City of Arvada
City Council Agenda
JANUARY 20, 2026

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 (If Needed)
5:00 P.M.

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. January 6, 2026 City Council Meeting

5. Recognitions and Communications - None

6. Presentations - None

7. Public Comment on Issues not Scheduled on Agenda - Three Minute Limit

8. New Business
   A. Consent Agenda
      1. R26-006, A Resolution Authorizing an Amendment to the Intergovernmental Agreement Between Jefferson County and the Cities of Arvada, Lakewood, Wheat Ridge, Golden, Westminster, and Edgewater for Animal Shelter, Dog Licensing, and Funding to Update the Dog Licensing Requirements and Provisions Related to the Support of Shelter Operations
   B. Resolutions - None
   C. Ordinances (First Reading) - None

9. Other

10. Public Hearings - 6:15 PM - None

11. Workshops
    A. W. 72nd Ave Bond Project Update

12. Public Comment - Five Minute Limit

13. Reports from City Council
    A. Council Committee Reports

14. Reports from City Manager
    A. Review of Future Workshops and Presentations

15. Reports from City Attorney

16. Adjournment

SUMMARY OF MINUTES OF THE MEETING OF THE ARVADA CITY COUNCIL HELD JANUARY 6, 2026

1. Executive Session – 5:00 p.m.
   A. Legal Advice, Pursuant to CRS 24-6-402(4)(b) and Instructions to Negotiators, Pursuant to CRS 24-6- 402(4)(e) re request for boundary exchange between JCMD No. 1 and JCMD No. 2.

Councilmember Davis moved to go into executive session for Legal Advice, Pursuant to CRS 24-6-402(4)(b) and Instructions to Negotiators, Pursuant to CRS 24-6- 402(4)(e) re request for boundary exchange between JCMD No. 1 and JCMD No. 2.

The following votes were cast on the Motion:
Those voting Yes: Simpson, Moorman, Davis, Fifer, Griffith, Lovisone
Those Absent: Ambrose
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 Lauren Simpson, Mayor Pro Tem Randy Moorman, Councilmember Sharon Davis, Councilmember Bob Fifer, Councilmember Michael Griffith, Councilmember Rebecka Lovisone.

Councilmember Fifer moved to excuse Councilmember Ambrose from the meeting.

The following votes were cast on the Motion:
Those voting Yes: Simpson, Moorman, Davis, Fifer, Griffith, Lovisone
Those Absent: Ambrose
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 – December 16, 2025

The minutes stand approved.

5. Recognition and Communication –

A. Proclamation for National Radon Action Month

Councilmember Lovisone read the proclamation and said that City Council will designate January 2026 as National Radon Action Month.

Tracy Volkmann, Senior Environmental Health Specialist with Jefferson County Public Health, was present to accept the proclamation.

6. Public Comment –

A, Karen Gerbasch, Arvada resident, addressed council regarding the Climate and Sustainability Plan and Artificial Turf

B. Brett Vernon, Arvada resident, addressed council regarding the Jefferson Parkway.

C. Craig Haggitt, Arvada resident, representing the Arvada Historical Society, addressed council regarding the Allen House,

D. Pat Malone, Arvada resident, addressed council regarding immigration.

7. New Business

A. Consent Agenda –

1. R26-001 A Resolution Designating a Public Place for the Posting of Notice of Meetings for the City Council of the City of Arvada and All Boards, Commissions, and Committees of the City Council of the City of Arvada for the Year 2026
2. R26-002 A Resolution Authorizing an Easement Encroachment Agreement Between the City of Arvada and TH Hillcrest LLC for the Hillcrest Lofts Development
3. R26-003 A Resolution Authorizing A Lease Agreement By and Between the City of Arvada and the Arvada Historical Society for the Property located at 11200 Ralston Road, Arvada, CO 80004, also known as the Allen House
4. R26-004 A Resolution Authorizing an Agreement Between the City of Arvada and RMTS, INC., d/b/a Rocky Mountain Turf Solutions, for Goods and Services Relating to Synthetic Turf Replacement in an Amount not to Exceed $1,080,000.00
5. R26-005 A Resolution Authorizing the Issuance of a Blanket Purchase Order in the Amount of $950,000.00 to Senergy Petroleum, LLC for the Purchase of Fuel Used in City Vehicles and Equipment

Councilmember Davis moved that R26-001, A Resolution Designating a Public Place for the Posting of Notice of Meetings for the City Council of the City of Arvada and All Boards, Commissions, and Committees of the City Council of the City of Arvada for the Year 2026; R26-002, A Resolution Authorizing an Easement Encroachment Agreement Between the City of Arvada and TH Hillcrest LLC for the Hillcrest Lofts Development; R26-003, A Resolution Authorizing A Lease Agreement By and Between the City of Arvada and the Arvada Historical Society for the Property located at 11200 Ralston Road, Arvada, CO 80004, also known as the

Allen House; R26-004, Resolution Authorizing an Agreement Between the City of Arvada and RMTS, INC., d/b/a Rocky Mountain Turf Solutions, for Goods and Services Relating to Synthetic Turf Replacement in an Amount not to Exceed $1,080,000.00; R26-005, A Resolution Authorizing the Issuance of a Blanket Purchase Order in the Amount of $950,000.00 to Senergy Petroleum, LLC for the Purchase of Fuel Used in City Vehicles and Equipment, be approved.

The following votes were cast on the Motion:
Those voting Yes: Simpson, Moorman, Davis, Fifer, Griffith, Lovisone
Those Absent: Ambrose
The Motion was Approved

B. Resolutions – None

C. Ordinances (First Reading) - None

10. Other - None

11. Public Hearings – None

12. Public Comment - Five Minute Limit – None

13. City Council Reports –

A, Councilmember Davis thanked city staff for all their work during the recent wind event.

B. Councilmember Lovisone gave an update regarding the recent meeting she attended with the Olde Town Business Improvement District.

C. Mayor Simpson thanked city staff for all their work during the recent wind event.

D. Mayor Simpson discussed the Arvada Center production of Frozen and said that Romeo and Juliet is coming soon.

14. City Manager Reports –

A. Don Wick, City Manager, provided an overview of the wind event, including coordination efforts with CDOT and Jefferson County, and explained that the Emergency Operations Center was prepared to open if necessary. He reported that there was no property damage and no accidents, injuries, or fatalities associated with the event.

B. Mr. Wick reviewed the upcoming study session and workshop schedule.

15. City Attorney Reports –

A, Rachel Morris, City Attorney, said that council is going upstairs for an Executive Session for Instructions to Negotiators, Pursuant to CRS 24-6-402(4)(e) re Cost Projections and Negotiations with Contractors for W. 72nd Ave. Bond Project.

17. Executive Session – Third Floor Conference Room

A. Instructions to Negotiators, Pursuant to CRS 24-6-402(4)(e) re Cost Projections and Negotiations with Contractors for W. 72nd Ave. Bond Project

Councilmember Davis moved to go into executive session for Instructions to Negotiators, Pursuant to CRS 24-6-402(4)(e) re Cost Projections and Negotiations with Contractors for W. 72nd Ave. Bond Project.

The following votes were cast on the Motion:
Those voting Yes: Simpson, Moorman, Davis, Fifer, Griffith, Lovisone
Those Absent: Ambrose
The Motion was Approved

16. Adjournment at 8:25 p.m.

____
Lauren Simpson, Mayor

SEAL:

____
Kristen R. Rush, City Clerk

CITY OF ARVADA

REPORT TO CITY COUNCIL	AGENDA ITEM 8.A.

TO: THE HONORABLE CITY COUNCIL DATE: January 20, 2026

SUBJECT: Consent Agenda

Report in Brief

1. R26-006, A Resolution Authorizing an Amendment to the Intergovernmental Agreement Between Jefferson County and the Cities of Arvada, Lakewood, Wheat Ridge, Golden, Westminster, and Edgewater for Animal Shelter, Dog Licensing, and Funding to Update the Dog Licensing Requirements and Provisions Related to the Support of Shelter Operations

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: January 20, 2026

SUBJECT: R26-006, A Resolution Authorizing an Amendment to the Intergovernmental Agreement Between Jefferson County and the Cities of Arvada, Lakewood, Wheat Ridge, Golden, Westminster, and Edgewater for Animal Shelter, Dog Licensing, and Funding to Update the Dog Licensing Requirements and Provisions Related to the Support of Shelter Operations

Report in Brief

PRESENTER: Rachel Morris, City Attorney.

