

### **City of Littleton**

Littleton Center 2255 West Berry Avenue Littleton, CO 80120

### **Meeting Agenda**

### **City Council**

Tuesday, March 7, 2017 6:30 PM Council Chamber

### Regular

- 1. Roll Call
- 2. Pledge of Allegiance
- 3. Approval of Agenda
- 4. Public Comment

Public Comment with the exception of scheduled public hearings

### 5. Consent Agenda Items

a) Resolution Resolution authorizing the approval of the 2016 Arapahoe County

03-2017 Community Development Block Grant Program Subgrantee Agreement

for the Littleton Sidewalk Improvements Project

Attachments: Resolution No 03-2017

2017 CDBG Agreement (clean 3-3-17)

**Block Grant (redline)** 

2017 CDBG CC Scope of Services
2017 CDBG CC Program Summary

b) ID# 17-49 Approval of the February 21, 2017 regular meeting minutes

<u>Attachments:</u> 02-21-2017 CC Action Minutes

### 6. General Business

a) ID# 17-54 Motion to approve authority, board, and commission appointments

Attachments: 2017 proposed appointees

### 7. Comments / Reports

a) City Manager

- b) Council Members
- c) Mayor

### 8. Adjournment

The public is invited to attend all regular meetings or study sessions of the City Council or any City Board or Commission. Please call 303-795-3780 at least forty-eight (48) hours prior to the meeting if you believe you will need special assistance or any reasonable accommodation in order to be in attendance at or participate in any such meeting. For any additional information concerning City meetings, please call the above referenced number.

# **PUBLIC COMMENT**

### ALL PUBLIC COMMENT WITH THE EXCEPTION OF PUBLIC HEARINGS (SEPARATE SHEETS FOR EACH

PUBLIC HEARING ARE LOCATED WITH CORRESPONDING MATERIALS FOR THAT ITEM)

### **3 MINUTE LIMIT PER SPEAKER**

Tuesday March 7 2017

Tuesday March 7, 2017		
PLEASE PRINT YOUR NAME AND ADDRESS CLEARLY	EMAIL ADDRESS	ITEM # / SUBJECT
1. Jan Fay 2575 S. SYNAWSEWY DENVERS	231 UNINCOPA	mergy talks 1-14
2.	JMFAY attotals	Prediver Park
3. Bruce MYERS 709 W Littleton Blub 80120	NA	DRIME victim outreach,
4. Varant Atwood 1- Frank. Atwood	W Hotmail co	on Thankney!
5. Carol Breezek	mcbreeze@com(asti	et 6a
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### City of Littleton

Littleton Center 2255 West Berry Avenue Littleton, CO 80120

### **Staff Communication**

5(a)

File #: Resolution 03-2017, Version: 2

Agenda Date: 03/07/2017

Subject:

Resolution authorizing the approval of the 2016 Arapahoe County Community Development Block Grant Program Subgrantee Agreement for the Littleton Sidewalk Improvements Project

Presented By: Mark Relph, Public Works and Utilities Director

### **POLICY QUESTION:**

Does city council support the 2016 Arapahoe County Community Development Block Grant (CDBG) Program Subgrantee Agreement for the Littleton Sidewalk Improvements Project?

### **BACKGROUND:**

In 1992, the City of Littleton began participating with Arapahoe County in the Urban Counties Community Development Block Grant (CDBG) Program. A summary is attached.

The city's allocation was reduced from \$150,000 to \$135,000, starting with this 2016 grant cycle. Delays in the federal funding process pushed this 2016 grant agreement completion to 2017.

In October 2015, the city submitted 2016 CDBG grant applications for \$135,000 as follows:

### PRENTICE AVENUE SIDEWALK (\$114,750)

This is a continuation of an on-going program to replace narrow and deteriorated sidewalks in the northeast neighborhoods of Littleton. The 2016 grant will fund installation of new sidewalk and curb ramps on one side of West Prentice Avenue between South Hickory and South Delaware Streets. This sidewalk is more than 50 years old with "Hollywood" style rollover curbs. The existing 31" wide (non-ADA compliant) sidewalk will be widened to 60". The contract with Arapahoe County requires a minimum of 1,200 linear feet of new sidewalk.

CONNECTION TO COVERAGE AND HEALTH CARE (\$20,250) Doctor's Care requested \$20,250 to support its Connection to Coverage and Health Care project. This project was originally funded as the Integrated Health Care Initiative with \$22,500 from the city's 2005 CDBG allocation and continued in this amount through 2015. As a Certified Assistance Site for Connect for Health Colorado, Doctors Care will provide a new level of access to low income individuals in Littleton. By providing access to integrated care, along with "wrap around" services for patients with higher levels of psychosocial needs, this program offers complete integration of services necessary for medical and emotional health of members of the community. This \$20,250 application has been approved, and the county will contract directly with Doctor's Care who will be responsible for all documentation and reporting per the county CDBG guidelines. Since the Doctor's Care Project is separate from this contract, it does not need to be referenced in the attached resolution.

### File #: Resolution 03-2017, Version: 2

### **STAFF ANALYSIS:**

Housing and Urban Development and Arapahoe County approved the Sidewalk Project grant application. With adoption of this resolution and subsequent contract signatures, the project needs only a final award letter and Notice to Proceed from the county in order to move forward. The project will be bid, contracted and completed this summer.

### **FISCAL IMPACTS:**

The 2017 budget includes \$114,750 for the 2016 CDBG Program so no additional appropriation is required.

### STAFF RECOMMENDATION:

Staff recommends approval of this resolution to continue the CDBG program.

### **PROPOSED MOTION:**

I move to approve the resolution approving the 2016 Arapahoe County Community Development Block Grant Program Subgrantee Agreement for the Littleton Sidewalk Improvements Project.

1	CITY OF LITTLETON, COLORADO
2	Decelution No. 2
3 4	Resolution No. 3
5	Series, 2017
6	<b>,</b>
7	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
8	LITTLETON, COLORADO, AUTHORIZING THE APPROVAL OF THE
9	2016 ARAPAHOE COUNTY COMMUNITY DEVELOPMENT BLOCK
10	GRANT PROGRAM SUBGRANTEE AGREEMENT FOR THE
11 12	PRENTICE AVENUE SIDEWALK PROJECT
13	
14	WHEREAS, Arapahoe County (the "County") has entered into a grant agreement
15	(the "Grant Agreement") with the United States Department of Housing and Urban Development
16	("HUD") for financial assistance to conduct a Community Development Block Grant Program
17	(the "CDBG Program") pursuant to Title I of the Housing and Community Development Act of
18	1974 (the "Act") as amended, and the Rules and Regulations promulgated by HUD governing
19	the conduct of Community Development Block Grants ("CDBG") programs, 24 Code of Federal
20	Regulations ("FR") Part 570, as amended, (the "Rules and Regulations");
21	
22	WHEREAS, proper application has been made by the City of Littleton to
23	Arapahoe County for the funding of a 2016 CDBG project totaling \$114,750; and
24 25	WHEREAS, in order to receive CDBG funds for the projects, a Subgrantee
26	Agreement must be adopted by the Littleton City Council and the Board of County
27	Commissioners.
28	
29	NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
30	THE CITY OF LITTLETON, COLORADO, THAT:
31	
32	The 2016 Arapahoe County Community Development Block Grant Program
33	Subgrantee Agreement between the City and Arapahoe County for the Prentice Avenue Sidewalk
34	project be approved, and the Council President be authorized to affix his signature thereto.
35 36	
37	INTRODUCED, READ AND ADOPTED at a regularly scheduled meeting of the
38	City Council of the City of Littleton, Colorado, on the 7th day of March, 2017, at 6:30 p.m. at
39	the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

41 42	Resolution No. 3 Series 2017 Page 2 of 2 ATTEST:	
43 44	Wendy Heffner	Bruce O. Beckman
45	CITY CLERK	MAYOR
46		
47	APPROVED AS TO FORM:	
48		
49		
50	Kenneth S. Fellman	
51	ACTING CITY ATTORNEY	

### SUBGRANTEE AGREEMENT FOR ARAPAHOE COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

SUBGRANTEE: City of Littleton
PROJECT NAME: Littleton Sidewalk Improvements
PROJECT NUMBER: LTPF1608

This Agreement is made by and between the Board of County Commissioners of the County of Arapahoe, State of Colorado, for the Community Development Block Grant Program in the Community Resources Department (hereinafter referred to as the County) and **City of Littleton** (hereinafter referred to as the SubGrantee) for the conduct of a Community Development Block Grant (CDBG) Project.

### I. PURPOSE

The primary objective of Title I of the Housing and Community Development Act of 1974, as amended, and of the Community Development Block Grant (CDBG) Program under this Title is the development of viable urban communities, by providing decent housing, a suitable living environment and expanding economic opportunities, principally for low and moderate income persons.

The project by the SubGrantee known as **Littleton Sidewalk Improvements** (Project) will be carried out in accordance with the Scope of Services, attached to, and incorporated herein as Exhibit A.

The SubGrantee may proceed to incur costs for the Project upon receipt of an official "Notice to Proceed" from the County.

### II. WORK TO BE COMPLETED BY THE SUBGRANTEE

The grant funds are to be used only to provide services to Arapahoe County residents, excluding residents of the city of Aurora, per County CDBG guidelines.

### A. Payment

It is expressly agreed and understood that the total amount to be paid by the County under this contract shall not exceed \$114,750. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in the Project Budget and in accordance with performance criteria established in Exhibit A Scope of Services. The parties expressly recognize that the SubGrantee is to be paid with CDBG funds received from the federal government, and that the obligation of the County to make payment to SubGrantee is contingent upon receipt of such funds. In the event that said funds, or any part thereof, are, or become, unavailable, then the County may immediately terminate or, amend this agreement. To the extent C.R.S. § 29-1-110 is applicable, any financial

obligation of the County to the SubGrantee beyond the current fiscal year is also contingent upon adequate funds being appropriated, budgeted and otherwise available.

