordinances get to a better place in life while ensuring community safety for all community members. The Court is committed to ensuring that the constitutional and procedural rights of all defendants are upheld while at the same time ensuring accountability and rehabilitation for offenders. Over-regulation stretches Municipal Court resources, and undermines home-rule authority.

Therefore, the City recommends the Colorado General Assembly take action to address these issues, and work to empower Municipal Courts in their work.

Policing

The City of Arvada **SUPPORTS** legislators working directly with law enforcement agencies to collaborate on any future efforts to address new demands on law enforcement agencies.

The City of Arvada **OPPOSES** legislation that includes unfunded mandates, that limits tools and techniques that help law enforcement, and/or that reinforces political narratives that diminish the sacrifice and contributions of law enforcement to our community.

SB 20-217 and HB 21-1250 enacted additional requirements and limitations on Colorado law enforcement without significant research and consultation with law enforcement stakeholders to ensure positive impacts on community safety and law enforcement agencies. Legislators should engage law enforcement stakeholders early in the legislative process to ensure that any future legislation does not suffer from similar gaps, and avoid adverse effects on community safety.

- The City of Arvada has and will continue to strive to be a model in law enforcement including being one of the few departments that require a

bachelor's degree, as well as having multiple community stations open to the public.

- Body-Worn Camera mandates have forced the City of Arvada to budget over \$14 million over the next ten years in order to purchase equipment, data storage, and fund seven new positions across several departments (Police, Court, Legal, IT). This takes away resources toward community-oriented policing efforts, offering competitive salaries, and preventing and solving crime in our community.
- Limiting or banning police from schools eliminates the freedom of educational institutions and police departments that have strong relations, such as in Arvada, to determine how to best protect students. Limiting police who may be assigned to our schools decreases safety and increases response time for emergencies such as active shooter incidents.
- Failure to communicate proposed changes in law enforcement-related legislation to law enforcement stakeholders ahead of time erodes trust in police departments' ability to provide effective police services in compliance with legislative mandates, and deprives legislators of the context and nuance needed to avoid unintended consequences.

Seizures

The City of Arvada **OPPOSES** legislation that erodes law enforcement's ability to engage in seizure activity when appropriate.

The City supports the judicious use of asset forfeiture programs. The City acknowledges that certain criminals, such as drug traffickers, are motivated in large part by the profits realized by engaging in criminal activity.

- Asset forfeiture programs are an effective means of undermining the infrastructure of criminal organizations.
- Asset forfeiture programs remove the tools, equipment, vehicles, and cash used by those engaged in criminal activities.
- Forfeiture funds can be used in victim compensation programs.

Therefore, the City recommends the Colorado General Assembly legislative strike down any attempts to set minimums on asset forfeiture programs, set limits on what may be seized beyond those already contained in applicable laws, and other legislative efforts to interfere with law enforcement's ability to utilize asset forfeiture programs when appropriate.

VIBRANT COMMUNITY AND NEIGHBORHOODS



Colorado Creative Industries

The City of Arvada **SUPPORTS** continued funding for the Colorado Creative Industries.

The City of Arvada will continue to support increased funding for the arts including for the Colorado Creative Industries, a division of the Office of Economic Development & International Trade. The City recognizes the importance of arts and culture to the community and supports increased cultural arts programming funding levels from the state for organizations and individual artists, recognition programs, artist fellowships, partnerships and enhanced statewide arts information services

- The Arvada Center is an important institution for the community that collaborates with CCI.

- Arvada is committed to making public art within walking distance for all residents, and is an ongoing effort.

Therefore, the City of Arvada recommends the Colorado General Assembly continue to prioritize Colorado Creative Industries and other efforts to bring more art to the state.

Rocky Flats Wildlife Refuge

The City of Arvada **SUPPORTS** continued resources and funding for the Rocky Flats Wildlife Refuge.

Located in western Arvada, Rocky Flats Wildlife Refuge is a success story of an area that used to surround a former nuclear weapons manufacturer into a place of sustainability. Rocky Flats continued success relies on state support and funding.

- Cleanup and testing has ensured the Rocky Flats Wildlife Refuge is suitable for open access.
- The land also holds the Rocky Flats Cold War Museum, Inc. nonprofit cooperation. The museum educates the public about Rocky Flats, the Cold War, and their legacies through the preservation of key artifacts and development of educational programs.

Therefore, the City recommends the Colorado General Assembly continue to support the multiple uses of Rocky Flats with continual improvements.

Climate Action and Resilience

The City of Arvada **SUPPORTS** the State taking a leading role in creating a supportive regulatory environment for climate action and resilience.

Climate action and resilience continue to be important issues locally and globally. In an effort to reduce greenhouse gas emissions, the City of Arvada has taken numerous steps to do its part including wrapping up a multi-year effort to make all City buildings more energy efficient, starting municipal waste hauling to promote and increase recycling, and participating in Xcel Energy's "Partners in Energy" program. However, the challenges go beyond what one community can do, and the state has an important role to play.

- The State can create a favorable regulatory environment for the installation and use of renewable energy and the related energy production for

residential, commercial, and local government users.

- The State can also develop a favorable regulatory environment for increased investment in energy conservation and the minimization of consumer electric bills.
- Colorado legislation and regulations can provide incentives for green building and sustainable design without imposing unfunded mandates.
- The State can support statewide and regional cooperation in drought response planning including water storage, as well as increasing conservation efforts.

Therefore, the City recommends the Colorado General Assembly take an active role in ensuring Colorado takes the steps it needs to for a more resilient future.

COMMUNITY PROFILE

Arvada, Colorado, combines a rich history with modern suburban living, offering residents a balance of scenic beauty, community-focused living, and close proximity to Denver amenities. Its parks, trails, and vibrant downtown make it an attractive place to live and work in the Denver metro area.

The City of Arvada boasts 4,200-acres of parks, trails and open spaces. The parks system includes more than 100 park sites and over 150 miles of trails that are suitable for pedestrians, cyclists and equestrians. These trails connect various parts of the city, enhancing mobility and access to nature.

Walking in Olde Town, listed on the National Register of Historic Places, provides a glimpse into Arvada's past. The restored buildings that once housed the blacksmith, feed mill, grocery, general store, school house, bank, funeral parlor, and pool hall can still be appreciated. Arvada retains its historical flavor while balancing residential growth with commercial, industrial, and professional office developments to provide jobs and services for residents. The G-Line commuter rail has three stops in Arvada and the City has invested in a 600 space Transit Hub parking facility to support the vibrancy of Olde Town.

ARVADA AT A GLANCE	
Year Incorporated	1904
Square Miles	39.65
Population Estimate	124,402
Households	50,892
Median Household Income	\$124,317
Employment Rate (16 years or older)	67.6%
Total Housing Units	52,952
Median Housing Value	\$659,100
Median Rent	\$1,901

Sources: DOLA Census Places Viewer; 2024 American Community Survey 1-Year Estimates



CITY OF ARVADA COUNCILMEMBERS

Mayor	Lauren Simpson	720-900-1444	lsimpson@arvada.org
At-Large	Michael Griffith	225-241-1911	mgriffith@arvada.org
At-Large	Sharon Davis	720-450-4825	sdavis@arvada.org
Mayor Pro Tem, District 1	Randy Moorman	720-772-6651	rmoorman@arvada.org
District 2	Shawna Ambrose	970-425-3060	sambrose@arvada.org
District 3	Rebecka Lovisone	720-515-9484	rlovisone@arvada.org
District 4	Bob Fifer	303-929-4278	bfifer@arvada.org

CITY OF ARVADA LEADERSHIP TEAM

City Manager	Don Wick	720-898-7606	dwick@arvada.org
Deputy City Manager	Linda Haley	720-898-7519	lhaley@arvada.org
Deputy City Manager	Allison Scheck	720-898-7165	ascheck@arvada.org
City Attorney	Rachel Morris	720-898-7193	rmorris@arvada.org
Presiding Judge	Kathryn Kurtz	720-898-7155	kkurtz@arvada.org
Chief of Police	Ed Brady	720-898-6834	ebrady@arvada.org
City Clerk	Kristen Rush	720-898-7546	kristen@arvada.org
Community and Economic Development Director	Jessica Garner	720-898-7016	jegarner@arvada.org
Chief Financial Officer	Bryan Archer	720-898-7123	bryan-a@arvada.org
Human Resources Director	Gabriella Bommer	720-898-7561	gbommer@arvada.org
Chief Information Officer	Craig Poley	720-898-7894	cpoley@arvada.org
Vibrant Community and Neighborhoods Director	Ryan Stevenson	720-898-7518	jstevenson@arvada.org
Public Works Director	Jacqueline Rhoades	720-898-7660	jrhoades@arvada.org
Director of Communications and Engagement	Rachael Kuroiwa	720-898-7507	rkuroiwa@arvada.org
Urban Renewal Director	Carrie Briscoe	720-898-7065	cbriscoe@arvada.org



STATE LEGISLATORS REPRESENTING ARVADA

Senate District 19	Lindsey Daugherty	lindsey.daugherty.senate@coleg.gov	303-866-4840
Senate District 20	Lisa Cutter	lisa.cutter.senate@coleg.gov	303-866-4859
State Rep. District 27	Brianna Titone	brianna.titone.house@coleg.gov	303-866-2962
State Rep. District 24	Lisa Feret	lisa.feret.house@coleg.gov	303-866-2950

Vision

We Dream Big and Deliver.

Mission

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

Values

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

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

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



REPORT TO CITY COUNCIL RESOLUTION

AGENDA ITEM
8.B.2.

TO: THE HONORABLE CITY COUNCIL

DATE: December 16, 2025

SUBJECT: R25-123, A Resolution Authorizing Amendments to the Bylaws and Rules of Procedure of the Arvada Park Advisory Committee (Presenter: Ryan Stevenson, Director of VCN)

Report in Brief

PRESENTER: Ryan Stevenson

The Arvada Parks Advisory Committee (“APAC” or “Committee”), in consultation with City staff, is recommending amendments to the Bylaws and Rules of Procedure of the Arvada Parks Advisory Committee (“Bylaws”) to improve the practical operation of APAC. The changes relate primarily to membership composition and quorum requirements. The Bylaws may only be amended by a resolution approved by a majority vote of City Council.

The Arvada team recommends City Council approve R25-123, A Resolution Authorizing Amendments to the Bylaws and Rules of Procedure of the Arvada Park Advisory Committee.

Financial Impact

There is no financial impact associated with the proposed amendments to the Bylaws. APAC members serve at the discretion of City Council and without compensation.

Background

On February 5, 2024, City Council revised and re-established the Arvada Parks Advisory Committee (“APAC” or “Committee”), and adopted the Bylaws and Rules of Procedure of the Arvada Parks Advisory Committee (“Bylaws”) to govern and guide APAC. APAC absorbed the duties (and members) of the Golf Advisory Committee, and as a result, the Bylaws were amended to increase the size of APAC and expressly incorporate golf and recreation into the Committee’s scope. APAC has been operating as a singular committee for almost two years now, but has had several members resign since the adoption of the Bylaws, which has led, at times, to difficulties meeting the quorum requirements set forth by the Bylaws. The practical operation of the Committee and realities surrounding membership are the driving force behind the recommended amendments.

Discussion

A complete accounting of every change is available in the included redline version of the Bylaws. The most substantial changes include:

Article II, Membership - Section 1, Eligibility of Membership

- **Subsection A**

Rather than requiring 18 members, the recommendation is to allow for a membership range, requiring a minimum of 12 members with a maximum of 18 members.

A membership range gives Council discretion in their appointment authority, ensuring that Council can appoint well-qualified candidates to the Committee without feeling pressure to fill all 18 spots.

- Subsection D

With a potential lower committee composition, the recommendation is to likewise lower required representation across the districts. The Bylaws currently require at least three members from each of the four Council districts. The recommendation is to drop that requirement to at least two members from each of the four Council districts.

This reduction will enable Council to appoint the most appropriate candidates with diverse interests across the City and not have to pass on certain candidates solely because of where the candidates live.

Article III, Meetings – Section 5, Quorum

- As it relates to quorum requirements, to account for a committee composition that could vary in size, the recommendation is, rather than requiring nine members for a quorum, to instead require 50% of those who are appointed by Council at the time of the business transaction be present to constitute a quorum.

The remaining changes are more grammatical in nature and were made for ease of reading, to correct typos, etc.

Public Contact

Proposed amendments were considered at the public APAC meeting on November 12, 2025. The Bylaws were also posted as part of the City Council agenda.

Commission Recommendation

At the public meeting on November 12, 2025, APAC members expressed support for the proposed amendments to the Bylaws. The motion to send the proposed amendments to City Council for consideration passed unanimously.

Strategic Alignment

Adoption of the proposed amendments to the Bylaws to improve the practical operations of APAC and to enable the Committee to fulfill their advisory functions and the objectives set forth by the Bylaws supports City Council's strategic result pertaining to "Quality of Life." Specifically, goals two, five, and six:

"2. Take care of our community by continually improving and adapting to the changing needs of our community members and environment."

"5. Provide equitable access to the natural environment citywide and preserve these amenities for future generations."

"6. Engage the community in meaningful opportunities to share their perspectives and values on decisions that affect them."

Alternative Courses of Action

1. Approve R25-123, A Resolution Authorizing Amendments to the Bylaws and Rules of Procedure of the Arvada Park Advisory Committee.
2. Reject R25-123, A Resolution Authorizing Amendments to the Bylaws and Rules of Procedure of the Arvada Park Advisory Committee.

Recommendation for Action

The Arvada team recommends that City Council approve Alternative No. 1, approving R25-123, A Resolution Authorizing Amendments to the Bylaws and Rules of Procedure of the Arvada Park Advisory Committee.

Suggested Motion:

I move that R25-123, A Resolution Authorizing Amendments to the Bylaws and Rules of Procedure of the Arvada Park Advisory Committee, be (approved) (rejected).

Prepared by:
Gail Walker, Legal Specialist-Contracts

Reviewed by:

Approved by:

Derrick Kuhl, Deputy Director VCN	11/24/2025
Bryan Archer, Chief Financial Officer	11/24/2025
Gail Walker, Legal Specialist-Contracts	11/25/2025
Erika Pierce, Litigation Paralegal	11/25/2025
Janelle Miller, Assistant City Attorney	11/25/2025
Jessica Morales, Deputy City Attorney	11/25/2025
Allison Scheck, Deputy City Manager	11/25/2025
Don Wick, City Manager	11/26/2025

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R25-123

A RESOLUTION AUTHORIZING AMENDMENTS TO THE BYLAWS AND RULES OF
PROCEDURE OF THE ARVADA PARK ADVISORY COMMITTEE

WHEREAS, on February 5, 2024 (Resolution No. R24-016), City Council re-established the Arvada Park Advisory Committee (“Committee”) and adopted the *Bylaws and Rules of Procedure of the Arvada Park Advisory Committee* (“Bylaws”) to govern and guide the Committee; and

WHEREAS, the Committee has identified necessary amendments to the Bylaws to improve the practical operation of the Committee, including revisions to membership composition and quorum requirements; and

WHEREAS, the Bylaws may only be amended through a resolution approved by the majority vote of the City Council.

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

Section 1. The City Council hereby adopts the attached amended Bylaws and Rules of Procedure of the Arvada Park Advisory Committee governing the operation of the Arvada Park Advisory Committee.

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

APPROVED AND ADOPTED this 16th day of December, 2025.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

By: _____

BYLAWS AND RULES OF PROCEDURE OF THE ARVADA PARK ADVISORY COMMITTEE

ARTICLE I - NAME AND PURPOSE

Section 1. These bylaws and rules of procedure have been adopted by City Council to guide and govern the Arvada Park Advisory Committee.

Section 2. This committee shall be known as the Arvada Park Advisory Committee (the "Committee") as established by resolution (Resolution No. R 24-016).

Section 3. The purpose of the Committee as established by the City Council is as follows:

- a) To advise and make informed recommendations to City Council on both future and immediate park-related projects, land acquisition, modifications to recreational facilities, golf courses, park and trail development and redevelopment, and other related issues.
- b) To participate in the implementation of and revisions to the City of Arvada Parks, Open Space and Trails Master Plan within the framework of the City's Comprehensive Plan.
- c) To function as a forum where citizens can voice concerns or share ideas about matters related to parks and recreation.
- d) To support City staff with applications to grant programs including but not limited to, Jefferson County Open Space, the National Recreation and Parks Association, and Adams County Open Space.

Section 4. The Committee shall perform its duties until the Committee is terminated by City Council.

ARTICLE II - MEMBERSHIP

Section 1. *Eligibility of Membership.*

- a) The Committee shall be composed of a minimum of twelve members, with a maximum of eighteen members, as appointed by City Council, who shall serve without compensation.
- b) All Committee members must act in accordance with the City's mission, vision and values and applicable City of Arvada policies of employee conduct.
- c) Committee members shall not discriminate on the basis of race, color, religion (creed), gender, gender identity or expression, age, national origin (ancestry), mental or physical disability, political belief or affiliation, marital status, sex (including pregnancy), sexual orientation, or veteran status in any of its activities or operations.

- d) There shall be at least two members from each of the four City Council districts of Arvada. City Council shall seek to appoint members with diverse interests, for example, representatives of youth and adult recreation or athletic activities, students from Arvada senior high schools, golfers, equestrians, representatives of open space preservation, climate activists, mobility activists, or senior advocacy groups.

Section 2. Term of Members. Members shall serve for terms of up to three years (as determined by the Clerk's office) so that no more than one-third of members' terms will expire in the same year. All members' terms expire April 30.

Section 3. Vacancies and Removal.

- a) Any Committee member may resign by giving written notice to the Chair of the Committee, who shall notify the staff liaison of the resignation. Such resignation shall take effect at the time specified therein. The acceptance of such resignation shall not be necessary to make it effective. Any vacancy occurring on the Committee by resignation or removal shall be filled, if necessary, by appointment of the City Council.
- b) All members of the Committee shall serve at the pleasure of City Council and may be removed at any time pursuant to Section 2-78(b) of the Arvada City Code.

Section 4. Attendance.

- a) It is the official policy and expectation of the Committee to have its members regularly attend Committee meetings. Regular attendance is vital to conduct the business of the Committee, to have a quorum of the Committee, to have informed Committee members and quality participation, and to respect the time and interest of the public.
- b) If any member of the Committee is absent from any regular meeting, such member shall give the reason for the absence to the Committee Chair and the staff liaison of the Committee. The staff liaison shall keep records of Committee member attendance and whether each absence is excused or unexcused.
- c) Any absence from a Committee meeting due to sickness of a Committee member, the death of a member of the member's family, court subpoena, or absence from the City, shall be considered an excused absence. Other absences may be deemed excused at the discretion of the Chair. All other absences shall be considered unexcused.
- d) If an appointed Committee member has more than four unexcused absences in a calendar year, such Committee member may be excused from the Committee by the Chair. A replacement representative will be appointed by the City Council as appropriate to fill the Committee member's position.

Section 5. Conflicts of Interest. Participation and voting in Committee business by members of the Committee shall be subject to the requirements and limitations of the City's Code of Ethics, in accordance with the Arvada City Code, Chapter 2, Article VIII, Division 2. Any member who

has a personal or financial interest in any matter before the Board shall disqualify themselves from the consideration of, discussion of, or voting upon such matter. Any such disqualification shall be noted in the official Minutes of the meeting.