Since 2007, the City of Arvada has participated in a series of intergovernmental agreements (IGAs) with Jefferson County and the cities of Golden, Lakewood, Wheat Ridge, Westminster, and Edgewater to fund, operate, and maintain the Foothills Animal Shelter. In 2012, the parties entered into an IGA that formally established the Foothills Animal Shelter (the "Shelter") and created an annual assessment to fund shelter operations (the "2012 IGA"). The parties amended the 2012 IGA in 2022 by executing an amended IGA ("2022 IGA"). In June 2023, the parties began negotiations for a new amended IGA now identified as the "2024 IGA." The purpose of this Resolution is to submit the 2024 IGA for the Arvada City Council's approval.

The Arvada team recommends that the City Council approve R26-006, A Resolution Authorizing an Amendment to the Intergovernmental Agreement Between Jefferson County and the Cities of Arvada, Lakewood, Wheat Ridge, Golden, Westminster, and Edgewater for Animal Shelter, Dog Licensing, and Funding to Update the Dog Licensing Requirements and Provisions Related to the Support of Shelter Operations.

Financial Impact

Based on the funding formula in the 2024 IGA:

- Arvada's annual financial commitment to the Shelter for facility operations and capital maintenance is approximately $269,000.00; and
- The City's share of the debt service for construction of the facilities is $86,886.00 payable to Jefferson County.

Background

Since 2007, the City of Arvada has participated in a series of IGAs with Jefferson County and the cities of Golden, Lakewood, Wheat Ridge, Westminster, and Edgewater to fund, operate, and maintain the Foothills Animal Shelter. Early agreements relied on a countywide dog licensing program to help fund construction of the Shelter. In 2012, the parties entered int the 2012 IGA to formally establish the Shelter as a separate legal entity and create an annual assessment to fund shelter operations, with dog licensing revenue intended to offset the costs.

However, dog licensing revenues consistently fell short of projections. In response, the parties adopted the 2022 IGA that removed licensing compliance targets and revised the funding model to rely on a predictable annual assessment, offset by any dog licensing revenue generated by each jurisdiction.

In June 2023, Jefferson County provided written notice of its intent to terminate its participation in the 2022 IGA effective December 31, 2023. In response, the County and City Managers began to jointly negotiate further amendments to stabilize the funding and operations of the shelter. To allow time for negotiations, Jefferson County extended their notice of termination.

On July 2, 2024, all parties agreed on a proposed amendment to the 2022 IGA, and Jefferson County staff requested that all parties adopt the amended 2024 IGA. Golden, Wheatridge and Lakewood approved and adopted the 2024 IGA. However, on August 20, 2024, before the remaining parties, including Arvada, could take action, Jefferson County requested that the parties delay approval to allow for additional negotiations. Jefferson County has since extended their notice of termination multiple times, and no progress on further negotiations has occurred since early 2025. This ongoing uncertainty has created operational, financial, and planning instability for the Shelter.

In November 2025, the City of Westminster approved the 2024 IGA and requested that the remaining municipalities do the same.

Discussion

If approved, the 2024 IGA would:

- Make dog licensing optional for each jurisdiction;
- Remove licensing requirements from the 2022 IGA;
- Establish a predictable annual assessment for all partners; and
- Authorize development of a separate Operations IGA that includes Foothills Animal Shelter as a party.

In terms of impact on the community, the Shelter is an essential regional service. In 2024, the Shelter served nearly 9,000 animals, adopted out over 5,600 pets, and reunited more than 1,200 lost pets with their owners.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The proposed 2024 IGA is consistent with the City Council's Strategic Result for Quality of Life, specifically Strategic Goal 1, which states "create a safe community for all to enjoy through education, neighborhood connection, and engagement while also ensuring compliance with laws and ordinances."

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R26-006, A Resolution Authorizing an Amendment to the Intergovernmental Agreement Between Jefferson County and the Cities of Arvada, Lakewood, Wheat Ridge, Golden, Westminster, and Edgewater for Animal Shelter, Dog Licensing, and Funding to Update the Dog Licensing Requirements and Provisions Related to the Support of Shelter Operations.

Suggested Motion:

I move that R26-006, A Resolution Authorizing an Amendment to the Intergovernmental Agreement Between Jefferson County and the Cities of Arvada, Lakewood, Wheat Ridge, Golden, Westminster, and Edgewater for Animal Shelter, Dog Licensing, and Funding to Update the Dog Licensing Requirements and Provisions Related to the Support of Shelter Operations, be (approved) (rejected).

Prepared by:
Laura Hemler, Assistant City Attorney

Reviewed by:

Approved by:

Laura Hemler, Assistant City Attorney	12/31/2025
Gabriella Bommer, Director of Human Resources	01/02/2026
Rachel Morris, City Attorney	01/06/2026
Linda Haley, Deputy City Manager	01/06/2026
Don Wick, City Manager	01/07/2026

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R26-006

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN JEFFERSON COUNTY AND THE CITIES OF ARVADA, LAKEWOOD, WHEAT RIDGE, GOLDEN, WESTMINSTER, AND EDGEWATER FOR ANIMAL SHELTER, DOG LICENSING, AND FUNDING TO UPDATE THE DOG LICENSING REQUIREMENTS AND PROVISIONS RELATED TO THE SUPPORT OF SHELTER OPERATIONS

WHEREAS, in 2012, Jefferson County and the Cities of Arvada, Lakewood, Wheat Ridge, Golden, Westminster, and Edgewater entered into an intergovernmental agreement to operate and administer the Foothills Animal Shelter (the "Foothills IGA"); and

WHEREAS, in Summer 2024, the Jefferson County Manager and City Managers negotiated an amendment to the Foothills IGA, which is attached hereto; and

WHEREAS, the amendment has not substantively changed since Summer 2024; and

WHEREAS, the municipal parties to the Foothills IGA are moving forward in signing the amendment; and

WHEREAS, the Arvada City Council now wishes to proceed in signing the amendment.

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

<u>Section 1.</u> The Mayor or Mayor Pro Tem is authorized to sign and the City Clerk to attest, in form approved by the City Attorney, the amended Intergovernmental Agreement, which is in substantially the same form as that attached hereto, by and between Jefferson County and the Cities of Lakewood, Wheat Ridge, Golden, Westminster and Edgewater for animal sheltering, dog licensing, and funding.

<u>Section 2.</u> This resolution shall be effective upon its approval by the City Council.

APPROVED AND ADOPTED this 20th day of January, 2026.

____
Lauren Simpson, Mayor

ATTEST:

____
City Clerk

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

By: ____

INTERGOVERNMENTAL AGREEMENT BETWEEN JEFFERSON COUNTY AND THE CITIES OF ARVADA, LAKEWOOD, WHEAT RIDGE, GOLDEN, WESTMINSTER AND EDGEWATER

ANIMAL SHELTER/DOG LICENSING /FUNDING

THIS AMENDED INTERGOVERNMENTAL AGREEMENT ("Amended IGA"), dated for reference purposes only this________, 2024, is made and entered into by and between the **COUNTY OF JEFFERSON, STATE OF COLORADO**, a body politic and corporate (the ***"County"***); the **CITY OF ARVADA**, a municipal corporation ***("Arvada"***); the **CITY OF LAKEWOOD**, a municipal corporation ***("Lakewood"***); the **CITY OF WHEAT RIDGE**, a municipal corporation ***("Wheat Ridge"***) ; and the **CITY OF GOLDEN**, a municipal corporation ***("Golden"***); and the **CITY OF WESTMINSTER**, a municipal corporation ***("Westminster"***); and the **CITY OF EDGEWATER**, a municipal corporation ***("Edgewater"***)(collectively, the "***Parties***" and individually a ***"Party"***)(Arvada, Lakewood, Wheat Ridge, Golden, Westminster, and Edgewater may be referred to individually as a ***"City"*** or collectively as the ***"Cities"***).

RECITALS

1. C.R.S. Section 30-15-101(1) authorizes the board of county commissioners of each county to establish an animal holding facility and engage personnel to operate it, provide for the impoundment of animals, and to establish terms and conditions for the release or other disposition of impounded animals.

2. C.R.S. Section 30-15-101(2) authorizes counties and municipalities to enter into an intergovernmental agreement to provide for the control, licensing, impounding, or disposition of pet animals or to provide for the accomplishment of any other aspect of a county or municipal dog control or pet animal control licensing resolution or ordinance.

3. C.R.S. Section 31-15-401 (m)(I) authorizes municipalities to regulate and control animals within the municipality including, but not limited to, licensing, impoundment, and disposition of impounded animals.

4. Part 2 of Article I of Title 29, C.R.S. permits and encourages governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other governments

5. Part 2 of Article I of Title 29, C.R.S. authorizes governments to contract with one another to provide any function, service, or facility lawfully authorized to each of the contracting units through the establishment of a separate legal entity.

6. Pursuant to C.R.S. Section 30-11-107(1) the Parties are authorized to enter into agreements for the joint use and occupation of public buildings.