Upon expiration of this Agreement, as identified by the Agreement Date and Project Deadline (Deadline) in Exhibit A, the SubGrantee shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. These transferred funds shall revert to the County and be utilized for other purposes.

### B. Timeline

All Project activities shall be completed and draw requests submitted by the Deadline unless the Subgrantee notifies the County in writing thirty (30) days prior to the Deadline that the funds cannot be disbursed. An extension may be granted, in writing, in which all draw requests be submitted and Project activities shall be completed by thirty (30) days following the Deadline. In the event that the completion deadline falls on a weekend or holiday, the Deadline will be considered the work day prior to the scheduled completion date. If the project requires additional time past the extended Deadline, the Agreement must be modified by mutual agreement of the County and the SubGrantee.

### C. Performance Criteria

In accordance with the funding application submitted by the SubGrantee for the Project, the criteria listed below are to be met during the execution of the Project as identified in Exhibit A Scope of Services.

- 1. Quantifiable Goals
- 2. Community Impact
- 3. Monthly Performance Standards

### **D.** Reporting Requirements

- 1. Project reports will be due within twenty (20) days following the end of each reporting period as specified in Exhibit A Scope of Services until the Project is completed.
- 2. The official annual audit and/or Financial Statements for the SubGrantee in which both revenues and expenditures for the CDBG Projects described herein are detailed are due annually. The last completed official annual audit report and/or Financial Statements shall be due on May 31, and for four (4) years thereafter on May 31.
- 3. Non-profit organizations that expend \$750,000 or more annually in federal funds shall comply with the Single Audit Act of 1984, as amended, as implemented in OMB Uniform Guidance \$200.501, and other applicable federal regulations.

### III. RESPONSIBILITIES OF THE SUBGRANTEE

### A. Federal Compliance

The SubGrantee shall comply with all applicable federal laws, regulations and requirements, and all provisions of the grant agreements received from the U.S. Department of Housing and Urban Development (HUD) by the County. These include but are not limited to compliance with the provisions of the Housing and Community Development Act of 1974 and all rules, regulations, guidelines and circulars promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG Program. A listing of some of the applicable laws and regulations are as follows:

- 1. 24 CFR Part 570;
- 2. 24 CFR Parts 84 and 85 as applicable per 24 CFR 570.502;
- 3. Title VI of the Civil Rights Act of 1964;
- 4. Title VIII of the Civil Rights Act of 1968;
- 5. Sections 104(b) and 109 of the Housing and Community Development Act of 1974;
- 6. Fair housing regulations established in the Fair Housing Act, Public Law 90-284, and Executive Order 11063;
- 7. Section 504 of the Rehabilitation Act of 1973;
- 8. Asbestos guidelines established in CPD Notice 90-44;
- 9. The Energy Policy and Conservation Act (Public Law 94-163) and 24 CFR Part 39;
- 10. Non-discrimination in employment, established by Executive Order 11246;
- 11. Equal employment opportunity and minority business enterprise regulations established in 24 CFR part 570.904;
- 12. Section 3 of the Housing and Urban Development Act of 1968; The purpose of section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.
- 13. Federal procurement rules when purchasing services, supplies, materials, or equipment. The applicable federal regulations are contained in: 24 CFR Part 85 or through 24 CFR Part 84, as applicable;
- 14. Lead Based Paint regulations established in 24 CFR Parts 35 and 570.608;
- 15. Audit Requirements established in OMB Uniform Guidance §200.501; and
- 16. Cost principles established in OMB Uniform Guidance §200.430 and §200.431 as applicable per 24 CFR 570.502;
- 17. Conflict of Interest:
  - *a)* Applicability.

- (1) In the procurement of supplies, equipment, construction, and services by the County and by the SubGrantee, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively shall apply.
- (2) In all cases not governed by 24 CFR 85.36 and 84.42, the provisions of 24 CFR 570.611 (2) shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the County or by its SubGrantees to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to 24 CFR 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to 24 CFR 570.203, 570.204, 570.455, or 570.703 (i)).
- b) Conflicts prohibited. The general rule is that persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may not obtain a financial interest or benefit from a CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.
- c) Persons covered. The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the County, or any designated public agencies, or of the SubGrantee that are receiving funds under this part.
- d) Exceptions. Upon the written request of the County, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.
  - (1) Threshold requirements. HUD will consider an exception only after the County has provided the following documentation:
    - i. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
    - ii. An opinion of the County's attorney that the interest for which the exemption is sought would not violate State or local law.
  - (2) Factors to be considered for exceptions. In determining whether to grant a requested exception after the County has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the

purposes of the Act and the effective and efficient administration of the County's program or project, taking into account the following factors, as applicable:

- i. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- ii. Whether an opportunity was provided for open competitive bidding or negotiation;
- iii. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
- iv. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question;
- v. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;
- vi. Whether undue hardship will result either to the County or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
- vii. Any other relevant considerations.
- 18. The SubGrantee cannot engage in a federally funded contract with any entity registered in the Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs.
- 19. Labor Standards (Davis-Bacon)

Except for the rehabilitation of residential property that contains less than eight (8) units, the SubGrantee, and its contractor and all subcontractors shall comply with the Davis-Bacon Act, 40 U.S.C. 276a to 276a-7, and applicable regulations of the Department of Labor under 29 C.F.R. Part 5, requiring the payment of wages at rates of not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor, when the project costs total \$2,000 or more and the work is financed in whole or in part with assistance provided under this Agreement. The applicable Davis-Bacon wage rate schedule must be included in all bid and contract documents, as well as the "Federal Labor Standards Provisions", Form HUD-4010.

### 20. Lead Based Paint Regulations

If the Project involves acquisition, construction, demolition, rehabilitation, or any other activity related to residential housing, and the building was built prior to 1978, Lead Based Paint Laws and Regulations apply, as established in 24 CFR Parts 35 and 24 CFR

570.608. Further, all applicable federal and state laws relating to lead-based paint must be followed, including such regulations promulgated by the U.S. Environmental Protection Agency and the State Department of Public Health and Environment, including regulations for non-housing buildings. If the SubGrantee does not follow and document lead based paint laws and regulation compliance, the SubGrantee will not be eligible for reimbursement.

### 21. Environmental Review

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and, if required, receipt by Arapahoe County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on Arapahoe County's determination to proceed with, modify, or cancel the project based on the results of a subsequent environmental review.

### 22. Uniform Relocation Act (URA)

The Project is subject to the relocation and acquisition requirements of the Uniform Relocation Act of 1970, as amended, and implemented at 49 CFR Part 24; Section 104(d) of the Housing & Community Development Act, as amended, and implemented at 24 CFR Part 42; and Displacement, Relocation, Acquisition, and Replacement of Housing implemented at 24 CFR 570.606. The SubGrantee must comply with the County's Anti Displacement and Relocation Assistance Plan on file and must pay all relocation expenses as applicable under the Act. Relocation payment calculations, records of Relocation payments and all other Relocation records are subject to County or federal review and monitoring. The SubGrantee agrees that it will pay any relocation expenses required by the Act and will reimburse the County for any relocation payments the County paid as a result of monitoring review by the County or any federal agency, as required by the Act.

### **B.** Non-Appropriations Clause

The SubGrantee agrees that it will include in every contract it enters, which relies upon CDBG monies for funding, a non-appropriation clause that will protect itself, and the County from any liability or responsibility or any suit which might result from the discontinuance of CDBG funding for any reason. Because this SubGrantee Agreement involves funds from a federal grant, to the extent there is a conflict the funding provisions of this SubGrantee Agreement, the federal grant and the federal statutes control rather than the provisions of Section 24-91-103.6, C.R.S. with regard to any public work projects.

### C. Expenditure Restrictions

All CDBG funds that are approved by HUD for expenditure under the County's grant agreement, including those that are identified for the SubGrantee's Projects and activities, shall be allocated to the specific projects and activities described and listed in the grant agreements. The allocated funds shall be used and expended only for the projects and activities for which the funds are identified.

### **D.** Agreement Changes

No projects or activities, nor the amount allocated therefore, may be changed without approval by the County and acceptance of the revised Final Statement and/or Consolidated Plan by HUD, if required. Changes must be requested in writing and may not begin until a modification to this Agreement is fully executed.

### E. Direct Project Supervision and Administration

The SubGrantee shall be responsible for the direct supervision and administration of its respective projects or activities. This task shall be accomplished through the use of the SubGrantee's staff, agency and employees. The SubGrantee shall be responsible for any injury to persons or damage to property resulting from the negligent acts or errors and omissions of its staff, agents and employees. Because the SubGrantee is responsible for the direct supervision and administration of its projects or activities, the County shall not be liable or responsible for cost overruns by the SubGrantee on any projects or activities. The County shall have no duty or obligation to provide any additional funding to the SubGrantee if its projects or activities cannot be completed with the funds allocated by the County to the SubGrantee. Any cost overruns shall be the sole responsibility of the SubGrantee.

- 1. The SubGrantee agrees that all funds allocated to it for approved projects or activities shall be used solely for the purposes approved by the County. Said funds shall not be used for any non-approved purposes.
- 2. The SubGrantee agrees that the funds allocated for any approved projects or activities shall be sufficient to complete said projects or activities without any additional CDBG funding.