ARTICLE III - MEETINGS

Section 1. Regular Meetings.

- a) A regular monthly meeting of the Committee shall be held on the second Wednesday of each month either virtually or on site at a time designated by affirmative vote of the Committee and posted on the Vibrant Community and Neighborhoods website. The agenda of such meeting shall be sent via email to all Committee members and posted on the City's website at least 24 hours prior to the date of each meeting.
- b) The Chair, absent objection by any member, may cancel meetings for cause, including absence of a quorum, lack of business to conduct, or other unforeseeable circumstances. Notice of such cancellation shall be given to the Committee members at least 24 hours in advance of the time of the meeting, if possible.

Section 2. Meeting Administration. The Chair of the Committee will preside over Committee meetings, and will be voted into this position every year by the other Committee members.

Section 3. Special Meetings. Special meetings of the Committee may be held at any time. A call for such meetings shall be issued by the Chair or by the written request of not less than five members of the Committee for the purpose of transacting business specifically stated in such call. The notice of the special meeting may be issued by email, by telephone or by mail; but in any event, the purpose of the special meeting shall be stated to each member. No business other than that set forth in the call for the special meeting shall be transacted at the special meeting. A special meeting must be called at least 48 hours prior to the holding of the special meeting.

Section 4. Open to the Public.

- a) All meetings shall be open to the public and properly noticed pursuant to Colorado Open Meetings Law C.R.S. § 24-6-401 et. seq. Three or more members are prohibited from meeting and discussing business outside of an open, properly noticed meeting.
- b) The committee may invite any director, officer, employee, outside advisor or other individual who is not a Committee member to attend Committee meetings or meet with Committee members, but such persons will not have voting power and will not be held out as Committee members.

Section 5. Quorum. Committee approvals will require a vote of a majority of the Committee members present at a meeting at which a quorum is present. A quorum for the transaction of business shall consist of no less than 50% of Committee members appointed to the Committee by City Council at the time of the business transaction. It shall be the responsibility of the staff liaison, or in the staff liaison's absence the Chair, to determine whether there is a quorum at each

meeting. A representative attending a meeting on a Committee member's behalf shall not count towards a quorum. No official action may be taken by the Committee unless a quorum is present. If a quorum is not present, the meeting must be cancelled, and no business shall take place.

Section 6. Agenda. The Chair and/or Vice-Chair shall cooperatively establish the agenda for each meeting with the staff liaison.

ARTICLE IV - OFFICERS

Section 1. Committee Positions. Positions include: Chair, Vice-Chair, Secretary and regular committee members. At the first regular meeting after May 1st each year, a Chair and Vice-Chair shall be elected by majority vote of the Committee. That meeting shall be designated as the Committee's annual meeting.

Section 2. Meeting Administration. The Chair shall preside at all meetings of the Board. In the event of the absence of the Chair, the Vice-Chair shall preside.

Section 3. Minutes. The Secretary shall take and keep all minutes of each Committee meeting. Minutes shall be open and inspectable by the public. Meeting minutes will be kept according to the City's retention schedule.

Section 4. Vacancies. A vacancy in the office of Chair shall be filled automatically by the Vice-Chair, and a new Vice-Chair shall be elected at the next regular meeting of the Committee from among the regular members. A vacancy in the office of Vice-Chair shall be filled at the next regular meeting of the Committee by election from among the regular members. The officers so elected shall serve until the next annual meeting.

Section 5. Staff Liaison. The Deputy Director of Vibrant Community and Neighborhoods or their designee shall be the Committee's staff liaison. The staff liaison shall conduct all official correspondence with the City Manager.

Section 6. Delegation. Whenever an officer is unable to perform the duties of their office for any reason, the Committee may by a majority vote, delegate the powers and duties of an officer to any other Committee member for the limited purpose of leading or facilitating a meeting.

ARTICLE V - PARLIAMENTARY PROCEDURES

Section 1. Questions of parliamentary procedure not covered by these bylaws shall be governed by Roberts Rules of Order, Revised Edition.

ARTICLE VI - AMENDMENTS

Section 1. These bylaws may only be amended or modified through a resolution approved by a majority vote of City Council.

~~REDLINE/STRIKETHROUGH VERSION~~

FOR INFORMATION ONLY -- NOT PART OF THE RESOLUTION (BYLAWS)

Underlined indicates new material

~~Strikethrough~~ indicates deleted material

**BYLAWS AND RULES OF PROCEDURE OF THE
ARVADA PARK ADVISORY COMMITTEE**

ARTICLE I - NAME AND PURPOSE

Section 1. These bylaws and rules of procedure have been adopted by City Council to guide and govern the Arvada Park Advisory Committee.

Section 2. This committee shall be known as the Arvada Park Advisory Committee (the "Committee") as established by resolution (Resolution No. R 24-016).

Section 3. The purpose of the Committee as established by the City Council is as follows:

- a) To advise and make informed recommendations to City Council on both future and immediate park-related projects, land acquisition, modifications to recreational facilities, golf courses, park and trail development and redevelopment, and other related issues.
- b) To participate in the implementation of and revisions to the City of Arvada Parks, Open Space and Trails Master Plan within the framework of the City's Comprehensive Plan.
- c) To function as a forum where citizens can voice concerns or share ideas about matters related to parks and recreation.
- d) To support City staff with applications to grant programs including but not limited to, Jefferson County Open Space, the National Recreation and Parks Association, and Adams County Open Space.

Section 4. The Committee shall perform its duties until the Committee is terminated by City Council.

ARTICLE II - MEMBERSHIP

Section 1. *Eligibility of Membership.*

- a) The Committee shall be composed of a minimum of twelve members, with a maximum of eighteen members, as appointed by City Council, who shall serve without compensation.

- b) All Committee members must act in accordance with the Ceity's mission, vision and values and applicable City of Arvada policies of employee conduct.
- c) Committee members shall not discriminate on the basis of race, color, religion (creed), gender, gender identity or expression, age, national origin (ancestry), mental or physical disability, political belief or affiliation, marital status, sex (including pregnancy), sexual orientation, or veteran status in any of its activities or operations.
- d) There shall be at least ~~three~~ two members from each of the four City Council districts of Arvada. City Council shall seek to appoint members ~~from~~ with diverse interests, including for example, representatives of youth and adult recreation or athletic activities, students from Arvada senior high schools, golfers, equestrians, representatives of open space preservation, climate activists, mobility activists, or senior advocacy groups.

Section 2. Term of Members.

- a) Members shall serve for terms of up to ~~three~~ 3 years (as determined by the Clerk's office) so that no more than one-third of members' terms will expire in the same year. All members' terms expire April 30.

Section 3. Vacancies and Removal.

- a) Any Committee member may resign by giving written notice to the Chair of the Committee, who shall notify the staff liaison of the resignation. Such resignation shall take effect at the time specified therein. The acceptance of such resignation shall not be necessary to make it effective. Any vacancy occurring on the Committee by resignation or removal shall be filled, if necessary, by appointment of the City Council.
- b) All members of the Committee shall serve at the pleasure of City Council and may be removed at any time pursuant to Section 2-78(b) of the Arvada City Code, ~~which states "All other members of boards, commissions, and committees, except as set forth in subsection (e) of this section, serve on such boards, commissions, and committees at the pleasure of the city council, and may be removed by a vote of the City Council at any time."~~

Section 4. Attendance.

- a) It is the official policy and expectation of the Committee to have its members regularly attend Committee meetings. Regular attendance is vital to conduct the business of the Committee, to have a quorum of the Committee, to have informed Committee members and quality participation, and to respect the time and interest of the public.
- b) If any member of the Committee is absent from any regular meeting, such member shall give the reason for the absence to the Committee Chair and the staff liaison of the

Committee. The staff liaison shall keep records of Committee member attendance and whether each absence is excused or unexcused.

- c) Any absence from a Committee meeting due to sickness of a Committee member, the death of a member of the member's family, court subpoena, or absence from the City, shall be considered an excused absence. Other absences may be deemed excused at the discretion of the Chair. All other absences shall be considered unexcused.
- d) If an appointed Committee member has more than four unexcused absences in a calendar year, such Committee member may be excused from the Committee by the Chair. A replacement representative will be appointed by the City Council as appropriate to fill the Committee member's position.

Section 5. *Conflicts of Interest.*

- a) Participation and voting in Committee business by members of the Committee shall be subject to the requirements and limitations of the City's Code of Ethics, in accordance with the Arvada City Code, Chapter 2, Article VIII, Division 2. Any member who has a personal or financial interest in any matter before the Board shall disqualify themselves from the consideration of, discussion of, or voting upon such matter. Any such disqualification shall be noted in the official Minutes of the meeting.

ARTICLE III - MEETINGS

Section 1. *Regular Meetings.*

- a) A regular monthly meeting of the Committee shall be held on the second Wednesday of each month either virtually or on site at a time designated by affirmative vote of the Committee and posted on the Vibrant Community and Neighborhoods website. The agenda of such meeting shall be sent via email to all Committee members and posted on the City's website at least 24 hours prior to the date of each meeting.
- b) The Chair, absent objection by any member, may cancel meetings for cause, including absence of a quorum, lack of business to conduct or other unforeseeable circumstances. Notice of such cancellation shall be given to the Committee members at least 24 hours in advance of the time of the meeting, if possible.

Section 2. *Meeting Administration.* The Chair of the Committee will preside over Committee meetings, and will be voted into this position every year by the other Committee members.

Section 3. *Special Meetings.* Special meetings of the Committee may be held at any time. A call for such meetings shall be issued by the Chair or by the written request of not less than five 5 members of the Committee for the purpose of transacting business specifically stated in such call. The notice of the special meeting may be issued by email, by telephone or by mail; but in any event, the purpose of the special meeting shall be stated to each member. No business other

than that set forth in the call for the special meeting shall be transacted at the special meeting. A special meeting must be called at least 48 hours prior to the holding of the special meeting.

Section 4. *Open to the Public.*

- a) All meetings shall be open to the public and properly noticed pursuant to Colorado Open Meetings Law C.R.S. § 24-6-401 et. seq. Three or more members are prohibited from meeting and discussing business outside of an open, properly noticed meeting.
- b) ~~The meetings are open to the public and~~ The committee may invite any director, officer, employee, outside advisor or other individual who is not a Committee member to attend Committee meetings or meet with Committee members, but such persons will not have voting power and will not be held out as Committee members.

Section 5. *Quorum.* Committee approvals will require a vote of a majority of the Committee members present at a meeting at which a quorum is present. A quorum for the transaction of business shall consist of no less than 50% of Committee members appointed to the Committee by City Council at the time of the business transaction ~~9 Committee members~~. It shall be the responsibility of the staff liaison, or in the staff liaison's absence the Chair, to determine whether there is a quorum at each meeting. A representative attending a meeting on a Committee member's behalf shall not count towards a quorum. No official action may be taken by the Committee unless a quorum is present. If a quorum is not present, the meeting must be cancelled, and no business shall take place.

~~Section 6. All meetings shall be open to the public and properly noticed pursuant to Colorado Open Meetings Law C.R.S. § 24-6-401 et. seq. Three or more members are prohibited from meeting and discussing business outside of an open, properly noticed meeting.~~

Section 67. *Agenda.* The Chair and/or Vice-Chair shall cooperatively establish the agenda for each meeting with the staff liaison.

~~Section 8. Any Board member who has a personal or financial interest in any matter before the Board shall disqualify themselves from the consideration of, discussion of, or voting upon such matter. Any such disqualification shall be noted in the official Minutes of the meeting.~~

ARTICLE IV - OFFICERS

Section 1. *Committee Positions.* Positions include: Chair, Vice-Chair, Secretary and regular committee members. At the first regular meeting after May 1st each year, a Chair and Vice-Chair shall be elected by majority vote of the Committee. That meeting shall be designated as the Committee's annual meeting.

Section 2. *Meeting Administration.* The Chair shall preside at all meetings of the Board. In the event of the absence of the Chair, the Vice-Chair shall preside.

Section 3. *Minutes.* The Secretary shall take and keep all minutes of each Committee meeting. Minutes shall be open and inspectable by the public. Meeting minutes will be kept according to the City's retention schedule.

Section 4. *Vacancies.* A vacancy in the office of Chair shall be filled automatically by the Vice-Chair, and a new Vice-Chair shall be elected at the next regular meeting of the Committee from among the regular members. A vacancy in the office of Vice-Chair shall be filled at the next regular meeting of the Committee by election from among the regular members. The officers so elected shall serve until the next annual meeting.

Section 5. *Staff Liaison.* The Deputy Director of Vibrant Community and Neighborhoods or their designee shall be the Committee's staff liaison. The staff liaison shall conduct all official correspondence with the City Manager.

Section 6. *Delegation.* Whenever an officer is unable to perform the duties of their office for any reason, the Committee may by a majority vote, delegate the powers and duties of an officer to any other Committee member for the limited purpose of leading or facilitating a meeting.

ARTICLE V - PARLIAMENTARY PROCEDURES

Section 1. Questions of parliamentary procedure not covered by these Bylaws shall be governed by Roberts Rules of Order, Revised Edition.

ARTICLE VI - AMENDMENTS

Section 1. These bylaws may only be amended or modified through a resolution approved by a majority vote of City Council.

Proposed Amendments to APAC Bylaws & Rules of Procedure

Resolution 25-123

Background

- February 5, 2024, Council revised and re-established the Arvada Parks Advisory Committee (“APAC”) and adopted the current set of Bylaws and Rules of Procedure of the Arvada Parks Advisory Committee (“Bylaws”)
- APAC absorbed the the duties and members of the Golf Advisory Committee
- APAC has been operating as a singular committee for about 2 years now - looking to update the Bylaws to more accurately reflect the practical operation of the Committee & realities surrounding membership

Focus of Changes

- Committee member composition and requirements
- Removal of duplicative language + rearranging sections for ease of reading
- Correct a few typos

Committee Composition

- “The Committee shall be composed of **a minimum of twelve members, with a maximum of eighteen members**, as appointed by City Council, who shall serve without compensation.”
- “There shall be at least **two** members from each of the four City Council districts of Arvada. City Council shall seek to appoint members from with diverse interests, for example, representatives of youth and adult recreation or athletic activities, students from Arvada senior high schools, golfers, equestrians, representatives of open space preservation, climate activists, mobility activists, or senior advocacy groups.”

Quorum

“Committee approvals will require a vote of a majority of the Committee members present at a meeting at which a quorum is present. A quorum for the transaction of business shall consist of **no less than 50% of Committee members appointed to the Committee by City Council at the time of the business transaction.**”

In Conclusion

- APAC members are supportive of the proposed amendments to the Bylaws - at the public APAC meeting on November 12, 2025, the motion to send the proposed amendments to City Council for consideration passed unanimously
- Bylaws can only be through a resolution approved by a majority vote of City Council
- Questions?



REPORT TO CITY COUNCIL

AGENDA ITEM
9.A.

TO: THE HONORABLE CITY COUNCIL

DATE: December 16, 2025

SUBJECT: Appointment to Planning Commission (Continued from December 2, 2025)

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

AGENDA ITEM
9.B.

TO: THE HONORABLE CITY COUNCIL

DATE: December 16, 2025

SUBJECT: Appointments of City Council Members to Various Boards and Committees

Report in Brief

City Council will make the following appointments of City Council members to various boards and committees:

I move to appoint Mayor Lauren Simpson to the Arvada City Attorney Committee, Arvada Municipal Court/Judicial Committee, Arvada Urban Renewal Authority, Arvada Visitors Center Committee, Urban Drainage and Flood Control District, West Connect Coalition, and as an alternate to the E-470 Authority, Olde Town Business Improvement (BID).

I move to appoint Mayor Pro Tem Randy Moorman to the Arvada Audit Committee, Arvada Center for the Arts and Humanities, Arvada Sustainability Committee, CML Policy Committee, Jefferson Parkway Public Highway Authority, and as an alternate to the Northwest Parkway Authority.

I move to appoint Councilmember Shawna Ambrose to Adams County Regional Economic Partnership (ACREP), Arvada Economic Development Association Board, Arvada Fire Protection District Coordinating Committee, Bond Oversight Committee, CML Policy Committee, Jefferson County R-1 Schools Coordinating Committee and as an alternate to the Denver Regional Council of Governments (DRCOG) and Arvada Visitors Center Committee.

I move to appoint Councilmember Sharon Davis to the Apex Coordinating Committee, Arvada Fire Protection District Coordinating Committee, Arvada Municipal Court/Judicial Committee, Denver Regional Council of Governments (DRCOG), Jefferson County Community Corrections Board, Jefferson Economic Development Council (JEDC), Jeffco Transportation Action & Advisory Group (JEFFTAAG) and as an alternate to the E-470 Authority.

I move to appoint Councilmember Bob Fifer to the Arvada City Attorney Committee, Arvada Transportation Committee, Jefferson Parkway Public Highway Authority, Smart City Advisory Committee and as an alternate to the Northwest Parkway Authority.

I move to appoint Councilmember Michael Griffith to the Arvada Audit Committee, Arvada Chamber of Commerce Government Affairs Committee, Housing Advisory Committee, Smart City Advisory Committee and as an alternate to the Adams County Regional Economic Partnership (ACREP), Jeffco Transportation Action & Advisory Group (JEFFTAAG), Jefferson County Community Corrections Board, and West Connect Coalition.

I move to appoint Councilmember Rebecka Lovsione to the Bond Oversight Committee, Jefferson County R-1 Schools Coordinating Committee, and the Olde Town Business Improvement (BID).

Prepared by:
Kristen Rush, City Clerk

Reviewed by:

Approved by:

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 16, 2025

SUBJECT: CB25-028, An Ordinance Repealing and Reenacting Various Sections of Chapter 82, Purchasing and Contracts, of the Arvada City Code (Ordinance No. 4914) (Presenter: Bryan Archer, Chief Financial Officer)

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.

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 final reading, numbered 4914 and ordered published by title only) (rejected).

Prepared by:
Gail Walker, Legal Specialist-Contracts

Reviewed by:

Approved by:

SUBJECT: CB25-028, An Ordinance Repealing and Reenacting Various Sections of Chapter 82, Purchasing and Contracts, of the Arvada City Code (Ordinance No. 4914) (Presenter: Bryan Archer, Chief Financial Officer)

PAGE: 4
ITEM: 10.A.

Rachel Morris, City Attorney	11/24/2025
Janelle Miller, Assistant City Attorney	11/24/2025
Bryan Archer, Chief Financial Officer	11/24/2025
Rachel Morris, City Attorney	11/25/2025
Jessica Morales, Deputy City Attorney	11/25/2025
Linda Haley, Deputy City Manager	11/25/2025
Don Wick, City Manager	11/26/2025

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. CB25-028
ORDINANCE NO. 4914

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 16th 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
December 18, 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>.
---	---

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> <u>The <u>A</u> deputy city manager;</u> <u>Single monetary modification or aggregated monetary modifications Bbetween \$300,000.00 and \$499,999.99:</u> <u>The city manager;</u> <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.

Proposed Amendments to Chapter 82, Purchasing and Contracts, of the Arvada City Code

CB25-028
Ordinance No. 4914

Background

- Complete rewrite of Ch. 82 in 2021
- Since then...
 - Department expansion / reorganization (ex. Combining Public Works and Utilities to create “Infrastructure” Department)
 - Implementation of Workday
 - Identification of gaps in ordinance / need for clarity
- Prompted need both grammatical and substantive changes

Categories of Substantive Changes

- Applicability
- Procurement / Solicitation Requirements
- Contracting Authority & Approval Procedure

Applicability – Section 82-3

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.