7. Parties (except Edgewater) entered into an Intergovernmental Agreement for Implementation of a County-Wide Dog Licensing Program ***("Dog Licensing IGA"***) which established a ***"Dog Licensing Program"*** and provided that the revenue from licensing would be used to construct a new animal shelter facility due to the deterioration of the prior facility.

8. On January 1, 2009, the Parties (except Edgewater) entered into an Intergovernmental Agreement for the Reimbursement Costs Associated with the Construction of the Table Mountain Animal Center f/n/a Jefferson Animal Shelter n/k/a Foothills Animal Shelter ***("Facility Funding IGA"***), in which the County agreed (1) to issue Certificates of Participation ("***COP***s") in the amount of $5,200,000 which expire in 2029; (2) contribute $3,000,000; and, (3) to provide additional financing in the amount of $1,500,000. In accordance with the terms of the Facility Funding IGA, the Cities have repaid the County the $1,500,000.

9. On August 15, 2012, the Parties entered into an Animal Shelter/Dog Licensing/Funding Intergovernmental Agreement ***(***"***2012 Facility IGA***") that renamed Table Mountain Animal Center the Foothills Animal Shelter ("***Shelter"***). The 2012 Facility IGA, provided that the Parties were to no longer pay annual assessments for the operation of the Shelter, to instead use Dog Licensing Program revenues for the operation of the Shelter, and to provide for repayment of the COPs by the Cities to the County.

10. On February 3, 2022, the Parties entered in an Amended and Restated Animal Shelter/Dog Licensing/Funding IGA ("***2022 IGA***") which amended and restated the 2012 Facility IGA and superseded and terminated the 2007 Dog Licensing IGA to, in part, provide for the Parties to pay an annual assessment for the operation of the Shelter and use the revenue from the Dog Licensing Program to offset the cost of operating the Shelter.

11. By this Amendment, the Parties desire to amend the 2022 IGA as set forth hereinafter, to make participation in the Dog Licensing Program optional, remove licensing requirements, set an assessment calculation that is predictable for the Parties, and to authorize the development at a later date, an IGA that includes the Shelter as a party to establish operational terms (Operations IGA).

NOW, THEREFORE, in consideration of the mutual covenants and agreement of the Parties hereinafter contained, the receipt and sufficiency of which are hereby confessed, it is understood and agreed as follows:

PART 1. FOOTHILLS ANIMAL SHELTER FORMATION AND OPERATION

I. GENERAL PROVISIONS

A. ESTABLISHMENT OF FOOTHILLS ANIMAL SHELTER. The Parties reaffirm the establishment of the separate legal entity known as the Foothills Animal Shelter, which is responsible for the administration and operation of the Shelter and the Facility.

B. FACILITY LEASE. The Shelter entered into the Lease Agreement dated August 9, 2010 ***("Lease Agreement"***) with the County for the Facility located at 580 McIntyre Street, Golden CO 80401. The Shelter, for the purpose of, organizing, administering, and operating the central animal facility on the land so leased, will improve, maintain, and operate the Facility as provided herein and as provided in the Lease Agreement.

C. JURISDICTION. As used herein, the ***"Jurisdiction"*** of each City shall be the area within its municipal boundaries. The Jurisdictions of Arvada and Westminster include the areas within their respective municipal boundaries within Adams County and Jefferson County. The Jurisdiction of the County shall be the unincorporated area of the County.

II. POWERS OF THE SHELTER

A. GENERAL POWERS. The Parties hereto agree the Shelter shall be empowered with the authority to improve, construct, maintain, repair, control, regulate, and operate the Facility within Jefferson County, Colorado, as a complete animal shelter for the use and benefit of the Parties to this Agreement and their constituents.

B. POWER TO SHELTER ANIMALS AND PROVIDE EDUCATIONAL PROGRAMS. The principal purposes of the Shelter are (1) to retain in temporary custody and to provide for the subsequent adoption or disposition of animals taken into possession by the respective governing bodies or animals tendered to the Shelter by residents of the respective governing bodies, and (2) to provide educational, volunteer and related programs to individuals and the community to promote responsible pet ownership. As used herein, the term "***animals***" includes dogs, cats, and all other domestic animals.

C. POWER TO ESTABLISH CLINICS FOR ANIMAL WELFARE PURPOSES. In addition to providing temporary custody for animals as set forth above, the Shelter shall have the authority to establish a clinic for the purpose of spaying and neutering animals, or for any other animal welfare related purposes as deemed appropriate by the governing board of directors for the Shelter (the "***Shelter Board***").

D. POWER TO MAKE CONTRACTS, HIRE, AND FIRE. The Parties further agree the Shelter shall have the authority to contract and purchase all necessary supplies, equipment, materials, and services, including professional services, and further to hire and discharge employees as deemed necessary to operate the Shelter. The Shelter shall have the power to contract with other governing bodies who are not Parties to this Amended IGA to provide the same services provided to the Parties. Any Party, individually or collectively, may enter into an Operational Agreement with the Shelter to set standards and protocols for services necessary for animal control operations, as approved by the Shelter Board.

E. POWER TO SET FEES. The Shelter Board shall set the fees to be charged for services. Such fees shall be uniform and reasonable and shall supersede any fees previously established by the Parties. The Shelter Board shall set the fees for services provided to non-parties to this Agreement which fees shall include the costs for operation and maintenance of the Shelter and capital costs of the Facility.

F. POWER TO LEASE PROPERTY. The Parties hereto agree the Shelter is empowered to negotiate and enter into a lease of the Facility which is suitable for an animal facility and additional property if necessary.

III. BOARD OF DIRECTORS

A. POWERS. The Shelter Board shall exercise all powers, privileges and duties vested in the Shelter. Only Parties to this Amended IGA shall be entitled to appoint a Director to serve on the Shelter Board.

B. APPOINTMENTS. Each Party shall designate and appoint one Director to serve on the Shelter Board. Each Director shall be in regular attendance and participate in Shelter meetings and activities. Each Director shall serve in accordance with the terms and conditions set forth by the appointing Party. Each Party may also appoint an alternate board member.

C. ELECTION OF OFFICERS. At the annual meeting of the Shelter Board, regularly scheduled in May of each year, the Shelter Board shall elect from its membership a President, a Vice President and President pro tem, a Secretary and a Treasurer, who will assume office at the meeting following the election. These officers shall serve until their successors have been elected. The officers shall be elected by an affirmative vote of a majority of the Shelter Board.

D. BYLAWS AND POLICIES AND PROCEDURES. The Shelter Board shall have the power to promulgate bylaws and policies and procedures which shall establish the organizational rules and policies and procedures for the management and operation of the Shelter.

IV. CAPITAL IMPROVEMENT FUND

The Shelter has established or shall establish a "***Capital Improvement Fund***" ("***CIF***") equal to a minimum of Five Hundred Thousand Dollars ($500,000) ("***Minimum Threshold***"). The authorized uses of the CIF include but are not limited to replacement of capital equipment, procurement of new capital equipment, and improvement or expansion of the Facility. If CIF funds are expended bringing the fund balance below the Minimum Threshold, the Shelter Board shall return the CIF fund balance to the Minimum Threshold as soon as funds become available but no later than two years from the date the CIF fund fell below the Minimum Threshold. The Shelter Board may adjust the Minimum Threshold above $500,000 on an annual basis if approved by a two-thirds vote of the Directors. Any adjustment of the Minimum Threshold below $500,000 shall require unanimous approval by the Directors.

V. CONTINGENCY/EMERGENCY FUND ESTABLISHED

The Shelter shall maintain a contingency/emergency fund ("***Emergency Fund***") with a minimum fund balance equal to three months of the prior year's operating expenses ("***Minimum Balance***"). The Emergency Fund shall be used to defray the costs of unanticipated operating expense shortfalls. If funds are expended from the Emergency Fund, the Fund shall be returned to the Minimum Balance as soon as funds become available but no later than two years from the date the fund fell below the Minimum Balance.

VI. BUDGET

Each year, the Shelter shall prepare a preliminary budget and submit said budget to the Shelter Board. The budget shall contain detailed estimates of the operating costs of the subsequent year. The proposed budget shall be presented to the Shelter Board on or before September 30th of each year. The budget shall be approved by the Shelter Board on or by November 30th of each year and shall be certified by the secretary and treasurer of the Shelter Board. The final budget shall be provided to each of the Parties' governing bodies no later than December 1 of each year.

VII. OPERATIONS FUND AND SHELTER OPERATIONS

A. DESIGNATION OF OPERATIONS FUND. The Parties agree that the various monies paid to the Shelter from all sources of revenue including but not limited to annual assessments and any monies generated by the Shelter, shall be placed into a fund designated for operating expenses ("***Operations Fund***"), and any operating expenses of the Shelter shall be paid from the Operations Fund.

B. ANNUAL CONTRIBUTION TO OPERATIONS FUND

1. The Parties' total "***Annual Contribution***" to the Shelter which shall be placed in the Operations Fund, is $1,600,000.