### F. Bonding and Insurance

If the SubGrantee's projects involve construction activities, any Contractor it uses for said activities shall be required to provide and maintain, until final acceptance by the SubGrantee of all work by such Contractor, the kinds and minimum amounts of insurance as follows:

- 1. Comprehensive General Liability: In the amount of not less than \$1,000,000 combined single limit. Coverage to include:
  - a. Premises Operations
  - b. Products/Completed Operations
  - c. Broad Form Contractual Liability
  - d. Independent Contractors
  - e. Broad Form Property Damage
  - f. Employees as Additional Insured
  - g. Personal Injury
  - h. Arapahoe County and the SubGrantee as Additional Named Insured
  - i. Waiver of Subrogation
- 2. Comprehensive Automobile Liability: In the amount of not less than \$1,000,000 combined single limit for bodily injury and property damage. Coverage to include:
  - a. Arapahoe County and the SubGrantee as additional Named Insured
  - b. Waiver of Subrogation
- 3. Employers Liability and Workers Compensation: The Contractor shall secure and maintain employer's liability and Worker's Compensation Insurance that will protect it against any and all claims resulting from injuries to and death of workers engaged in work under any contract funded pursuant to this agreement. Coverage to include Waiver of Subrogation.
- 4. All referenced insurance policies and/or certificates of insurance shall be subject to the following stipulations:
  - a. Underwriters shall have no rights of recovery subrogation against Arapahoe County or the SubGrantee; it being the intent of the parties that the insurance policies so effected shall protect the parties and be primary coverage for any and all losses covered by the described insurance.
  - b. The clause entitled "Other Insurance Provisions" contained in any policy including Arapahoe County as an additional named insured shall not apply to Arapahoe County, or the SubGrantee.
  - c. The insurance companies issuing the policy or policies shall have no recourse against Arapahoe County, or the SubGrantee for payment of any premiums due or for any assessments under any form of any policy.
  - d. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 5. Certificate of Insurance: The Contractor shall not commence work under any contract funded pursuant to this Agreement until he has submitted to the SubGrantee, received approval thereof, certificates of insurance showing that he has complied with the foregoing insurance requirements. The

SubGrantee shall also submit a copy of the Contractor's certificates of insurance to the County.

6. Notwithstanding the provisions contained in this paragraph (H) set forth hereinabove, the County reserves the right to modify or waive said provisions for projects or activities for which these provisions would prove prohibitive. The SubGrantee understands, however, that the decision to waive or modify those provisions is fully within the discretion of the County.

In accordance with 24 CFR parts 84 and 85, the following bonding requirements shall apply to all projects exceeding the simplified acquisition threshold (currently \$150,000):

- 1. A bid guarantee from each bidder equivalent to 5% of the bid price;
- 2. A performance bond on the part of the contractor for 100% of the contract price; and
- 3. A payment bond on the part of the contractor for 100% of the contract price.

### G. Records

The SubGrantee shall maintain a complete set of books and records documenting its use of CDBG funds and its supervision and administration of the Project. Records are to include documentation verifying Project eligibility and national objective compliance, as well as financial and other administrative aspects involved in performing the Project. The SubGrantee shall provide full access to these books and records to the County, the Secretary of HUD or his designee, the Office of the Inspector General, and the General Accounting Office so that compliance with Federal laws and regulations may be confirmed. The SubGrantee further agrees to provide to the County upon request, a copy of any audit reports pertaining to the SubGrantee's financial operations during the term of this Agreement. All records pertaining to the Project are to be maintained for a minimum of five years following close-out of the Project.

### H. Reporting

The SubGrantee shall file all reports and other information necessary to comply with applicable Federal laws and regulations as required by the County and HUD. This shall include providing to the County the information necessary to complete annual Performance Reports in a timely fashion.

### I. Timeliness

The SubGrantee shall comply with the performance standards established in Exhibit A of this Agreement. The SubGrantee understands that failure to comply with the established standards may lead to a cancellation of the Project and a loss of all unexpended funds.

### J. Reimbursement for Expenses

The SubGrantee agrees that before the County can distribute any CDBG funds to it, the SubGrantee must submit to the County's Housing and Community Development Services Division documentation in the form required by that Division which properly and fully identifies the amount which the SubGrantee is requesting at that time. The County shall have ten (10) working days to review the request. Upon approval of the request, the County will distribute the requested funds to the SubGrantee as soon as possible.

### K. Program Income

All program income directly derived from the Arapahoe County Community Development Block Grant Program received by the SubGrantee will be returned to the County unless authorized in Exhibit A Scope of Services to be retained by the SubGrantee and dispersed for its approved CDBG Project activities. If the retention and re-use of Program Income is Authorized, it must be dispersed for its approved CDBG Project activities before additional CDBG funds are requested from the County. Following completion of the SubGrantee's Arapahoe County CDBG Projects, all program income directly generated from the use of CDBG funds will be remitted to the County.

### L. Real Property

Real property acquired in whole or in part with CDBG funds shall be utilized in accordance with the scope and goals identified in Exhibit A Scope of Services attached to and made a part of this Agreement. Should the property in question be sold or otherwise disposed of, or the approved property usage discontinued, the SubGrantee shall adhere to the requirements of 24 CFR Parts 84 or 85 (as applicable) regarding the use and disposition of real property.

### M. State and County Law Compliance

All responsibilities of the SubGrantee enumerated herein shall be subject to applicable State of Colorado statutes and County ordinances, resolutions, rules, and regulations.

### N. Subcontracts

If subcontracts are used on the Project, the SubGrantee agrees that the provisions of this Agreement shall apply to any subcontract.

### O. Suspension or Termination

This Agreement may be immediately suspended or terminated upon written notification from the County if the SubGrantee materially fails to comply with any term of this Agreement. This Agreement may also be terminated for convenience by mutual agreement of the County and the SubGrantee.

### P. Urban County Designation

In the event that the Unit of General Local Government should withdraw from the County's "Urban County" designation, this Agreement shall terminate as of the termination date of the County's CDBG grant Agreement with HUD.

### Q. Certification

The SubGrantee certifies that to the best of its knowledge and belief:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any 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; and,
- 2. 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 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

### R. Disallowance

If it is determined by HUD or other federal agency that the expenditure, in whole or in part, for the SubGrantee's Project or activity was improper, inappropriate or ineligible for reimbursement, then the SubGrantee shall reimburse the County to the full extent of the disallowance.

### S. Reversion of Assets

Upon expiration of this Agreement, the SubGrantee shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the SubGrantee's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the SubGrantee in the form of a loan) in excess of \$25,000 is either:

(i) Used to meet one of the national objectives in §570.208 (formerly §570.901) until five years after expiration of the agreement, or for such longer period of time

as determined to be appropriate by the County and specified in Exhibit A Scope of Services; or

(ii) Not used in accordance with national objectives in §570.208 (formerly §570.901), in which event the SubGrantee shall pay to the County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

### IV. RESPONSIBILITIES OF THE COUNTY

### A. Administrative Control

The Parties recognize and understand that the County will be the governmental entity required to execute all grant agreements received from HUD pursuant to the County's requests for CDBG funds. Accordingly, the SubGrantee agrees that as to its projects or activities performed or conducted under any CDBG agreement, the County shall have the necessary administrative control required to meet HUD requirements.

### B. Performance and Compliance Monitoring

The County's administrative obligations to the SubGrantee pursuant to paragraph A above shall be limited to the performance of the administrative tasks necessary to make CDBG funds available to the SubGrantee and to provide Housing and Community Development Services staff whose job it will be to monitor the various projects funded with CDBG monies to monitor compliance with applicable Federal laws and regulations.

### C. Reporting to HUD

The County will be responsible for seeing that all necessary reports and information required of the County are filed with HUD and other applicable Federal agencies in a timely fashion.

### V. EXTENT OF THE AGREEMENT

This agreement, including any documents attached as exhibits which are hereby incorporated herein by reference, represents the entire and integrated agreement between the County, and SubGrantee and supersedes all prior negotiations, representations or agreements, either written or oral. Any amendments to this agreement must be in writing and signed by both the County, and SubGrantee. If any portion of this agreement is found by a court of competent jurisdiction to be void and/or unenforceable, it is the intent of the parties that the remaining portions of this agreement shall be of full force and effect.

#### VI. NOTICES

Notices to be provided under this Agreement shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the addresses set forth:

Arapahoe County Attorney 5334 S. Prince Street Littleton, CO 80120-1136

To the County:

	and
	Arapahoe County Housing and Community Development
	1690 W. Littleton Blvd., #300 Littleton, CO 80120-2069
To the SubGrantee:	City of Littleton 2255 West Berry Avenue Littleton, CO 80120
	ies have caused this Agreement to be duly executed this
SubGrantee: City of Littleton	
Signature	
Name & Title	
Board of County Commission Arapahoe County, Colorado	ners
Don Klemme on behalf of the Pursuant to Resolution #1600	e Board of County Commissioners

### SUBGRANTEE AGREEMENT FOR ARAPAHOE COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

SUBGRANTEE: City of Littleton
PROJECT NAME: Littleton Sidewalk Improvements
PROJECT NUMBER: LTPF1608

This Agreement is made by and between the Board of County Commissioners of the County of Arapahoe, State of Colorado, for the Community Development Block Grant Program in the Community Resources Department (hereinafter referred to as the County) and **City of Littleton** (hereinafter referred to as the SubGrantee) for the conduct of a Community Development Block Grant (CDBG) Project.

### I. PURPOSE

The primary objective of Title I of the Housing and Community Development Act of 1974, as amended, and of the Community Development Block Grant (CDBG) Program under this Title is the development of viable urban communities, by providing decent housing, a suitable living environment and expanding economic opportunities, principally for low and moderate income persons.

The project by the SubGrantee known as **Littleton Sidewalk Improvements** (Project) will be carried out in accordance with the Scope of Services, attached to, and incorporated herein as Exhibit A.

The SubGrantee may proceed to incur costs for the Project upon receipt of an official "Notice to Proceed" from the County.

### II. WORK TO BE COMPLETED BY THE SUBGRANTEE

The grant funds are to be used only to provide services to Arapahoe County residents, excluding residents of the city of Aurora, per County CDBG guidelines.

### A. Payment

It is expressly agreed and understood that the total amount to be paid by the County under this contract shall not exceed \$114,750. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in the Project Budget and in accordance with performance criteria established in Exhibit A Scope of Services. The parties expressly recognize that the SubGrantee is to be paid with CDBG funds received from the federal government, and that the obligation of the County to make payment to SubGrantee is contingent upon receipt of such funds. In the event that said funds, or any part thereof, are, or become, unavailable, then the County may immediately terminate or, amend this agreement. To the extent C.R.S. § 29-1-110 is applicable, any financial

obligation of the County to the SubGrantee beyond the current fiscal year is also contingent upon adequate funds being appropriated, budgeted and otherwise available.