Procurement / Solicitation Methods

- Competitive – Section 82-41
 - Moving provisions related to cooperative agreements to this section
 - Cooperative contracts can be used for the purchase of goods/services up to & including \$499,999.99. If the purchase exceeds that amount, purchase must be made using a formal solicitation unless the Finance Director otherwise authorizes use of a cooperative agreement.
- Non-Competitive – Section 82-42
 - Introducing a new procurement method – single source contracts
 - 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.

Contracting Authority

- Adding work-system deputy directors to the existing list of employees authorized to procure goods/services
- List includes:
 - The City Manager;
 - A Deputy City Manager;
 - A Work System Director;
 - A Work System Deputy Director;
 - The City Engineer;
 - The City's Water Treatment Plant Manager; and
 - The Purchasing Manager

Initial Approval of Contracts

<u>Amount of Contract</u>	<u>Authorized Approver</u>
No cost procurements or any contract/PO up to & including \$149,999.99	A work system deputy director, the city engineer, and the water treatment manager.
\$150,000.00 up to & including \$199,999.99	A work system director
\$200,000.00 up to & including \$299,999.99	A deputy city manager
\$300,000.00 up to & including \$499,999.99	The city manager
\$500,000.00 or more	The city council

Monetary Modifications to Contracts

- The authority to modify a contract will look very similar to the authority to enter into a contract itself
- For most contracts, modifications are being simplified to explicit dollar amounts
 - Exception: CIP contracts valued at more than \$2.5 million – if the modification equates to less than 20% of the total contract amount, the City Manager may approve. If the modification exceeds 20%, the modification must go to City Council for approval.
- Approval by City Council constitutes a “reset” for purposes of calculating the aggregated amount of future monetary modifications

Table 82-62(a) - Abbreviated

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?
\$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 & including \$149,999.99: A director, a work system deputy director, the city engineer, & the water treatment manager.
		Single monetary modification or aggregated monetary modifications between \$150,000.00 and \$199,999.99: A 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.

Table 82-62(a) - Abbreviated

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?
\$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.

Conclusion

- Complete accounting of every change is available in the included redline version of the sections that are being updated
- Changes would be effective January 1, 2026
- Questions?



REPORT TO CITY COUNCIL PUBLIC HEARING

AGENDA ITEM
10.B.

TO: THE HONORABLE CITY COUNCIL

DATE: December 16, 2025

SUBJECT: CB25-029, An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2025
(Ordinance No. 4915) (Presenter: Bryan Archer, Chief Financial Officer)

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.

Suggested Motion:

I move that CB25-029, An Ordinance Authorizing an Additional Appropriation for Fiscal Year 2025, be (approved on final reading, numbered 4915 and ordered published by title only) (rejected).

Prepared by:

Debra Nielson, Deputy Director of Finance

Reviewed by:

Approved by:

Jenna Belec, Executive Assistant	11/20/2025
Bryan Archer, Chief Financial Officer	11/21/2025
Gail Walker, Legal Specialist-Contracts	11/21/2025
Megan McCall, Assistant City Attorney II	11/24/2025
Rachel Morris, City Attorney	11/25/2025
Jessica Morales, Deputy City Attorney	11/25/2025
Linda Haley, Deputy City Manager	11/25/2025
Don Wick, City Manager	11/26/2025

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 25-029
ORDINANCE NO. 4915

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 16th 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
 December 18, 2025

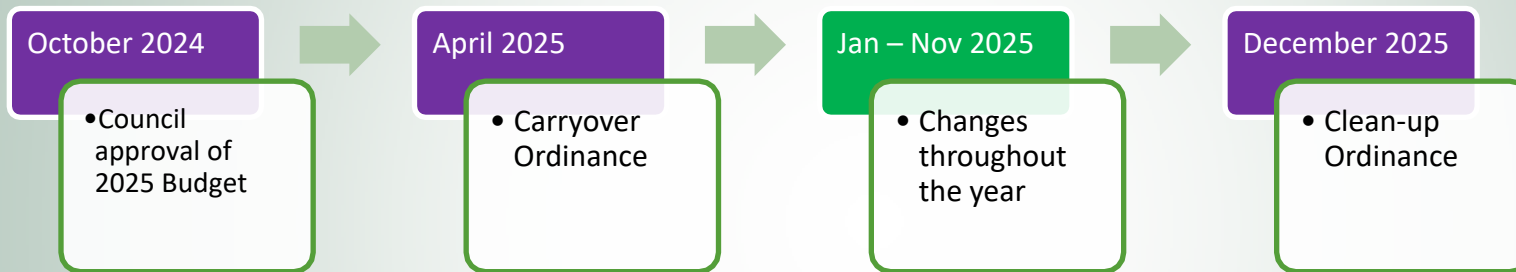
2025 Supplemental Appropriation



City Council - December 16, 2025



Annual Budget Process



Ordinances

Resolutions



Supplemental Budget



What is it?

An additional budget that provides more money to certain items(Funds) listed in the final budget

Why?

To fund unexpected needs, revenues not anticipated when the budget was approved and/or grant funds

When?

Ideally, before the end of the year



Original Budget	\$366,624,299
Carryover Ordinance	163,901,161
Current Approved Budget	\$530,525,460
General Fund	\$1,808,782
Conservation Trust	1,080,000
Streets Maintenance	400,000
Community Development	2,675,000
Housing Authority	1,575,000
Parks	4,000
Police Seizure	34,700
Police Tax Increment Funds	261,063
Capital Improvement	1,685,762
Construction	2,054,087
Water	10,007
Wastewater	6,000
Golf Course	371,100
Solid Waste	365,000
Insurance	650,000
Technology	136,000
Building	157,000
Supplemental/Clean-Up Ordinance	\$13,273,501
Final Revised Budget	\$543,798,961



Fund	Original Budget	Carryover Ordinance	Clean-Up Ordinance	Final Budget
General Fund	\$ 128,815,169	\$ 8,594,061	\$ 1,808,782	\$ 139,218,012
Conservation Trust Fund	\$ 195,717	\$ -	\$ 1,080,000	\$ 1,275,717
Streets Maintenance Fund	\$ 13,280,482	\$ 2,800,000	\$ 400,000	\$ 16,480,482
Community Development Fund	\$ 1,215,200	\$ 4,882,000	\$ 2,675,000	\$ 8,772,200
Housing Authority Fund	\$ 8,912,140	\$ -	\$ 1,575,000	\$ 10,487,140
Emergency Fund	\$ -	\$ 109,910	\$ -	\$ 109,910
Parks Fund	\$ 15,189,880	\$ 242,742	\$ 4,000	\$ 15,436,622
Police Seizure	\$ 32,158	\$ 1,204	\$ 34,700	\$ 68,062
COP Series Debt Service Fund	\$ 1,975,378	\$ -	\$ -	\$ 1,975,378
Police Tax Increment Fund .21	\$ 8,428,522	\$ 282,025	\$ 95,766	\$ 8,806,313
Police Tax Increment Fund .25	\$ 8,904,725	\$ 820,000	\$ 165,297	\$ 9,890,022
Debt Service Fund	\$ 5,800,280	\$ -	\$ -	\$ 5,800,280
Capital Improvement Projects Fund	\$ 6,614,412	\$ 11,372,226	\$ 1,685,762	\$ 19,672,400
Construction Fund	\$ -	\$ 1,902,368	\$ 2,054,087	\$ 3,956,455
Water Fund	\$ 94,335,059	\$ 87,009,429	\$ 10,007	\$ 181,354,495
Wastewater Fund	\$ 29,525,725	\$ 38,589,350	\$ 6,000	\$ 68,121,075
Golf Course Fund	\$ 9,491,622	\$ 535,834	\$ 371,100	\$ 10,398,556
Stormwater Fund	\$ 5,404,503	\$ 1,923,340	\$ -	\$ 7,327,843
Solid Waste Fund	\$ 4,985,782	\$ -	\$ 365,000	\$ 5,350,782
Insurance Fund	\$ 3,902,306	\$ 216,417	\$ 650,000	\$ 4,768,723
Technology Fund	\$ 8,873,596	\$ 2,503,000	\$ 136,000	\$ 11,512,596
Print Shop	\$ 408,699	\$ -	\$ -	\$ 408,699
Vehicle Fund	\$ 8,456,346	\$ 2,117,255	\$ -	\$ 10,573,601
Building Fund	\$ 1,876,598	\$ -	\$ 157,000	\$ 2,033,598
Total	\$ 366,624,299	\$ 163,901,161	\$ 13,273,501	\$ 543,798,961

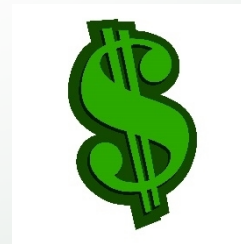
Additional Appropriation

- All requests have equivalent revenue sources (grants, revenues over budget, transfers, etc.) to offset
 - *OR*
- There are sufficient reserves to cover the expenditures



General Fund

- \$1,808,782 in expenditures
- All increases are being funded by additional revenue (grants, reimbursements and sales tax) or use of fund balance reserves



General Fund

- \$1,625,000 for an additional contribution to the Arvada Center (use of fund balance reserves)
- \$70,000 for professional services(use of fund balance reserves)
- \$48,672 for Facilities Master Plan (use of fund balance reserves)
- \$65,110 various operating expenditures(grants & increased revenues)



Conservation Trust Fund

- **\$1,080,000 Transfer to CIP for Long Lake Synthetic Turf Replacement (Conservation Trust Funds allocation)**

Streets Maintenance Fund

- **\$400,000 for additional streets and road work (transfer from the General Fund created by one-time revenues)**



Community Development Fund



- \$1,340,000 for Paint-A-Thon, Beyond Home Renovations (offset by grant funds)
- \$100,000 for increased essential home repair program operated by Brothers Redevelopment (offset by grant funds)
- \$235,000 for transfer to Gold Strike Park Playground Equipment (offset by grant funds)
- \$1,000,000 for an affordable housing loan program (offset by grant funds)



Housing Authority Fund



- **\$1,100,000 for the Housing Choice Vouchers Section 8 rental assistance program (offset by grant funds)**
- **\$475,000 for the Mainstream Voucher Section 8 rental assistance program (offset by grant funds)**



Parks Fund

- \$4,000 for safety culture awards (offset by transfer from Risk & Safety Fund)



Police Seizure Fund

- \$34,700 purchase of swat supplies and rifles (offset by seizure receipts)



Tax Increment Funds

- \$40,281 for law enforcement conference and various equipment items(offset by outside agencies)
- \$10,440 for software purchases (offset by grants received)
- \$45,045 for various operating expenditures (use of fund balance reserves)
- \$165,297 various operating expenditures (offset by grants received)



Capital Improvement Fund

- \$89,280 for Ralston Triangle Project (funded by AURA)
- \$1,080,000 for Long Lake Synthetic Turf (funded by Conservation Trust)
- \$320,000 for Danny Kendrick Park (funded by Wastewater)
- \$160,000 for police incinerator (one-time funds from General Fund)
- \$36,482 for Ralston Road Phase I project (funded by settlement)



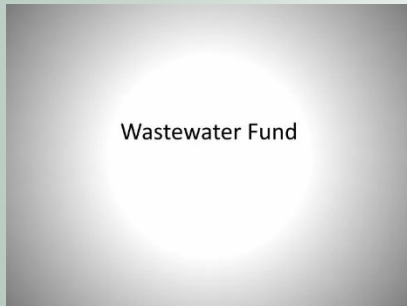
Construction Fund

- \$2,054,087 additional funding for West 72nd Ave (interest revenue earned)



Water Fund

- \$10,800 for Canyon Pines Project (funded through a reimbursement)



Wastewater Fund

- \$6,000 for safety culture awards (offset by transfer from Risk & Safety Fund)

Golf Course Fund

- \$45,000 inventory for restaurants and pro-shop (increased fee revenue)
- \$185,000 for additional staffing (increased fee revenue)
- \$111,000 miscellaneous operating supplies (increased fee revenue)
- \$10,000 for Lake Arbor master plan topographical drone survey (increased fee revenue)
- \$20,100 for Lake Arbor greens roller (increased fee revenues)



Technology Fund

- **\$136,000 Increase for the computer replacement project (offset by fund balance reserves)**



Solid Waste Fund



- \$365,000 for increased residential waste and recycling contract (offset by additional revenues)

Insurance Fund

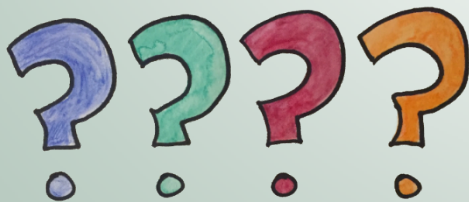
- \$280,000 for legal settlements (offset by fund balance reserves)
- \$165,000 for increase in workers comp claims (offset by fund balance reserves)
- \$205,000 for increase in property claims (offset by fund balance reserves)



Building Fund

- \$157,000 for work completed as part of the Community Table renovation (funded by a transfer from the CIP fund)







REPORT TO CITY COUNCIL

AGENDA ITEM
10.C.

TO: THE HONORABLE CITY COUNCIL

DATE: December 16, 2025

SUBJECT: Major Comprehensive Plan Amendment and Rezoning for Candelas Point Block 3, a 4.86 acres parcel of land approximately located at the southwest corner of W 92nd Drive and Wilkerson Court (Presenter: Rob Smetana, Planning Manager)

Report in Brief

THIS IS ONLY A HEADING PAGE. Attached to this item you will find the staff report. Please see 10.C.1 and 10.C.2 for the motions and information pertaining to the Comprehensive Plan Amendment and Rezoning requests.

Prepared by:

Heidi Van Gieson, Administrative Specialist

Reviewed by:

Approved by:

Josie Suk, Development Systems and Administrative Manager	11/20/2025
Julia Duncan, Senior Planner	11/20/2025
Rob Smetana, Planning Manager	11/20/2025
Jessica Garner, Director of Community and Economic Development	11/20/2025
Gail Walker, Legal Specialist-Contracts	11/20/2025
Kelsy Sargent, Assistant City Attorney	11/21/2025
Rachel Morris, City Attorney	11/24/2025
Jessica Morales, Deputy City Attorney	11/25/2025
Allison Scheck, Deputy City Manager	11/25/2025
Don Wick, City Manager	11/26/2025

Enclosure, exhibits & attachments required to support the report

City of Arvada
Community and Economic Development Department
PUBLIC HEARING STAFF REPORT

Candelas Point Block 3
Comprehensive Plan Amendment & Rezoning
DA2025-0037

NATURE OF REQUEST

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.

LOCATION AND HISTORY

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 City is moving toward standard zoning districts and because the project could be developed under a standard LDC zone district, a Comprehensive Plan Amendment to Medium Density Residential and concurrent rezoning to R13 (Residential, 13) are appropriate.

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.

Vicinity Map



10/15/2025, 9:04:17 AM

1:9,028
0 0.05 0.1 0.2 mi
0 0.07 0.15 0.3 km

City of Arvada

City of Arvada
City of Arvada | Copyright neamap 2015 | COA | DRCOG |

NEIGHBORHOOD MEETING

Division 8-2-2 of the Land Development Code requires that at least one neighborhood meeting be held for projects that require public hearings before the Planning Commission and City Council.

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

The applicant prepared a summary of the meeting, which is attached.

PUBLIC NOTIFICATION

Division 8-2-4 of the Land Development Code requires public notification for all public hearings as follows:

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

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

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

SEVERED MINERAL RIGHTS

At least 30 days prior to the public hearing, written notice of the application must be mailed to any owner of mineral rights associated with the subject property. The Mineral Rights have not been severed and the applicant provided documentation the owner waived the 30-day notification requirement.

DEVELOPMENT REVIEW TIMELINE

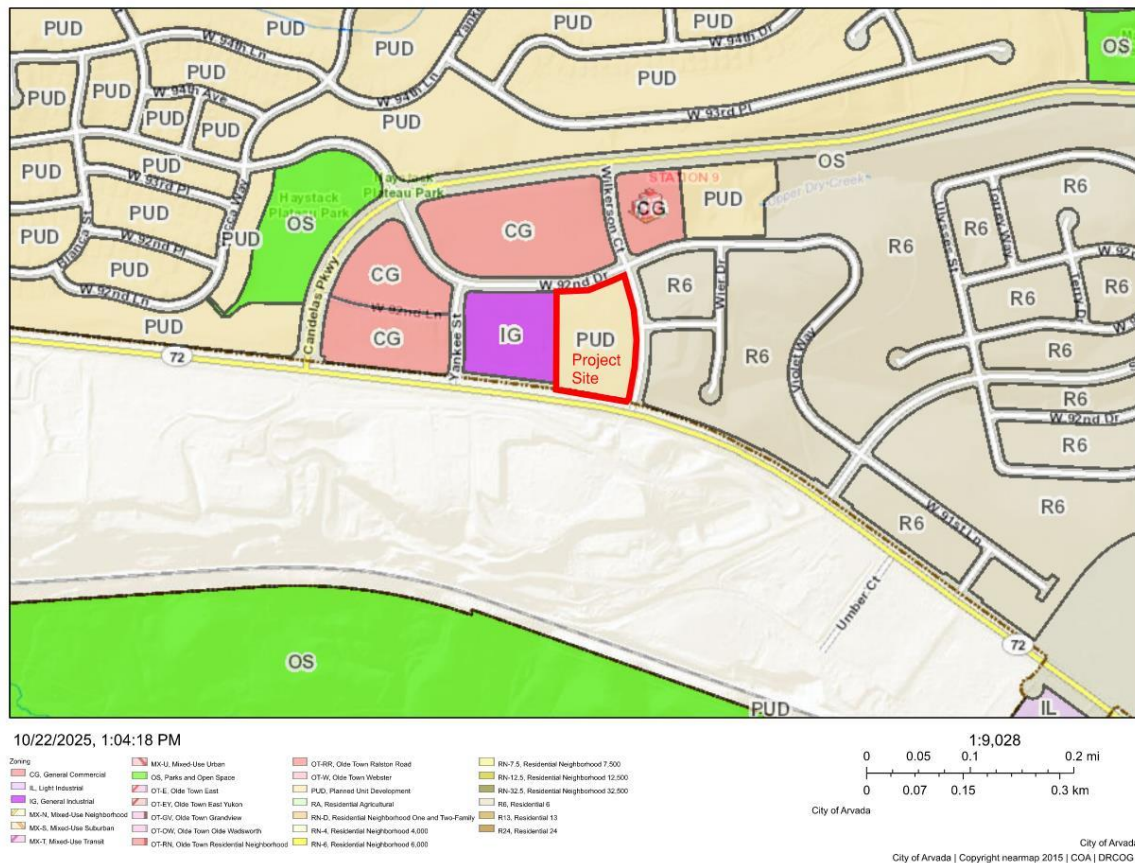
Review of the application began on June 6, 2025. Two reviews were required prior to proceeding with public hearings.

ALIGNMENT WITH CITY COUNCIL STRATEGIC PLAN

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

ZONING AND LAND USE

Zoning Map



The subject property is called out as Parcel 6-c under the Candelas Outline Development Plan Amendment 6 and currently zoned PUD-BPR (Planned Unit Development- Business, Professional, Residential). The total parcel is approximately 4.86 acres. The existing PUD-BPR zoning allows for a maximum height of 180 feet, a Maximum Floor Area Ratio (FAR) of 3.00, a Minimum FAR .20, a minimum density of 12 dwelling units per acre, and a maximum of 30 dwelling units per acre.