If the Shelter Board determines an increase is necessary due to inflation or operational changes, the Shelter Board may request in writing that the Parties consider an increase. The Parties shall have 30 days to consider the request, and if a majority of the Parties vote in favor of the increase at a duly constituted meeting of the Shelter Board, an IGA amendment is not required.

Any request for an increase in the total Annual Contribution must be made no later than July 1. Annual Contributions shall be communicated to the Parties no later than August 1.

2. Each Party's Annual Contribution. Each Party's individual portion of the Annual Contribution shall be calculated based on the "***Estimated Dog Population***" of its Jurisdiction divided by the sum of the Parties' Estimated Dog Populations. A Party's Estimated Dog Population is calculated as follows:

   Total Number of Households* of the Jurisdiction x 0.47** x 1.6***

   * Current Colorado State Demography Office data, to be updated yearly beginning on July I.

   ** Estimated dog population per US Pet Ownership demographic source book.

   *** Estimated dogs per household per US Pet Ownership demographic source book.

3. Licensing revenue held by the Shelter can be used to reduce a Party’s Annual Contribution. The market value of in-kind donations of property or services can reduce a Party’s Annual Contribution if approved by the Shelter Board.

C. CHOICE OF DEPOSITORY. All monies held by the Shelter or designated for use by the Shelter shall be deposited in the name and to the credit of the Shelter with FDIC-insured commercial bank depositories as the Shelter shall from time to time designate.

D. FISCAL RESPONSIBILITY. The Shelter shall not borrow money nor shall it approve any claims or incur any obligations for expenditures unless there is sufficient unencumbered cash in the appropriate fund, credited to the Shelter, with which to pay the same. The provisions and terms set forth in Part 3 of this Amended IGA shall not be considered debt of the Shelter.

VIII. BOOKS AND RECORDS

A. RECORD KEEPING. The Shelter shall maintain adequate and correct accounts of its funds, properties, and business transactions, which accounts shall be open to inspection at any reasonable time by the Parties hereto, their attorneys, or their agents.

B. ANNUAL AUDIT. The Shelter shall cause to be conducted an "***Annual Audit***" within 90 days after the end of the fiscal year. The Shelter's fiscal year shall be the calendar year. The Annual Audit shall be conducted by an independent certified public accountant, registered accountant, or partnership, or certified public accountants, or registered accountants licensed to practice in the State of Colorado. The Shelter shall tender a copy of the Annual Audit to the Parties' governing bodies within 30 days after its completion

IX. REPORTS

A. ANNUAL REPORT. By June 1st of each year the Shelter shall prepare a comprehensive "***Annual Report***" of the Shelter's activities and finances during the preceding year and tender a copy of the Annual Report to the Parties' governing bodies.

B. REPORTS REQUIRED BY LAW, REGULATION OR CONTRACT. The Shelter shall also prepare and present such reports as may be required by law, regulation, or contract to any authorized federal, state, or local officials to whom such report is required to be made in the course and operation of the Shelter.

C. REPORTS REQUESTED BY THE PARTIES. The Shelter shall also render to the all Parties such reports and accountings as a Party may from time-to-time request.

PART 2. DOG LICENSING PROGRAM

I. DOG LICENSING PROGRAM

A. ORDINANCE ADOPTION. Each Party may adopt an ordinance which establishes a dog licensing program and penalties within its jurisdiction.

B. ENFORCEMENT. Each Party shall be responsible for enforcement of the penalties for its dog licensing ordinance within their own jurisdiction.

C. DELEGATION OF AUTHORITY. Each party may enter into an agreement with the Shelter or another Party to administer the issuance of licenses, the collection and distribution of revenue, and the report periods.

D. ADMINISTRATIVE COSTS: The costs to administer the issuance of licenses and the collection and distribution of license revenue shall be paid for by only those Parties that have adopted a dog licensing program.

PART 3. REPAYMENT OF DEBT SERVICE FOR CONSTRUCTION OF FACILITY

A. DEBT SERVICE ASSESSMENT. 5.2 million dollars of the proceeds from the COPs issued by the County were used to partially pay the cost for construction of the Facility. The Parties agree that each City shall annually pay an assessment ("***Debt Service Assessment'***) to the County to repay that portion of the debt service on the COPs attributable to the portion of the proceeds used to fund the construction of the Facility (the "***Facility Debt Service***") until the COPs are defeased. The Facility Debt Service schedule ("***Schedule***") is attached hereto as **Exhibit A** and incorporated by reference. The Schedule may be modified if the COPs are refinanced as provided herein or to allow for prepayments or other events as deemed appropriate by all the Parties. Each City's annual Debt Service Assessment will be determined as follows:

1. Determine the Estimated Dog Population for each Party's Jurisdiction as of July 1 of each year.

2. Add the Estimated Dog Population for all the Parties together to determine the Total Dog Population. Determine what percentage each Party's Estimated Dog Population is compared to the Total Dog Population for all of the Parties' Jurisdictions combined ("***Dog Population Percentage***").

Each City shall pay the County a portion of the Facility Debt Service equal to that City's Dog Population Percentage.

B. ANNUAL DEBT SERVICE STATEMENT AND INVOICE FOR COPs. No later than August 1st of each year, the County shall prepare and present to the Shelter Board and the governing bodies of the other Parties a statement and invoice of the Facility Debt Service due from January I to December 31 for the upcoming year, each Party's Dog Population Percentage and the Debt Service Assessment of each Party.

C. FACILITY DEBT SERVICE REPORT. The County shall provide the Parties with a report each year stating the amount received each year and the balance owing.

D. APPROPRIATION AND PAYMENT OF FUNDS. The Parties agree to consider

for appropriation the amounts computed as set forth above by the first day of January of the year during which said monies are to be paid to the County. The Parties agree to pay the amounts for the Facility Debt Service to the County by January 31st of the year during which said monies are to be paid by the County for the debt service. All payments to the County pursuant to this Amended IGA are subject to annual appropriation by both the County and each City hereto in the manner required by statute. It is the intention of the Parties that no multiple-year fiscal debt or other obligation be created by this Amended IGA.

E. REPORTS REQUESTED BY THE PARTIES. The County shall provide the all Parties, such other reports and accountings as the a Party may from time-to-time request.

F. REFINANCING. The County shall have the right to refinance the debt on the COPs if deemed beneficial to the County so long as the amount owed by the Cities for debt service does not increase due to the refinancing.

PART 4. GENERAL CONTRACT TERMS

I. DEFAULT IN PERFORMANCE

A. DEFAULT. If any Party fails to make its Annual Contribution or payments to the County as provided in Part 3 ("***Shelter Funds***"), or to perform any of its covenants and undertakings under this Amended IGA, the County or any other Party shall cause written notice to be given to the City Manager or the County Manager (as the case may be) to the defaulting Party at the defaulting Party's official address of the termination of the Party's participation in the Amended IGA, unless default is cured within thirty (30) days from the date of notice. Upon failure to cure the default within thirty (30) days, the defaulting Party's membership in the Amended IGA shall terminate, and the defaulting Party shall have no voting rights as a member of the Shelter Board at any regular or special meeting thereafter, nor be entitled to representation on the Shelter Board, and the defaulting Party shall thereafter be denied service by the Shelter. The defaulting Party whose participation is terminated under this section of this Amended IGA shall forfeit all right, title, and interest in and to any Shelter Funds and any right, title or interest in and to any property of the Shelter to which said Party may otherwise be entitled upon the dissolution of this Amended IGA. If a Party is in default of this Amended IGA for non-payment of its Annual Contribution or its non-payment of its obligations to the County as provided for in Part 3, termination of the defaulting Party's participation in the Amended IGA shall not relieve the defaulting Party of the obligation to make the payments to the County as provided in Part 3 or it Annual Contribution that were due prior to the defaulting Party's termination. This Section is not intended to limit the right of any Party under this Amended IGA to pursue any or all other remedies it may have for breach of this Amended IGA. A Party who fails to make the payments required by Parts 2 or 3 for any reason other than nonappropriation of funds shall be obligated to pay all costs of collection of said payment, including reasonable attorneys' fees. A City that fails to make the payments for any reason other than nonappropriation of funds shall be obligated to pay interest at a default rate of 10% plus all costs of collection of said payment, including reasonable attorneys' fees.

B. PAYMENT DEFAULT/COPs. If any City fails to make the payments to the County when due other than for non-appropriation as set forth in Part 3, that City shall be in default. In the event of a payment default or non-appropriation by any of the Cities, the remaining Cities and County shall be responsible for the debt service amount owed by the defaulting non-appropriating City or Cities in the same ratio calculation set forth in Part 3 except the ratio shall be calculated without the defaulting Party or Parties inclusion in the ratio.