Upon expiration of this Agreement, as identified by the Agreement Date and Project Deadline (Deadline) in Exhibit A, the SubGrantee shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. These transferred funds shall revert to the County and be utilized for other purposes.

### B. Timeline

All Project activities shall be completed and draw requests submitted by the Deadline unless the Subgrantee notifies the County in writing thirty (30) days prior to the Deadline that the funds cannot be disbursed. An extension may be granted, in writing, in which all draw requests be submitted and Project activities shall be completed by thirty (30) days following the Deadline. In the event that the completion deadline falls on a weekend or holiday, the Deadline will be considered the work day prior to the scheduled completion date. If the project requires additional time past the extended Deadline, the Agreement must be modified by mutual agreement of the County and the SubGrantee.

### C. Performance Criteria

In accordance with the funding application submitted by the SubGrantee for the Project, the criteria listed below are to be met during the execution of the Project as identified in Exhibit A Scope of Services.

- 1. Quantifiable Goals
- 2. Community Impact
- 3. Monthly Performance Standards

### **D.** Reporting Requirements

- 1. Project reports will be due within twenty (20) days following the end of each reporting period as specified in Exhibit A Scope of Services until the Project is completed.
- 2. The official annual audit and/or Financial Statements for the SubGrantee in which both revenues and expenditures for the CDBG Projects described herein are detailed are due annually. The last completed official annual audit report and/or Financial Statements shall be due on May 31, and for four (4) years thereafter on May 31.
- 3. Non-profit organizations that expend \$750,000 or more annually in federal funds shall comply with the Single Audit Act of 1984, as amended, as implemented in OMB Uniform Guidance \$200.501, and other applicable federal regulations.

### III. RESPONSIBILITIES OF THE SUBGRANTEE

### A. Federal Compliance

The SubGrantee shall comply with all applicable federal laws, regulations and requirements, and all provisions of the grant agreements received from the U.S. Department of Housing and Urban Development (HUD) by the County. These include but are not limited to compliance with the provisions of the Housing and Community Development Act of 1974 and all rules, regulations, guidelines and circulars promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG Program. A listing of some of the applicable laws and regulations are as follows:

- 1. 24 CFR Part 570;
- 2. 24 CFR Parts 84 and 85 as applicable per 24 CFR 570.502;
- 3. Title VI of the Civil Rights Act of 1964;
- 4. Title VIII of the Civil Rights Act of 1968;
- 5. Sections 104(b) and 109 of the Housing and Community Development Act of 1974;
- 6. Fair housing regulations established in the Fair Housing Act, Public Law 90-284, and Executive Order 11063;
- 7. Section 504 of the Rehabilitation Act of 1973;
- 8. Asbestos guidelines established in CPD Notice 90-44;
- 9. The Energy Policy and Conservation Act (Public Law 94-163) and 24 CFR Part 39;
- 10. Non-discrimination in employment, established by Executive Order 11246;
- 11. Equal employment opportunity and minority business enterprise regulations established in 24 CFR part 570.904;
- 12. Section 3 of the Housing and Urban Development Act of 1968; The purpose of section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.
- 13. Federal procurement rules when purchasing services, supplies, materials, or equipment. The applicable federal regulations are contained in: 24 CFR Part 85 or through 24 CFR Part 84, as applicable;
- 14. Lead Based Paint regulations established in 24 CFR Parts 35 and 570.608;
- 15. Audit Requirements established in OMB Uniform Guidance §200.501; and
- 16. Cost principles established in OMB Uniform Guidance §200.430 and §200.431 as applicable per 24 CFR 570.502;
- 17. Conflict of Interest:
  - *a)* Applicability.

- (1) In the procurement of supplies, equipment, construction, and services by the County and by the SubGrantee, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively shall apply.
- (2) In all cases not governed by 24 CFR 85.36 and 84.42, the provisions of 24 CFR 570.611 (2) shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the County or by its SubGrantees to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to 24 CFR 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to 24 CFR 570.203, 570.204, 570.455, or 570.703 (i)).
- b) Conflicts prohibited. The general rule is that persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may not obtain a financial interest or benefit from a CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.
- c) Persons covered. The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the County, or any designated public agencies, or of the SubGrantee that are receiving funds under this part.
- d) Exceptions. Upon the written request of the County, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.
  - (1) *Threshold requirements*. HUD will consider an exception only after the County has provided the following documentation:
    - i. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
    - ii. An opinion of the County's attorney that the interest for which the exemption is sought would not violate State or local law.
  - (2) Factors to be considered for exceptions. In determining whether to grant a requested exception after the County has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the

purposes of the Act and the effective and efficient administration of the County's program or project, taking into account the following factors, as applicable:

- i. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- ii. Whether an opportunity was provided for open competitive bidding or negotiation;
- iii. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
- iv. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question;
- v. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;
- vi. Whether undue hardship will result either to the County or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
- vii. Any other relevant considerations.
- 18. The SubGrantee cannot engage in a federally funded contract with any entity registered in the Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs.
- 19. Labor Standards (Davis-Bacon)

Except for the rehabilitation of residential property that contains less than eight (8) units, the SubGrantee, and its contractor and all subcontractors shall comply with the Davis-Bacon Act, 40 U.S.C. 276a to 276a-7, and applicable regulations of the Department of Labor under 29 C.F.R. Part 5, requiring the payment of wages at rates of not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor, when the project costs total \$2,000 or more and the work is financed in whole or in part with assistance provided under this Agreement. The applicable Davis-Bacon wage rate schedule must be included in all bid and contract documents, as well as the "Federal Labor Standards Provisions", Form HUD-4010.

### 20. Lead Based Paint Regulations

If the Project involves acquisition, construction, demolition, rehabilitation, or any other activity related to residential housing, and the building was built prior to 1978, Lead Based Paint Laws and Regulations apply, as established in 24 CFR Parts 35 and 24 CFR

570.608. Further, all applicable federal and state laws relating to lead-based paint must be followed, including such regulations promulgated by the U.S. Environmental Protection Agency and the State Department of Public Health and Environment, including regulations for non-housing buildings. If the SubGrantee does not follow and document lead based paint laws and regulation compliance, the SubGrantee will not be eligible for reimbursement.

### 21. Environmental Review

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and, if required, receipt by Arapahoe County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on Arapahoe County's determination to proceed with, modify, or cancel the project based on the results of a subsequent environmental review.

### 22. Uniform Relocation Act (URA)

The Project is subject to the relocation and acquisition requirements of the Uniform Relocation Act of 1970, as amended, and implemented at 49 CFR Part 24; Section 104(d) of the Housing & Community Development Act, as amended, and implemented at 24 CFR Part 42; and Displacement, Relocation, Acquisition, and Replacement of Housing implemented at 24 CFR 570.606. The SubGrantee must comply with the County's Anti Displacement and Relocation Assistance Plan on file and must pay all relocation expenses as applicable under the Act. Relocation payment calculations, records of Relocation payments and all other Relocation records are subject to County or federal review and monitoring. The SubGrantee agrees that it will pay any relocation expenses required by the Act and will reimburse the County for any relocation payments the County paid as a result of monitoring review by the County or any federal agency, as required by the Act.

### **B.** Non-Appropriations Clause

The SubGrantee agrees that it will include in every contract it enters, which relies upon CDBG monies for funding, a non-appropriation clause that will protect itself, and the County from any liability or responsibility or any suit which might result from the discontinuance of CDBG funding for any reason. Because this SubGrantee Agreement involves funds from a federal grant, to the extent there is a conflict the funding provisions of this SubGrantee Agreement, the federal grant and the federal statutes control rather than the provisions of Section 24-91-103.6, C.R.S. with regard to any public work projects.

### C. Expenditure Restrictions

All CDBG funds that are approved by HUD for expenditure under the County's grant agreement, including those that are identified for the SubGrantee's Projects and activities, shall be allocated to the specific projects and activities described and listed in the grant agreements. The allocated funds shall be used and expended only for the projects and activities for which the funds are identified.

### **D.** Agreement Changes

No projects or activities, nor the amount allocated therefore, may be changed without approval by the County and acceptance of the revised Final Statement and/or Consolidated Plan by HUD, if required. Changes must be requested in writing and may not begin until a modification to this Agreement is fully executed.

### E. Direct Project Supervision and Administration

The SubGrantee shall be responsible for the direct supervision and administration of its respective projects or activities. This task shall be accomplished through the use of the SubGrantee's staff, agency and employees. The SubGrantee shall be responsible for any injury to persons or damage to property resulting from the negligent acts or errors and omissions of its staff, agents and employees. Because the SubGrantee is responsible for the direct supervision and administration of its projects or activities, the County shall not be liable or responsible for cost overruns by the SubGrantee on any projects or activities. The County shall have no duty or obligation to provide any additional funding to the SubGrantee if its projects or activities cannot be completed with the funds allocated by the County to the SubGrantee. Any cost overruns shall be the sole responsibility of the SubGrantee.

- 1. The SubGrantee agrees that all funds allocated to it for approved projects or activities shall be used solely for the purposes approved by the County. Said funds shall not be used for any non-approved purposes.
- 2. The SubGrantee agrees that the funds allocated for any approved projects or activities shall be sufficient to complete said projects or activities without any additional CDBG funding.