Surrounding properties are zoned and utilized as follows:

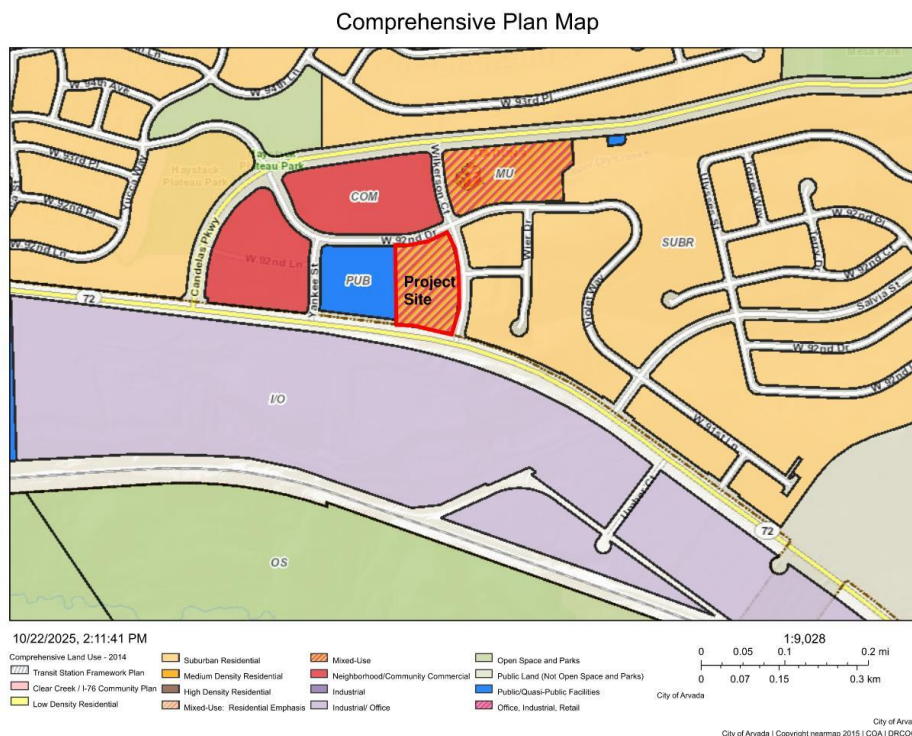
Direction	Zoning	Actual Use
North	CG, General Commercial	Future Jefferson County Library and Fire Station No. 9
South	ROW CO-72 and Unincorporated Jefferson County zoned I-2 (Heavy Industrial)	Various Industrial Uses
East	R6, Residential 6	Trailstone Filing No. 2 Single-Family homes
West	IG, General Industrial	XCEL Substation

The project is requesting a Major Comprehensive Plan Amendment from Mixed-Use to Medium Density Residential and a Rezoning from PUD-BPR to R13 (Residential, 13). Since the project could be developed under a standard LDC zone district, the City encourages rezoning to a standard zone. For the project site, the R13 (Residential, 13) zone district and a corresponding Comprehensive Plan Amendment to Medium Density Residential would be appropriate. Medium Density Residential includes a broader variety of residential types, including single-family residences, duplexes, patio homes, townhomes, and condominiums. The purpose of the Residential 13 (R13) zoning district is to allow for new residential development of a variety of housing products up to a gross density of 13 units per acre.

If approved, the rezoning would allow residential development not to exceed a density of 13 dwelling units per acre. The R13 zoning district has development standards more consistent as a transitional use than the existing PUD-BP which currently allows for a maximum height of 180 feet, a Maximum Floor Area Ratio (FAR) of 3.00, a Minimum FAR .20, a minimum density of 12 dwelling units per acre, and a maximum of 30 dwelling units per acre. The R13 designation requires development to adhere to a maximum height of 35 feet for primary structures, with lower heights for accessory structures, and minimum landscape and amenitized areas. Future entitlements required include a Minor Subdivision Plat to create individual for sale lots and Site Plan. Both entitlements utilize administrative approvals provided the development application meets or exceeds all the applicable standards and regulations in the R13 zone district.

PROJECT ANALYSIS

Compliance with the Comprehensive Plan



A Comprehensive Plan Amendment from Mixed-Use to Medium Density Residential is being proposed. The current designation of Mixed-Use is intended to promote a wide range of land uses, including retail, office, light industrial, live-work, and medium and higher density residential. Medium Density Residential includes a broader variety of residential types, including single-family residences, duplexes, patio homes, townhomes, and condominiums. These residential types are appropriate in locations near commercial services. These developments are generally served by collector streets or arterial streets and ideally will be served by transit. They are desirable as a way of transitioning between high density residential and low density residential. Clustering is encouraged to provide greater amounts of open space. The Comprehensive Plan Amendment to Medium Density Residential allows for the development of the townhomes under the standardized zoning but preserves and maintains the vision and intent of a mixed-used area. For instance, the Trailstone Filing No. 2 development provides single-family detached homes to the immediate east, to the northeast is Fire Station No. 9, to the immediate north will be the future library, to the west and south, industrial uses including the Quantum Commons development, and the parcels between Candelas Parkway and Yankee Street preserved and occupied with a variety of neighborhood serving commercial uses. Additionally, the Quantum Commons campus is expected to impact jobs, workforce development and the local economy and necessitate additional residential housing types. The provision of a townhome product acts as a transition between uses preserving and supporting the Mixed-Use intent.

The applicant and staff held a pre-application meeting on March 25, 2025, and discussed the potential to develop single-family attached townhomes on this site. The City is moving away from Planned Unit Developments and toward straight standardized zoning to allow for clarity and consistency in development for both developers and communities. Clarity and consistency in land development standards are promulgated through the standard LDC Zoning districts. If the Comprehensive Plan Amendment is adopted the rezoning to the R13 designation is necessary to align the Comprehensive Plan and Zone District.

The residential properties to the east in the Trailstone Filing No. 2 development, the future Jefferson County Library to the north, the existing Fire Station No. 9 to the northeast of the site, the heavy industrial use to the west and south, and the commercial development further to the west, promote a transitional housing type like townhomes consistent with a Medium Density Residential land use designation. The townhomes are consistent with the designation and act as a transition. The vision and intent of the Mixed-Use area is preserved by the residential townhome component which encourage future investment in surrounding commercial development, creating a true Mixed-Use community.

Staff have determined that the Comprehensive Land Use Amendment to Medium Density Residential is consistent with the surrounding and abutting land use designations, is consistent with the Arvada Comprehensive Plan, and additionally, reflects that conditions have changed since the adoption of the Comprehensive Plan and the original designation of the site. A specific condition that has changed is the emphasis and utilization of standardized zoning districts and less reliance on PUDs when unique or challenging situations are not present. For the R13 zoning district to be adopted, a corresponding Comprehensive Plan Amendment is necessary. The proposed amendment is consistent with the Purposes of this Code. The Comprehensive Plan contains several goals and policies that guide development and investment decisions and direct future land use patterns.

The project complies with the following goals and policies within the Comprehensive Plan:

GOAL L-2: Plan for a balanced mix of commercial and residential land uses in Arvada.

POLICY L-2.1: Complete Community

The City will provide for a balanced mix of land uses by promoting redevelopment and continuing to reserve land for future commercial and industrial development as well as a variety of housing choices.

GOAL L-5: Designate and promote redevelopment and infill to generate economic revitalization, improve physical conditions, and provide an appropriate mix of quality housing choices.

POLICY L-5.3: Regulatory Climate to Encourage Redevelopment and Infill

The City will continue providing incentives, as appropriate, and a positive regulatory climate in order to encourage infill development and redevelopment.

GOAL CC-1: Plan Arvada as a City of different development character districts.

POLICY CC-1.2: Promote Integration Within Districts through Design

The City will promote integration and a sense of place within districts of the City through the context-sensitive design of new development.

POLICY CC-1.3: Compatible Infill

The City will encourage new infill development to consider and be sensitive to the character of existing neighborhoods. Considerations shall include building scale, placement, size, height transitions, landscape, streetscape, and other design measures (see also Redevelopment and Infill Principles).

GOAL CC-2: Establish and maintain Arvada's distinct qualities and small-town identity.

POLICY CC-2.2: High Quality Private Development

The City will promote high quality architecture, site planning, landscaping, signage, and lighting for new residential and commercial developments.

GOAL N-1: Plan for a range of neighborhoods and accessible housing of different tenure types to accommodate diverse incomes and all ages and abilities.

The Comprehensive Plan Amendment to Medium Density Residential and Rezoning to R13 is consistent with the surrounding area and designations as well as the Goals and Policies of the Comprehensive Plan. The R13 zone district will implement the intent of the land use map designation. The Rezoning and will allow the site to develop in accordance with the LDC.

Setbacks

For the R13 zone district, lot and building standards for Townhomes are set out in Table 2-1-8-7 of the LDC. The applicant proposed the Urban Townhome housing palette type which sets out unit width, setbacks, building separation and coverage, and height. All code required development and design standards will be reviewed through the Site Plan application.

Building Height

The maximum building height allowed in this R13 zoning district is 35 feet. Building height will be reviewed as part of any Site Plan application.

Open Space

The R13 zoning district requires a minimum of 20 percent of the site be landscape surface area. Additionally, a minimum of 5% of the required landscape area must be amenitized. Compliance with the landscaped surface area will be reviewed as part of any Site Plan.

Landscaping, Buffering and Fencing

The Site Plan landscaping will be required to comply with the standards and regulations within LDC 4-6 and any others that may apply. A landscape plan will be required to be submitted with any Site Plan application.

Parks

Park Land Dedication or a Fee-In-Lieu will be required prior to, or as part of, the approval of the final plat. The owner/developer of land is required to convey to the City in fee simple not less than ten (10) acres per thousand (1000) population projected for the development of such land or pay the City the cash equivalent of the fair market value of the land otherwise required to be dedicated. A Park Development Fee is also required. The proposed development requires 0.97 acres of park and open space.

Building Design

All buildings constructed on the future lots will be required to adhere to Chapter 5 (Building Design) of the LDC. Design will be reviewed with any future Site Plan application.

Circulation and Connectivity

The proposed project features two proposed project accesses. One of the proposed project accesses is located along the south side of W 92nd Drive, approximately 340 feet west of Wilkerson Court, in line with the future Jefferson County Library access along the north side of W 92nd Drive. The other proposed project access is located along the west side of Wilkerson Court, approximately 290 feet south of W 92nd Drive, in line with the future Taylor Morrison Homes access along the east side of Wilkerson Court. A trail connection to Little Dry Creek Trail will be provided.

The results of the trip generation comparison are in traffic compliance with the Candelas Point Subdivision Traffic Impact Study, completed in March 2018. The proposed 52 townhomes are anticipated to generate less total weekday morning and afternoon peak hour traffic than the office and retail uses originally studied. Recommended improvements will be analyzed in the Site Plan submittal.

Grading and Drainage

Construction activities on the site will include grading and utility work, as well as road and townhome construction. A detailed grading and drainage plan will be required to be submitted with a Site Plan application.

Parking and Loading

Off-street parking and loading requirements will be determined by any Site Plan application and shall be consistent with Article 4-5 of the LDC. Townhomes require 2.2 spaces per dwelling unit.

Utility Services

Water and sanitary sewer service is provided by the City of Arvada, and they have the capacity to service the site.

Public Service Company (XCEL) has no objection to the proposed Comprehensive Plan Amendment or Rezone.

Police and Fire Protection

The proposal has been reviewed by the Arvada Fire and Protection District. AFPD has no comments specific to the Comprehensive Plan Amendment or Zoning request. All fire code requirements will be reviewed for compliance during the site plan review process. The property is served by Arvada Police.

LAND DEVELOPMENT CODE APPROVAL CRITERIA

It is the responsibility of the applicant to justify the requested land use application. The Planning Commission should make a recommendation to the City Council based on its findings regarding the approval criteria shown in the table(s) below and upon testimony heard during the public hearing as it applied to the criteria.

Staff performed an analysis of the proposal, based on the approval criteria listed in Chapter 8 of the Land Development Code, and presents the following findings:

COMPREHENSIVE PLAN AMENDMENT CONSIDERATIONS	Finding	STAFF ASSESSMENT
1. The existing comprehensive plan and/or any related element thereof is in need of the proposed amendment.	Complies	Rezoning to Medium Density Residential (MDR) allows for the R13 zoning category in line with the City's desire to move toward standardized zoning and away from PUDs. It aligns with a transitional character between the single-family detached properties to the east and the industrial and commercial to the west. The amendment will support housing demand, and aligns with the City's goals for diverse and attainable housing. The amendment will encourage a diversity of housing types that will demand and encourage future commercial development.

2. The proposed amendment is compatible with the surrounding area and the goals and policies of the Comprehensive Plan.	Complies	As detailed in the <i>Compliance with the Comprehensive Plan</i> section of the staff report and criterion one above, the amendment is consistent with numerous goals and policies and the surrounding area. The Comprehensive Plan Amendment to Medium Density Residential allows for the development of the townhomes under the standardized zoning but preserves and maintains the vision and intent of a mixed-used area. Specifically, the mix of housing types, public services including the Fire Station and library, the commercial development at the corner of Candelas Parkway and CO-72, and the industrial uses including the Quantum Commons development preserve and encourage the Mixed-Use intent. The amendment preserves the intent while aligning with the proposed standardized zoning, providing clarity and consistency in the development standards.
3. The proposed amendment will have no major negative impacts on transportation, services, and facilities.	Complies	The proposed amendment will not have a major impact on transportation, services, or facilities.
4. The proposed amendment will have minimal effect on service provision, including adequacy or availability of urban facilities and services, and is compatible with existing and planned service provisions.	Complies	The proposed amendment will not have a negative effect on existing or proposed service provisions.
5. The proposed amendment, if for an area outside of the City's current municipal boundaries, is consistent with the City's ability to annex property.	Complies	The proposed amendment does not pertain to an area outside of the City's municipal boundaries.

6. Strict adherence to the existing comprehensive plan would result in a situation neither intended nor in keeping with other key elements and policies of the plan.	Complies	The proposed townhomes, at a lower density than allowed under the existing designation at 10.7 du/acre, will provide a compatible transition to the surrounding land uses, specifically, the detached single-family homes to the east. The amendment furthers the Comprehensive Plan goals for housing variety, neighborhood compatibility, and open space connectivity. Strict adherence to the existing land use designation would require higher housing densities and potentially incompatible development.
7. The proposed plan amendment will promote the public welfare and will be consistent with the goals and policies of the comprehensive plan and the elements thereof.	Complies	As stated in the <i>Compliance with the Comprehensive Plan</i> section above, amending the Comprehensive Plan to promote development of this vacant property is consistent with a variety of goals and policies.

Div. 8-3-4 Zoning and Rezoning Approval Criteria	Finding	Rationale
1. The rezoning is consistent with the Arvada Comprehensive Plan, or an adopted sub-area plan, corridor plan, or urban renewal plan, or reflects conditions that have changed since the adoption of the Comprehensive Plan.	Complies	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	Complies	All public facilities and services are available to service to the site. Additional infrastructure necessary to service the site will be constructed

property while maintaining adequate levels of service to existing development.		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.

STAFF RECOMMENDATION

Based upon project analysis and review of the Land Development Code approval criteria, staff recommends approval of the Comprehensive Plan Amendment and Rezoning.

The Planning Commission may recommend denial of the request(s) if it cannot make affirmative findings of the approval criteria stated above.

Neighborhood Meeting Summary



May 30, 2025

Julia Duncan, Senior Planner – City of Arvada
8101 Ralston Rd.
Arvada, CO 80002

RE: Candelas Point Block 3 – Neighborhood Meeting Summary

On May 14, 2025, a neighborhood meeting was held from 6:00 p.m. to 7:00 p.m. at the Candelas Swim and Fitness Club (19865 W. 94th Ave.). Prior to the meeting, all property owners within 1,000 feet of the project site—approximately 47 in total—were notified via a mailing postmarked April 25, 2025.

Eleven individuals attended the meeting, though only ten signed the sign-in sheet. The gathering included several members of the project team, as well as a representative from the City of Arvada, Julia Duncan. Among those present from the project team were:

- Eva Mather, Daniel Braswell, and Mason Aeschbacher from Norris Design
- David Kuntz from Martin/Martin
- Jeff Nading from the Jefferson Center Metro District

During the meeting, the development team delivered a brief presentation on the project. Following the presentation, community members raised several concerns, particularly regarding school overcrowding, local infrastructure challenges, and the importance of robust community input.

School Overcrowding:

Residents expressed concern that additional housing could further strain already full public schools. In response, the Jefferson County School District has planned a new K–8 school to serve the area and help alleviate overcrowding.

Infrastructure Issues:

Several attendees noted that vehicles on Hwy 72 often travel at speeds of 70–80 mph, raising concerns about safe access to and from the project site. The development team clarified that housing would be located at least 100 feet from Hwy 72, with no direct highway access. Additionally, the Jefferson Center Metro District is actively working with the Colorado Department of Transportation (CDOT) to lower speed limits and install traffic signals.

Concerns about the City's ability to serve the new development were addressed by noting that the site is part of a broader master plan. The public right-of-way infrastructure is already in place and requires only connections to individual properties. Further improvements along Hwy 72 and Hwy 93 are scheduled to begin on August 1 and be completed by year's end.

To ensure continued community engagement, the meeting emphasized that future public hearings will provide additional opportunities for residents to offer input during the planning review process. Residents are also encouraged to submit formal comments on the project via the City's Development Map.

Thank you,

Norris Design

Daniel Braswell
Associate



SUMMARY MINUTES OF PLANNING COMMISSION ACTION HELD
NOVEMBER 5, 2025

Planning Commission meeting minutes are not an exact transcript and represent key points and the basis of discussion.

- 1. CALLED MEETING TO ORDER– By Tim Knapp at 6:20 P.M.**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL OF MEMBERS**

Those present: Michael P. Griffith, Andrew Gay, Tim Knapp, Brandon Figliolino, Steve Hannan, Eric Doner

THOSE ABSENT

Tom Aljinovich

It was moved by Mr. Figliolino to have an excused absence for Tom Aljinovich.

Those voting Yes: Hannan, Knapp, Gay, Figliolino, Doner, Griffith

Those voting No:

Those absent: Aljinovich

The motion carried 6-0

ALSO PRESENT: Rob Smetana, City Planning Manager; Kelsy Sargent, Sr. Ass't. City Attorney; Josie Suk, Development Systems and Administrative Manager; Julia Duncan, Sr. Planner, Dixielee Rodriguez, Development Engineer; Heidi Van Gieson, Recording Secretary.

- 4. APPROVAL OF MINUTES**

August 6, 2025 The minutes stand approved as printed.

Mr. Griffith announced that he will be resigning from the Planning Commission as he was elected to the City Council.

Michael P. Griffith left the meeting and the remaining commissioners moved seats.

- 5. GENERAL BUSINESS**

None

6. REPORTS

None

7. PUBLIC COMMENT

There being no one wishing to speak. Public Comment was closed.

8. PUBLIC HEARINGS

8.A. DA2025-0037 Major Comprehensive Plan Amendment and Rezoning for Candelas Point Block 3, a 4.86 acres parcel of land approximately located at the southwest corner of W 92nd Drive and Wilkerson Court

Mr. Knapp swore in all guests that will be speaking.