II. TERM, RENEWAL AND TERMINATION OF AMENDED IGA

A. TERM AND RENEWAL OF AMENDED IGA. This Amended IGA shall remain in full force and effect for a term of 50 years from the date of full execution unless terminated by two-thirds of the Parties. The Parties entering into this Amended IGA shall have the option to extend its term by amendment pursuant to Part 4, Section III below.

B. CONTINUATION OF SHELTER OPERATION/FEES FOR NON-PARTIES. All Shelter property and animals shall remain at the Facility under the terms of this Amended IGA. Non-parties to this Amended IGA who have animals at the Shelter that were placed at the Shelter by the entity or residents living within the boundaries of the entity on the effective date of this Amended IGA shall pay a fee as set by the Shelter Board as long as said animal remains at the Shelter.

C. TERMINATION BY WRITTEN NOTICE. This Amended IGA, or any Party's participation in this Amended IGA, may be terminated upon a Party’s written notice to the Shelter Board at least 180 days prior to January 1st of any calendar year. Any Party terminating its participation pursuant to this provision shall not be entitled to any reimbursement for its contributions to the County, or the Shelter for capital costs, assessments or any operating costs previously paid by said Party or any dog licensing fees previously paid by its residents. Such Party shall be entitled to be readmitted to the membership of the Shelter if approved by the Shelter Board and if the terminated Party has paid all outstanding amounts for which it is in arrears under this Amended IGA.

D. TERMINATION WITHOUT REQUIRED NOTICE. If any Party elects to terminate its participation in this Amended IGA prior to the end of any period of this Amended IGA and not in accordance with subsection C of this section, such Party shall be considered in default of this Amended IGA and accordingly shall forfeit its entire contribution to the Shelter. Upon default, the defaulting Party shall forfeit all privileges and property that such Party obtained as a result of its membership in this Shelter. Should a defaulting Party, at some later date, seek readmission to the membership of the Shelter, such Party shall be required to meet the requirements and contributions of any new Party seeking membership pursuant to the terms of this Amended IGA.

E. POWERS OF SHELTER UPON TERMINATION BY TWO-THIRDS. Upon termination by agreement of two-thirds of the Parties, the powers granted to the Shelter under this Amended IGA shall continue to the extent necessary to make an effective disposition of the property, equipment, and animals under this Amended IGA. If the Amended IGA is terminated, the Shelter and the County shall cause the Lease Agreement with the County to be terminated.

F. F. STATUS OF LEASED PREMISES UPON TERMINATION BY TWO-THIRDS PAYMENT OF SHELTER LIABILITIES. Upon termination of this Amended IGA by agreement of two-thirds of the Parties, the Lease Agreement shall terminate in accordance with its terms and improvements thereon located in Jefferson County shall revert to Jefferson County for its use and ownership. Any cost for liabilities incurred by the Shelter during the termination of this Amended IGA and as an expense of termination shall be borne by each Party to the Amended IGA in the same proportion as it is required to contribute to the Total Annual Contribution in Part 1 Section VII, whether such assessments have terminated or not except, if the debt service on the COPs is not fully paid, the County shall not pay any part of the remaining Shelter liability and the proportion of each City shall be adjusted to pay the full amount of the Shelter liability without the County participation.

G. TERMINATION FOR REASON OTHER THAN NONAPPROPRIATION. Termination of the Amended IGA for any reason other than nonappropriation of funds shall not relieve the terminating Party of the obligation to make its Annual Contribution as provided in Part 1 or pay the Party's assessment to the County as provided in Part 3.

H. DISBURSEMENT OF FUNDS UPON TERMINATION. If this Amended IGA is terminated, the Shelter shall pay any funds it holds beyond its expenses incurred prior to the termination of this Amended IGA to the County to cover any remaining costs of the debt service on the COPs. This provision and the provisions of Part 2, Article I, Section G; Part 1, Article VII; Part 3; d Part 4, Article I and Article II, shall survive termination of this Amended IGA.

III. AMENDMENT

This amended IGA may be amended at any time in writing by unanimous agreement of the Parties.

IV. SEVERABILITY CLAUSE

If any provision in this Amended IGA shall be declared by a court of competent jurisdiction to be invalid, such decision shall not invalidate any other part or provision hereof which can be given effect without the invalid provision, and to this end, the provisions of the Amended IGA are declared to be severable.

V. COUNTERPARTS

This Amended IGA may be signed in counterparts, and each counterpart shall be deemed an original, and all the counterparts taken as a whole shall constitute one and the same instrument. The Amended IGA shall not be effective until executed by all Parties.

VI. NO THIRD PARTY BENEFICIARIES

Except as otherwise stated herein, this Amended IGA is intended to describe the rights and responsibilities of and between the Parties and is not intended to, and shall not be deemed to, confer rights upon any persons or entities not named as Parties, limit in any way governmental immunity and other limited liability statutes for the protection of the Parties, nor limit the powers and responsibilities of any other entity not a Party hereto. Nothing contained herein shall be deemed to create a partnership or joint venture between the Parties with respect to the subject matter hereof.

VII. SUPERSEDES AND TERMINATES PRIOR AGREEMENTS

This Amended IGA supersedes and replaces all prior agreements dealing with formation of the Shelter including, but not limited to, the Dog Licensing IGA, Facility Funding IGA, and the 2012 Facility IGA, the 2022 IGA, and any amendments to those IGAs.

VIII. NONDISCRIMINATION

The Shelter shall make its services, facilities, and programs available to all persons regardless of race, color, religion, sex, national origin, age, disability, sexual orientation, genetic information, or any other status protected by Federal or State law.

IX. NO GENERAL OBLIGATION INDEBTEDNESS

Because this Amended IGA will extend beyond the current fiscal year, the Parties understand and intend that the obligation of the Parties to pay any costs hereunder constitutes a current expense of the Parties payable exclusively from the Parties' funds and shall not in any way be construed to be a general obligation indebtedness of the Parties within the meaning of any provision of Article XI of the Colorado Constitution, or any other constitutional or statutory indebtedness. None of the Parties have pledged the full faith and credit of the state, or the Parties to the payment of the charges hereunder, and this Amended IGA shall not directly or contingently obligate the Parties to apply money from, or levy or pledge any form of taxation to, the payment of any costs.

X. NO ASSUMPTION OF LIABILITIES

By entering into and performing under this Amended IGA no Party is assuming any liability for the acts or omissions of any other Party or third Parties.

XI. ELECTRONIC SIGNATURES

The Parties approve the use of electronic signatures for execution of this Amended IGA. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §24-71.3-101 through §24-71.3-121.

IN WITNESS WHEREOF, the Parties have executed this Amended IGA.

COUNTY OF JEFFERSON,
STATE OF COLORADO

CITY OF ARVADA, a Colorado home rule municipal corporation

____

Lauren Simpson
Mayor
8101 Ralston Road
Arvada, CO 80002
lsimpson@arvada.org

ATTEST:

____
City Clerk

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

By:__________________________________
Laura A. Hemler
Senior Assistant City Attorney
lhemler@arvada.org

CITY OF LAKEWOOD,
STATE OF COLORADO

CITY OF GOLDEN,
STATE OF COLORADO

CITY OF WHEAT RIDGE,
STATE OF COLORADO

CITY OF WESTMINSTER,
STATE OF COLORADO

CITY OF EDGEWATER,
STATE OF COLORADO

EXHIBIT A

Facility Debt Service Schedule

(See Attached)

Jefferson County
Refunding Certificates of Participation Series 2019
Foothills Animal Shelter
3,400,753
(Balance at Refunding 2019)

Debt Service Schedule

	Principal	Coupon Rate	Interest	Total Disbursements	Annual Disbursements
	-------	------	------	------	------
01-Dec-24	$330,591	5.000%	54,743.38	385,334.38	$385,334.38
01-Jun-25			46,478.60	46,478.60	
01-Dec-25	$343,262	5.000%	46,478.60	389,740.60	436,219.20
01-Jun-26			37,897.05	37,897.05	
01-Dec-26	$356,701	5.000%	37,897.05	394,598.05	432,495.10
01-Jun-27			28,979.53	28,979.53	
01-Dec-27	$370,907	5.000%	28,979.53	399,886.53	428,866.06
01-Jun-28			19,706.85	19,706.85	
01-Dec-28	$386,266	5.000%	19,706.85	405,972.85	425,679.70
01-Jun-29			10,050.20	10,050.20	
01-Dec-29	$402,008	5.000%	10,050.20	412,058.20	422,108.40
	----------		------------	------------	------------
	$2,189,735		$340,967.84	$2,530,702.84	$2,530,702.84
	===========		=============	=============	=============

REPORT TO CITY COUNCIL WORKSHOP

AGENDA ITEM 11.A.