### F. Bonding and Insurance

If the SubGrantee's projects involve construction activities, any Contractor it uses for said activities shall be required to provide and maintain, until final acceptance by the SubGrantee of all work by such Contractor, the kinds and minimum amounts of insurance as follows:

- 1. Comprehensive General Liability: In the amount of not less than \$1,000,000 combined single limit. Coverage to include:
  - a. Premises Operations
  - b. Products/Completed Operations
  - c. Broad Form Contractual Liability
  - d. Independent Contractors
  - e. Broad Form Property Damage
  - f. Employees as Additional Insured
  - g. Personal Injury
  - h. Arapahoe County and the SubGrantee as Additional Named Insured
  - i. Waiver of Subrogation
- 2. Comprehensive Automobile Liability: In the amount of not less than \$1,000,000 combined single limit for bodily injury and property damage. Coverage to include:
  - a. Arapahoe County and the SubGrantee as additional Named Insured
  - b. Waiver of Subrogation
- 3. Employers Liability and Workers Compensation: The Contractor shall secure and maintain employer's liability and Worker's Compensation Insurance that will protect it against any and all claims resulting from injuries to and death of workers engaged in work under any contract funded pursuant to this agreement. Coverage to include Waiver of Subrogation.
- 4. All referenced insurance policies and/or certificates of insurance shall be subject to the following stipulations:
  - a. Underwriters shall have no rights of recovery subrogation against Arapahoe County or the SubGrantee; it being the intent of the parties that the insurance policies so effected shall protect the parties and be primary coverage for any and all losses covered by the described insurance.
  - b. The clause entitled "Other Insurance Provisions" contained in any policy including Arapahoe County as an additional named insured shall not apply to Arapahoe County, or the SubGrantee.
  - c. The insurance companies issuing the policy or policies shall have no recourse against Arapahoe County, or the SubGrantee for payment of any premiums due or for any assessments under any form of any policy.
  - d. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

- 5. Certificate of Insurance: The Contractor shall not commence work under any contract funded pursuant to this Agreement until he has submitted to the SubGrantee, received approval thereof, certificates of insurance showing that he has complied with the foregoing insurance requirements. The SubGrantee shall also submit a copy of the Contractor's certificates of insurance to the County.
- 6. Notwithstanding the provisions contained in this paragraph (H) set forth hereinabove, the County reserves the right to modify or waive said provisions for projects or activities for which these provisions would prove prohibitive. The SubGrantee understands, however, that the decision to waive or modify those provisions is fully within the discretion of the County.

In accordance with 24 CFR parts 84 and 85, the following bonding requirements shall apply to all projects exceeding the simplified acquisition threshold (currently \$150,000):

- 1. A bid guarantee from each bidder equivalent to 5% of the bid price;
- 2. A performance bond on the part of the contractor for 100% of the contract price; and
- 3. A payment bond on the part of the contractor for 100% of the contract price.

### G. Records

The SubGrantee shall maintain a complete set of books and records documenting its use of CDBG funds and its supervision and administration of the Project. Records are to include documentation verifying Project eligibility and national objective compliance, as well as financial and other administrative aspects involved in performing the Project. The SubGrantee shall provide full access to these books and records to the County, the Secretary of HUD or his designee, the Office of the Inspector General, and the General Accounting Office so that compliance with Federal laws and regulations may be confirmed. The SubGrantee further agrees to provide to the County upon request, a copy of any audit reports pertaining to the SubGrantee's financial operations during the term of this Agreement. All records pertaining to the Project are to be maintained for a minimum of five years following close-out of the Project.

### H. Reporting

The SubGrantee shall file all reports and other information necessary to comply with applicable Federal laws and regulations as required by the County and HUD. This shall include providing to the County the information necessary to complete annual Performance Reports in a timely fashion.

### I. Timeliness

The SubGrantee shall comply with the performance standards established in Exhibit A of this Agreement. The SubGrantee understands that failure to comply with the established standards may lead to a cancellation of the Project and a loss of all unexpended funds.

### J. Reimbursement for Expenses

The SubGrantee agrees that before the County can distribute any CDBG funds to it, the SubGrantee must submit to the County's Housing and Community Development Services Division documentation in the form required by that Division which properly and fully identifies the amount which the SubGrantee is requesting at that time. The County shall have ten (10) working days to review the request. Upon approval of the request, the County will distribute the requested funds to the SubGrantee as soon as possible.

### K. Program Income

All program income directly derived from the Arapahoe County Community Development Block Grant Program received by the SubGrantee will be returned to the County unless authorized in Exhibit A Scope of Services to be retained by the SubGrantee and dispersed for its approved CDBG Project activities. If the retention and re-use of Program Income is Authorized, it must be dispersed for its approved CDBG Project activities before additional CDBG funds are requested from the County. Following completion of the SubGrantee's Arapahoe County CDBG Projects, all program income directly generated from the use of CDBG funds will be remitted to the County.

### L. Real Property

Real property acquired in whole or in part with CDBG funds shall be utilized in accordance with the scope and goals identified in Exhibit A Scope of Services attached to and made a part of this Agreement. Should the property in question be sold or otherwise disposed of, or the approved property usage discontinued, the SubGrantee shall adhere to the requirements of 24 CFR Parts 84 or 85 (as applicable) regarding the use and disposition of real property.

### M. State and County Law Compliance

All responsibilities of the SubGrantee enumerated herein shall be subject to applicable State of Colorado statutes and County ordinances, resolutions, rules, and regulations.

### N. Subcontracts

If subcontracts are used on the Project, the SubGrantee agrees that the provisions of this Agreement shall apply to any subcontract.

### O. Suspension or Termination

This Agreement may be immediately suspended or terminated upon written notification from the County if the SubGrantee materially fails to comply with any term of this Agreement. This Agreement may also be terminated for convenience by mutual agreement of the County and the SubGrantee.

### P. Urban County Designation

In the event that the Unit of General Local Government should withdraw from the County's "Urban County" designation, this Agreement shall terminate as of the termination date of the County's CDBG grant Agreement with HUD.

### Q. Certification

The SubGrantee certifies that to the best of its knowledge and belief:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any 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; and,
- 2. 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 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

### R. Disallowance

If it is determined by HUD or other federal agency that the expenditure, in whole or in part, for the SubGrantee's Project or activity was improper, inappropriate or ineligible for reimbursement, then the SubGrantee shall reimburse the County to the full extent of the disallowance.

### S. Reversion of Assets

Upon expiration of this Agreement, the SubGrantee shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the SubGrantee's control that was acquired or

improved in whole or in part with CDBG funds (including CDBG funds provided to the SubGrantee in the form of a loan) in excess of \$25,000 is either:

- (i) Used to meet one of the national objectives in §570.208 (formerly §570.901) until five years after expiration of the agreement, or for such longer period of time as determined to be appropriate by the County and specified in Exhibit A Scope of Services; or
- (ii) Not used in accordance with national objectives in §570.208 (formerly §570.901), in which event the SubGrantee shall pay to the County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

### IV. RESPONSIBILITIES OF THE COUNTY

### A. Administrative Control

The Parties recognize and understand that the County will be the governmental entity required to execute all grant agreements received from HUD pursuant to the County's requests for CDBG funds. Accordingly, the SubGrantee agrees that as to its projects or activities performed or conducted under any CDBG agreement, the County shall have the necessary administrative control required to meet HUD requirements.

### B. Performance and Compliance Monitoring

The County's administrative obligations to the SubGrantee pursuant to paragraph A above shall be limited to the performance of the administrative tasks necessary to make CDBG funds available to the SubGrantee and to provide Housing and Community Development Services staff whose job it will be to monitor the various projects funded with CDBG monies to monitor compliance with applicable Federal laws and regulations.

### C. Reporting to HUD

The County will be responsible for seeing that all necessary reports and information required of the County are filed with HUD and other applicable Federal agencies in a timely fashion.

### V. EXTENT OF THE AGREEMENT

This agreement, including any documents attached as exhibits which are hereby incorporated herein by reference, represents the entire and integrated agreement between the County, and SubGrantee and supersedes all prior negotiations, representations or agreements, either written or oral. Any amendments to this agreement must be in writing

and signed by both the County, and SubGrantee. If any portion of this agreement is found by a court of competent jurisdiction to be void and/or unenforceable, it is the intent of the parties that the remaining portions of this agreement shall be of full force and effect.

### VI. NOTICES

Notices to be provided under this Agreement shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the addresses set forth:

To the County: Arapahoe County Attorney

5334 S. Prince Street Littleton, CO 80120-1136

<u>and</u>

Arapahoe County Housing and Community Development

1690 W. Littleton Blvd., #300 Littleton, CO 80120-2069

To the SubGrantee: City of Littleton

2255 West Berry Avenue Littleton, CO 80120

t to be duly executed this
·

Don Klemme on behalf of the Board of County Commissioners Pursuant to Resolution #160097

### **EXHIBIT A**

## SCOPE OF SERVICES FOR CDBG FACILITIES

Subgrantee: City of Littleton

Project Name: Littleton Sidewalk Improvements

Program Name: Community Development Block Grant (CDBG)

CFDA #: CDBG 14.218 Project #: LTPF1608

AGREEMENT AMOUNT: \$ 114,750

AGREEMENT END DATE AND PROJECT DEADLINE: October 31, 2017

### **INTRODUCTION**

This Scope of Services is attached to and incorporated into the SubGrantee Agreement between the Board of County Commissioners of the County of Arapahoe, State of Colorado and City of Littleton, Colorado (SubGrantee) as referenced in the Agreement. The purpose of this Scope of Services is to further describe the project requirements referenced in Section II. C. - Performance Criteria of the SubGrantee Agreement.

### 1. FEDERAL REGULATORY INFORMATION

CDBG National Objective<sup>1</sup>: <u>Benefit to low- and moderate- income (LMI) persons</u>

HUD Matrix Code:	03L	Proposed Number of beneficiaries*	: 5,205		
	Sidewalks		74.35% LMI		
Accomplishment Typ	oe: LMA – Low/N	e: LMA – Low/Mod Area Benefit			
	01: People (G	01: People (General)			
		number of total number of $igties$ PEOPlembers of a household).	.E or  HOUSEHOLDS who will		
The Project will be carried out under the:  ☐ CDBG Area Benefit definition ☐ CDBG Limited Clientele definition					
For Area Benefit, list neighborhoods and census tracts in which the Activity will be carried out:					
Neighborhoods:	Progress Park				
Census Tracts:	66.01	Block Group, if applicable:	66.01		

Block Group 1, 2, 3 & 4

<sup>&</sup>lt;sup>1</sup> Change to appropriate National Objective if necessary.