Mr. Knapp opened the public hearing.

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

Ms. Duncan stated the posting notice, mailing notice affidavit, posting log and publication are in order.

Mr. Knapp entered into the record the staff report, posting log and affidavit and mailing affidavit for DA2025-0037 dated November 5, 2025 have been received.

Mr. Knapp asked Ms. Duncan to introduce the project

Ms. Duncan introduced the project. The applicant is requesting a Major Comprehensive Plan Amendment from Mixed-Use to Medium Density Residential and a rezoning from PUD to R-13(Residential 13) for the future development of 52 townhomes. The plan includes essential park space. The site will have two access points, and a trail connection to Little Dry Creek Trail. Staff recommends approval of this project.

Eva Mather, Norris Design 1101 Bannock Street, Denver 80204; explained that the project is located with highway 93 and 72 on the west and Indiana on the West, primarily North of 72. There will be some commercial on the North and South of 72 at that location. As you move to the east, there will be the Candelas Innovation Park, the existing Jefferson County School Site Also in that area will be the recently approved Rangewater site.

Great mix of Public and Civic uses. Office building and commercial building. Candelas Point was originally to be used as Mixed Use Development with Commercial and Residential.

They have been working with staff to find a good mix. They want to be clear that they want R-13 to allow the Townhomes. Proposed zoning supports what the city is striving for. Lowering the density from 30 to 13 units per acre.

They are looking to produce a two story alley loaded townhome to help activate the neighborhood.

They fulfill their own open space on the site.

There will be two garage spaces per unit and they will fulfill the guest parking at the time of site plan completion.

There is currently a 35 ft landscape buffer in between the sub station and the site, they will be adding an additional 10 ft to that.

The property will be a part of the Jefferson County Metro District # 2 with front doors and front facade facing the street which will create a great way to activate the neighborhood.

During the neighborhood meeting, residents brought up the impact on existing infrastructure and the city's ability to serve new residents. This goes included in the Master Plan which is successfully completed. In addition new signals are underway on Highway 93 and 72 and are looking to be completed by year's end.

There is talk about getting lower speeds and traffic signals along Highway 72.

In response to school capacity, there is already a new K-8 that has been dedicated.

PUBLIC COMMENT

IN FAVOR

IN OPPOSITION

There was no one wishing to speak. Public Comment was closed.

Mr. Knapp closed public comment

APPLICANT REBUTTAL

None

QUESTIONS FROM THE COMMISSION

Mr. Hannan stated that it was a great presentation and the staff report is very informative.

Mr. Gay asked City Staff that this is the second time that we moved a parcel from Mixed Use to Residential. More of an observation than a question.

MOTION:

I was moved by Mr. Figliolino that CP2025-0004 A Resolution by the Planning Commission for the City of Arvada, Colorado to Amend the 2014 Arvada Comprehensive Plan Land Use Designation Pertaining to Candelas Point Block 3 From City of Arvada Mixed-Use to City of

Arvada Medium Density Residential, A 4.86 Parcel of Land Located at the Southwestern Corner of W 92nd Drive And Wilkerson Court, be approved and recommended to City Council for ratification

This motion is based on the findings of fact and approval criteria on Page(s) 9-12 of the Staff Report.

DISCUSSION OF MOTION

Those voting Yes: Hannan, Knapp, Gay, Figliolino, Doner

Those voting No:

Those absent: Griffith, Ajinovich

The motion carried 5-0

MOTION:

I was moved by Mr. Figliolino that the 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 recommended to City Council for approval.

This motion is based on the findings of fact and approval criteria on Page(s) 9-12 of the Staff Report.

DISCUSSION OF MOTION

Those voting Yes: Hannan, Knapp, Gay, Figliolino, Doner

Those voting No:

Those absent: Griffith, Ajinovich

The motion carried: 5-0

9. **OTHER ITEMS**

No meeting on November 19th or December 3rd.

Motion:

Those voting Yes: Hannan, Knapp, Gay, Figliolino, Doner

Those voting No:

Those absent: Griffith, Ajinovich

The motion carried 5-0

9. **ADJOURNED** at 6:54 P.M.

Tim Knapp, Vice Chair

Brandon Figliolino, Secretary

Heidi Van Gieson, Recording Secretary



REPORT TO CITY COUNCIL OTHER

AGENDA ITEM
10.C.1.

TO: THE HONORABLE CITY COUNCIL

DATE: December 16, 2025

SUBJECT: CP2025-0004 A Resolution by the Planning Commission for the City of Arvada, Colorado to Amend the 2014 Arvada Comprehensive Plan Land Use Designation Pertaining to Candelas Point Block 3 from City of Arvada Mixed-Use to City of Arvada Medium Density Residential, A 4.86 Parcel of Land Located at the Southwestern Corner of W 92nd Drive and Wilkerson Court (Presenter: Rob Smetana, Planning Manager)

Report in Brief

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.

Financial Impact

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

Background

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

COMPREHENSIVE PLAN AMENDMENT CONSIDERATIONS	Finding	STAFF ASSESSMENT
1. The existing comprehensive plan and/or any related element thereof is in need of the proposed amendment.	Complies	Rezoning to Medium Density Residential (MDR) allows for the R13 zoning category in line with the City's desire to move toward standardized zoning and away from PUDs. It aligns with a transitional character between the single-family detached properties to the east and the industrial and commercial to the west. The amendment will support housing

SUBJECT: CP2025-0004 A Resolution by the Planning Commission for the City of Arvada, Colorado to Amend the 2014 Arvada Comprehensive Plan Land Use Designation Pertaining to Candelas Point Block 3 from City of Arvada Mixed-Use to City of Arvada Medium Density Residential, A 4.86 Parcel of Land Located at the Southwestern Corner of W 92nd Drive and Wilkerson Court (Presenter: Rob Smetana, Planning Manager)

PAGE: 2
ITEM: 10.C.1.

		demand, and aligns with the City's goals for diverse and attainable housing. The amendment will encourage a diversity of housing types that will demand and encourage future commercial development.
2. The proposed amendment is compatible with the surrounding area and the goals and policies of the Comprehensive Plan.	Complies	As detailed in the <i>Compliance with the Comprehensive Plan</i> section of the staff report and criterion one above, the amendment is consistent with numerous goals and policies and the surrounding area. The Comprehensive Plan Amendment to Medium Density Residential allows for the development of the townhomes under the standardized zoning but preserves and maintains the vision and intent of a mixed-used area. Specifically, the mix of housing types, public services including the Fire Station and library, the commercial development at the corner of Candelas Parkway and CO-72, and the industrial uses including the Quantum Commons development preserve and encourage the Mixed-Use intent. The amendment preserves the intent while aligning with the proposed standardized zoning, providing clarity and consistency in the development standards.
3. The proposed amendment will have no major negative impacts on transportation, services, and facilities.	Complies	The proposed amendment will not have a major impact on transportation, services, or facilities.
4. The proposed amendment will have minimal effect on service provision, including adequacy or availability of urban facilities and services, and is compatible with existing and planned service provisions.	Complies	The proposed amendment will not have a negative effect on existing or proposed service provisions.

SUBJECT: CP2025-0004 A Resolution by the Planning Commission for the City of Arvada, Colorado to Amend the 2014 Arvada Comprehensive Plan Land Use Designation Pertaining to Candelas Point Block 3 from City of Arvada Mixed-Use to City of Arvada Medium Density Residential, A 4.86 Parcel of Land Located at the Southwestern Corner of W 92nd Drive and Wilkerson Court (Presenter: Rob Smetana, Planning Manager)

PAGE: 3
ITEM: 10.C.1.

5. The proposed amendment, if for an area outside of the City's current municipal boundaries, is consistent with the City's ability to annex property.	Complies	The proposed amendment does not pertain to an area outside of the City's municipal boundaries.
6. Strict adherence to the existing comprehensive plan would result in a situation neither intended nor in keeping with other key elements and policies of the plan.	Complies	The proposed townhomes, at a lower density than allowed under the existing designation at 10.7 du/acre, will provide a compatible transition to the surrounding land uses, specifically, the detached single-family homes to the east. The amendment furthers the Comprehensive Plan goals for housing variety, neighborhood compatibility, and open space connectivity. Strict adherence to the existing land use designation would require higher housing densities and potentially incompatible development.
7. The proposed plan amendment will promote the public welfare and will be consistent with the goals and policies of the comprehensive plan and the elements thereof.	Complies	As stated in the <i>Compliance with the Comprehensive Plan</i> section above, amending the Comprehensive Plan to promote development of this vacant property is consistent with a variety of goals and policies.

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 on May 14, 2025. 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.

Commission Recommendation

At the November 5th meeting, the Planning Commission approved the Comprehensive Plan amendment on a vote of 6 to 0.

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

SUBJECT: CP2025-0004 A Resolution by the Planning Commission for the City of Arvada, Colorado to Amend the 2014 Arvada Comprehensive Plan Land Use Designation Pertaining to Candelas Point Block 3 from City of Arvada Mixed-Use to City of Arvada Medium Density Residential, A 4.86 Parcel of Land Located at the Southwestern Corner of W 92nd Drive and Wilkerson Court (Presenter: Rob Smetana, Planning Manager)

PAGE: 4
ITEM: 10.C.1.

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 ratify CP2025, A Resolution by the Planning Commission for the City of Arvada, Colorado to Amend the 2014 Arvada Comprehensive Plan Land Use Designation Pertaining to Candelas Point Block 3 from City of Arvada Mixed-Use to City of Arvada Medium Density Residential, A 4.86 Parcel of Land Located at the Southwestern Corner of W 92nd Drive and Wilkerson Court.

Suggested Motion:

I move that CP2025, A Resolution by the Planning Commission for the City of Arvada, Colorado to Amend the 2014 Arvada Comprehensive Plan Land Use Designation Pertaining to Candelas Point Block 3 from City of Arvada Mixed-Use to City of Arvada Medium Density Residential, A 4.86 Parcel of Land Located at the Southwestern Corner of W 92nd Drive and Wilkerson Court, be (ratified and approved)(rejected).

This motion is based on the findings of fact adopted by the Planning Commission.

Prepared by:

Heidi Van Gieson, Administrative Specialist

Reviewed by:

Approved by:

Josie Suk, Development Systems and Administrative Manager	11/20/2025
Julia Duncan, Senior Planner	11/20/2025
Rob Smetana, Planning Manager	11/20/2025
Jessica Garner, Director of Community and Economic Development	11/20/2025
Gail Walker, Legal Specialist-Contracts	11/20/2025
Kelsy Sargent, Assistant City Attorney	11/21/2025
Rachel Morris, City Attorney	11/24/2025
Jessica Morales, Deputy City Attorney	12/01/2025
Allison Scheck, Deputy City Manager	12/01/2025
Don Wick, City Manager	12/01/2025

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. CP2025-0004

A RESOLUTION BY THE PLANNING COMMISSION FOR THE CITY OF ARVADA, COLORADO TO AMEND THE 2014 ARVADA COMPREHENSIVE PLAN LAND USE DESIGNATION PERTAINING TO CANDELAS POINT BLOCK 3 FROM CITY OF ARVADA MIXED-USE TO CITY OF ARVADA MEDIUM DENSITY RESIDENTIAL, A 4.86 PARCEL OF LAND LOCATED AT THE SOUTHWESTERN CORNER OF W 92ND DRIVE AND WILKERSON COURT

WHEREAS, Planning Commission, by Resolution No. CP2014-0003, adopted the 2014 Arvada Comprehensive Plan on September 19, 2014; and

WHEREAS, pursuant to § 8-1-2-1(E)(4) of the Land Development Code, City Council has final ratification and approval authority with respect to the Comprehensive Plan and any amendments thereto; and

WHEREAS, pursuant to Chapter 74, Article III, Section 74-64 of the code of the City of Arvada, the Planning Commission has held a public hearing as required by law, notice thereof being duly published in the Wheat Ridge Transcript and Arvada Press on October 16, 2025, and said public hearing being held before the Planning Commission for the City of Arvada on November 5, 2025.

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

Section 1. The 2014 Comprehensive Plan is hereby amended by changing the land use designation from City of Arvada Mixed-Use to City of Arvada Medium Density Residential.

Section 2. This Resolution shall be effective upon the ratification and approval by the City Council of the Comprehensive Plan amendment described herein.

APPROVED AND ADOPTED this 5th day of November, 2025.

CITY OF ARVADA PLANNING COMMISSION



Tim Knapp, Acting Chairman

ATTEST:

Brandon Figliolino

Brandon Figliolino, Secretary

RATIFIED AND APPROVED this ____ day of _____, 2025.

Lauren Simpson, Mayor

ATTEST:

City Clerk

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

By: _____



REPORT TO CITY COUNCIL PUBLIC HEARING

AGENDA ITEM
10.C.2.

TO: THE HONORABLE CITY COUNCIL

DATE: December 16, 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 (Ordinance No. 4916) (Presenter: Rob Smetana, Planning Manager)

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
---	---------	-----------

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 (Ordinance No. 4916) (Presenter: Rob Smetana, Planning Manager)

PAGE: 2
ITEM: 10.C.2.

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 (Ordinance No. 4916) (Presenter: Rob Smetana, Planning Manager)

PAGE: 3
ITEM: 10.C.2.

(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 final reading, numbered 4916 and ordered published by title only) (rejected).

This motion is based on the findings of fact and required conditions (if any) adopted by the Planning Commission.

This motion is based on the following findings of fact for denial:(Recite approval criteria you believe the evidence fails to satisfy and your reasons).

Prepared by:
Heidi Van Gieson, Administrative Specialist

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 (Ordinance No. 4916) (Presenter: Rob Smetana, Planning Manager)

PAGE: 4
ITEM: 10.C.2.

Reviewed by:

Approved by:

Josie Suk, Development Systems and Administrative Manager	11/20/2025
Julia Duncan, Senior Planner	11/20/2025
Rob Smetana, Planning Manager	11/20/2025
Jessica Garner, Director of Community and Economic Development	11/20/2025
Gail Walker, Legal Specialist-Contracts	11/20/2025
Kelsy Sargent, Assistant City Attorney	11/21/2025
Rachel Morris, City Attorney	11/24/2025
Jessica Morales, Deputy City Attorney	11/25/2025
Allison Scheck, Deputy City Manager	11/25/2025
Don Wick, City Manager	11/26/2025

Enclosure, exhibits & attachments required to support the report

COUNCIL BILL NO. 25-030
ORDINANCE NO. 4916

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 16th 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
December 18, 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

Copyright ©2021 American Land Title Association. All rights reserved. The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



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'

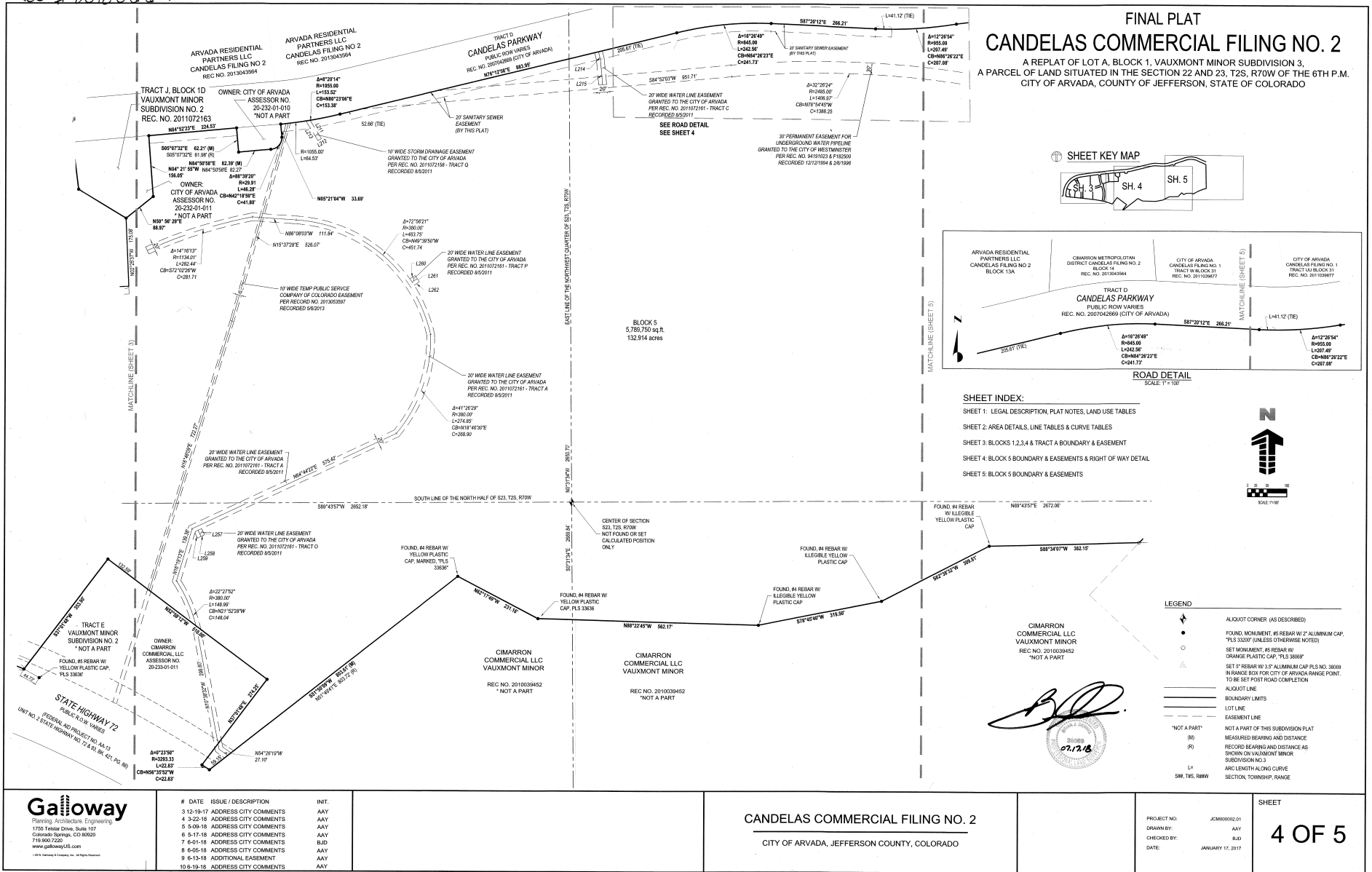


The image shows a handwritten signature in black ink, which appears to be 'B. J. ...'. Below the signature is a circular official seal. The seal contains the text 'STATE OF TEXAS' around the top edge and 'COUNTY OF ...' around the bottom edge. In the center of the seal, the date '07.17.18' is stamped.