TO: THE HONORABLE CITY COUNCIL DATE: January 20, 2026

SUBJECT: W. 72nd Ave Bond Project Update

Report in Brief

This workshop will present the W. 72nd Ave Bond Project status. The Construction Package 3 (CP-3) construction cost estimate for the final phase of the project resulted in the total project cost of approximately $136.7 million.

Due to significant cost escalation of the project, the City team recommends canceling the construction of the underpass. This session will review project history, cost drivers and the next steps for W. 72nd Ave.

Background

Improvements to W. 72nd Avenue have been prioritized over the course of many years with the goal of improving travel time and bike and pedestrian safety. A preliminary design was completed in 2017 and used as the basis for a ballot measure in 2018 to issue debt to fund improvements. At the time, the estimate was $64.5 million for services including right of way acquisition, engineering design, materials testing, utility relocation and construction. The 2018 ballot language stated:

WITHOUT IMPOSING ANY NEW TAX OR INCREASING ANY TAX RATE, SHALL CITY OF ARVADA DEBT BE INCREASED UP TO $79.8 MILLION WITH A REPAYMENT COST OF UP TO $125 MILLION, SUBJECT TO THE FOLLOWING LIMITATIONS AND FOR THE FOLLOWING PURPOSES: IMPROVING PEDESTRIAN SAFETY BY ENHANCING INTERSECTIONS, SIDEWALKS AND CROSSWALKS, AND IMPROVING DRIVER SAFETY BY EASING TRAFFIC CONGESTION ALONG MAJOR EAST-WEST ROADS IN THE CITY, SPECIFICALLY RALSTON ROAD BETWEEN YUKON AND GARRISON STREETS, AND ON 72ND AVENUE BETWEEN KIPLING AND SIMMS STREETS; PROVIDED THAT THE EXPENDITURE OF PROCEEDS WILL BE MONITORED BY A COUNCIL APPOINTED OVERSIGHT COMMITTEE OF RESIDENTS, AND SUCH EXPENDITURES WILL BE REPORTED IN THE CITY'S INDEPENDENT AUDIT PUBLISHED ON THE CITY'S WEB SITE AND NO PROCEEDS MAY BE USED FOR CITY ADMINISTRATION.

The ballot measure passed Yes (41,655); No (21,369), and the design was advanced to 30% phased in three construction packages:

- CP-1 Utility Relocation
- CP-2 Road Construction from Swadley Ct. to Oak Street
- CP-3 Road and Underpass Construction from Oak St. to Kipling St. (underpass)

CP1 and CP2 construction were completed in 2024. Due to delays of the underpass design with the Union Pacific Railroad (UPRR), the contractor had to demobilize and pause construction. While the UPRR had been consulted on the underpass design beginning in 2002, until a UPRR settlement agreement and Public Utilities Commission (PUC) approval were reached in September/October 2025, construction could not proceed.
On December 10, 2025, after the Community Open House held on December 4, 2025, the project team received the contractor's Opinion of Probable Construction Cost for the underpass. After extensive cost negotiations, the price from SEMA Construction was $80,526,050 (including steel). The pricing for the contractor, along with the UPRR, design engineer, and

owner's representative costs and the project costs spent to date brought the total to over $136.7 million, higher than the previous and most recent rough order of magnitude estimate of $97.5 million that had been incorporated into the City's 10-year financial model and more than twice the original bond. Key cost escalation factors include the multi-year delay in approvals and design requirements from the UPRR and effects of extreme inflation in the construction industry in the last 5 years.

The substantially higher cost estimates resulted in the need for the City to seriously consider the value of the underpass portion of the project. Once construction begins, we are obligated to finish the project. The cost escalations would require substantial redistribution of funds from other City services and could risk the City's reserve funds. After consulting with the City team and with input from the Council, the City Manager cannot responsibly make the decision to proceed considering these risks to other services, especially considering the potential for future unknown cost factors. Therefore, the recommendation is that the underpass construction be canceled and that contractors prepare to restore Oak Street to Kipling Street in 2026, including repaving the existing roadway.

Strategic Alignment

This project update aligns with the City Council Strategic Plan work system services INF4: Innovates safe, accessible, and efficient connections to modes of transportation, including transit, streets, sidewalks, and bikeways, with a focus on enhanced technology at high-priority intersections improving safety, minimizing traffic congestion, and making first and last-mile connections and OSE5: Provides financial management services to facilitate responsible resource allocation and sustain current service levels while identifying revenue requirements to promote long term financial resilience.

Next Steps

During this workshop, the City Team will take City Council's feedback on the recommendation to cancel the underpass. The City remains committed to the initial intent of the ballot measure to improve safety and traffic flow through the corridor and next steps for W 72nd Ave include:

- Determining short and long term improvements from Oak to Kipling, including evaluating the feasibility and associated costs of an at-grade crossing
- Evaluating the feasibility of continued improvements identified in the Transportation System Plan on the W. 72nd Ave corridor west to Indiana.

Prepared by:
Chris Koch, CCO Admin

Reviewed by:

Approved by:

Claudia Vaughan, City Engineer	01/13/2026
Jacqueline Rhoades, Director of Infrastructure	01/13/2026
Bryan Archer, Chief Financial Officer	01/13/2026
Tammy Hedlund, Legal Specialist	01/13/2026
Kelsy Sargent, Assistant City Attorney	01/13/2026
Rachel Morris, City Attorney	01/14/2026
Allison Scheck, Deputy City Manager	01/14/2026
Don Wick, City Manager	01/14/2026

Enclosure, exhibits & attachments required to support the report

72nd Avenue Bond Project

January 20, 2026
City Council Workshop

CITY OF ARVADA

Introduction

- Overview of tonight's workshop
- Decision making framework
- Recommendation
- Project background
- Progress to date
- Underpass estimate
- Next steps

CITY OF ARVADA

Decision Making Framework

- Uncontrollable external factors
- Community Analysis
- Political Analysis
- Legal Analysis
- Future event evaluation
- Option Analysis
- Cost Benefit
- Financial and debt service
- Scenario modeling
- Communications plan

Recommendation

Cancel the current underpass project and evaluate other alternatives such as widening the at-grade crossing.

2018 Ballot Language
Passed: Yes (41,655); No (21,369)

WITHOUT IMPOSING ANY NEW TAX OR INCREASING ANY TAX RATE, SHALL CITY OF ARVADA DEBT BE INCREASED UP TO $79.8 MILLION WITH A REPAYMENT COST OF UP TO $125 MILLION, SUBJECT TO THE FOLLOWING LIMITATIONS AND FOR THE FOLLOWING PURPOSES:

IMPROVING PEDESTRIAN SAFETY BY ENHANCING INTERSECTIONS, SIDEWALKS AND CROSSWALKS, AND IMPROVING DRIVER SAFETY BY EASING TRAFFIC CONGESTION ALONG MAJOR EAST-WEST ROADS IN THE CITY, SPECIFICALLY RALSTON ROAD BETWEEN YUKON AND GARRISON STREETS, AND ON 72ND AVENUE BETWEEN KIPLING AND SIMMS STREETS; PROVIDED THAT THE EXPENDITURE OF PROCEEDS WILL BE MONITORED BY A COUNCIL APPOINTED OVERSIGHT COMMITTEE OF RESIDENTS, AND SUCH EXPENDITURES WILL BE REPORTED IN THE CITY'S INDEPENDENT AUDIT PUBLISHED ON THE CITY'S WEB SITE AND NO PROCEEDS MAY BE USED FOR CITY ADMINISTRATION.

Project Benefits

- Reduces traffic congestion from bottleneck and queuing
- Improves emergency response time
- Improves safety with elimination of at-grade conflict points and separated bike lanes