### 2. ACTIVITY DESCRIPTION/PERFORMANCE GOALS

### a. Purpose (short description of program purpose)

The purpose of this project is to improve the city's pedestrian infrastructure, particularly in the city's lower income neighborhoods; thereby, providing residents with safe access to community resources, in this case, Cornerstone and Progress Park. The improvements will provide all residents with sidewalks and curb ramps that meet ADA standards.

### b. Goals and Community Impact

The goal of this project is to successfully install five feet wide sidewalks and curb ramps that meet ADA standards, along W. Prentice Avenue from South Hickory Street to South Delaware Street. Thereby improving the pedestrian infrastructure surrounding Cornerstone and Progress Park. If feasible, based on contractor bids, this project will install roughly 1,200 linear feet of sidewalk.

### c. Project Address

Progress Park Neighborhood in Littleton, CO. Project boundaries are West Prentice Avenue between South Hickory Street and South Delaware Street. Project location is in Census Tract 66.01, Block Group 1, 2, 3, and 4, as these Census Tracts and Block Groups exceed the low income threshold for area benefit projects, as determined by the most current LMISD Data Sets used by the Federal Reporting system, IDIS.

### d. Name of Organization Carrying out the Activity

Organization is: Another unit of local gov't;	Another public agency;	CBDO only; [	oxtimesSubrecipient only; [	CBDO desi	gnated as
subrecipient					

### e. Local Jurisdictions rules and regulations/ADA

SubGrantee agrees that it has read and understands the local jurisdiction's rules and regulations and local codes pertaining to the work and that all work will be permitted with the municipality and completed according to its rules and regulations. SubGrantee will perform the work in accordance with the Americans with Disabilities Act (ADA).

### f. Detailed Program Requirements

- City of Littleton will complete a competitive bidding process through a request for proposal/invitation to bid.
- Before publishing, the bid packet must be reviewed and approved by County HCDS staff.
- Bid packet must include Davis-Bacon bid language, Davis-Bacon wage decision (most current Arapahoe County, Highway decision), HUD-4010 (Federal Labor Standards) and Section 3 Clause.
- Each Contract must include the correct Davis-Bacon wage decision, Federal Labor Standards and Section 3 Clause.

- Project will install roughly 1,200 linear feet of new concrete sidewalk curb and gutter that meet current ADA standards, along West Prentice Avenue between South Hickory Street and South Delaware Street.
- The selected general contractor must be registered in <u>www.SAM.gov</u>, with no active exclusions, meaning the contractor is eligible to receive federal funds, as determined by the <u>www.SAM.gov</u> search using the contractor name and/or DUNS number, as provided in the bid submission.
- General Contractor will be responsible for Davis-Bacon and Related Acts (DBRA) compliance.
- Selected contractor must use LCPtracker for submitting Davis-Bacon certified payrolls in accordance with DBRA requirements.
- Every effort to use local business firms and contract with small, minority-owned and/or womenowned, and Section 3 businesses in the procurement process should be made to the maximum extent feasible.
- Final Drawdown Request must be accompanied by a year-end Completion Report, highlighting project accomplishments, including pre and post pictures.

#### g. Program Income

Program income is the gross income received by the SubGrantee directly generated from the use of CDBG funds under this Agreement. Program income includes:

- Proceeds from the sale or lease of property purchased or improved with CDBG funds until five years after the termination of this Agreement;
- Proceeds from the sale or lease of equipment purchased with CDBG funds;
- Gross income from the use or rental of real or personal property acquired, constructed or improved by the SubGrantee less costs incidental to the generation of income;
- Payments of principal and interest on loans made by the SubGrantee using CDBG funds;
- Proceeds from the sale of loans or obligations secured by loans made with CDBG funds;
- Interest earned on program income pending its disposition (NOTE: interest earned on CDBG funds held in revolving loan funds is not program income and must be remitted to the U.S. Treasury at least annually); and
- Funds collected through special assessments on properties not owned and occupied by LMI households in order to recover the CDBG portion of a public improvement.

The County authorizes does not authorize the SubGrantee to retain Program Income to be used for eligible CDBG activities. If authorized, Program income may be used for the following purposes:

Reporting program income: On February 28 of each year, the SubGrantee must report to the County on the amount of Program Income received, less costs incidental to the generation of Program Income, that is in excess of \$25,000. Any Program Income in excess of the amount of CDBG funds identified in Section i. Budget must be repaid to the County.

#### i. Budget

ITEM	TOTAL BUDGET *Preliminary Estimate	AMOUNT PAID BY COUNTY
Construction Contract	\$114,750	\$114,750
TOTAL	\$114,750	\$114,750

The amounts in each budget line item may be adjusted with the written approval of the County; provided, however, that the total amount of the award does not change.

Retainage: Up to 5% of each draw may be retained to ensure that the work is completed satisfactorily. Retainage withheld will be paid within 60 days upon the completion and satisfactory inspection of the work.

#### 3. DRAW REQUESTS

Draw requests are due for each calendar month by the 20<sup>th</sup> day of the following month. Draw requests must include:

- a. Draw cover sheet showing itemized list of expenditures (HCDS form)
- b. Supporting documentation (check all that apply):

Third-party invoices or receipts
Check copies showing payment cashment (cancelled checks)
Lien Waivers
Davis-Bacon Certified Payrolls—the one unit is considered a group home and therefore
exempt from Davis Bacon
Federal Accountability and Transparency Act form (Attachment 1)*
*Per the Federal Accountability and Transparency Act of 2006 as amended, compensation data for certain officials
must be reported. The report form is attached herein as Attachment 1. This form must be submitted with the first
draw request and updated if there are changes

Note: Payments on draws submitted after May 20 may be delayed due to end-of-year HUD reporting

#### 4. REPORTING

Data collection must be completed demonstrating income eligibility and achievements met towards meeting the objectives described in Section 2 Activity Description. The disbursement of funds is contingent upon the receipt of the required information.

Reports are due for each calendar month by the 20<sup>th</sup> day of the following month. Reports must include:

- No. of beneficiaries served during the reporting period
- Demographic information\* for 

   \sum the individual served, or 
   \sum each household member
- Household income\* (if applicable)
- Brief narrative report on activities contained in Section 2

\*HCDS will provide a form for the collection of beneficiary income and demographic information; however, the SubGrantee may use its own form, or a form used for another fund source for the same program, provided that the following information is collected:

- Unique identifier: Name and address
- Whether the head of household is female and/or disabled
- Whether the head of household is aged 62 years or older
- Total number of household members
- Total income of all household members
- Ethnicity: Hispanic or Latino OR Not Hispanic or Latino of each household member
- The race of each household member:

White

Black or African American

Asian

American Indian or Alaska Native

Native Hawaiian or Other pacific Islander

American Indian or Alaska Native and White

Asian and White

Black or African American and White

American Indian or Alaska Native and Black or African American

Other Multi-Racial

NOTE: Both ethnicity AND race category must be selected for each household member

• Signature attesting to the accuracy of the information submitted.

#### 5. RECORD-KEEPING AND MONITORING

SubGrantee shall retain on file the following documents for a period of five years beyond the final close-out of this grant. Files shall be made available to Arapahoe County, the Department of Housing and Urban Development, the Office of Inspector General, the General Accounting Office, or any other federal regulatory agency, upon request for monitoring purposes.

- 1. Agreement between County and SubGrantee
- 2. Draw Requests and supporting documentation (see Section IV Draw Requests)
- 3. Beneficiary Data (see Section V Reporting)
- 4. Annual audits
- 5. Records of compliance with federal procurement rules when the SubGrantee awards contracts, utilizing CDBG funds, for services, supplies, materials or equipment, that are in the amount of \$100,000 or more, or when CDBG funds, in any amount, are used for construction activities. SubGrantees should follow their local jurisdiction's or State procurement policies; provided that they are not in conflict with applicable federal law. Labor clauses contained in HUD-4010 and the applicable Davis-Bacon wage rate decision must be a physical part of a bid package. 24 CFR 85.36
  - a. Copies of bid documents
  - b. Copies of contracts
  - c. Copies of all payments and supporting documentation to contractors and vendors
- 6. Records pertaining to Labor Laws and Requirements
  - http://www.hud.gov/offices/adm/hudclips/forms/files/4010.pdf
- 7. Davis-Bacon wage rate decisions when project costs are \$2,000 or more
- 8. Davis-Bacon weekly payroll records, including overtime records

- 9. Section 3 outreach efforts, for contracts between the County and SubGrantee that are in the amount of \$100,000 or more, and for contracts between the SubGrantee and its sub-contractors that are in the amount of \$200,000 or more
  - a. Women and Minority Business Enterprise outreach efforts and records of contracts with woman- and minority-owned businesses
  - b. Copies of contracts with sub-contractors
- 10. Records of lead-based paint assessment, abatement and final clearance, if applicable
- 11. Records of asbestos assessment, abatement and final clearance, if applicable
- 12. Records of acquisition and/or relocation, if applicable

For	R COUNTY USE ONLY – FEDERAL IDIS REPORTING
1.	Performance Goal:   ☐ Create suitable living environments; ☐ Provide decent affordable housing; ☐ Create economic opportunities
2.	Performance Outcome: 🔀 Availability/Accessibility; 🔲 Affordability; 🔲 Sustainability
3.	Check box if project address is to be marked as confidential
4.	Activity Purpose: ☐Prevent Homelessness; ☐Help the Homeless; ☐Help those with HIV/AIDS; ☒Help persons with disabilities
5.	Accomplishments to be reported at another activity: IDIS #
6.	Activity being carried out by Grantee? $\square$ yes; $\boxtimes$ no If yes, activity is being carried out through: $\square$ Employees; $\square$ Contractors; $\square$ Both
7.	If Agreement is with another County department, the activity will be carried out by: County employees; Contractors;
	□Both
8.	Area Type: ☐CDFO Area; ☐Local Target Area; ☐Strategy Area
9.	Special Characteristics: Presidentially Declared major Disaster Area; Historic Preservation Area; Brownfield Redevelopment Area –
	indicate number of acres remediated:
10.	Activity Information: One-for-One Replacement; Displacement; Favored Activity; Special Assessment; Revolving Fund; Float
	Funded

## **Attachment 1**

## Arapahoe County HCDS

## Federal Funding Accountability and Transparency Act (FFATA)

In accordance with Federal Acquisition Regulation Clause 52.204-10, reporting is required for awards of \$25,000 or more.