SHEET

2 OF 5

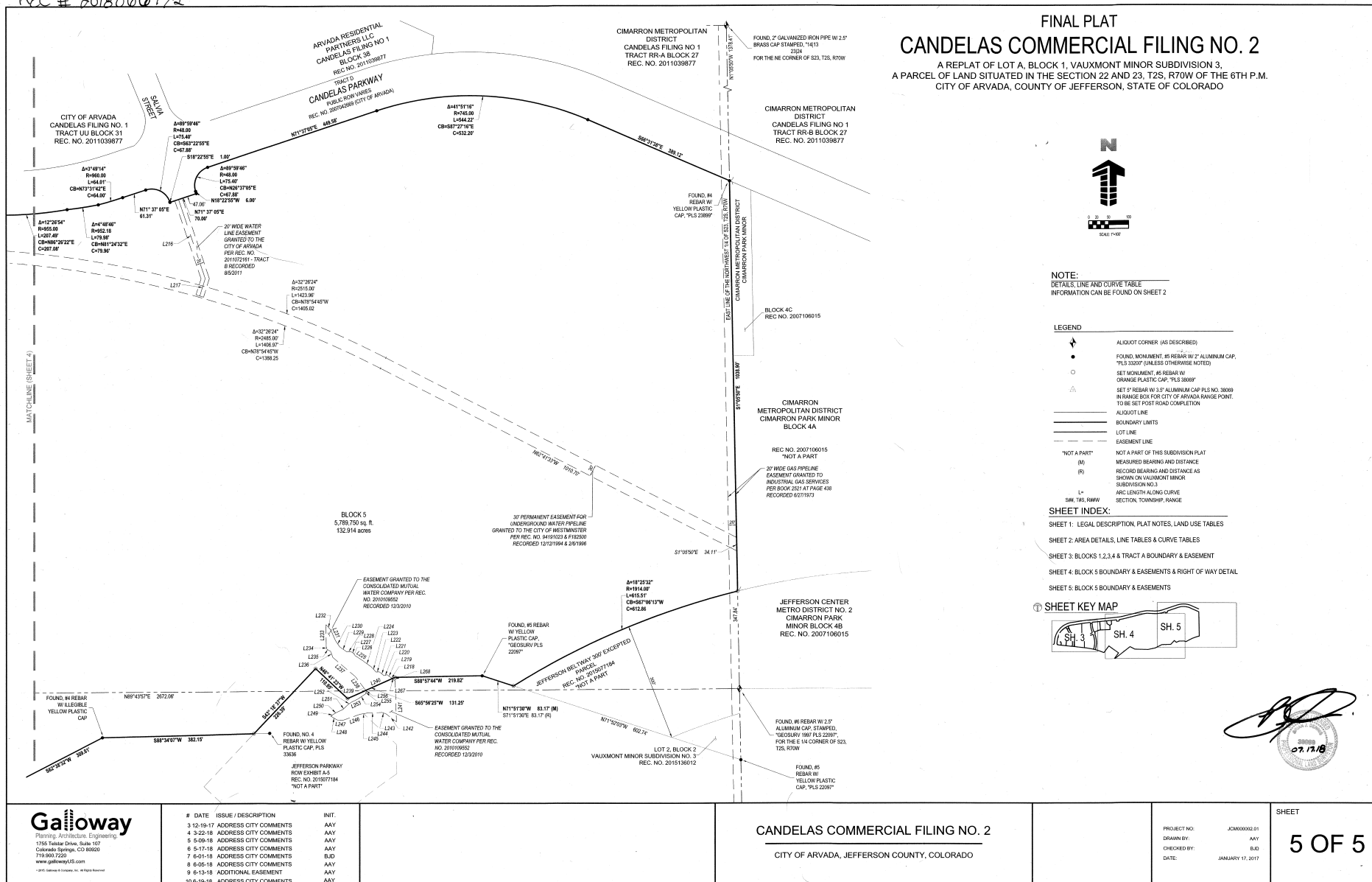
REC # 20180606172



118-152 4/5

SKILD, Inc. NC SK1189963 JF 6612-272-2018.000

Rec # 201806172



CANDELAS POINT BLOCK 3 - CANDELAS COMMERCIAL FILING NO. 2

REZONING CONCEPT PLAN

LOCATED IN SECTIONS 23 AND 23, TOWNSHIP 7 SOUTH, RANGE 707 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTIONS 23 AND 23, TOWNSHIP 7 SOUTH, RANGE 707 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF LOT1, BLOCK 3, CANDELAS COMMERCIAL FILING NO. 2, RECORDED IN RECEPTION NO. 2018066172 OF THE JEFFERSON COUNTY CLERK AND RECORDER OFFICE.

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 23, THENCE S65°15'11"E A DISTANCE OF 507.88 FEET TO THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY OF STATE HIGHWAY NO. 72 AS DESCRIBED IN FEDERAL AID PROJECT NO. AA-13 UNIT NO. 2 STATE HIGHWAY NO. 72 & 93, BK. 421, PG. 86 BOOK 531 AT PAGE 322 AND THE EASTERLY PROPERTY LINE OF LOT 2, BLOCK 3, CANDELAS COMMERCIAL FILING NO. 2, RECORDED IN RECEPTION NO. 2018066172 POINT OF BEGINNING;
THENCE ALONG SAID EASTERLY LINE, N00°16'36"W A DISTANCE OF 488.30 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF WEST 92ND/ DRIVE, RECORDED IN RECEPTION NO. 2018066172;
THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY THE FOLLOWING FOUR (4) CONSECUTIVE COURSES: 1) N89°43'24"E A DISTANCE OF 27.40 FEET; 2) THENCE 212.90 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 532.00 FEET, A CENTRAL ANGLE OF 22°55'44", AND A CHORD WHICH BEARS N78°15'32"E A DISTANCE OF 211.48 FEET; 3) THENCE N66°47'40"E A DISTANCE OF 84.53 FEET; 4)THENCE 40.78 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 93°27'55", AND A CHORD WHICH BEARS S66°28'22"E A DISTANCE OF 36.41 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF WILKERSON COURT, RECORDED IN RECEPTION NO. 2018066172; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING THREE (3) CONSECUTIVE COURSES: 1) THENCE 573.25 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 968.00 FEET, A CENTRAL ANGLE OF 33°55'51", AND A CHORD WHICH BEARS S02°46'29"E A DISTANCE OF 564.91 FEET; 2) THENCE S14°11'26"W A DISTANCE OF 25.72 FEET; 3) THENCE 38.79 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 88°53'31", AND A CHORD WHICH BEARS S58°38'10"W A DISTANCE OF 35.01 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF STATE HIGHWAY 72 AS DESCRIBED IN FEDERAL AID PROJECT NO. AA-13 UNIT NO. 2 STATE HIGHWAY NO. 72 & 93, BK. 421, PG. 86 BOOK 531 AT PAGE 322; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) CONSECUTIVE COURSES: 1) THENCE 285.69 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2920.00 FEET, A CENTRAL ANGLE OF 05°36'21", AND A CHORD WHICH BEARS N79°43'15"W A DISTANCE OF 285.58 FEET; 2) THENCE N83°21'14"W A DISTANCE OF 53.68 FEET TO THE POINT OF BEGINNING;

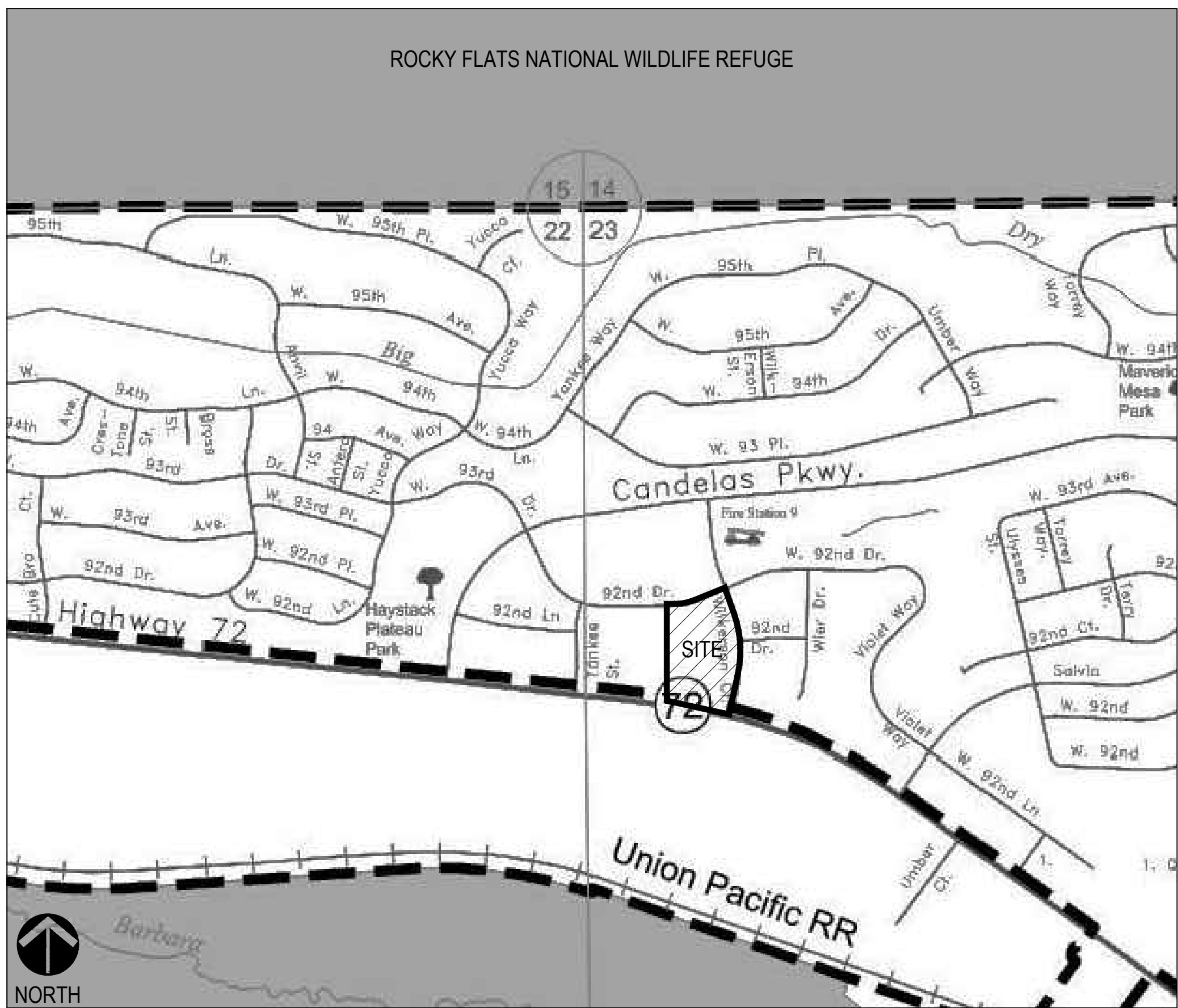
PARCEL CONTAINS 4.86 ACRES OR 211,732.61 SQUARE FEET MORE OR LESS.

ALL LINEAL DIMENSIONS ARE IN U.S. SURVEY FEET.

NARRATIVE

THIS PROJECT REQUESTS REZONING THE SITE FROM PLANNED UNIT DEVELOPMENT (PUD-BPR) TO RESIDENTIAL 13 (R13) ZONING DISTRICT, ALONG WITH A COMPREHENSIVE PLAN AMENDMENT TO CHANGE THE FUTURE LAND USE DESIGNATION FROM MIXED-USE TO MEDIUM DENSITY RESIDENTIAL (MDR). THESE ACTIONS ARE INTENDED TO SUPPORT THE PROPOSED RESIDENTIAL DEVELOPMENT AND ENSURE CONSISTENCY BETWEEN THE ZONING AND LAND USE DESIGNATIONS..

VICINITY MAP



PROJECT TEAM

APPLICANT TAYLOR MORRISON OF COLORADO 400 INVERNESS PKWY ENGLEWOOD, COLORADO 80112 303-481-5598 CONTACT: MATTHEW VALENTE	APPLICANT JEFFERY L NADING TRUST 8667 MONTE VISTA AVE. NIWOT, CO 80503 720-323-0467 CONTACT: JEFF NADING
PLANNER NORRIS DESIGN 1101 BANNOCK ST. DENVER, CO 80204 303-892-1166 CONTACT: DANIEL BRASWELL/EVA MATHER	CIVIL ENGINEER MARTIN MARTIN 12499 WEST COLFAX AVE. LAKEWOOD, CO 80215 303-431-6100 CONTACT: DAVID KUNTZ

SHEET INDEX

1	COVER SHEET
2	CONCEPTUAL SITE PLAN

SITE DATA TABLE		
Site Development Information		
Existing Comprehensive Plan Designation	Mixed-Use	
Proposed Comprehensive Plan Designation	Medium Denisity Residential	
Existing Zone District	PUD - Planned Unit Development	
Proposed Zone District	R13 - Medium Density Residential	
Denisty (max)	13 du/ac	
Total Parcel Area	211,732 sf / 4.86 ac	
Housing Palette Lot Type	Urban Townhome	
Development Standards (Housing Palette Standards: 2-1-8-7- Townhomes)	Site	Standard
Lot Standards		
Lot Area (min)	1,480 sf	N/A
Lot Width (min)	Varies	N/A
Unit Width (min)	20 ft	16 ft
Lot Coverage (max)	90%	100%
Building and Parking Siting Standards		
Street Setback (min) ¹	10 ft	10 ft
Alley Garage Setback (min) ²	2 ft	2 ft
Non-Street Frontage Perimeter Setback (min) ³	15 ft	15 ft
Front Parking Setback (min) ⁴	20 ft	20 ft
Arterial Setback (min) ⁵	100 ft	100 ft
Building Standards		
Building Separation, Side to Side (min)	Min. +	10 ft
Building Separation, All Others (min)	Min. +	20 ft
Building Height (max)	35 ft	35 ft
ADU Building Height (max)	N/A	30 ft
Accessory Building Height (max)	N/A	18 ft
Mini-Structure Height (max)	12 ft	12 ft
Site Standards		
Landscape Area (min)	20%	20%
Amenitized Landscape Area (min)	5%	5%

Notes:

- Where garage access is directly from a side street, the minimum garage setback shall be 18 ft.
- The rear setback for alley-loaded garages shall be no less than 2 ft. and no more than 4 ft. or a minimum of 18 ft., at the Applicants discretion.
- If less than one-half of the units in a townhome building are adjacent to a non-street frontage perimeter, then the minimum setback shall be 10 feet.
- Except for driveways associated with single family and duplex units and multiplex buildings.
- Measured from the centerline of the arterial.

CANDELAS POINT BLOCK 3 - CANDELAS COMMERCIAL FILING NO. 2

REZONING CONCEPT PLAN

LOCATED IN SECTIONS 23 AND 23, TOWNSHIP 7 SOUTH, RANGE 707 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO



MORRIS-DESIGN.COM

CANDELAS POINT BLOCK 3
NW CORNER OF WILKERSON CT & HWY 72
ARVADA, COLORADO

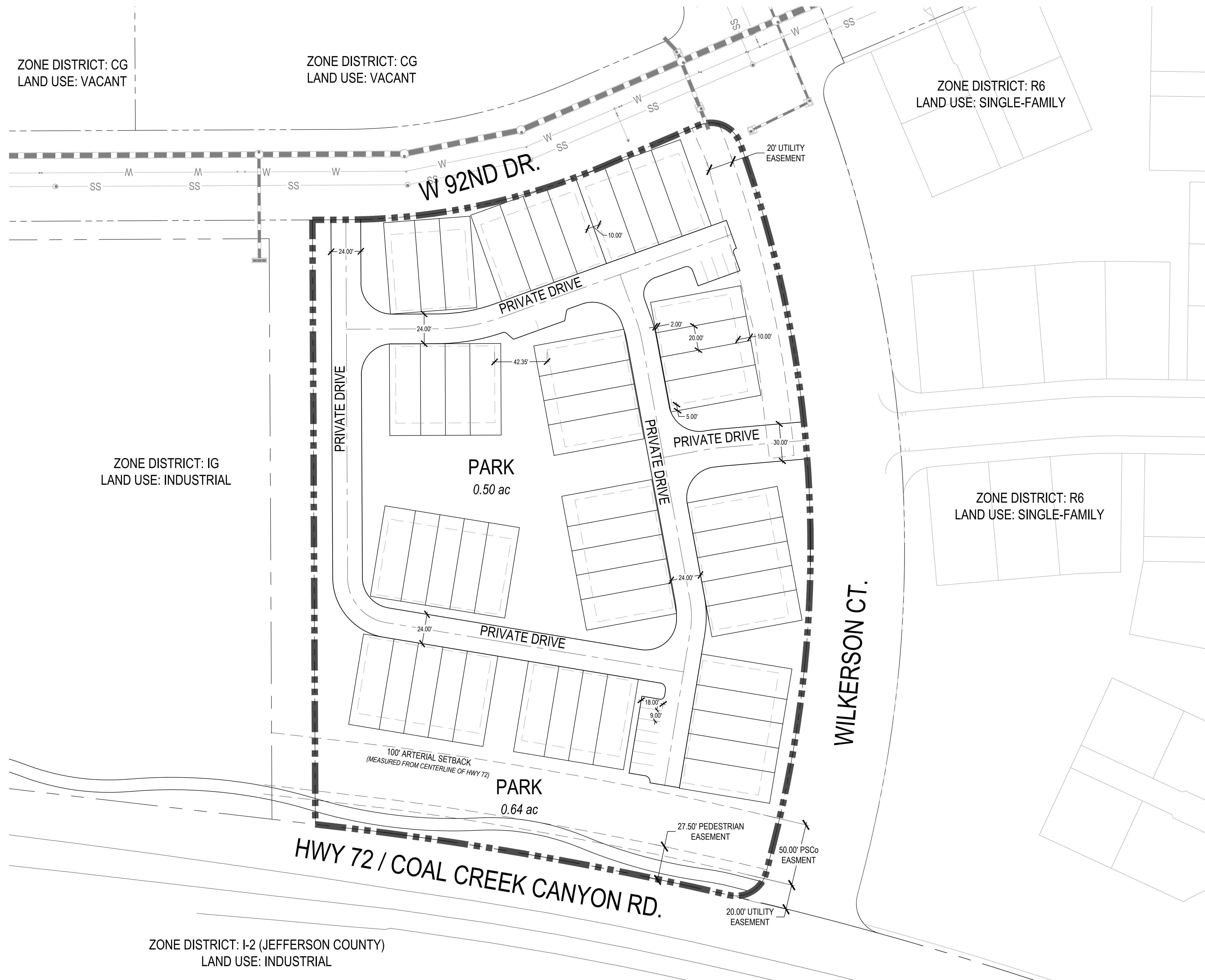
OWNER:
JEFFERY L NADING TRUST
8667 MONTE VISTA AVE
NIWOT CO 80503

NOT FOR
CONSTRUCTION

DATE:
05/30/25 SUBMITTAL 01
07/25/25 SUBMITTAL 02
09/02/25 SUBMITTAL 03

SHEET TITLE:
CONCEPT PLAN

2
SHEET 2 OF 2



LEGEND

PROPERTY LINE

LOT LINE

BUILDING ENVELOPE

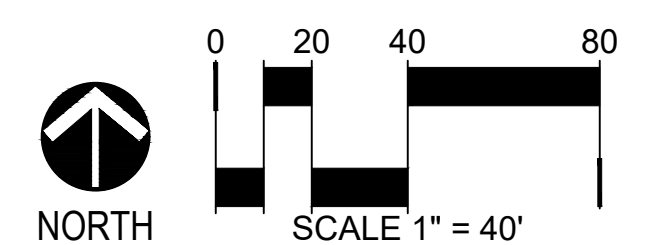
EXISTING STORM

EXISTING WATER

EXISTING SANITARY

EASEMENT

NOTE: THIS PLAN IS CONCEPTUAL AND SUBJECT TO
CHANGE AT TIME OF SITE PLAN.