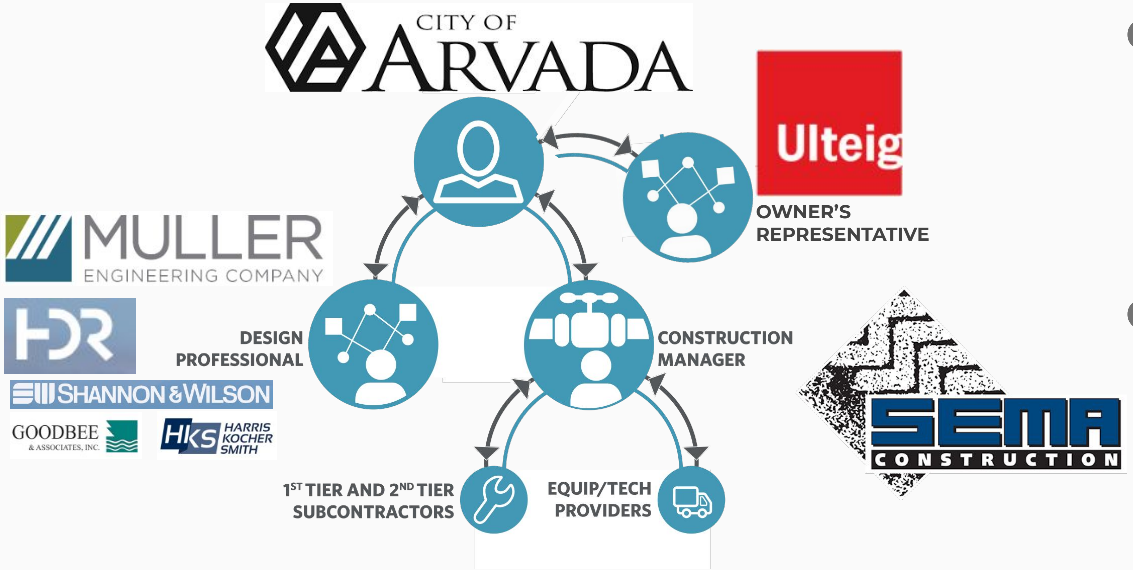
CITY OF ARVADA

Project History

- 1995 Comp Plan and Transportation Implementation Committee ranked the underpass project high priority
- 2001 concept designs were prepared
- 2014 Comp Plan + Citizen's Capital Improvement Plan (CIP) Committee ranked the underpass project high priority and Council prioritized in the 2016 CIP
- 2017 preliminary designs were prepared
- 2018 Ballot Measure Passed, design advances
- 2019 Construction Manager/General Contractor and Owner's Representative contracted

CITY OF ARVADA

Project Team and Delivery Approach



Construction Manager / General Contractor (CM/GC)

- Constructability review
- Staging/traffic control expertise
- Scheduling
- Value Engineering
- Safety Reviews
- Cost modeling and transparent pricing

Owner's Representative

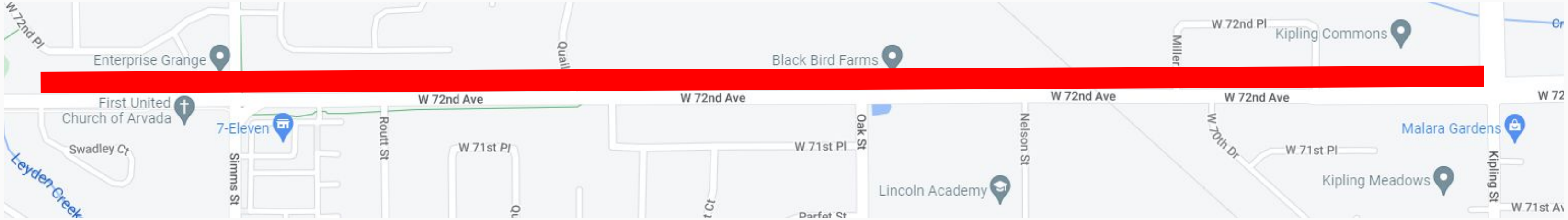
- Direct Independent Cost Estimate (ICE)
- Specialty inspections (bridge, walls, etc)
- Document submittal tracking
- Schedule review and milestones
- Review and validate testing
- Create and maintain risk register
- Punch list management
- As-builts coordination

CITY OF ARVADA

Construction Phases

- 2021-2022 Completed construction package 1 (CP-1)
- 2022-2025 Completed CP-2 and Demobilized/Paused the Project for UPRR Approval

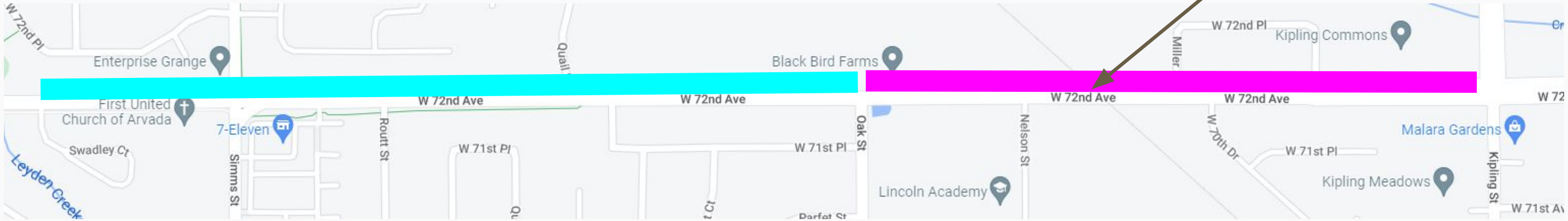
Construction Package #1 (CP-1) - Utilities



Construction Package #2 (CP-2) - Swadley Ct to Oak St

Construction Package #3 (CP-3) - Oak St to Kipling St

Union Pacific Railroad (UPRR) Underpass



CITY OF ARVADA

Challenges with UPRR

- Apr 2020 - UPRR rejects underpass, requests overpass
- Oct 2020 - PUC Application
- Nov 2020 - UPRR MOU and PUC withdraw
- Feb 2021 - 25% Track Plans Submittal
- Mar 2021 - 25% Temp Bypass Plans Submittal
- Jun 2021 - Resubmittal of 25% Temp Bypass and Shoofly Plans
- Jul 2021 - 60% Bridge Plan Submittal
- Aug 2021 - Waterline Crossing Agreement Executed
- Dec 2021 to Aug 2022 - Resubmittal 60% Bridge Plans (x5)
- Nov 2022 - 25% Track Plans Submitted
- Sept 2023 - 60% Bridge Plan Approval
- Dec 2023 - 25% Track Plans Resubmittal
- Dec 2023 - Track Plans Site Visit
- Dec 2023 - 100% Bridge Plan Submittal
- Jul 2024 - 30% Track Plan & 100% Bridge Plan Submittal
- Dec 2024 - 90% Track Plan & 100% Bridge Plan Submittal
- Feb 2025 - PUC Application
- May 2025 - 100% Track and Bridge Plans Approval
- Sep 2025 - UPRR Settlement Agreement
- Oct 2025 - PUC Approval
- Jan 2026 - C&M Agreements (Jan 20 Council Business Meeting)

CITY OF ARVADA

Progress to Date

Spent

Design $5,487,354
Precon Services $742,000
ROW $5,884,244
Owner Rep $2,584,810
CP-1 $1,353,017
CP-2 $24,354,659
UPRR(review) $312,356
Misc $71,750
Total $40,790,190

Before

After

Before

After

CITY OF ARVADA

SEMA CP-3 Estimate

Example SEMA Risk Register Items:

- Schedule delays
- Dewatering
- Drilled Shafts

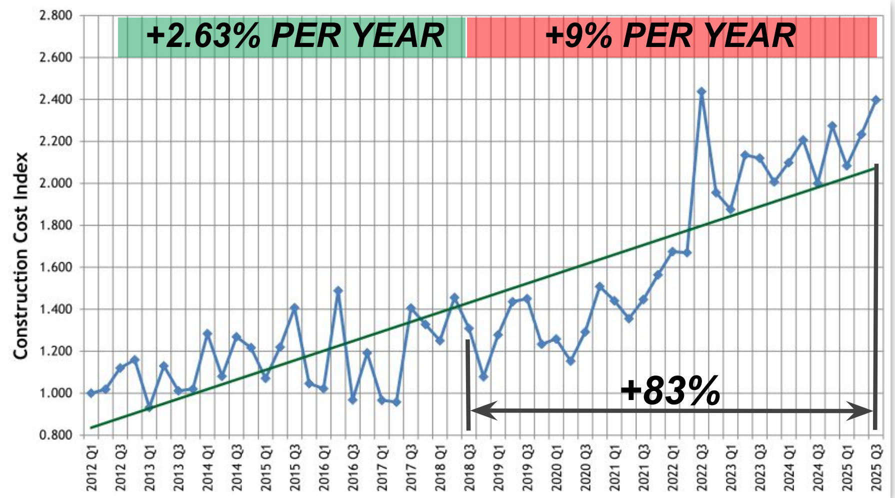
*Added Owner Contingency of 7% is recommended to bring the total contingency+risk to more at least 15% of CP-3 Construction