Information Field	Response
Definitions can be found on the reverse of this form.  1. Agency or Jurisdiction DUNS number:	
Subrecipient name Receiving Award:	
3. Subrecipient Parent DUNS number: (report if different from agency number above)	
4. Location of Entity Receiving Award:	
(full street address)	
5. Primary location of Performance of the Award:	
(City, State and Congressional District)	
	Answer True or False (below)
6. In the preceding fiscal year, Contractor received:	
\ \phi 25 000 000 \ \tag{1}	
a.) \$25,000,000 or more in annual gross revenues	
from federal procurement contracts/subcontracts and/or federal financial assistance awards or	
subawards subject to the Transparency Act. b.) 80% or more of its annual gross revenues	
from federal procurement contracts/subcontracts	
and/or federal financial assistance awards or	
subawards subject to the Transparency Act.	
c.) The public does not have access to information	
about the compensation of its five most highly	
compensated Executives through periodic reports	
filed through the Securities Exchange Act of 1934 or	
the IRS.	
An answer to question 7 is required ONLY	Y when all answers to questions 6 are true.
7. Names and total compensation of the five (5) most hi	ighly compensated Executives for the preceding fiscal year:
7. Trumes and total compensation of the five (5) most in	ignly compensated Executives for the preceding fiscal year.
Print Name	Compensation Amount
Du signing helow I contifu the information contained in the	his report is complete and accurate to the heat of are-
By signing below, I certify the information contained in the knowledge	his report is complete and accurate to the best of my
By signing below, I certify the information contained in the knowledge.	his report is complete and accurate to the best of my
	his report is complete and accurate to the best of my
	his report is complete and accurate to the best of my

#### **Definitions**

- 1. The DUNS Number of the agency receiving the award, which is used as the unique entity identifier. **DUNS Number Dun and Bradstreet (D&B)** This commercial entity maintains a repository of unique identifiers (D-U-N-S Numbers), which are nine-digit sequences recognized as the universal standard for identifying business entities and corporate hierarchies. Any organization that has a Federal contract or grant must have a DUNS Number.
- 2. The name of the entity receiving the award; Sub-Grantee, Sub-Recipient, Sub-Awardee.
- 3. The DUNS Number of the agency receiving the award (if different than Sub-Recipient in box #1), which is used as the unique entity identifier. **DUNS Number Dun and Bradstreet (D&B)** This commercial entity maintains a repository of unique identifiers (DUNS Numbers), which are nine-digit sequences recognized as the universal standard for identifying business entities and corporate hierarchies. Any organization that has a Federal contract or grant must have a DUNS Number.
- 4. The business office location of the entity receiving the award under the award including the city, state, congressional district, and country.
- 5. The primary location of performance under the award including the city, state, congressional district, and country.
- 6. The names and total compensation of the five highest-paid officers of an entity if, in the preceding fiscal year, that entity received: 80% or more of its annual gross revenues in Federal awards, \$25,000,000 or more in annual gross revenues from Federal awards, and the public does not already have access to data on executive compensation through reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934, or section 6104 of the Internal Revenue Code of 1986.

# CITY OF LITTLETON CDBG PROGRAM SUMMARY 1992-2015

YEAR	PROJECT	STATUS	FUNDING
1992	Housing Rehabilitation	Complete	\$85,000
1992	Promise Park	Complete	\$65,000
1992	TOTAL		\$150,000
1993	Housing Rehabilitation	Complete	\$24,500
1993	Park Acquisition (300 W. Powers Place)	Complete	\$77,000
1993	West Powers Ave. Sidewalk (Bannock to Delaware)	Complete	\$74,180
1993	TOTAL		\$175,680
1994	Housing Rehabilitation	Complete	\$85,000
1994	IDA Avenue Park	Complete	\$22,000
1994	East Elementary Sidewalk & Landscaping	Complete	\$9,000
1994	Disabled Access  1. W. Powers Sidewalk - ADA (\$30,771)	Complete	\$79,077
	2. City Center & Library ADA Imp. (\$9,232)	Complete	
	3. ADA Surfaces for IDA Park (\$7,074)	Complete	
	4. Upper Ridgewood Park– SSP&RD (\$32,000)	Complete	
1994	TOTAL		\$195,077
1995	Housing Rehabilitation	Complete	\$26,711
1995	Park Acquisition (5350 S. Elati St.)	Complete	\$20,000
1995	Park Development (300 W. Powers Place)	Complete	\$25,000
1995	Disabled Access Improvements  1. Sterne Park Playground - S. Suburban (\$36,781)	Complete	\$170,636
	<ul><li>2. Harlow Park - S. Suburban (\$45,000)</li><li>3. Curb Ramps/Sidewalks (\$88,855)</li></ul>	Complete Complete	
1995	TOTAL	•	\$242,347

YEAR	PROJECT	STATUS	FUNDING
1996	Housing Rehabilitation	Complete	\$60,000
1996	Park Development (5350 S. Elati St.)	Complete	\$27,547
1996	Disabled Access Improvements: Ramps/ Sidewalks	Complete	\$42,453
1996	Downtown Sidewalks: (Design and Construction)	Complete	\$91,054
1996	TOTAL		\$221,054
1997	Downtown Sidewalks (Construction)	Complete	\$209,240
1997	TOTAL		\$209,240
1998	Housing Rehabilitation	Complete	\$40,000
1998	Downtown Sidewalks (Construction)	Complete	\$173,645
1998	TOTAL		\$213,645
1999	Housing Rehabilitation	Complete	\$100,000
1999	Downtown Sidewalks (Construction)	Complete	\$102,007
1999	Family Self-Sufficiency	Complete	\$9,859
1999	TOTAL	L \$211,86	
2000	Housing Rehabilitation	Complete	\$50,000
2000	ADA –Sidewalks and Curb Ramps	Complete	\$ 165,063
2000	Family Self-Sufficiency	Complete	\$6,291
2000	TOTAL		\$221,354
2001	Housing Rehabilitation	Complete	\$30,000
2001	Disabled Access –Sidewalks and Curb Ramps	Complete	\$200,125
2001	TOTAL		\$230,125
2002	Disabled Access–Sidewalks and Curb Ramps	Complete	\$100,000
2002	Village Early Childhood Education Expansion	Complete	\$50,000
2002	TOTAL		\$150,000

YEAR	PROJECT	STATUS	FUNDING
2003	Disabled Access–Sidewalks and Curb Ramps	Complete	\$100,000
2003	Arapahoe/Douglas Mental Health Residential Treatment Facilities-Site Work	Complete	\$50,000
2003	TOTAL		\$150,000
2004	Village Early Childhood Building Expansion	Complete	\$150,000
2004	TOTAL		\$150,000
2005	Village Early Childhood Building Expansion	Complete	\$127,500
2005	ADMHN Integrated Health Care Initiative	Complete	\$22,500
2005	TOTAL		\$150,000
2006	Northeast Neighborhood Sidewalk Replacement Project	Complete	\$122,635
2006	Doctor's Care Integrated Health Care Initiative	Complete	\$22,500
2006	TOTAL		\$145,135
2007	Northeast Neighborhood Sidewalk Replacement Project	Complete	\$110,440
2007	Doctor's Care Integrated Health Care Initiative	Complete	\$22,500
2007	TOTAL		\$132,940
2008	Northeast Neighborhood Streets & Sidewalks Project	Complete	\$267,500
2008	Doctor's Care Integrated Health Care Initiative	Complete	\$22,500
2008	TOTAL		\$290,000
2009	Northeast Neighborhood Streets & Sidewalks Project	Complete	\$71,938
2009	Doctor's Care Integrated Health Care Initiative	Complete	\$22,500
2009	Littleton Immigration Integration Initiative	Complete	\$16,837
2009	TOTAL		\$111,275
2010	Northeast Neighborhood Streets & Sidewalks Project	Complete	\$127,500
2010	Doctor's Care Integrated Health Care Initiative	Complete	\$22,500
2010	TOTAL		\$150,000

YEAR	PROJECT	STATUS	FUNDING
2011	Northeast Neighborhood Streets & Sidewalks Project	Complete	\$127,500
2011	Doctor's Care Integrated Health Care Initiative	Complete	\$22,500
2011	TOTAL		\$150,000
2012	Northeast Neighborhood Streets & Sidewalks Project	Complete	\$127,500
2012	Doctor's Care Integrated Health Care Initiative	Complete	\$22,500
2012	TOTAL	_	\$150,000
2013	Northeast Neighborhood Streets & Sidewalks Project	Complete	\$127,500
2013	Doctor's Care Integrated Health Care Initiative	Complete	\$22,500
2013	TOTAL		\$150,000
2014	Northeast Neighborhood Streets Project	Complete	\$127,500
2014	Doctor's Care- Care Management/Patient Navigation	Complete	\$22,500
2014	TOTAL		\$150,000
2015	Northeast Neighborhood Streets Project	Complete	\$122,817
2015	Doctor's Care- Connection to Coverage & Health Care	Complete	\$22,500
2015	TOTAL		\$145,317
1992-2015	GRAND TOTAL		\$4,245,055



# City of Littleton

Littleton Center 2255 West Berry Avenue Littleton, CO 80120

## **Staff Communication**

5(b)

File #: ID# 17-49, Version: 1

Agenda Date: 03/07/2017

Subject:

Approval of the February 21, 2017 regular meeting minutes

Presented By: Wendy Heffner, City Clerk

#### RECORDING SECRETARY'S CERTIFICATION:

I hereby certify that the attached minutes are an accurate representation of motions made and action taken at the February 21, 2017, regular meeting of the city council. I have also reviewed the video recording for the February 21, 2017 regular meeting of the Littleton City Council and certify that the video recording is a full, complete, and accurate record of the proceedings and there were no malfunctions in the video or audio functions of the recording.