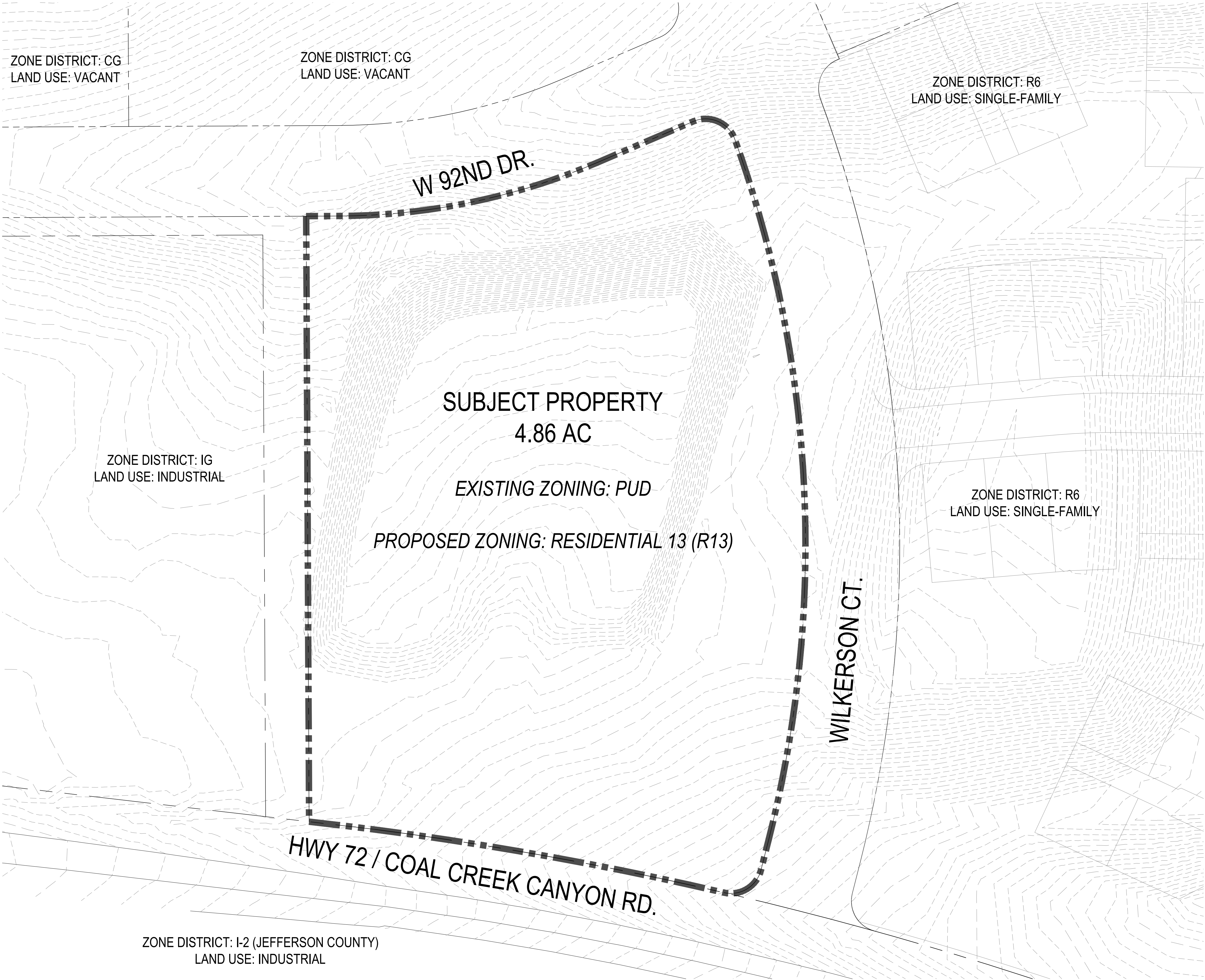


CHECKED BY: DB/EM
DRAWN BY: DB

CANDELAS POINT BLOCK 3 - CANDELAS COMMERCIAL FILING NO. 2

REZONING MAP

LOCATED IN SECTIONS 23 AND 23, TOWNSHIP 7 SOUTH, RANGE 707 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO



LEGEND

PROPERTY LINE

LEGAL DESCRIPTION

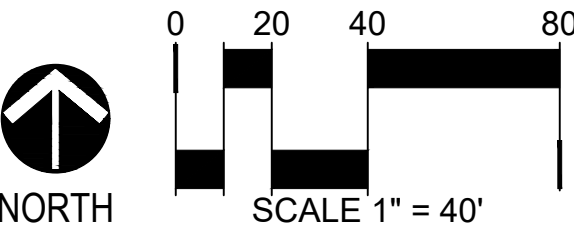
A PARCEL OF LAND LOCATED IN SECTIONS 23 AND 23, TOWNSHIP 7 SOUTH, RANGE 707 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF LOT1, BLOCK 3, CANDELAS COMMERCIAL FILING NO. 2, RECORDED IN RECEPTION NO. 2018066172 OF THE JEFFERSON COUNTY CLERK AND RECORDER OFFICE.

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 23, THENCE S65°15'11"E A DISTANCE OF 507.88 FEET TO THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY OF STATE HIGHWAY 72 AS DESCRIBED IN FEDERAL AID PROJECT NO. AA-13 UNIT NO. 2 STATE HIGHWAY NO. 72 & 93, BK. 421, PG. 86 BOOK 531 AT PAGE 322 AND THE EASTERLY PROPERTY LINE OF LOT 2, BLOCK 3, CANDELAS COMMERCIAL FILING NO. 2, RECORDED IN RECEPTION NO. 2018066172 POINT OF BEGINNING; THENCE ALONG SAID EASTERLY LINE, N00°16'36"W A DISTANCE OF 488.30 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF WEST 92ND/ DRIVE, RECORDED IN RECEPTION NO. 2018066172; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY THE FOLLOWING FOUR (4) CONSECUTIVE COURSES: 1) N89°43'24"E A DISTANCE OF 27.40 FEET; 2) THENCE 212.90 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 532.00 FEET, A CENTRAL ANGLE OF 22°55'44", AND A CHORD WHICH BEARS N78°15'32"E A DISTANCE OF 211.48 FEET; 3) THENCE N66°47'40"E A DISTANCE OF 84.53 FEET; 4)THENCE 40.78 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 93°27'55", AND A CHORD WHICH BEARS S66°28'22"E A DISTANCE OF 36.41 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF WILKERSON COURT, RECORDED IN RECEPTION NO. 2018066172; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING THREE (3) CONSECUTIVE COURSES: 1) THENCE 573.25 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 968.00 FEET, A CENTRAL ANGLE OF 33°55'51", AND A CHORD WHICH BEARS S02°46'29"E A DISTANCE OF 564.91 FEET; 2) THENCE S14°11'26"W A DISTANCE OF 25.72 FEET; 3) THENCE 38.79 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 88°53'31", AND A CHORD WHICH BEARS S58°38'10"W A DISTANCE OF 35.01 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF STATE HIGHWAY 72 AS DESCRIBED IN FEDERAL AID PROJECT NO. AA-13 UNIT NO. 2 STATE HIGHWAY NO. 72 & 93, BK. 421, PG. 86 BOOK 531 AT PAGE 322; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) CONSECUTIVE COURSES: 1) THENCE 285.69 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2920.00 FEET, A CENTRAL ANGLE OF 05°36'21", AND A CHORD WHICH BEARS N79°43'15"W A DISTANCE OF 285.58 FEET; 2) THENCE N83°21'14"W A DISTANCE OF 53.68 FEET TO THE POINT OF BEGINNING;

PARCEL CONTAINS 4.86 ACRES OR 211,732.61 SQUARE FEET MORE OR LESS.

ALL LINEAL DIMENSIONS ARE IN U.S. SURVEY FEET.



CANDELAS POINT BLOCK 3

CITY COUNCIL MEETING

DECEMBER 16, 2025

MEET OUR TEAM

JEFF NADING

Owner



Developer



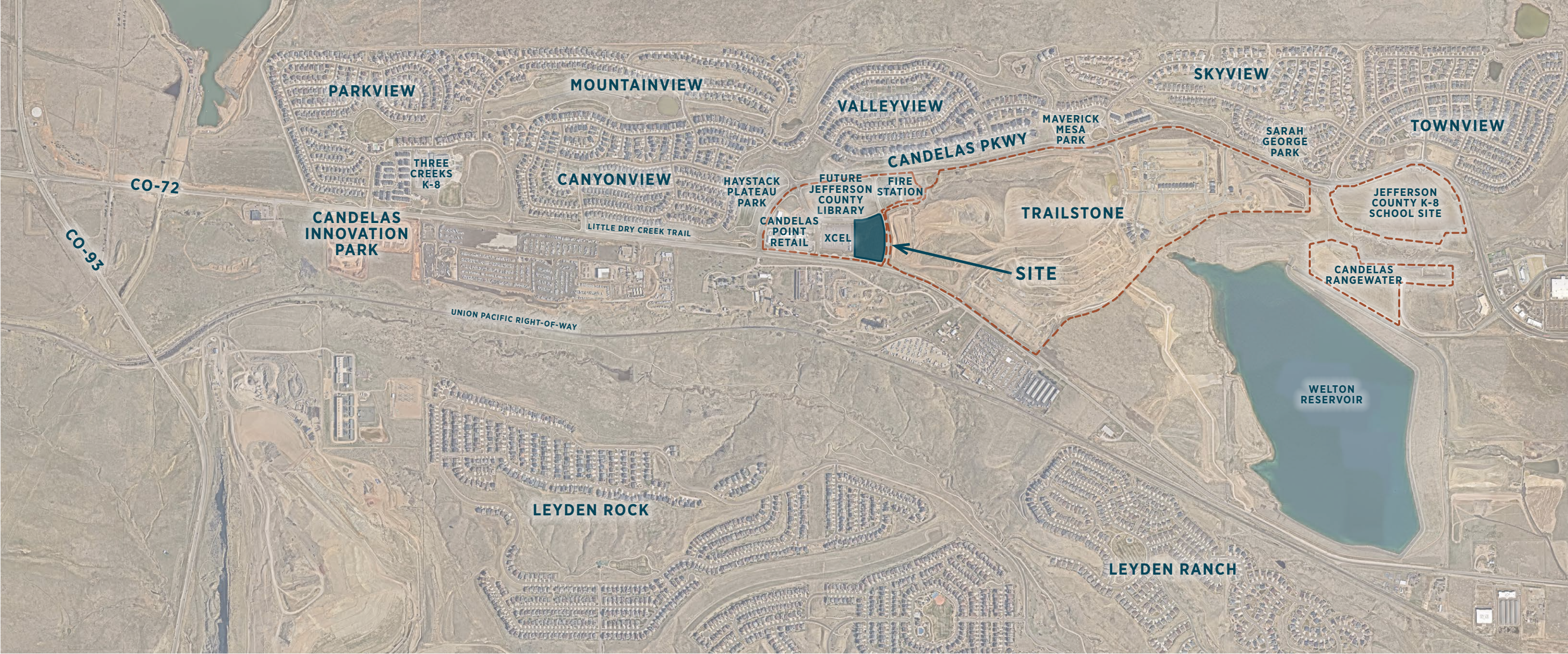
Planning / Landscape
Architecture



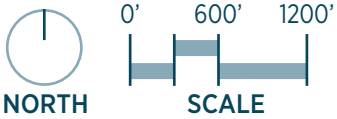
Civil Engineer



Traffic Engineer



CANDELAS POINT BLOCK 3 | SITE LOCATION



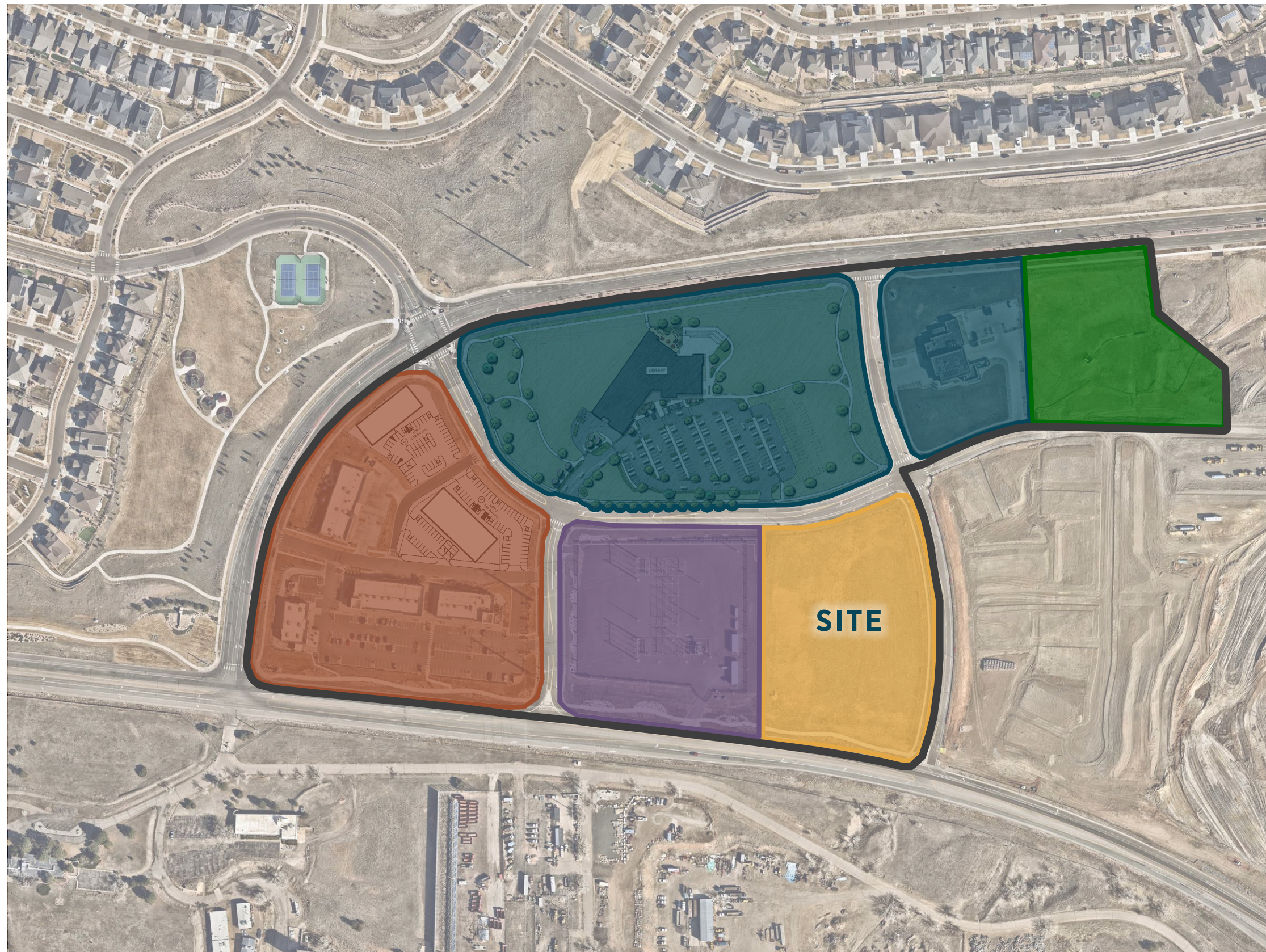
- Block 3 is undeveloped
- Currently zoned as PUD-BPR, which allows commercial, office, retail, Single-Family, and Multi-Family Residential at a density of 12-30 du/ac
- Rezoning from PUD-BPR to R13 to allow for townhomes
 - 10.7 du/ac
 - Introduces a complementary residential density that supports walkability, activates nearby commercial uses, and enhances synergy with planned amenities like the future library
- Proposing a Comprehensive Plan Amendment to Medium Density Residential to align with the zoning
- Final piece of the Candelas Point build out and final opportunity to add residential uses
- Lots 1 and 3 of Candelas Point are currently under design, proposed as retail pad sites
- Block 3 is the only residential parcel in the Candelas Point PUD to help fulfill the mixed-use vision



CANDELAS POINT BLOCK 3 | PROJECT/DEVELOPMENT OVERVIEW

PLANNING COMMISSION

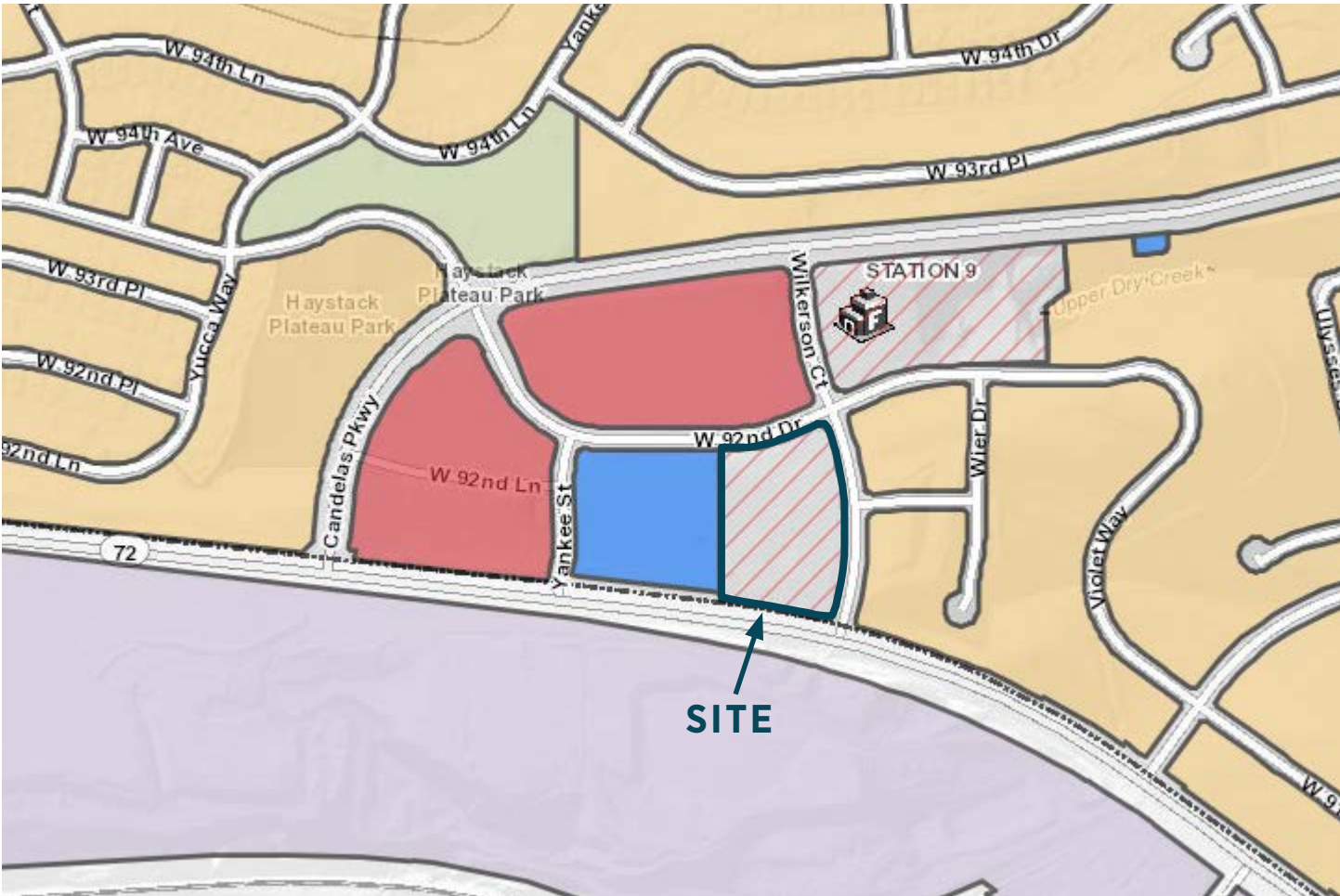
- Held November 5, 2025 - 1,000-foot notice
- Planning Commission voted 6-0 in favor of approval