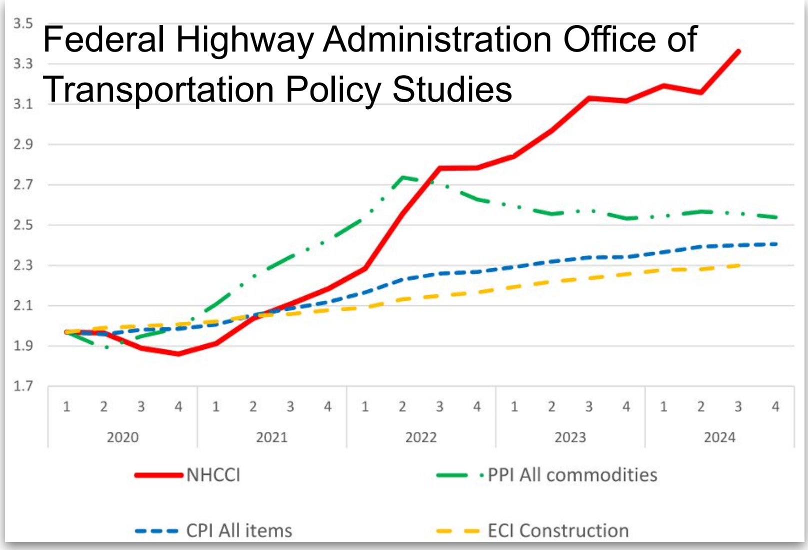
Direct Costs	$52,220,111
Indirect Costs	
General Conditions	$12,863,975
Fee (7%)	$4,555,886
Other Costs	
Risk Register (8% of construction)	$5,571,198
Steel	$5,314,881
TOTAL CP-3	**$80,526,050**

CITY OF ARVADA

CP-3 Cost Escalation

Cost escalation CDOT Construction Cost Indices





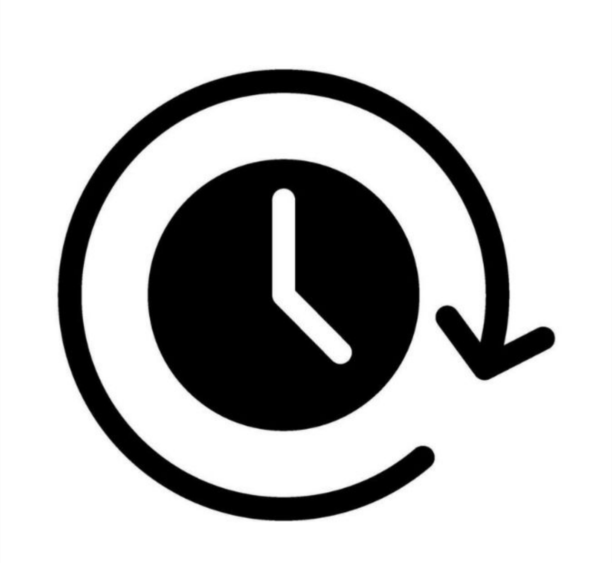
CP-3 Cost Drivers

Walls/Bridge Foundation Drilling

Addition of Designed Temporary Shoring

Project Duration

- No overlap with CP2
- 24 mos vs 42 mos



Total Project Costs and Available Funding

Current Funding Secured

2019 Sales Tax Bond $64,500,000
2023 Sales Tax Bond $3,899,214
Interest Revenue $2,054,087
Future Interest Revenue $3,000,000
Subtotal $73,453,301 Available

Need <u>$63,288,324</u>
(Current Funding minus Total Project)

Total Project Estimated Cost

Design $6,075,961
Preconstruction $742,000
ROW $5,884,244
Owner Rep $5,497,918
CP-1 $1,353,017
CP-2 $24,827,041
CP-3(incl. steel) $80,526,050
UPRR (Review) $400,000
UPRR (Constr) $5,726,819
Misc. $71,750
Subtotal $131,104,800
Owner Contingency $5,636,824

Total $136,741,624

CITY OF ARVADA

Trends

	2001	Recent	2050
Daily Train Crossings	18	9	Unknown
Annual Daily Traffic	10,500	18,000	25,000

Crash History at Railroad

- 1979 to 2003 - 7 total crashes
- 2020 to 2025 - 2 total crashes

Ballot Measure and Bond

Bond Issue and Spending as of Dec 15, 2025

2019 Sales Tax Bond $79,837,000
2023 Sales Tax Bond $8,124,000
Subtotal Issue $ 87,961,000

Spent on Ralston Road Ph 2 $21,309,981
Spent on W 72nd $40,790,190
Subtotal Spent to Date $62,100,171

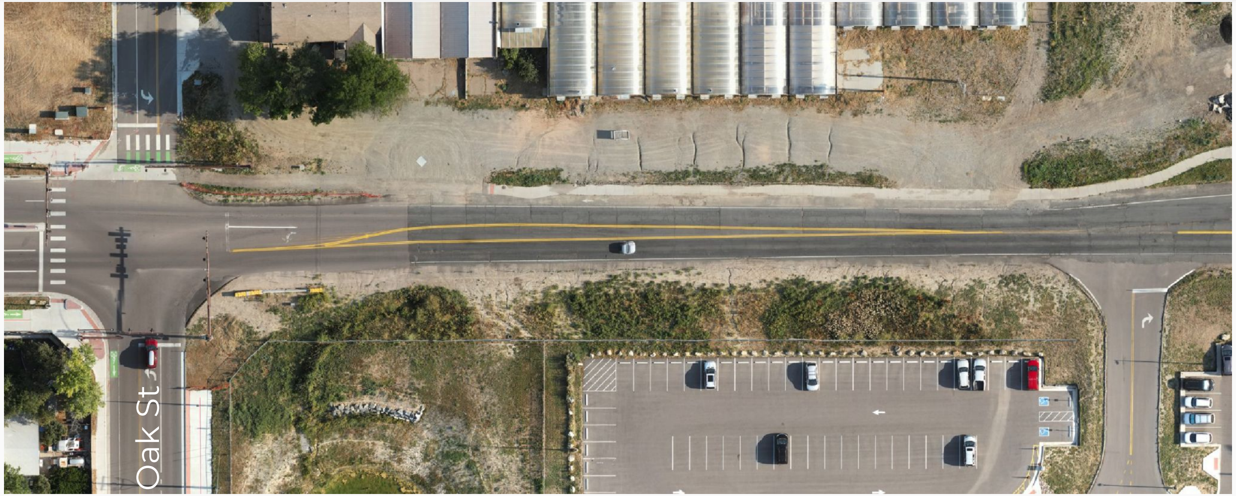
Interest Revenue $2,054,087
Future Interest Revenue* $2,950,000
Subtotal Interest Revenue $5,004,087

Remaining Bond <u>$30,864,916</u>
(issue - spent to date + interest revenue)
**Future interest revenue is an estimate*

Ralston Road Ph 2 (Ammons)– (Before and After)

CITY OF ARVADA

Next Steps



- Public Open House Scheduled for February 2
- Prepare the 2026 plan to take the project out of interim conditions
- Evaluate at-grade widening

CITY OF ARVADA

CITY OF ARVADA

REPORT FROM CITY COUNCIL	AGENDA ITEM 13.A.

DATE: January 20, 2026

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 E-470 Authority (Alternate) *Metro Mayors' Caucus Olde Town Business Improvement (BID)(Alternate) Urban Drainage and Flood Control District West Connect Coalition
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 Economic Development Association Board Arvada Fire Protection District Coordinating Committee Arvada Visitors Center Committee (Alternate) Bond Oversight Committee CML Policy Committee Denver Regional Council of Governments (DRCOG) (Alternate) Jefferson County R-1 Schools Coordinating Committee

Sharon Davis	Apex Coordinating Committee Arvada Fire Protection District Coordinating Committee Arvada Municipal Court/Judicial Committee Denver Regional Council of Governments (DRCOG) E-470 Authority (Alternate) Jefferson County Community Corrections Board Jefferson Economic Development Council (JEDC) Jeffco Transportation Action & Advisory Group (JEFFTAAG)
Bob Fifer	Arvada City Attorney Committee Arvada Transportation Committee Jefferson Parkway Public Highway Authority Northwest Parkway Authority (Alternate) Smart City Advisory Committee
Michael Griffith	Adams County Regional Economic Partnership (ACREP) (Alternate) Arvada Audit Committee Arvada Chamber of Commerce Government Affairs Committee Housing Advisory Committee Jeffco Transportation Action & Advisory Group (JEFFTAAG) (Alternate) Jefferson County Community Corrections Board (Alternate) Smart City Advisory Committee West Connect Coalition (Alternate)
Rebecka Lovisone	Bond Oversight Committee Jefferson County R-1 Schools Coordinating Committee Olde Town Business Improvement (BID)

*asterisked committees are not appointed by Council

CITY OF ARVADA

REPORT TO CITY COUNCIL	AGENDA ITEM 14.A.

TO: THE HONORABLE CITY COUNCIL DATE: January 20, 2026

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	12/30/2025
Allison Scheck, Deputy City Manager	01/05/2026
Linda Haley, Deputy City Manager	01/06/2026
Don Wick, City Manager	01/06/2026

Enclosure, exhibits & attachments required to support the report

2026 CITY COUNCIL WORKSHOPS, STUDY SESSIONS, PRESENTATIONS AND RETREATS (TENTATIVE)

WORKSHOPS	Date	Lead
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		
City Expenditures, BID and Chamber funding	**TBD**	Finance
Waste Diversion Plan	**TBD**	INFRA

Revised 12-10-25

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		