#### **PROPOSED MOTION:**

I move to approve the minutes for the February 21, 2017 regular meeting of the Littleton City Council.



## **City of Littleton**

Littleton Center 2255 West Berry Avenue Littleton, CO 80120

## **Meeting Minutes**

## **City Council**

Tuesday, February 21, 2017 6:30 PM Council Chamber

#### **Regular Meeting**

#### 1. Roll Call

Present: 7 - Mayor Pro-Tem Brinkman, Council Member Cernanec, Mayor Beckman, Council Member Clark, Council Member Cole, Council Member Hopping and Council

Member Valdes

#### 2. Pledge of Allegiance

#### 3. Approval of Agenda

#### 4. Public Comment

Public Comment with the exception of scheduled public hearings

Issac Ehrnstein - A flag for Littleton

Carol Brzeczek - Subdivision Exemption

Deanna Cook - Littleton Crossing / Zoning Issues / Subdivision Regulations
Pam Chadbourne - Constraining B-2 / Examine Zoning in Downtown / Reinstate
Design Review Committee / Parking Study

David Mitchell - No appeal for years / has been told BBOA cannot meet without staff / How to schedule an appeal

#### 5. Consent Agenda Items

a) <u>ID# 17-43</u>

Motion to change the start time of the February 27, February 28 and March 1, 2017 City Council Study Session meetings for Authority, Board and Commission Interviews

Council Member Cernanec moved and Mayor Pro Brinkman seconded to approve consent agenda item 5(a). The vote is 7-0. The motion carries unanimously.

#### **Items Removed from the Consent Agenda**

**Resolution** 03-2017

Resolution authorizing the approval of the 2016 Arapahoe County Community Development Block Grant Program Subgrantee Agreement for the Littleton Sidewalk Improvements Project

Council Member Clark removed item 5(b) from the Consent Agenda

Council Member Cernanec moved and Council Member Valdes seconded to table item 5(b) to the next scheduled regular meeting of the City Council, March 7,

2017, to allow for legal research and title change. The vote is 7-0. The motion carries unanimously.

 Aye: 7 - Mayor Pro Tem Brinkman, Council Member Cernanec, Mayor Beckman, Council Member Clark, Council Member Cole, Council Member Hopping and Council Member Valdes

c) ID# 17-41 Certification of the February 7, 2017 regular meeting minutes

Council Member Clark removed item 5(c) from the Consent Agenda

Council Member Brinkman moved and Council Member Cernanec seconded to approve, based on the city clerk's certification, the February 7, 2017 video as the minutes for the February 7, 2017 regular meeting of the City Council. The vote is 6-1 with Council Member Clark voting no. The motion carries.

**Aye:** 6 - Mayor Pro Tem Brinkman, Council Member Cernanec, Mayor Beckman, Council Member Cole, Council Member Hopping and Council Member Valdes

Nay: 1 - Council Member Clark

#### 6. Ordinances for Second Reading and Public Hearing

#### **Public Hearing Roster on Ordinance 02-2017**

Carol Brzezeck - Would like the definition of minutes to be expanded from just action minutes

a) <u>Ordinance</u> 02-2017

An ordinance on second reading amending section 1-3-2 of the city code to add a new definition for 'minutes'

Council Member Clark moved and Council Member Valdes to approve an ordinance on second reading which amends section 1-3-2 of the city code to add a new definition for minutes.

Council Member Clark moved and Council Member Cernanec seconded to amend the main motion to replace lines 29 to 31 of the ordinance with "the video recordings will be kept in perpetuity." the vote on the amended motion is 5-2, with Mayor Pro Tem Brinkman and Council Member Hopping voting no. The amendment to the main motion carries.

The vote on the amended main motion is 5-2, with Council Members Cole and Hopping voting no. The motion carries.

Aye: 5 - Mayor Pro Tem Brinkman, Council Member Cernanec, Mayor Beckman, Council Member Clark and Council Member Valdes

Nay: 2 - Council Member Cole and Council Member Hopping

#### Public Hearing Roster on Ordinance 03-2017

No speakers

**Ordinance** 03-2017

An ordinance on second reading approving an Interceptor Transfer Agreement between the city and the Roxborough Water and Sanitation

District regarding ownership of a gravity interceptor sewer, terminating easements to Roxborough Water and Sanitation District and granting an access easement to Roxborough Water and Sanitation District

Council Member Clark moved and Council Member Valdes seconded to approve on second reading the ordinance authorizing the Interceptor Transfer Agreement between the City of Littleton and the Roxborough Water and Sanitation District, terminating two easements by the City of Littleton in South Platte Park and north of West Bowles Avenue, and granting an access easement to Roxborough Water and Sanitation District by the City of Littleton. The vote is 7-0. The motion carries unanimously.

Aye: 7 - Mayor Pro Tem Brinkman, Council Member Cernanec, Mayor Beckman, Council Member Clark, Council Member Cole, Council Member Hopping and Council Member Valdes

### 7. General Business

a) ID# 17-46 Motion confirming hiring range for city attorney recruitment

Mayor Pro Tem Brinkman moved and Council Member Cernanec seconded to approve the recommended hiring range for the city attorney recruitment. The vote is 7-0. The motion carries unanimously.

Aye: 7 - Mayor Pro Tem Brinkman, Council Member Cernanec, Mayor Beckman, Council Member Clark, Council Member Cole, Council Member Hopping and Council Member Valdes

#### 8. Comments / Reports

- a) City Manager
- b) Council Members
- c) Mayor

#### 9. Adjournment

Mayor Beckman adjourned the meeting at 8:32 p.m.

The public is invited to attend all regular meetings or study sessions of the City Council or any City Board or Commission. Please call 303-795-3780 at least forty-eight (48) hours prior to the meeting if you believe you will need special assistance or any reasonable accommodation in order to be in attendance at or participate in any such meeting. For any additional information concerning City meetings, please call the above referenced number.



## City of Littleton

Littleton Center 2255 West Berry Avenue Littleton, CO 80120

## **Staff Communication**

6(a)

File #: ID# 17-54, Version: 1

Agenda Date: 03/07/2017

Subject:

Motion to approve authority, board, and commission appointments

Presented By: Bruce Beckman, Mayor

#### **POLICY QUESTION:**

Does city council support the appointment and reappointment of authority, board and commission applicants?

#### **BACKGROUND:**

In accordance with Section 2-2-3 (B) (1) and (2) of the Littleton City Code, the city clerk's office published notice in the *Littleton Report*, Facebook, Twitter, Next-door and on the city's website announcing authority, board and commission vacancies. Forty-nine applications were received. City council interviewed 44 applicants on February 27<sup>th</sup> and 28<sup>th</sup> and March 1, 2017. One applicant withdrew their application before interviews were held, one applicant did not live in the city and three applicants did not attend their interviews.

#### STAFF ANALYSIS

City Council asked Clerk Heffner to meet with the city attorney to find out if an employee of the city could/could not be a member of an authority, board or commission. The Littleton Municipal Code and Littleton Charter are silent on this issue, except for the election commission, the Charter states in Article II, Section 11: Elections Commission

There is hereby created an Election Commission consisting of the city clerk who shall be the nonvoting chair, and five qualified electors of the city. Said electors, during their tenure in office, shall not be city officials or employees or candidates for elective office in City, County, State or Federal elections.

City council needs to determine a preference and provide guidance on the matter to staff.

#### **FISCAL IMPACTS:**

Members of city authorities, boards and commissions serve on a volunteer basis.

#### PROPOSED MOTION:

I move to approve the appointments identified on the attachment, with terms of office beginning April 1, 2017.

Board		Position	Term
Board of Adjustments	(1)		
James Johnson		Alternate II	2020
Building Board of Appeals	(1)		
Dustin Hubbard		to Regular	2018
Ron Manske		to Alternate I	2019
Donna Flaherty		Alternate II	2020
Election Commission	(2) possibly 3		
Frank Atwood			2018
Cassandra Medrano			2021
			2020
Fine Arts Board	(3)		
Kathleen Eckel			2020
Denise Weed			2020
Lauren Mattingly		to complete a term	2019
Historical Preservation Board	(4)		
Michael Price		Regular	2020
Pam Grove		Regular	2020
Dave Spratlin		to Regular	2018
Kimberly Field		to Regular	2019
Amy Fischer		Alternate 1	2019
Jolene Bracy		Alternate 2	2020

Board		Position	Term
<b>South Metro Housing Options</b>	(2)		
Mike Madrid			2022
Kelsey Yamasaki			2022
Library Board	(2)		
Louise Richey			2020
Tom Seward			2020
Licensing Authority	(1)		
Pete Webb		Regular	2020
Museum Board	(3)		
Cary Cooprider			2020
Jonathan Goldstein			2020
Joseph Haynes		to complete a term	2018
Planning Commission	(3)		
Lynn Krueger		Alt 1 to Regular	2018
Bruce Stahlman		Alt 2 Regular	2019
John Brindenbaugh		Regular	2020
Robin Swartzbacker		Alternate 1	2020
Jason Reynolds		Alternate 2	2020

Position	Term
complete a term	2018
complete a term	2019
complete a term	2021
full term	2022
full term	2022
Appointed 2015	2020 2020