- Commercial Uses
- Public / Civic Uses
- Utility / Light Industrial Use
- Water Detention Use
- Medium Density Residential Use

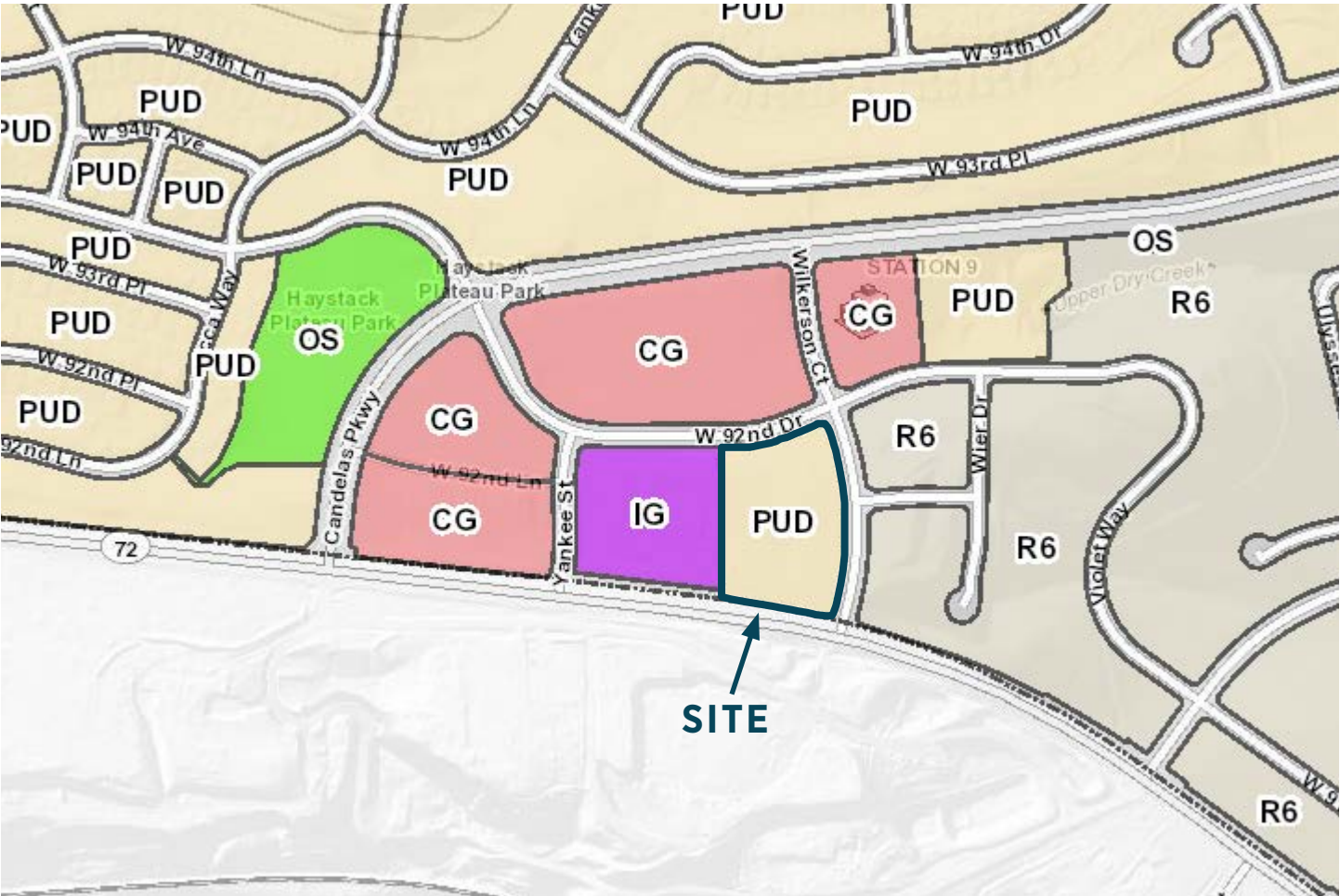
CANDELAS POINT BLOCK 3 | CANDELAS POINT MIX OF LAND USES

EXISTING COMPREHENSIVE PLAN



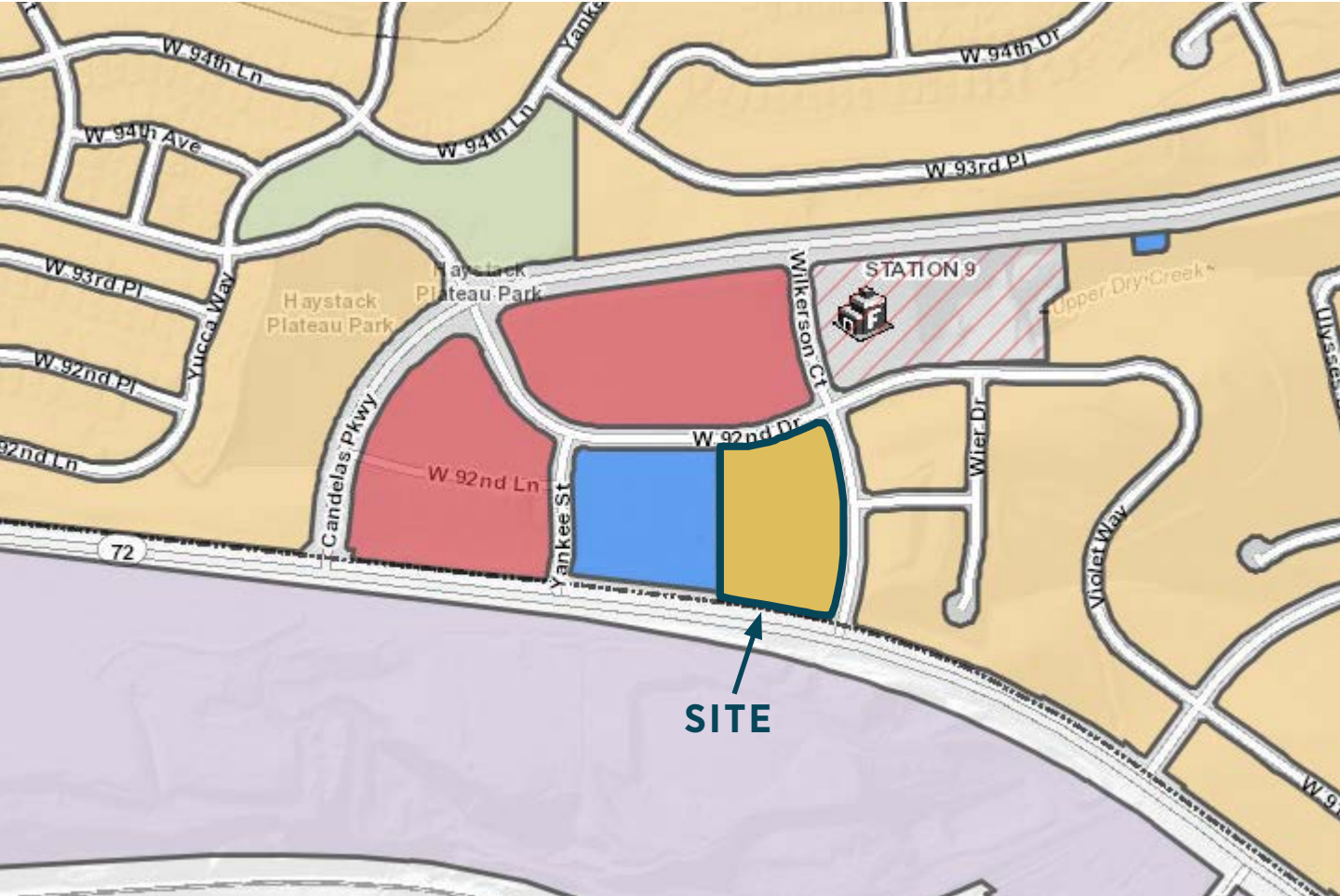
-  **Mixed Use**
-  Suburban Residential
-  Medium Density Residential
-  Neighborhood/Community Commercial
-  Public/Quasi-Public
-  Industrial/Office
-  Parks and Open Space

EXISTING ZONING



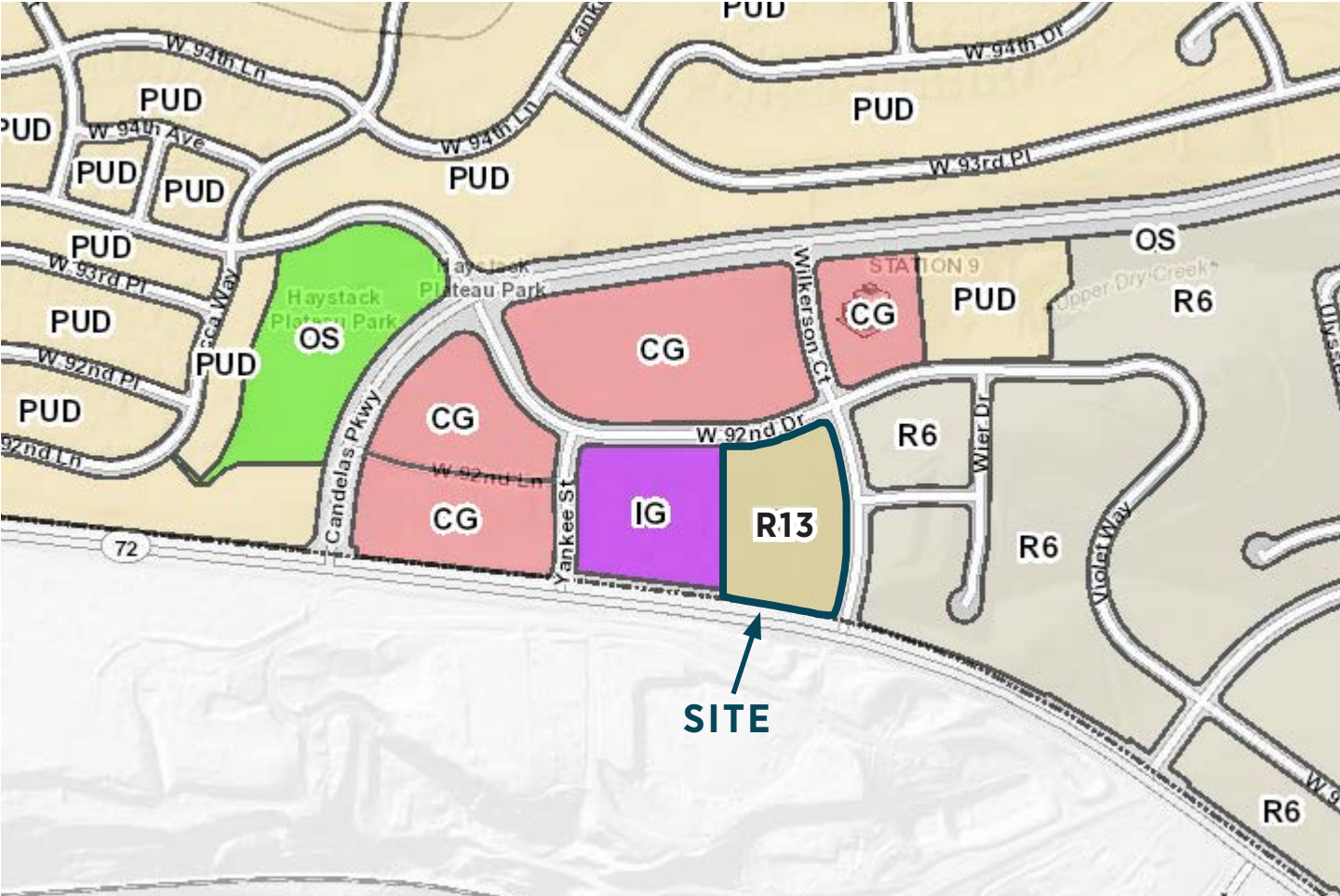
-  **PUD**
-  R6 - Suburban Residential
-  R13 - Medium Density Residential
-  CG - General Commercial
-  IG - General Industrial
-  OS - Parks and Open Space

PROPOSED COMPREHENSIVE PLAN



- Mixed Use
- Suburban Residential
- Medium Density Residential**
- Neighborhood/Community Commercial
- Public/Quasi-Public
- Industrial/Office
- Parks and Open Space

PROPOSED ZONING



- PUD
- R6 - Suburban Residential
- R13 - Medium Density Residential**
- CG - General Commercial
- IG - General Industrial
- OS - Parks and Open Space

- 52 two-story townhomes, at a proposed density of 10.7 du/acre
- Appx. 0.5-acre central green space and appx. 0.64-acre trail corridor
- Private road connections to W 92nd Dr and Wilkerson Ct
- Trail connection to Little Dry Creek Trail
- Anticipated landscape buffer from substation (Buffer Option D per Division 4-6-5 of Arvada's Land Development Code)
- Property is a part of the Jefferson Center Metro District No. 2



NOTE: PLAN IS CONCEPTUAL AND SUBJECT TO CHANGE AT TIME OF SITE PLAN

NEIGHBORHOOD MEETING FEEDBACK

- Held May 14, 2025 - 1,000-foot notice
- Impact on existing infrastructure and City’s ability to serve new residents
 - » Site is part of a broader infrastructure master plan that is substantially complete in this area
 - » Public right-of-way infrastructure is already in place and only requires connections to this property
 - » Improvements on Hwy 72 and 93 are scheduled to be completed by year’s end
- Safe access to project site due to fast-moving vehicles on Hwy 72
 - » Housing will be located at least 100 feet from Hwy 72 with no direct highway access
 - » JCMD is working with CDOT to lower speed limits and install traffic signals
- Public School Capacity
 - » Candelas dedicated a new K-8 school to Jefferson County School District to serve the area’s population

COMPREHENSIVE PLAN COMPARISON

	Mixed-Use	Medium Density Residential
Primary Uses	Retail, office, light industrial, live-work, and medium- and higher-density residential	Single-family residences, duplexes, patio homes, townhomes , and condominiums
Secondary Uses	Open space, recreation, places of assembly and public uses	Open space and recreation, schools, places of assembly, and other public uses
Characteristics	Intent is to create an environment that has employment and shopping opportunities, a range of housing types and parks, open space and civic uses, if appropriate	Desirable way of transitioning between high-density residential and low-density residential; clustering is encouraged to provide greater amounts of open space
Location	Near collector or arterial streets or transit facilities	Near commercial services ; generally served by collector streets or arterial streets and ideally will be served by transit
Density / Intensity	- Density greater than residential zone districts for residential projects should be provided to provide greater housing diversity and support transit - Where appropriate, building height transitions and step-downs should be provided to be compatible with adjacent development	Greater than 6 du/acre and up to 13 du/acre
Zoning Districts	MX-S — Mixed-Use, Suburban District MX-U — Mixed-Use, Urban District MX-T — Mixed-Use, Transit District OT that allows a mix of commercial and residential uses — Olde Town District Any PUD that allows mixed-use development —Planned Unit Development District	R13 —Residential 13 District Any PUD greater than 6 dwelling units per acre and up to 13 dwelling units per acre —Planned Unit Development District

APPROVAL CRITERIA- COMPREHENSIVE PLAN

1.	The existing comprehensive plan and/or any related element thereof is in need of the proposed amendment.	Amending to MDR: - Allows for the R13 zoning category - Aligns with the City’s goals for diverse and attainable housing and reflects the site’s context - Supports the goal for mixed uses as this project contributes to the larger whole, adding housing to the current retail and civic uses.
2	The proposed amendment is compatible with the surrounding area and the goals and policies of the Comprehensive Plan.	- Fulfills the full vision of mixed use by providing the residential mix - Provides additional housing units to support the commercial retail base - Expands and diversifies residential housing options to meet the needs of Arvada’s citizens in order to help retain existing businesses.
3	The proposed amendment will have no major negative impacts on transportation, services, and facilities.	The proposed amendment will have no major negative impacts on transportation, services or facilities.
4	The proposed amendment will have minimal effect on service provision, including adequacy or availability of urban facilities and services, and is compatible with existing and planned service provisions.	The proposed project will have minimal effect on urban facilities and services and is compatible with the existing and planned service provisions.
5	The proposed amendment, if for an area outside of the City’s current municipal boundaries, is consistent with the City’s ability to annex property	The proposed amendment is within the City’s current municipal boundaries.
6	Strict adherence to the existing comprehensive plan would result in a situation neither intended nor in keeping with other key elements and policies of the plan	- 10.7 du/acre = compatible transition with surrounding uses - Supports Comprehensive Plan goals for housing variety, neighborhood compatibility, and open space connectivity. - Strict adherence to the existing land use designation would require a higher housing densities and could lead to incompatible development.
7	The proposed plan amendment will promote the public welfare and will be consistent with the goals and policies of the comprehensive plan and the elements thereof.	Promotes the public welfare and will be consistent with the goals and policies by providing additional housing units and diversity of housing choices.

APPROVAL CRITERIA - REZONING

1.	The zoning or rezoning is consistent with the Arvada Comprehensive Plan, or reflects conditions that have changed since the adoption of the Comprehensive Plan.	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 Candelas area by introducing medium-density residential that complements adjacent retail, supports future amenities like the library , and enhances overall area activation. The Comprehensive Plan needs to be updated to MDR allow for The R13 zoning category, but the vision for a mixed use site will remain.
2	The intended land use is consistent with the stated intent of the proposed zone district.	The proposed R13 zone supports residential development up to 13 units/acre . The proposed two-story townhomes at 10.7 units/acre are consistent with the district’s intent and development standards.
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.	All necessary public facilities and services —utilities, transportation, and emergency services— will be available prior to development, with no reduction in service levels to existing developments .
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.	No significant adverse environmental impacts are anticipated. Any identified impacts on air, water, noise, stormwater, or wildlife will be mitigated in accordance with City and/or State standards.
5	The rezoning is compatible with existing and 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 incompatibility.	The rezoning is compatible with nearby residential and commercial uses , including new retail, the future Jefferson County Library, and a fire station. With commercial uses located to the west and R-6 residential located to the east, the R-13 zoning and townhomes provide the ideal transitional use in the larger mixed use context of the area.

THANK YOU!

BACKUP SLIDES





REPORT FROM CITY COUNCIL

AGENDA ITEM
12.A.

DATE: December 16, 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 16, 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	11/24/2025
Jessica Morales, Deputy City Attorney	11/25/2025
Linda Haley, Deputy City Manager	11/25/2025
Don Wick, City Manager	11/26/2025

Enclosure, exhibits & attachments required to support the report

2026 CITY COUNCIL WORKSHOPS, STUDY SESSIONS, PRESENTATIONS AND RETREATS (TENTATIVE)

WORKSHOPS	Date	Lead
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
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	
ADA Transition Plan Updates	Mar 10	INFRA
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		
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		